

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

relating to Land at Turino Avenue Martlesham  
Heath Martlesham Suffolk IP5 3RW

Dated: *15<sup>th</sup> day of December*

2025

**EAST SUFFOLK COUNCIL (1)**

**AND**

**SUFFOLK COUNTY COUNCIL (2)**

**AND**

**FALCON RESIDENTIAL TRAILER PARKS (3)**

DATE 15<sup>th</sup> day of December

2025

## **PARTIES**

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road Melton Suffolk IP12 1RT ("the Council")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP7 2BX ("the County Council")
- (3) **FALCON RESIDENTIAL TRAILER PARKS LIMITED** (Co Regn No. 00710756) of Tingdene, Bradfield Road, Finedon Road Industrial Estate, Wellingborough, NN8 4HB ("the Owner")

## **INTRODUCTION**

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations in this Deed are enforceable.
2. The County Council is a local planning authority for the purposes of the Act and the Highway Authority for the area in which the Site is located and by whom the obligations in this Deed are enforceable.
3. The Application was submitted to the Council for the Development.
4. The Owner is the freehold owner of the Site under Land Registry title number SK425939
5. The Site lies within the area to which the Local Plan applies. The Council and the Owner acknowledge that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
6. 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

NOW THIS DEED WITNESSES AS FOLLOWS:

## **OPERATIVE PART**

### **1. DEFINITIONS**

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

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



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**CDM 2015**

The Construction (Design Management) Regulations 2015 (CDM 2015) makes it a legal requirement for domestic and commercial clients to appoint a design professional, a client, to have a design and safety plan (D&S).

These duties can be found at:  
<http://www.hse.gov.uk/construction/cdm2015responsibilities.htm>

It is your responsibility as client to make yourself aware of your role within CDM 2015 and act accordingly.

Development Area: 10,039m<sup>2</sup> (1.00ha)  
Access Area: 2,751m<sup>2</sup> (0.28ha)

Total Site Area: 12,790m<sup>2</sup> (1.28ha)



Red line amended to show access from adopted highway boundary

REVISOR: SF DATE: 27.09.23 CHECKED BY: MS DATE: 27.09.23

Red line amended to remove changes on Turino Avenue

REVISOR: SF DATE: 26.06.23 CHECKED BY: MS DATE: 26.06.23

PURPOSE OF ISSUE: PL-F or Planning Submission RIBA STAGE

DRAWING STATUS: S2-Fit for Information

PROJECT TITLE: Falcon Park, Martlesham

CLIENT: Tingdene

DRAWING TITLE: Site Location Plan SCALE: 1:2000@A3

DATE: Jun 2023 DRAWN BY: SF CHECKED BY: MS APPROVED BY: MS

DRAWING NUMBER: 4300-LAN-ZZ-00-DR-T-0100-P03



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<b>"Application"</b>	the application for full planning permission validated by the Council on 13 <sup>th</sup> November 2023 for the Development and allocated reference number DC/23/4074/FUL;
<b>"Caravan Act Compliant"</b>	Means a Park Home which meets the legal definition of a caravan as set out in the Caravan Sites and Control of Development Act 1960 and the Caravan Sites Act 1968
<b>"Commencement of Development"</b>	the date on which any material change in use (as defined in Section 55(1) of the Act) or any material operation (as defined in Section 56(4) of the Act) forming part of the Development first begins on Site (whichever is the earliest) which for the AVOIDANCE OF DOUBT shall include any laying of access, hard standing and/or services on the Site and "Commence Development" shall be construed accordingly;
<b>"Development"</b>	the development of the Site for Change of use of land for the siting and occupation of 20no. residential park homes;
<b>"Index"</b>	All in Tender Price Index published by the Building Cost Information Service or any successor organisation or any subsequent indices of the same;
<b>"Index Linked"</b>	means the increase in any sum referred to in this Deed by an amount equivalent to the increase in the Index to be calculated in accordance with Clause 11 of this Deed;
<b>"Interest"</b>	interest at four per cent above the base lending rate of the Bank of England from time to time;
<b>"Local Plan"</b>	the East Suffolk Council – Suffolk Coastal Local Plan adopted 23 September 2020;
<b>"Occupation" and "Occupied"</b>	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;
<b>"Park Home"</b>	Mean a park home which is Caravan Act Compliant to be situated on a Park Home Plot and which forms part of the Development

<b>“Park Home Plot”</b>	Means the plot on which a Park Home is to be situated
<b>“Plan”</b>	the plan labelled “Location Plan” attached to this Deed;
<b>“Planning Permission”</b>	The full planning permission subject to conditions to be granted by the Council pursuant to the Application substantially as set out in the draft annexed to the Second Schedule;
<b>“Section 73 Consent”</b>	means a planning permission granted pursuant to Section 73 of the Act which varies and/or removes any condition(s) subject to which the Planning Permission and/or any subsequent planning permission pursuant to Section 73 of the Act was granted;
<b>“Section 106 Officer”</b>	the officer so designated by the Council and any notice required to be served on the Section 106 Officer must be sent or delivered to the Council at the address aforesaid marked for the attention of the Section 106 Officer;
<b>“Site”</b>	the land described in the First Schedule against which this Deed may be enforced as shown edged red for identification purposes only on the Plan;
<b>“Working Days”</b>	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

## **2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause or paragraph of or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of gender include any other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive for the time being in force and

shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Directive or deriving validity from it.

2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory function.

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

2.8 Any notices required to be given under the terms of this Deed may (in addition to any other valid method of service) be given or served by sending the same by recorded delivery post addressed to the party as set out below:

(i) Council: as given in this Deed; and

(ii) County Council: as given in this Deed and addressed to the Executive Director of Growth Highways and Infrastructure; and

(iii) Owner: as given in this Deed.

### **3. LEGAL BASIS**

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

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

3.3 Insofar as any of the covenants contained in this Deed are not planning obligations within section 106 of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

### **4. CONDITIONALITY**

4.1 The obligations set out within this Deed are conditional upon:

(i) the grant of the Planning Permission; and

(ii) the Commencement of Development.

4.2 The provisions set out in clauses 8.14, 8.15, 8.16 and 16 this Deed shall take effect immediately upon completion of this Deed.

### **5. THE OWNERS COVENANTS**

5.1 The Owner hereby covenants with the Council as set out in the Third Schedule so as to bind the Site and each and every part thereof.

5.2 The Owner hereby covenants with the County Council as set out in the Fourth Schedule so as to bind the Site and each and every part thereof.

5.3 The Owner covenants and warrants to the Council and the County Council it is the freehold owner of the Site and has the capacity to enter into this Deed.

### **6. THE COUNCIL'S COVENANTS**

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

**7. THE COUNTY COUNCIL COVENANTS**

7.1 The County Council hereby covenants with the Owner as set out in the Sixth Schedule

**8. MISCELLANEOUS**

8.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8.2 This Deed shall be registrable as a local land charge by the Council.

8.3 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed, such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and Building Control (or the officer of the Council fulfilling such functions) or officer acting under his hand and given on behalf of the County Council by the Executive Director of Growth, Highways and Infrastructure and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

8.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.

8.5 Insofar as any clause or paragraph of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

8.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

8.7 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its interest in the Site or that part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

8.8 This Deed shall not be enforceable against an individual owner-occupier of a Park Home sited and occupied pursuant to the Planning Permission or any person succeeding any such person.

8.9 Nothing in this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.

8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its function as a local authority.

- 8.12 The Owner covenants from the date that this Deed takes effect to allow the Council or the County Council and its respectively duly authorised officers or agents at all reasonable times to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.
- 8.13 Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council or the County Council.
- 8.14 The Owner covenants to pay the Council's and the County Council's reasonable legal costs incurred in the preparation and negotiation of this Deed on completion of this Deed.
- 8.15 The Owner covenants to pay the Council's monitoring fee of £1,380 (One Thousand Three Hundred and Eighty Pounds) on completion of this Deed
- 8.16 The Owner covenants to pay the County Council's monitoring fee of £519 (Five Hundred and Nineteen Pounds) on completion of this Deed
- 8.17 Unless otherwise agreed between the Parties if a Section 73 Consent is granted by the Council (or the Secretary of State) in relation to the Development, then with effect from the date that each such Section 73 Consent is granted:

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

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

**PROVIDED THAT**

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

**9. WAIVER**

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

**10. CHANGE IN OWNERSHIP**

The Owner agrees with the Council and the County Council to give each of them independently written notice within fourteen days (14) of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice quoting the Council's reference DC/23/4074/FUL giving details of the transferee's full name and registered office (if a company) or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan and the title number or numbers thereof.

**11. INDEXATION**

Any sum referred to in the Third Schedule and the Fourth Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the 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 Index for the month two (2) months before the date on which the sum is payable;
- 11.4 D is the Index for the month two (2) months before the date of this Deed; and
- 11.5 C/D is greater than one.

**12. INTEREST**

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

**13. VAT**

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

**14. DISPUTE PROVISIONS**

- 14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall, if the dispute cannot be resolved amicably between the relevant Parties within 20 Working Days of written notification of the said dispute, be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 14.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be

payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 14.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation.
- 14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him, within ten Working Days of notification of his appointment, written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.
- 14.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

**15. JURISDICTION**

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

**16. DELIVERY**

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

## **FIRST SCHEDULE**

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

The freehold land at Turino Avenue Martlesham Heath Martlesham Suffolk IPS 3RW within registered title number SK425939 shown edged red for indicative purposes only on the Plan and known as the Site.

**SECOND SCHEDULE**  
**Details of the Application**

Application Number	DC/23/4074/FUL
Application Type	Full Application
Date Validated	13 <sup>th</sup> November 2023
Location	Land at Turino Avenue Martlesham Heath Martlesham Suffolk IPS 3RW
Proposal	Change of use of land for the siting and occupation of 20no. residential park homes

## Draft Planning Permission



Mrs Bernadette Owens  
Falcon Residential Trailer Parks Ltd  
34-36 Bradfield Road  
Finedon Road Industrial Estate  
Wellingborough  
Northamptonshire  
NN8 4HB

## Planning Permission

**Town and Country Planning Act 1990**

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

<b>Our reference</b>	DC/23/4074/FUL
<b>Date valid</b>	13 November 2023
<b>Site</b>	Land At, Turino Avenue, Martlesham Heath
<b>Parish</b>	Martlesham
<b>Proposal</b>	Change of use of land for the siting and occupation of 20no. residential park homes

Permission is hereby **granted** by East Suffolk Council as local planning authority for the purposes of the Town and Country Planning Act 1990, for development in complete accordance with the application shown above, the plan(s) and information contained in the application, and subject to compliance with the following conditions as set out below. Your further attention is drawn to any informatives that may have been included.

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

SCLP3.2 - Settlement Hierarchy (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP3.3 - Settlement Boundaries (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

SCLP5.4 - Housing in Clusters in the Countryside (East Suffolk Council - Suffolk Coastal Local Plan, Adopted September 2020)

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3. The total number of mobile homes on the site at Falcon Residential Park, denoted by the red line area on the Site Location Plan received 20 October 2023, shall not exceed a total of 20 units. The total number of units allowed over the entirety of the Falcon Residential Park site as denoted by the red and blue line on drawing shall not exceed 248 units.  
Reason: For the purpose of clarity and to ensure that the total number of homes on the site is controlled.
4. No development shall commence until details of a scheme of landscape works (which term shall include tree and shrub planting, open space, driveway and parking areas and other operations as appropriate) at a scale not less than 1:200 have been submitted to and approved in writing by the local planning authority.  
Reason: To ensure that there is a well laid out landscaping scheme in the interest of visual amenity.
5. The approved landscaping scheme shall be implemented not later than the first planting season following commencement of the development (or within such extended period as the local planning authority may allow) and shall thereafter be retained and maintained for a period of 5 years. Any plant material removed, dying or becoming seriously damaged or diseased within five years of planting shall be replaced within the first available planting season and shall be retained and maintained.  
Reason: To ensure the submission and implementation of a well-laid out scheme of landscaping in the interest of visual amenity.
6. Development must be undertaken in accordance with the ecological avoidance, mitigation, compensation and enhancement measures identified within the Ecological Assessment (Hopkins Ecology, July 2023) as submitted with the planning application and agreed in principle with the local planning authority prior to determination.  
Reason: To ensure that ecological receptors are adequately protected and enhanced as part of the development.
7. No removal of hedgerows, trees or shrubs, brambles, ivy and other climbing plants shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the local planning authority.  
Reason: To ensure that nesting birds are protected.
8. Prior to works above ground level, a "lighting design strategy for biodiversity" shall be submitted to and approved in writing by the local planning authority. The strategy shall:
  - a) identify those areas/features on site that are particularly sensitive for biodiversity likely to be impacted by lighting and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and

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The scheme of investigation shall include an assessment of significance and research questions; and:

- a. The programme and methodology of site investigation and recording
- b. The programme for post investigation assessment
- c. Provision to be made for analysis of the site investigation and recording
- d. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- e. Provision to be made for archive deposition of the analysis and records of the site investigation
- f. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.
- g. The site investigation shall be completed prior to development, or in such other phased arrangement, as agreed and approved in writing by the Local Planning Authority

Reason:

To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy SCLP11.7 of Suffolk Coastal Local Plan (2020) and the National Planning Policy Framework (2023).

13. No building shall be occupied until the site investigation and post investigation assessment has been completed, submitted to and approved in writing by the Local Planning Authority, in accordance with the programme set out in the Written Scheme of Investigation approved under Condition 1 and the provision made for analysis, publication and dissemination of results and archive deposition.

Reason:

To safeguard archaeological assets within the approved development boundary from impacts relating to any groundworks associated with the development scheme and to ensure the proper and timely investigation, recording, reporting and presentation of archaeological assets affected by this development, in accordance with Policy SCLP11.7 of Suffolk Coastal Local Plan (2020) and the National Planning Policy Framework (2023).

14. In the event that contamination which has not already been identified to the Local Planning Authority (LPA) is found or suspected on the site it must be reported in writing immediately to the Local Planning Authority. Unless agreed in writing by the LPA no further development (including any construction, demolition, site clearance, removal of underground tanks and relic structures)

shall take place until this condition has been complied with in its entirety. An investigation and risk assessment must be completed in accordance with a scheme which is subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons (see Annex 2 of the National Planning Policy Framework) and conform with prevailing guidance (including BS8485:2015+A1:2019, BS 10175:2011+A2:2017 and Land Contamination Risk Management)

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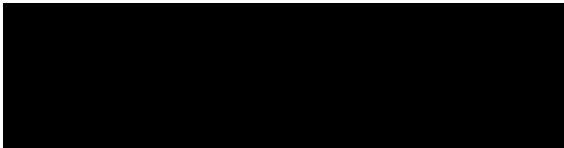
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an archaeological evaluation will be required to establish the potential of the site and decisions on the need for any further investigation (excavation before any groundworks commence and/or monitoring during groundworks) will be made on the basis of the results of the evaluation. Further details on our advisory services and charges can be found on our website: <http://www.suffolk.gov.uk/archaeology/>

4.
  - o Any works to a watercourse may require consent under section 23 of the Land Drainage Act 1991,
  - o Any discharge to a watercourse or groundwater needs to comply with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017,
  - o Any discharge of surface water to a watercourse that drains into an Internal Drainage Board district catchment is subject to payment of a surface water developer contribution,
  - o Any works to lay new surface water drainage pipes underneath the public highway will need a licence under section 50 of the New Roads and Street Works Act,
  - o Any works to a main river may require an environmental permit.
  
5. Private Water Supply It is unclear whether the development will involve a connection to the mains, or a private water supply. If the development involves connecting to an existing private water supply, or the creation of a new private water supply, advice should be sought from the Environmental Protection Team prior to commencing works. All works undertaken must comply with the Private Water Supplies Regulations 2016 (as amended).

Yours sincerely,



**Ben Woolnough MKTPI | Head of Planning and Building Control**  
East Suffolk Council

**Date:**

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DC - PEFULZ v.1

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- Notice of appeal in the case of applications for advertisement consent must be served within eight weeks of receipt of this notice. Notice of Householder and Minor Commercial Appeals must be served within 12 weeks, in all other cases, notice of appeal must be served within six months of this notice.
- If an enforcement notice has been/is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
- Appeals can be made online at:  
<https://www.gov.uk/appeal-planning-decision> (Full planning application)  
<https://www.gov.uk/appeal-householder-planning-decision> (Householder)  
<https://www.gov.uk/planning-inspectorate> (All other)  
 If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. [Further details are on GOV.UK.](#)

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**THIRD SCHEDULE**  
**The Owner Covenants with the Council**

**DEFINITIONS**

<b>“Affordable Housing”</b>	Housing that will be available to eligible households and as defined in Annex 2 of the National Planning Policy Framework (2024) or any amending or subsequent national planning policy that may be published by the Government whose needs are not met by the market and eligibility is determined with regard to local incomes and local house prices (unless otherwise agreed in writing with the Council);
<b>“Affordable Housing Contribution”</b>	Means the sum of £70,917.94 Index Linked to be paid in lieu of on-site Affordable Housing to be used towards the provision of Affordable Housing through the acquisition of land or the construction or development of new properties or the purchase or refurbishment of existing market properties in East Suffolk;
<b>“Habitat Mitigation Contribution”</b>	means a contribution of £384.51 (three hundred and eighty four pounds and fifty one pence) per Park Home (Index Linked) payable to the Council in accordance with this Third Schedule towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Development pursuant to Council’s Local Plan Policies and the Appropriate Assessments of the Local Plans, and the Recreational Disturbance Avoidance and Mitigation Strategy Supplementary Planning Document;

**1. AFFORDABLE HOUSING CONTRIBUTION**

- 1.1 The Owner covenants to pay 50% of the Affordable Housing Contribution to the Council prior to the siting and Occupation of the 8<sup>th</sup> Park Home on a Park Home Plot
- 1.2 The Owner covenants to pay the remaining 50% of the Affordable Housing Contribution to the Council prior to the siting and Occupation of the 12<sup>th</sup> Park Home on a Park Home Plot

**2. HABITAT MITIGATION CONTRIBUTION**

- 2.1 The Owner covenants to pay the Habitat Mitigation Contribution to the Council prior to Commencement of Development.
- 2.2 The Owner covenants not to Commence or permit the Commencement of Development until the Habitat Mitigation Contribution been paid to the Council.

**3. NOTICES**

- 3.1 The Owner covenants to provide written notification to the Section 106 Officer within 10 Working Days of:
  - 3.1.1 Commencement of Development
  - 3.1.2 The siting and Occupation of the 1<sup>st</sup> Park Home on a Park Home Plot
  - 3.1.3 The siting and Occupation of the 7<sup>th</sup> Park Home on a Park Home Plot
  - 3.1.4 The siting and Occupation of the 11<sup>th</sup> Park Home on a Park Home Plot

**Fourth Schedule**  
**The Owner's Covenants with the County Council**

**DEFINITIONS**

<b>“Library Contribution”</b>	Means the sum of £4,900 (Four Thousand Nine-Hundred Pounds) (Index Linked) payable to the County Council to be used towards improvement and enhancement (including books and ICT) of library services serving the Development
<b>“Public Right of Way Improvement Contribution”</b>	Means the sum of £5,076 (Five Thousand and Seventy-Six pounds) (Index Linked) payable to the County Council to be used towards works to clear and improve the surface of Footpaths 40 and 42 Martlesham including officer time and all other ancillary costs

**1. LIBRARY CONTRIBUTION**

- 1.1 The Owner covenants to pay the Library Contribution to the County Council prior to siting and Occupation of the 1<sup>st</sup> Park Home on a Park Home Plot
- 1.2 The Owner covenants with to County Council not to site or permit to be sited and Occupied the 1<sup>st</sup> Park Home on a Park Home Plot prior to paying the Library Contribution to the County Council

**2. PUBLIC RIGHTS OF WAY IMPROVEMENT CONTRIBUTION**

- 2.1 The Owner covenants to pay the Public Rights of Way Improvement Contribution to the County Council prior to siting and Occupation of the 1<sup>st</sup> Park Home on a Park Home Plot
- 2.2 The Owner covenants with to County Council not to site or permit to be sited and Occupied the 1<sup>st</sup> Park Home on a Park Home Plot prior to paying the Public Rights of Way Improvement Contribution to the County Council

**3. NOTICES**

- 3.1 The Owner covenants to provide written notification to the County Council within 10 Working Days of:
  - 3.1.1 Commencement of Development
  - 3.1.2 The siting and Occupation of the 1<sup>st</sup> Park Home on a Park Home Plot
  - 3.1.3 The siting and Occupation of the final Park Home on a Park Home Plot

## FIFTH SCHEDULE

### COUNCIL COVENANTS

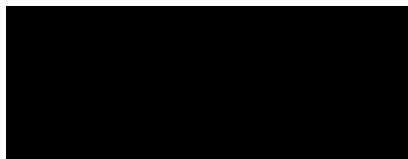
1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The Council shall use the Habitat Mitigation Contribution for the purposes set out in the Deed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

## SIXTH SCHEDULE

### COUNTY COUNCIL COVENANTS

1. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. The County Council shall use all sums received under the terms of this Deed for the purposes specified in this Deed within ten (10) years from the from the date the final Park Home is sited on a Park Home Plot and Occupied.
3. If requested to do so in writing after the expiry of ten (10) years of the from the date the final Park Home is sited on a Park Home Plot and Occupied within a further period of one (1) year to pay within one month of such request to any person such amount of the Library Contribution or the Public Rights of Way Improvement 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
4. When the Library Contribution or the Public Rights of Way Improvement 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 date the final Park Home is sited on a Park Home Plot and Occupied 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

THE COMMON SEAL of  
EAST SUFFOLK COUNCIL  
was affixed in the presence of:



1821

..... Authorised Officer

THE COMMON SEAL OF  
SUFFOLK COUNTY COUNCIL  
Was affixed in the presence of:

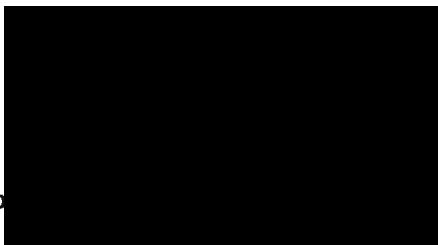


uthorised Officer



70061

EXECUTED AS A DEED BY  
FALCON RESIDENTIAL TRAILER PARKS LI  
acting by IAN CHARLES COLLIER a director  
in the presence of:



Signature of witness:  
Name of witness:  
Address of witness:

