

DATE 10 March 2025~~6~~

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) NATIONAL CAR PARKS LIMITED

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

relating to
**Land known as the Redevelopment Site at
Portman Road Ipswich**

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

Ref: ALT/Legal/3204852

This Deed is made the 10 day of March 2025

PARTIES:

- (1) **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (**"the Borough Council"**)
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (**"the County Council"**)
- (3) **NATIONAL CAR PARKS LIMITED** (company registration number 00253240) whose registered office address is The Bailey, 16 Old Bailey, London EC4M 7EG (**"the Lessee"**)

together referred to as **"the Parties"**

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 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. The County Council has also agreed to be the local authority who may enforce the Borough Council's planning obligations herein (**"the Enforcing Authority"**).
- (C) The Borough Council is the freehold owner of the Site registered at HM Land Registry under title numbers SK285914 and SK285908 and SK79289.
- (D) The Lessee is the leasehold owner of the Leasehold Land registered at HM Land Registry under title number SK339569 and has agreed to enter into this Deed to give its consent to the terms of this Deed.
- (E) The Borough Council's developer agent submitted the Application to the Borough Council and the Borough Council has resolved to grant the conditional Planning Permission for the Development subject to the prior completion of this Deed in order to secure the planning obligations contained in this Deed.
- (F) The Parties are entering into this Deed to the intent that the requirements of the Borough Council's and the County Council's policies and all other material considerations are met and that any objections by the Borough Council or the County Council to the grant of planning permission on the basis of these policies and other material considerations are overcome.
- (G) The Parties agree that the provisions contained in this Deed are relevant planning considerations concerning the Site and are 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 (SI 2010/948) (as amended).

- (H) Within this Deed references to the "Borough Council" are made where the function of the Borough Council acting as the local planning authority are concerned and references to the "Owner" are made where the landowner has obligations to perform to either the Borough Council or County Council.
- (I) The Borough Council as the local planning authority and as landowner intend to progress this Development and will in any event comply with the provisions of Part 1 of the Second Schedule.
- (J) The County Council will be the Enforcing Authority for the purposes of enforcing the Owner's obligations under this Deed until such time as the Borough Council ceases to have an interest in the land after which time the Enforcing Authority will be the County Council and the Borough Council.

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 hybrid application for planning permission for the Development validated by the Borough Council on 1 July 2024 and bearing the Borough Council's reference number IP/24/00359/OUTFL
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 archaeological investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and laying of services erection of any temporary means of enclosure the temporary display of site notices or advertisements and "Commence Development" and "Commences Development" shall be construed accordingly
Development	the development of the Site in accordance with the Planning Permission described as the hybrid planning application comprising: outline planning permission (all matters reserved except for access) for highway works (including provision of a new pedestrian route from Portman Road); creation of a public realm, landscaped areas and associated infrastructure works; full planning permission for a new Aquatics Centre, associated access, car parking and associated access, car parking and associated landscaping and

	public realm to be granted in accordance with the Application (and any non-material modification under section 96A of the Act) and any Reserved Matters Approval or any Section 73 Permission
Late Payment Interest	interest at four (4) per cent above the base lending rate of the Bank of England from time to time
Leasehold Land	part of the Site subject to a leasehold interest which is held for fifteen (15) years from 23 May 2012 shown for identification purposes on the Leasehold Plan
Leasehold Plan	the plan attached to this Deed at Annex 2
Planning Permission	the hybrid planning permission subject to conditions in respect of the Development as may be granted by the Borough Council pursuant to the Application or any Section 73 Permission or any non-material amendment of the planning permission under section 96A of the Act
Reserved Matters Application	any application submitted for approval of reserved matters pursuant to the Planning Permission and the expression " Reserved Matters Approval " shall mean any approval by the Borough Council of such a Reserved Matters Application
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 Owner and the Borough Council
RPI Indexed	the increase in any sum referred to in the Second Schedule by an amount equivalent to the increase in the RPI Index to be calculated in accordance with Clause 11 of this Deed
Section 73 Permission	any subsequent planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition attached to the Planning Permission
Site	the land known as the Redevelopment Site at Portman Road, Ipswich within which the Development is to take place shown for identification purposes only edged red on the Site Plan
Site Plan	the plan 15774-DB3-B01-ZZ-DR-A-90001 Rev C attached to the First Schedule of this Deed
Traffic Regulation Order ("TRO") Contribution	the sum of fifteen thousand pounds (£15,000) RPI Indexed

Travel Plan Monitoring Fee	the sum of one thousand and two hundred pounds (£1,200) RPI Indexed payable per year for a minimum period of five years therefore a total contribution of six thousand pounds (£6,000) RPI 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. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of gender include all other genders and words denoting 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 is 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 a statute shall include any modification extension or re-enactment of that statute 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 statute 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 or the Lessee shall include successors in title and assigns to the Site or any part of 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 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
- 2.10. The headings are for reference only and shall not affect construction.
- 2.11. Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation not to knowingly permit or suffer such act or thing to be done by another person.
- 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, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and section 278 Highways Act 1980 and all other enabling powers with the intent that the covenants and obligations shall hereafter run with the land.
- 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 its successors in title.
- 3.3. This Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or its respective successors in title or assigns made under section 106A of the Act

4. CONDITIONALITY

- 4.1. The provisions of this Deed will become binding on the Parties upon completion save where otherwise specifically stated.
- 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 judgment in the matter and the time for making an appeal expires without any appeal having been made or permission to appeal is refused; or
 - 4.3.1.3. 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 judgment 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'S COVENANTS

- 5.1. The Owner covenants with the County Council as set out in the Second Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 5.2. The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) Working Days following Commencement of Development.

6. THE BOROUGH COUNCIL AND COUNTY COUNCIL'S COVENANTS

- 6.1. The Borough Council covenants with the Owner to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 6.2. The County Council covenants with the Owner as set out in the Third Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.

7. THE LESSEE'S CONSENT

- 7.1. The Lessee consents to the completion of this Deed and declares that its interest in the Site identified in the Recitals shall be bound by the terms of this Deed subject to clause 7.2.
- 7.2. The Lessee (or any future lessee or mortgagee whose interest in the Site is bound by the terms of this Deed) shall not be liable for any breach of the obligations on the part of the Owner contained in this Deed unless the Lessee itself Commences Development or carries out (or procures on its behalf the carrying out of) works pursuant to the Planning Permission.
- 7.3. The Owner shall indemnify the Lessee for any expenses or liability arising to the Lessee in respect of breach by the Owner of any obligation contained herein save to the extent that any act or omission of the Lessee or its employees or agents has caused or contributed to such expenses or liability.

8. MISCELLANEOUS

- 8.1. The Owner 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 its 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 Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 8.2. The Owner agrees declares and covenants both with the Borough Council and the County Council that it 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 Deed 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.
- 8.3. The Owner 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.
- 8.4. Without prejudice to clause 2.7 of this Deed, no provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.5. This Deed shall be registered as a local land charge by the Borough Council.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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 before 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.
- 8.10. 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.
- 8.11. 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.
- 8.12. 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.
- 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 either the Borough Council or the County Council.
- 8.14. 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 its functions as a local authority.
- 8.15. The Owner covenants to pay the County Council's monitoring fee of £519 on completion of this Deed towards the costs of reporting and monitoring the obligations contained in this Deed.

- 8.16. The Owner covenants and warrants to the Borough Council and the County Council that it has full power to enter into this Deed and there is no other person (save the Lessee) 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.
- 8.17. Representatives of the Borough Council and/or the County Council may enter onto the Site at any reasonable time following the Commencement of Development upon reasonable prior notice in writing to ascertain whether the terms of this Deed are being or have been complied with PROVIDED THAT the representative of the Borough Council or County Council shall, if requested, produce evidence of identity and (SAVE in respect of anything which may be regarded by the Borough Council or the County Council (acting reasonably) as an actual or emerging emergency or emergency situation) such entry shall comply with the Owner's reasonable directions and precautions in the interests of safety.
- 8.18. Any monies from time to time held by the Borough Council or the County Council under the provisions of this Deed shall in any event become the absolute property of the Borough Council or the County Council and shall not be subject to return by the Borough Council or the County Council to the payer in the event that the Owner or such other person becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it or an administrative receiver or a receiver and manager is appointed in respect of the Site or any part of the same or any other property or the Owner shall enter into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Borough Council or County Council under the terms of this Deed.
- 8.19. The Parties agree that:
- 8.19.1. Nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- 8.19.2. 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.

9. WAIVER

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.

10. CHANGE IN OWNERSHIP

The Owner agrees with the Borough Council and the County Council to give each of them independently written notice of any transfer in ownership of any freehold or leasehold 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.

11. INDEXATION

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 RPI Index from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

- 11.1 A is the sum payable under this Deed;
- 11.2 B is the original sum calculated as the sum payable;
- 11.3 C is the RPI Index for the month two (2) months before the date on which the sum is payable;
- 11.4 D is the RPI Index for the month two (2) months before the date of this Deed; and
- 11.5 C/D is greater than or equal to one (1).

12. 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 and any such Late Payment Interest shall be treated as part of the relevant contribution.

13. VAT

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

14. NOTICES

- 14.1. Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED 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.
- 14.2. 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 Lessee	Legal Counsel, National Car Parks Ltd, The Bailey, 16 Old Bailey, London, EC4M 7EG

14.3. 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.

15. DISPUTE RESOLUTION

15.1. If any dispute shall arise between the parties to this Deed as to the obligations provisions requirements conditions or other burdens under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute (the “**Dispute Parties**”) be referred for determination before a single Expert appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) (“the **Expert**”) on the application of either party and such person shall act as an expert and shall make a decision within 28 days and the Expert’s decision shall be final and binding on the Dispute Parties and their costs shall be payable by the Dispute Parties in such proportion as the Expert shall determine and failing such determination shall be borne by the Dispute Parties in equal shares.

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

15.3. 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.

16. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the 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 confirmation to such effect.

17. APPROVALS

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.

18. COMMUNITY INFRASTRUCTURE LEVY

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.

19. SECTION 73 PERMISSION

In the event that a Section 73 Permission is granted the Parties acknowledge that the obligations set out in this Deed shall bind the Site in respect of that Section 73 Permission PROVIDED THAT the Borough Council when determining any Section 73 application relating to the Site shall not be restricted from requiring that any consequential obligations of an appropriate nature (so far as they are materially different to those contained in this Deed) be secured by way of a new deed or supplemental deed or deed of modification pursuant to Section 106 (or Section 106A) of the Act.

20. FORWARD FUNDING AND REPAYMENT

If the Borough Council or the County Council forward funds any project facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third party to repay any similar forward funding provided by that third party (whether in case and/or in kind) in anticipation of receipt of any relevant contribution or payment under the provisions on this deed then on such receipt the Borough Council or the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the Borough Council or the County Council for the purpose for which the forward funding was expended.

21. GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and

interpreted in accordance with the law of England and each party agrees that the courts of England shall have exclusive jurisdiction to settle any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with this Deed, its subject matter or formation.

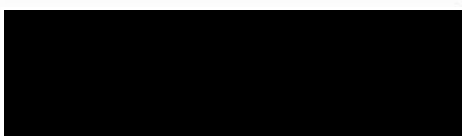
22. DELIVERY

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.

This Deed has been executed and is delivered and takes effect on the date stated at the beginning of it.

19689

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



Authorised Officer



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



Authorised Officer



70133

Executed as a Deed by **National Car**
Parks Limited acting by a Director
[Hi deyuki Nagahiro])
)
)



in the presence of:

Witness signature:



Witness name: Christopher Kearney
Witness address: C/O - The Bailey, 16 Old
Bailey, London, EC4M 7EG

FIRST SCHEDULE

SITE PLAN

SECOND SCHEDULE

THE OWNER COVENANTS WITH THE COUNTY COUNCIL:

1 TRO CONTRIBUTION

- 1.1 The Owner covenants to pay to the County Council the TRO Contribution prior to the Commencement of Development.
- 1.2 The Owner covenants not to Commence Development until the TRO Contribution has been paid to the County Council.

2 TRAVEL PLAN MONITORING FEE

- 2.1 The Owner covenants to pay to the County Council the Travel Plan Monitoring Fee as follows:
 - 2.1.1 the first instalment of one thousand two hundred pounds (£1,200) to be paid prior to Commencement; and
 - 2.1.2 a further instalment of one thousand two hundred pounds (£1,200) to be paid on or prior to the first, second, third and fourth anniversaries of the payment made in accordance with paragraph 2.1.1 above until the full Travel Plan Monitoring Fee has been paid to the County Council.
- 2.2 The Owner covenants not to Commence or permit Commencement of Development until one thousand two hundred pounds (£1,200) of the Travel Plan Monitoring Fee has been paid to the County Council.

THIRD SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

- 1.1 The County Council shall use the TRO Contribution solely towards the costs of administering an order made under the Road Traffic Regulation Act 1984 (or any other relevant legal process) to remove the existing car parking bays on Friars Bridge Road and implement additional parking restrictions and to facilitate the scheme of improvements on Friars Bridge Road, Ipswich serving the Development.
- 1.2 The County Council shall use the Travel Plan Monitoring Fee solely towards the cost of evaluating and monitoring the travel plan serving the Development.
- 1.3 The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date of receiving the final payment of a contribution within a further period of one (1) year pay to any person such amount of the TRO Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the TRO Contribution such payment to be made within twenty eight (28) Working Days of such request.

Annex 1
Draft Planning Permission

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING
(DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2015**



To: Cheryl Peel
Ingleton Wood LLP
874 The Crescent
Colchester CO4 9YQ

Agent for: Handford Developments

Application Reference: IP/24/00359/OUTFL

DRAFT

GRANT OF FULL PLANNING PERMISSION

Ipswich Borough Council, as local planning authority, hereby **GRANT** Full Planning Permission for:

Hybrid planning application comprising: Outline planning permission (all matters reserved except for access) for highway works (including provision of a new pedestrian route from Portman Road); creation of a public realm, landscaped areas and associated infrastructure works. Full planning permission for a new Aquatics Centre, associated access, car parking, and associated landscaping and public realm.

at: Redevelopment Site Portman Road Ipswich Suffolk

in accordance with your application reference: IP/24/00359/OUTFL received 20.05.2024.

By virtue of Section 91 of the Town and Country Planning Act, 1990 this permission is granted subject to the condition that the development to which it relates must be begun not later than the expiration of **five** years beginning with the date of this notice.

This permission is also subject to the following condition(s): -

1. The development hereby permitted shall be carried out in accordance with the approved plans listed below, and the requirements of any succeeding conditions:

15774-DB3-B02-01-DR-A-20102A - First Floor Axonometric
15774-DB3-B02-01-DR-A-20002A - First Floor Plan
15774-DB3-B02-00-DR-A-20101A - Ground Floor Axonometric
15774-DB3-B02-00-DR-A-20001B - Ground Floor Plan
15774-DB3-B01-01-DR-A-90009 - Application Type Plan
15774-DB3-B01-01-DR-A-90008B - Proposed site plan (outline submission)
15774-DB3-B01-01-DR-A-90007B - Proposed site masterplan (outline submission)
15774-DB3-B01-01-DR-A-90006A - Proposed site sections
15774-DB3-B01-01-DR-A-90004C - Proposed site plan
15774-DB3-B01-01-DR-A-90003C - Proposed site masterplan

15774-DB3-B01-01-DR-A-20302A - General Sections 2
15774-DB3-B01-01-DR-A-20301A - General Sections 1
15774-DB3-B01-01-DR-A-20202A - Proposed South and West Elevations
15774-DB3-B01-01-DR-A-20201A - Proposed North and East Elevations
15774-DB3-B01-01-DR-A-20003A - Roof Plan
15774-DB3-B01-XX-DR-E-63002A - External lighting isoline lightspill layout
15774-DB3-B01-XX-DR-E-63001C - External lighting layout
2216 DLA 00 DR L 02 P06 - Hard Landscape Plan
2216 DLA 00 DR L 03 P056 - Soft Landscape Plan
2216 DLA 00 DR L 04 P03 - Tree Pit Details
2216 DLA 00 DR L 05 P01 - Heritage - Retention and reclamation proposals
2216 DLA 00 DR L 06 P03 - Boundary treatment plan
2216 DLA 00 DR L 07 P07 - Proposed levels
2216 DLA 00 DR L 08 P03 - SUDs pond landscape profile
2216 DLA 00 DR L 09 P01 - Landscape sections

Reason - In the interests of good planning, for the avoidance of doubt and to facilitate any future application to the Local Planning Authority under Section 73 of the Town and Country Planning Act 1990.

2. Before any work to external elevations commences, details of external facing materials shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.

Reason - To ensure a high standard of development.

3. No development (other than site clearance or demolition) shall take place until a detailed remediation strategy to bring the site to a condition suitable for the intended use has been submitted to and approved in writing by the Local Planning Authority. The strategy must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works, and site management procedures. The strategy must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation is complete.

Once the Remediation Strategy has been agreed the works shall be carried out in accordance with the agreed strategy and to be overseen by a competent person. Any deviation from the strategy will require justification and must be agreed by the Local Authority prior to works continuing (see informatives).

Following completion of the works, a Validation Report must be submitted to the Local Authority demonstrating that the works have been carried out satisfactorily and the objectives have been achieved. The Local Authority must approve the report before commencing further works. The report shall contain:

- o Details of who carried out the work
- o Substantiating data, including where appropriate:
 - Laboratory and in situ test results.
 - Results from monitoring of groundwater and gases.
 - Summary data plots and tables relating to clean-up criteria.
- o Plans showing treatment areas and details of any differences from the original remediation statement.
- o Copies of site waste management plans and transfer certificates.
- o Confirmation that remediation objectives have been met.

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.

4. If, during development, contamination not previously identified is found to be present, no further development shall be carried out until a remediation strategy for this contamination has been 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.

5. No development shall commence until a scheme detailing flood-resistant and flood-resilient construction measures has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include, but not be limited to:

Use of flood-resilient materials and finishes to a specified level above the 1-in-100-year flood level (plus climate change allowance).

Raised electrical circuits and services above design flood level.

Flood doors, barriers, or demountable defences where appropriate.

Details of sustainable drainage systems (SuDS) to manage surface water runoff.

The development shall thereafter be carried out and retained in full accordance with the approved details.

Reason - To ensure that the development is safe having regard to flood risk.

6. Prior to the occupation of any part of the development, a Flood Evacuation and Emergency Plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Lead Local Flood Authority and relevant Emergency Planning Officers. The plan shall include:

Procedures for early warning and flood alerts (e.g., sign-up to EA Flood Warning Service).

Evacuation routes and safe refuge points.

Responsibilities of site occupants and management.

Contact details for emergency services and flood response teams.

Measures for vulnerable occupants (if relevant).

The approved plan shall be communicated to all future occupants and kept up to date at all times.

Reason - To ensure that the development is safe having regard to flood risk.

7. No development shall commence until details of the strategy for the disposal of surface water on the site have been submitted to and approved in writing by the local planning authority.

Reason: To ensure that the principles of sustainable drainage are incorporated into this proposal, to ensure that the proposed development can be adequately drained.

8. No development shall commence until details of the implementation, maintenance and management of the strategy for the disposal of surface water on the site have been submitted to and approved in writing by the Local Planning Authority. The strategy shall be implemented and thereafter managed and maintained in accordance with the approved details.

Reason: To ensure clear arrangements are in place for ongoing operation and maintenance of the disposal of surface water drainage.

9. No development shall commence until details of a Construction Surface Water Management Plan (CSWMP) 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 LPA. The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP 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

Reason: To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater.

10. No development shall commence until details of a Construction Surface Water Management Plan (CSWMP) 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 LPA. The CSWMP shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction. The approved CSWMP 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

Reason: To ensure the development does not cause increased flood risk, or pollution of watercourses or groundwater.

11. Prior to the commencement of the use hereby permitted, an Operational Management Plan shall be submitted to, and approved in writing by, the Local Planning Authority. The Plan shall include (but not be limited to):

- Regular (monthly) meetings to be held between the management of the aquatic centre, ITFC's Operations and Stadium/Facilities Managers and the Suffolk Constabulary Dedicated Football officer. This must include liaison to ensure events at the Aquatic Centre do not clash with events (including matches) at ITFC in order to reduce the risk of congestion and conflict.
- Provision of private security for the Aquatic Centre on days when events are held at ITFC.
- Managed entry to the Aquatic Centre toilets and café on event days.
- Tables and chairs to be removed from the external café areas during events.
- Temporary measures that can be deployed to prevent people from accessing the public realm areas during ITFC events if required for safety.
- Measures to deter ASB at all times as described below.

The use shall thereafter be operated in full accordance with the approved Operational Management Plan, unless otherwise agreed in writing by the Local Planning Authority.

Reason - To ensure the continued upkeep, security, and maintenance of the premises for the amenity and wellbeing of customers, residents and the general public alike, and in the interests of street scene.

12. Notwithstanding the submitted drawings, no development shall commence until there shall have been submitted to and approved in writing by the local planning authority a scheme of soft and hard landscaping, including maintenance over a 10 year period. The scheme shall include indications of all existing trees on the land, identify those to be retained and set out measures for their protection throughout the course of development.

Reason - To ensure the provision, establishment and maintenance of a reasonable standard of landscaping in accordance with the approved design and to enhance the visual amenity of the development and the surrounding area

13. All hard landscaping, planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which within a period of 10 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

Reason - To ensure the provision, establishment and maintenance of a reasonable standard of landscaping in accordance with the approved design and to enhance the visual amenity of the development and the surrounding area.

14. The development shall be undertaken in accordance with the submitted Air Quality Screening and Dust Risk Assessment produced by SRL Section 6.

Reason - In the interest of protecting the amenity and air quality of the area.

15. Prior to the commencement of the development hereby approved, or such other timescale as may be agreed in writing with the Local Planning Authority, a scheme to provide a minimum of 15% of the predicted required energy supply for the new development from decentralised and renewable or low carbon sources shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be first occupied unless and until the approved scheme has been implemented, and thereafter the provisions of the scheme shall be maintained for the lifetime of the development in accordance with the details of the approved scheme.

Reason - To promote the sustainable development, in accordance with the requirements of Policy DM2 of the Core Strategy and Policies DPD Review (2022), which requires all new developments of 1,000 sqm or more of non-residential floor space to provide at least 15% of their energy requirements from decentralised and renewable or low-carbon sources.

16. No tree felling or vegetation clearance shall take place until a Precautionary Working Method Statement (PWMS) has been submitted to and approved in writing by the Local Planning Authority. The PWMS shall include, but not be limited to, the following:

1. Timetable of works, avoiding sensitive periods for wildlife (e.g., nesting birds or bat roosting seasons);

2. Survey requirements to be undertaken prior to felling (e.g. pre-felling bat assessments or nesting bird checks);

3. Precautionary measures to protect wildlife and retained trees during tree felling and vegetation clearance;

4. Details of ecological supervision, where required (e.g. by a qualified ecologist);

5. Protection of retained trees in accordance with BS 5837:2012 (including tree protection fencing and no-dig zones);

6. Contingency measures in the event protected species are discovered during works.

The development shall thereafter be carried out in full accordance with the approved PWMS.

Reason: To ensure appropriate protection of wildlife and retained trees during site clearance and development works, in accordance with Policies DM8 and DM9 of the Core Strategy and Policies DPD Review 2022, the Wildlife and Countryside Act 1981 (as amended), the Conservation of Habitats and Species Regulations 2017, and BS 5837:2012.

17. Prior to commencement of the development hereby approved, a Habitat Management and Monitoring Plan (HMMP) shall be submitted to, and approved in writing by, the Local Planning Authority. The Habitat Management and Monitoring Plan (HMMP) shall be prepared in accordance with the approved Biodiversity Gain Plan, and include:

- a) the roles and responsibilities of the people or organisation(s) delivering the HMMP;
- b) the planned habitat creation and enhancement works to create or improve habitat to achieve the on-site significant enhancements in accordance with the approved Biodiversity Gain Plan;
- c) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development;
- d) the monitoring methodology in respect of the created or enhanced habitat to be submitted to the local planning authority; and
- e) details of the content of monitoring reports to be submitted to the LPA including details of adaptive management which will be undertaken to ensure the aims and objectives of the Biodiversity Gain Plan are achieved.

Notice in writing shall be given to the Council when the:

- initial enhancements, as set in the HMMP, have been implemented; and
- habitat creation and enhancement works, as set out in the HMMP, have been completed after 30 years.

The created and/or enhanced habitat specified in the approved HMMP shall be managed and maintained in accordance with the approved HMMP.

Unless otherwise agreed in writing with the Local Planning Authority, monitoring reports shall be submitted in years 1, 2, 5, 10, 15, 20, 25, and 30 to the Council, in accordance with the methodology specified in the approved HMMP.

Reason - To satisfy the requirement of Schedule 7A, Part 1, section 9(3) of the Town and Country Planning Act 1990 that significant on-site habitat is delivered, managed, and monitored for a period of at least 30 years from completion of development.

Justification:

This needs to be pre-commencement to ensure the development delivers on mandatory Biodiversity Net Gain as statutorily required.

18. No part of the development permitted by this consent shall be commenced until the multi-storey car park approved under Planning Permission IP/20/00398/OUT13 (or any replacement permission) has been completed and is available for public use.

Reason: In the interest of ensuring appropriate replacement parking provision is provided in accordance with Policy SP45 (b) of the Ipswich Borough Council Local Plan.

19. No part of the development shall be commenced until details of a scheme of works to improve walking and cycling on Friars Bridge Road has been submitted to and approved in writing by

the Local Planning Authority in consultation with the Local Highway Authority. The scheme shall include: alterations to the junction with Princes Street to increase the depth of the existing raised crossing, improvements to the footway on the western side of Friars Bridge Road to deliver a minimum width of 2.0m and the provision of a 3.0m walking and cycling facility on the southern side of the east-west section of Friars Bridge Road between the development site and Civic Drive.

The approved scheme shall be laid out and constructed in its entirety prior to the proposed use commencing. Thereafter the layout shall be retained in its approved form.

Reason: To ensure safe and suitable access is delivered for all users and to ensure that improvements are made to prioritise and promote sustainable travel modes and to offer a genuine choice of travel modes.

20. No part of the development shall be commenced until details of a scheme of works to improve walking and cycling on Portman Road (between the site access and Handford Road) has been submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority. The scheme shall include: improvements to the existing mandatory cycle lanes to ensure they are level with the existing footways and improvements to the junctions with Great Gipping Street and Canham Street.

The approved scheme shall be laid out and constructed in its entirety prior to the proposed use commencing. Thereafter the layout shall be retained in its approved form.

Reason: To ensure safe and suitable access is delivered for all users and to ensure that improvements are made to prioritise and promote sustainable travel modes and to offer a genuine choice of travel modes.

21. No part of the development shall be commenced until details of a scheme to improve local bus stop infrastructure have been submitted to and approved in writing by the Local Planning Authority in consultation with the Local Highway Authority. The scheme shall include: raised DDA compliant kerbs for the bus stop outside of St Clare House (westbound Princes Street) and raised DDA compliant kerbs and a shelter for each of the two bus stops (northbound and southbound) on Civic Drive between AXA and Princes Street.

The approved scheme shall be laid out and constructed in its entirety prior to the proposed use commencing. Thereafter the improvement shall be retained in its approved form.

Reason: To ensure safe and convenient access to public transport within 400m of the development site and that improvements are made to prioritise and promote sustainable travel modes.

22. Notwithstanding the details presented within submitted Drawing Number SK01 Revision B, no part of the development shall be commenced until details of the proposed access from Princes Street (including the position of any gates to be erected and visibility splays to be provided) have been submitted to and approved in writing by the Local Planning Authority. The approved access shall be laid out and constructed in its entirety prior to the occupation of the building. Thereafter, the access shall be retained in its approved form.

Reason: To ensure that the access is designed and constructed to an appropriate and acceptably safe specification and made available for use at an appropriate time.

23. Before the access is first used visibility splays shall be provided as shown on Drawing Number SK01 Revision B with an X dimension of 2.4 metres and a Y dimension of 43 metres (tangential to the nearside edge of the carriageway) and thereafter retained in the specified form.