

DATED

25 June

2025

(1) EAST SUFFOLK COUNCIL

-and-

(2) SUFFOLK COUNTY COUNCIL

-and-

(3) OLDMAN HOMES LIMITED

-and-

(4) STARKEMP LIMITED

AGREEMENT UNDER SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990

relating to the development of land north of Union Lane, Oulton, Suffolk

DC/22/4993/FUL



Howes Percival LLP

Flint Buildings

1 Bedding Lane

Norwich, NR3 1RG

JZC/248196.0001

THIS AGREEMENT is made this 25 day of June 2025

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT ("the Council"); and
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX ("the County Council"); and
- (3) **OLDMAN HOMES LIMITED** (Company registration number: 03006852) whose registered office is situated at 13 The Close, Norwich, England, NR1 4DS and whose address for service is at Wolseley House, 1 Quay View Business Park, Barnards Way, Lowestoft Suffolk NR32 2HD ("the First Owner"); and
- (4) **STARKEMP LIMITED** (Company registration number: 03080112) whose registered office is situated at 3a Quay View Business Park, Barnards Way, Lowestoft, Suffolk NR32 2HD ("the Second Owner")

jointly to be referred to as "the Parties"

BETWEEN

RECITALS

1. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and the authority who is entitled to enforce the obligations contained in this Deed.
2. The County Council is the local highway authority (except for trunk roads) 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 and is also the freehold owner of the PROW Land which is part of the land registered at the Land Registry with title number SK11403.
3. The First Owner is the freehold owner of the part of the Site which is part of the land registered at the Land Registry with title number SK267073 and the First Owner has entered into a contract with the Second Owner to purchase the part of the Site which is part of the land registered at the Land Registry with title number SK154706.

4. The Second Owner is the freehold owner of the part of the Site which is part of the land registered at the Land Registry with title number SK154706.
5. The Application has been made to the Council by the First Owner.
6. The Parties have agreed to enter into this Deed in order to secure the planning obligations and other covenants contained in this Deed in the event the Planning Permission is granted.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PROVISIONS

1 DEFINITIONS

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

- | | |
|---------------------------------------|---|
| “1980 Act” | means the Highways Act 1980 (as amended) |
| “100% Staircaser” | means a lessee of a Shared Ownership Dwelling under a Shared Ownership Lease who has exercised their right under that lease to purchase 100% of the equity in the Shared Ownership Dwelling or the owner of a Shared Equity Dwelling who has exercised their right to purchase the remaining equity |
| “Act” | the Town and Country Planning Act 1990 (as amended) |
| “Additional First Homes Contribution” | means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 1.11, 1.12 or 1.23 of the Second Schedule, the lower of the following two amounts: <ul style="list-style-type: none">• 30% of the proceeds of sale; and• the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not |

include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

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

“Affordable Housing Mix”

(unless otherwise agreed in writing with the Council) the mix of Affordable Housing Units shall be 100% First Homes or such other mix (such proposal to reflect the Council’s up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) approved as part of the Affordable Housing Scheme

“Affordable Housing Scheme”

(unless otherwise agreed in writing by the Council) means a scheme to be submitted and approved by the Council for the provision of the Affordable Housing Units on Phase 2 of the Development such Affordable Housing Scheme shall include details of:

- the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Housing Units;
- details as the Council reasonably requires to satisfy itself that the Affordable Housing Units will be secured as Affordable Housing in perpetuity;
- the location, plot numbers, housing type and size (including number of occupants a dwelling can house) of Affordable Housing Units allocated to the Affordable Housing Scheme;
- full details of the Affordable Housing Mix (such proposal to reflect the Council’s up to date strategic housing market assessment and specific local needs as determined and agreed by the Council);

- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme

"Affordable Housing Target Tenure Split"

means (unless otherwise agreed in writing with the Council):

- (a) a minimum of 50% per cent of the Affordable Housing Units to be provided as Affordable Rental Units; and
- (b) a maximum of 25% per cent of the Affordable Housing Units to be provided as Intermediate Dwellings;
- (c) a maximum of 25% per cent of the Affordable Housing Units to be provided as First Homes

"Affordable Housing Units"

means four (4) of the Dwellings to be provided on Phase 2 pursuant to the Planning Permission to be Occupied as Affordable Housing (unless otherwise agreed in writing with the Council)

"Affordable Housing"

subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market in accordance with and defined in Annex 2 of the NPPF

"Affordable Rental Units"

means those Affordable Housing Units to be let by a Registered Provider with an appropriate agreement with Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges that does not exceed the local housing allowance or as otherwise agreed with the Council in writing

"Application"

the hybrid planning application for the Development validated by the Council on 22 December 2022 and allocated reference number DC/22/4993/FUL

"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Average Intermediate Housing Value"	means the average value of Intermediate Dwellings floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owners
"Average Low Cost Rent Housing Value"	means 80% Market Value of Affordable Rental Units at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner
"BCIS Index Linked"	the increase in any sum referred to in this Deed by an amount equivalent to the increase in the BCIS Index calculated in accordance with Clause 11 of this Deed
"BCIS Index"	the All In Tender Price Index published by the Building Cost Information Service or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties
"Build Costs"	means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices;

- (c) costs certified by the Owners' quantity surveyor, costs consultant or agent;
- (d) professional, finance, legal and marketing costs;
- (e) payments made pursuant to this Deed;

but for the avoidance of doubt build costs exclude:

- (i) all internal costs of the Owners including but not limited to project management costs, overheads and administration expenses; and
- (ii) any costs arising from Fraudulent Transactions

"Chargee"

any mortgagee or chargee of any Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

"Commencement"

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 other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" shall be construed accordingly

"Compliance Certificate"

means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 1.13 of the Second Schedule applies the Eligibility Criteria (Local)

"Component"	means a part of the Development including but not limited to: <ul style="list-style-type: none"> (a) Open Market Dwellings; (b) Affordable Housing Units; (c) any other floorspace, property or land
"Default Interest Rate"	4% per annum above the base lending rate of the Bank of England from time to time unless otherwise provided by this Deed
"Development"	the development of the Site for (i) the demolition of existing buildings and erection of 45 residential dwellings (Class C3), creation of new pedestrian and vehicle access, hard and soft landscaping and other associated works (full permission) (ii) for up to 87 residential dwellings (Class C3) (outline permission with all matters reserved for future determination except access), pursuant to the Planning Permission
"Development Viability Information"	Means <ul style="list-style-type: none"> (a) in respect of Formula 1b: <ul style="list-style-type: none"> (i) Early Stage Review GDV; and (ii) Early Stage Review Build Costs; (b) in respect of Formula 3: <ul style="list-style-type: none"> (i) Late Stage Review Actual GDV; (ii) Late Stage Review Actual Build Costs; (iii) Late Stage Review Estimated GDV; and (iv) Late Stage Review Estimated Build Costs; and (c) in respect of Formula 4:

- (i) Average Open Market Housing Value
- (ii) Average Low Cost Rent Housing Value;
and
- (iii) Average Intermediate Housing Value

and including in each case supporting evidence to the Council's reasonable satisfaction

"Discount Market Price" means a sum which is the Market Value (B) discounted by at least 30%

"Disposal" means:

- (a) the Sale of any Component of the Development;
- (b) the grant of a lease of a term of less than 125 years of any Component of the Development; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of any Component of the Development
- (d) the Sale of the Development as a whole

ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposes", "Disposals" and "Disposed" shall be construed accordingly

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

- (a) a letting or sub-letting of a First Home in accordance with paragraph 1.17 to 1.21 of the Second Schedule
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner
- (c) an Exempt Disposal

and "Dispose (First Home)" "Disposed (First Home)" and "Disposing (First Home)" shall be construed accordingly

"Dwelling"

any dwelling (including a house flat maisonette or bungalow and including Affordable Housing Units, Open Market Dwellings, Self-Build Dwellings) to be constructed in accordance with the Planning Permission

"Early Stage Review Affordable Housing Contribution"

means (if applicable) the proportion of Surplus profit (if any) arising from the application of Formula 1b as agreed or determined in accordance with paragraph 3.4 of the Second Schedule and which is to be paid to the Council as a financial contribution to be used for the provision of Affordable Housing within the Council's administrative area

"Early Stage Review Build Costs"

means the sum of:

- (a) the estimated Build Costs remaining to be incurred; and
- (b) the Build Costs actually incurred including the figures for the value of the Site as included in the viability review carried out by the Council's consultant before the grant of the Planning Permission

at the Early Stage Review Date

"Early Stage Review Date"

means the date of the submission of the Development Viability Information pursuant to paragraph 2.1 of the Second Schedule

"Early Stage Review GDV"

means the sum of:

- (a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and
- (b) all Public Subsidy and any Development related income from any other sources to be assessed by

the Council excluding any Public Subsidy repaid by the Owners to the Council

"Eligibility Criteria (Local)"

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

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

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

"Eligibility Criteria (National)"

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

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

"Eligible Person"

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

"Exempt Disposal"

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

- (a) a Disposal (First Home) to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal (First Home) to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) a Disposal (First Home) to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- (d) a Disposal (First Home) to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 1.23 shall apply to such sale)

provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 1.16 of the Second Schedule

"External Consultant"

means the external consultant(s) appointed by the Council to assess the Development Viability Information

"First Homes Owner"

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

- (a) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made

available and is disposed of for occupation as a First Home; or

- (b) the freehold a tenant or sub-tenant of a permitted letting under paragraph 1.16 of the Second Schedule

“First Homes” means Dwellings which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal (First Home) does not exceed the Price Cap.

“First Time Buyer” means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

“Formula 1b” means the formula identified as “Formula 1b” within Appendix 1

“Formula 3” means the formula identified as “Formula 3” within Appendix 2

“Formula 4” means the formula identified as “Formula 4” within Appendix 3

“Fraudulent Transaction” means:

- (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or
- (b) a Disposal that is not an arm's length third party bona fide transaction

“Home Pack” means documentation to be provided to each new household prior to first Occupation of that Dwelling to promote the use of public rights of way in the vicinity of the Site for recreation

“Intermediate Dwellings” means Dwellings made available as Affordable Housing Units which may be Shared Ownership Dwellings and/or

Shared Equity Dwellings (unless otherwise agreed in writing with the Council)

"Late Stage Review Actual Build Costs"

means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance but include the figures for the value of the Site as included in the viability review carried out by the Council's consultant before the grant of the Planning Permission

"Late Stage Review Actual GDV"

means the sum of:

- (a) the value of all gross receipts from any Disposal of a Component of the Development prior to the Late Stage Review Date;
- (b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and
- (c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council
- (d) in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b)

"Late Stage Review Cap"

means the cap on the Late Stage Review contribution as calculated in accordance with Formula 4

"Late Stage Review Contribution"

means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Late Stage Review Cap

"Late Stage Review Date"	means the date on which 75% (seventy-five per cent) of the Open Market Dwellings on Phase 2 have been Occupied
"Late Stage Review Estimated Build Costs"	means the estimated Build Costs remaining to be incurred at the Late Stage Review Date
"Late Stage Review Estimated GDV"	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence
"Local Connections Cascade"	the local connections criteria to be applied to each and every let or sale of an Affordable Housing Unit as set out in Appendix 4
"Location Plan"	means the plan attached to this Deed at the First Schedule titled "Site Location Plan" with reference LOC 01 Rev L
"Management Company"	means a company or body who will take over responsibility for the future maintenance of the open space on a Phase and which may include a residents association established for this purpose or a private limited company
"Market Value"	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed reasonably by the Council and assuming:</p> <ul style="list-style-type: none"> (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;

- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

“Market Value (B)”	means the open market value as assessed by a Valuer of a Dwelling and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account any discount in the valuation;
“Mortgagee”	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire an Affordable Housing Unit including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring an Affordable Housing Unit
“NPPF”	means the National Planning Policy Framework (December 2024) as amended or any successor document
“Occupation” “Occupy” and “Occupied”	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
“Open Market Dwelling”	means any Dwelling other than an Affordable Housing Unit
“Open Space (Phase 1)”	the area of open space on Phase 1 of the Development provided by the Owners for public use and enjoyment of the residents of the Development in accordance with

details shown on the Open Space Plan (Phase 1) and the Open Space Specification (Phase 1)

“Open Space (Phase 2)”

the areas of open space on Phase 2 of the Development provided by the Owners for public use and enjoyment of the residents of the Development in accordance with the Open Space Specification (Phase 2) to be agreed in writing with the Council and to be provided in phases within Phase 2 if so agreed in writing with the Council

“Open Space Plan (Phase 1)”

means the plan attached to this Deed at the First Schedule titled “Phase 1 Site Layout” with reference SL01 Rev AN (or such other plan as may be agreed by the Council in writing)

“Open Space Play Plan (Phase 1)”

means the plan attached to this Deed at the First Schedule titled “*Park Hill Oulton Area 1 Plan*” with reference Q10204_A and the plan attached to this Deed at the First Schedule titled “*Park Hill Oulton Area 2 Plan*” with reference Q10204 A (or such other plans as may be agreed by the Council in writing)

“Open Space Specification (Phase 1)”

means (unless otherwise agreed in writing with the Council) the plan for the delivery of the Open Space (Phase 1) including:

- a) specifications plans and drawings showing the layout and design of the Open Space (Phase 1) in accordance with the details shown on the Open Space Plan (Phase 1);
- b) details of the provision of dog waste bins within the Open Space (Phase 1);
- c) in the event that the details vary from those shown on the Open Space Play Plan (Phase 1), details of the provision of the play space within the Open Space (Phase 1) in accordance with the details shown on the Open Space Plan (Phase 1);

- d) details of the Home Pack to be provided to the occupiers of Dwellings on Phase 1;
- e) programme for the delivery of Open Space (Phase 1); and
- f) details of the maintenance arrangements for the Open Space (Phase 1)

“Open Space Specification (Phase 2)”

means (unless otherwise agreed in writing with the Council) the plan for the delivery of the Open Space (Phase 2) including;

- a) specifications plans and drawings showing but not limited to the layout and design of the Open Space (Phase 2) to be agreed in writing with the Council;
- b) details of the provision of dog waste bins within the Open Space (Phase 2);
- c) details of the Home Pack to be provided to the occupiers of Dwellings on Phase 2;
- d) details of a pedestrian link from Phase 2 of the Development to the western boundary of Phase 2;
- e) programme for the delivery of Open Space (Phase 2); and
- f) details of the maintenance arrangements for the Open Space (Phase 2)

“Owners”

means the First Owner and the Second Owner together

“Phase 1”

means those parts of the Site marked “Phase 1A”, “Phase 1B”, “Phase 1C”, “Phase 1D” and “Phase 1E” on the Phasing Plan (unless otherwise agreed by the Council in writing)

“Phase 2”

means those parts of the Site marked “Phase 2A”, “Phase 2B”, “Phase 2C”, “Phase 2D”, “Phase 2E”, “Phase 2F” “Phase 2G”, “Phase 2H”, “Phase 2I”, “Phase 2J”, “Phase

2K” and “Phase 2L” on the Phasing Plan (unless otherwise agreed by the Council in writing)

“Phasing Plan”

means the plan attached to this Deed at the First Schedule titled “Phasing Plan for CIL Purpose” with reference 2005 PHP 01 Rev G (or such other plan as may be agreed by the Council in writing)

“Planning Permission”

the hybrid planning permission that may be granted by the Council for the Development pursuant to the Application

“Practical Completion”

means the completion of a Dwelling to a standard which is wind and watertight and fit for habitation in terms of heating, plumbing, electrics and sanitation and “Practically Complete” shall be construed accordingly.

“Price Cap”

means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be set locally or published from time to time by the Secretary of State;

“Protected Person”

means any person who:

- a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- b) has exercised any statutory right to buy or preserved right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- c) a 100% Staircaser;
- d) any successor in title to a chargee or mortgagee of the persons named in a) – c) above;

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

“PROW Contribution“	means the sum of £20,000 RPI Index Linked payable to the County Council towards the costs of physically providing the PROW Route on the PROW Land and completing or making (as appropriate) the PROW Order
“PROW Land“	means the land shown shaded yellow and edged blue on the PROW Plan
“PROW Order“	means any deed of dedication or (as necessary) order or agreement required under section 25, 26 or 118 of the 1980 Act or section 257 of the Act in connection with the dedication of the PROW Route as a public footpath
“PROW Plan“	means the plan attached to this Deed at the First Schedule titled “Offsite Footway/Cycleway Link Option A“ with reference 1397/HWY/OPT-A (or such other plan as may be agreed by the Council and the County Council in writing)
“PROW Route“	means a route covering the full extent of the PROW Land and made up to a condition suitable for use by pedestrians
“RAMS Mitigation Contribution (Phase 1)“	the sum of £16,843.05 (BCIS Index Linked) payable to the Council towards the cost of mitigating the impact of additional visitors upon European Protected Sites as a result of the Phase 1 of the Development pursuant to the Local Plan Policies and the Appropriate Assessments of the Local Plans, and the Recreational Disturbance Avoidance and Mitigation Strategy Supplementary Planning Document published evidence May 2021
“RAMS Mitigation Contribution (Phase 2)“	the sum of £374.29 per Dwelling on Phase 2 of the Development (which would be the sum of £32,563.23 if 87 Dwellings are constructed pursuant to the Planning Permission on Phase 2 of the Development) BCIS Index Linked payable to the Council towards the cost of mitigating the impact of additional visitors upon European

Protected Sites as a result of the Development pursuant to the Local Plan Policies and the Appropriate Assessments of the Local Plans, and the Recreational Disturbance Avoidance and Mitigation Strategy Supplementary Planning Document.

- “Registered Provider” or “RP” for the purposes of this deed means either: -
- a) a body registered as a social landlord pursuant to the provisions of the Housing Act 1996 or a housing association within the meaning of the Housing Associations Act 1985 or;
 - b) any person or body or entity which is registered as a provider or social housing in accordance with Section 80(2) and Chapter 3 of the Housing and Regeneration Act 2008 or;
 - c) any body, organisation or company which is registered charity with the Charity Commissioners for England and Wales and approved by Homes England or any other body organisation or company approved by the Council and which has objects demonstrably similar to or compatible with or promoting those of a registered social landlord
- “Relevant Review Date” means the Early Stage Review Date or Late Stage Review Date as applicable
- “RPI Index Linked” the increase in any sum referred to in this Deed by an amount equivalent to the increase in the RPI Index calculated in accordance with Clause 11 of this Deed
- “RPI Index” means the “All Items” index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Owners and the Council or County Council (as relevant)

"Sale"	<p>means:</p> <p>(a) the sale of the freehold of a Component; or</p> <p>(b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent</p> <p>and "Sold" shall be construed accordingly</p>
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Section 106 Officer"	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
"Self-Build Dwellings"	means any Dwellings on the Development to be provided as self-build dwellings as defined in section 1(A1) of the Self Build and Custom Housebuilding Act 2015 pursuant to the Planning Permission
"Self-Build Phase"	means any Phase of the Development containing (or to contain) Self-Build Dwellings
"Shared Equity Dwellings"	means (unless otherwise agreed in writing) Affordable Housing Units to be purchased at no more than 75% Market Value (B) on a freehold basis with a second charge ("the Second Charge") for the remaining 25% in favour of the RP by persons for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in Homes England's capital funding guide. The Second Charge shall have no interest payable in relation to it and shall not involve any consideration being due on initial sale. The Second Charge shall not be redeemed or removed by the purchaser otherwise than on or after the second anniversary of the first Occupation of the Shared Equity Dwelling and only for consideration the equivalent of 25% of the Market Value (B) at that time, or, if at any point

during the term the Shared Equity Dwelling is sold, then the proceeds of sale shall be divided on the basis of 75% of the proceeds to the vendor and 25% to the Registered Provider or Council and the Second Charge shall thereafter be redeemed and removed from the title on completion of the sale. In the event that the remaining equity in the Shared Equity Dwelling is purchased the proceeds from such sale are to be ringfenced by the Registered Provider or Council and used for the provision of Affordable Housing within East Suffolk District unless otherwise agreed with the Council in writing

“Shared Ownership Dwellings” dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in Homes England’s capital funding guide

“Shared Ownership Lease” a lease or sub-lease of a Shared Ownership Dwelling granted at a premium whereby not less than 10% (ten percent) and not more than up to 75% (seventy five percent) on first purchase of the equitable interest is paid by the tenant on completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and which lease shall allow a rent to be charged on the remainder of the equitable interest not purchased, such rent not to exceed an annual sum calculated at 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding Consumer Prices Index (CPI) published by the Office for National Statistics (or if such index ceases to be published such other index the Council shall reasonably determine) plus 1% or such other figure permitted by Homes England from time to time

"Site"	means the land north of Union Lane, Oulton, Suffolk against which this Deed may be enforced and shown for identification purposes only edged red on the Location Plan to the extent such land is registered at the Land Registry under title numbers SK267073 and SK154706
"Surplus"	means the surplus profit determined as a result of the application of Formula 1b or Formula 3
"Travel Plan Evaluation & Support Contribution"	means [REDACTED] and two hundred pounds (£1,000.00) RPI Index Linked per annum for at least 5 years from the Occupation of the first Dwelling on the Development or until one year after the Occupation of the final Dwelling on the Development (whichever is longer) to be applied by the County Council solely towards the monitoring of the Travel Plans (unless otherwise agreed in writing with the County Council)
"Travel Plans"	means unless otherwise agreed in writing by the County Council the Travel Plans to be approved by the Council pursuant to conditions 16 and 40 of the Planning Permission (as appropriate)
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity;
"Working Day(s)"	Mondays to Fridays (excluding days that in England and Wales are public holidays or on which the Council offices are closed and the period between Boxing Day and New Year's Day) inclusive

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Words of the any 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 Unless stated otherwise in this Deed any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to 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 successor to their respective statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and / or the County Council as appropriate in the case of covenants made with it as local planning authority against the Owners and their successors in title.

4 CONDITIONALITY

The obligations set out in the Second and Third Schedule are conditional upon:

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

and the rest of the provisions set out in this Deed shall take effect immediately upon completion of this Deed.

5 THE OWNERS' COVENANTS

- 5.1 The Owners covenant with the Council as set out in the Second Schedule.
- 5.2 The Owners covenant with the County Council as set out in the Third Schedule.

6 THE COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owners as set out in the Second and Fourth Schedule.
- 6.2 The County Council covenants with the Owners as set out in the Fifth Schedule.

7 LEGAL AND MONITORING FEES

- 7.1 Immediately prior to the completion of this Deed the First Owner shall pay the Council's and the County Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed.
- 7.2 Within 14 days of completion of this Agreement the Owners shall pay the Council the total sum of £4005 towards the monitoring of the performance of the planning obligations that the Owners are required to observe and perform to the Council.
- 7.3 Prior to the completion of this Agreement the Owners shall pay the County Council the total sum of £519.00 towards the monitoring of the performance of the planning obligations that the Owners are required to observe and perform to the County Council.

8 INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council or County Council by the date it is due, the Owners shall pay interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

9 MISCELLANEOUS

- 9.1 The Owners covenant and warrants to the Council and the County Council that they are the freehold owners of the Site and have full power and capacity to enter into this Deed and that there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

- 9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 9.3 This Deed shall be registered as a local land charge by the Council.
- 9.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners 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.
- 9.5 Any notice or written communication to be served or given by one party to any other party under the terms of this Deed shall be deemed to have been properly served or given if delivered by hand or sent by first class post or registered or recorded delivery to the following addresses:
- 9.5.1 First Owner: at the address at the beginning of this Deed; and
- 9.5.2 Second Owner: at the address at the beginning of this Deed; and
- 9.5.3 Council: shall be addressed to the Section 106 Officer at the address set out aforesaid; and
- 9.5.4 County Council: shall be addressed to the Executive Director of Growth Highways and Infrastructure at the address at the beginning of this Deed; or
- 9.5.5 such other address as may be notified in writing from time to time.
- 9.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 9.7 Insofar as any clause or clauses of this Deed are 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.
- 9.8 Subject to clause 9.7 and clause 17 of this Deed, 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.

- 9.9 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT neither the reservation of rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or part of the Site) shall constitute an interest for the purposes of this Clause.
- 9.10 This Deed shall not be enforceable against:
- 9.10.1 owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them;
- 9.10.2 a statutory undertaker after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated) by the Owners to that statutory undertaker;
- 9.10.3 any mortgagee or chargee of the whole or any part of the Owners' interest in the Site unless such mortgagee or chargee takes possession of the Site or part thereof in which case it will be bound by the obligations as a person deriving title from the Owner.
- 9.11 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.
- 9.12 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 9.13 The Owners covenant from the date that this Deed takes effect to allow the Council and the County Council, and their duly authorised officers or agents at all reasonable times on reasonable notice to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed and in doing so the Council or the County Council shall have regard to all health and safety requirements when visiting the Site.
- 9.14 The Owners hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.

10 WAIVER

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

11 INDEXATION

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

A is the sum payable under this Deed;

B is the original sum calculated as the sum payable;

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

D is the BCIS Index or RPI Index (as applicable) (as applicable) for the month two (2) months before the date of this Deed

C/D is equal to or greater than 1.

12 VAT

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

12.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

13 DISPUTE PROVISIONS

13.1 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 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 to the dispute in equal shares.

- 13.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 13.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor (or suitable person holding appropriate professional qualifications) to determine the dispute such solicitor or other person acting as an expert and his decision shall be final and binding on all parties to the dispute 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 to the dispute in equal shares.
- 13.3 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 (28) working days after the conclusion of any hearing that takes place or twenty-eight (28) working days after he has received any file or written representation.
- 13.4 The expert shall be required to give notice to each of the said parties to the dispute 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 (10) working days.

14 CHANGES IN OWNERSHIP OF THE SITE

The Owners shall give the Section 106 Officer and the County Council within ten (10) Working Days written notice quoting the Council's reference DC/22/4993/FUL of any change in ownership of their freehold interest in the Site or of any other disposal of any part of the Site occurring before all the obligations under this Deed have been discharged such notice 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 purchased by reference to a plan save that this requirement shall not apply to any such disposals to individual Dwelling purchasers or disposals of any part of the Site to a statutory undertaker.

15 NOTICES

The Owners covenant to inform the Council and County Council by way of written notice within fourteen (14) Working Days following:

- (i) Commencement of Development on Phase 1;
- (ii) Commencement of Development on Phase 2;
- (iii) First Occupation of the first (1st) Dwelling;
- (iv) First Occupation of the final Dwelling.

16 JURISDICTION

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

17 FUTURE PERMISSIONS

17.1 Nothing in this agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

17.2 In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that such new planning permission is granted pursuant to section 73 of the Act:

17.2.1 the obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of any planning permission granted pursuant to Section 73 of the Act; and

17.2.2 the definitions of Application and Planning Permission shall be assumed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act.

18 DELIVERY

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

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

FIRST SCHEDULE

Location Plan

Open Space Plan (Phase 1)

Open Space Play Plan (Phase 1)

Phasing Plan

PROW Plan



Ordnance Survey, (c) Crown Copyright 2019. All rights reserved. Licence number 100022432
 1:1250 Scale Bar
 0m 10m 20m 30m 40m 50m

NOTES

The Copyright of the design remains with Architects and may not be reproduced in any form without their prior written consent.
 Written dimensions must be used in preference to scaled.
 Contractors must check all dimensions on site. Discrepancies are to be reported to the Architects before proceeding.
SPECIAL WARNING
 Relating to disks or electronic data containing computer files of drawings prepared by Eastern Design Architecture Ltd.
 Drawings issued by Eastern Design Architecture Ltd on paper, disk or e-mail are controlled to ensure that the changes can be recorded and traced.
 Eastern Design Architecture Ltd are not responsible for unauthorised changes made to their drawings or the consequences thereof.
 It is not possible to password, protect or securely lock computer generated drawings, and there are consequential risks.
 Recipients of electronic copies of this drawing must not make amendments without the written consent of Eastern Design Architecture Ltd.

REVISIONS

REV	DESCRIPTION	DATE
A.	Title revised.	25.04.22.
B.	Red line adjusted.	20.07.22.
C.	Red line adjusted.	26.07.22.
D.	Red line adjusted.	28.07.22.
E.	Phase 2 red line adjusted.	09.08.22.
F.	Phase 2 red line adjusted.	09.08.22.
G.	Phase 2 red line adjusted near emergency access.	16.08.22.
H.	Phase 1 red line adjusted.	23.08.22.
J.	Phase 1 red line adjusted.	08.12.22.
K.	Red line between phases removed	13.12.22.
L.	Ph red line adjusted to include proposed footpath link	11.03.24.

CLIENT:

OLDMAN HOMES LTD.

PROJECT:

PROPOSED RESIDENTIAL DEVELOPMENT, LAND OFF PARK HILL, OULTON LOWESTOFT.

DRAWING TITLE:

SITE LOCATION PLAN

DRAWING STATUS:

FOR PLANNING

SCALES-1:1250@ A2

DATE- JULY 2021



EASTERN DESIGN ARCHITECTURE LTD
 info@easterndesignarchitecture.co.uk

JOB NO.

2005

DWG NO.

LOC01

REV.

L