

DATE 6 March 2023

(1) IPSWICH BOROUGH COUNCIL

and

(2) SUFFOLK COUNTY COUNCIL

and

(3) HD INVESTMENTS 18 (IPSWICH) LTD

and

(4) TRANOS (UK) LIMITED

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990
as amended and other statutory provisions
relating to Land at 53-63 Carr Street, Ipswich (IP/21/00692/FUL)

Legal Services
Ipswich Borough Council
Grafton House
15-17 Russell Road
Ipswich
Suffolk
IP1 2DE
IP24.725

THIS DEED OF AGREEMENT is made the 6th day of March 2023

BETWEEN:

1. **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE (hereinafter called "**the Borough Council**"); and
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (hereinafter called "**the County Council**").
3. **HD INVESTMENTS (IPSWICH) LIMITED** (company registration number 12276122) whose registered office is at The Kinetic Centre, Theobald Street, Borehamwood, WD6 4PJ (hereinafter called "**the Owner**").
4. **TRANOS (UK) LIMITED** (company registration number 09138032) whose registered office is at 1st Floor, Senator House, 85 Queen Victoria Street, London, EC4V 4AB (hereinafter called "**the Mortgagee**").

RECITALS

- (A) The Borough Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Property is situated and is an authority who may enforce the planning obligations herein.
- (B) The County Council is the county planning authority and is also a local highway authority for the purposes of the Highways Act 1980 a local education authority under the relevant enactment and local library authority and by whom the obligations in this Deed are enforceable.
- (C) The Property comprises land registered at HM Land Registry under title number SK159112 excluding the retail unit on the ground floor which is registered with leasehold title number SK409628.
- (D) The Owner is the freehold owner of the Property free from encumbrances with the exception of the charge registered in favour of the Mortgagee.
- (E) The Mortgagee has a registered charge dated 30 April 2021 over the Property.
- (F) The Owner has submitted the Application to the Borough Council for the grant of the Permission for the development of the Property.
- (G) Pursuant to Section 106 of the 1990 Act the Councils and the Owner have agreed to enter into the Deed and acknowledge that the Development shall not take place until certain restrictions regulating the use of the Property are imposed in the manner hereinafter appearing.
- (H) Having regard to the provisions of the Local Plan, the Borough Council's Core Strategy and Policies Development Plan Document and all other material considerations the Borough Council considers it necessary in the interests of proper planning of its area that provision should be made for regulating the Development in the manner

hereinafter appearing and the Borough Council is satisfied that the Permission can only be granted subject to and on completion of this Deed.

OPERATIVE PROVISIONS

- 1 The following expressions shall have the meanings hereby respectively assigned to them:-

General Definitions

| | |
|----------------------------|---|
| "the 1990 Act" | means the Town and Country Planning Act 1990 as amended |
| "the Application" | means the planning application given reference IP/21/00692/FUL submitted by the Owner and validated by the Borough Council on 30.07.2022 |
| "BCIS Index" | means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors 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 Borough Council County Council and the Owner |
| "BCIS Indexed" | the increase in the Financial Contributions by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 34 of this Deed. |
| "Commencement Date" | <p>means the date on which the Development commences by the carrying out on the Property pursuant to the Permission of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT the following operations shall not constitute a material operation for the purposes of this agreement:-</p> <p>a) the demolition of any existing buildings or structures</p> <p>b) site investigations or surveys</p> <p>c) site decontamination (including any remedial work in respect of any contamination or other adverse ground conditions)</p> |

| | |
|---|--|
| | <p>d) tree felling</p> <p>e) diversion and laying of services</p> <p>f) temporary means of enclosure</p> <p>and the terms "Commencement" "Commenced" and "Commences" shall be construed accordingly</p> |
| "the Councils" | means the Borough Council and the County Council |
| "the County Council Contributions" | Means the Primary School Contribution, the Pre-School Contribution, the Libraries Contribution and the Waste Contribution |
| "County Council Monitoring Fee" | Means the sum of four hundred and twelve pounds (£412.00) |
| "Deed" | means this Deed of Agreement |
| "Development" | means the Development permitted under the Permission |
| "Dwelling" | means a dwelling forming part of the Development to be constructed in accordance with the Permission |
| "Financial Contributions" | <p>means any or all of the following financial contributions defined in the Deed:</p> <p>Primary School Contribution, Pre-School Contribution, Libraries Contribution, Waste Contribution, Public Open Space Contribution, RAMS Contribution</p> |
| Late Payment Interest | means interest calculated at the rate of 4% above the base lending rate from time to time of Bank of England |
| "the Obligations" | means the obligations provisions requirements conditions or other burdens set out in this Deed |
| "Occupation" | means occupation for the purpose permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be |

| | |
|-------------------------|--|
| | construed accordingly |
| "the Permission" | means the planning permission granted pursuant to the Application in the form annexed to this Deed |
| "the Plan" | means the plan annexed at the First Schedule hereto and marked "Plan" |
| "the Property" | means the land at 53-63 Carr Street, Ipswich in the County of Suffolk, IP4 1HB shown edged red on the Plan excluding the retail unit on the ground floor registered with leasehold title number SK409628 |

Financial Contributions

| | |
|---|---|
| Primary School Contribution | means the sum of twenty thousand five hundred and eight pounds only (£20,508.00) BCIS Indexed |
| Pre- School Contribution | means the sum of thirty-four thousand five hundred and thirty-six pounds only (£34,536.00) BCIS Indexed |
| Libraries Contribution | means the sum of three thousand eight hundred and eighty-eight pounds only (£3,888.00) BCIS Indexed |
| Waste Contribution | means the sum of two thousand, two hundred and thirty-two pounds only (£2,232.00) BCIS Indexed |
| POS Contribution | means the sum of ten thousand pounds only (£10,000.00) BCIS Indexed |
| Recreational Avoidance and Mitigation Strategy ("RAMS") Contribution | means the sum of two thousand one hundred and ninety-four pounds and two pence (£2194.02) BCIS Indexed |

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

- 4 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and where denoting natural persons shall include corporations and vice versa.
- 5 Any reference to any enactment regulation or order includes any statutory modification or re-enactment thereof 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 enactment regulation or order or deriving validity from it.
- 6 References in this Deed to the Councils shall where the context so admits include any public body in which the functions of the Councils at the date hereof under the enabling powers may for the time being be vested and any duly appointed servant agent or contractor of the Councils as the case may be or such other bodies.
- 7 Reference in this Deed to the Owner shall include successors in title and assigns to the Property or any part or parts thereof and to persons claiming an interest in land through or under it.
- 8 Headings in this Deed are not intended to be taken into account in its construction or interpretation
- 9 "Including" means "including, without limitation".
- 10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing by another person.
- 11 Where more than one person is named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

STATUTORY PROVISIONS AND COVENANTS

- 12 This Deed is made in pursuance of:-

Section 106 of the 1990 Act

Section 111 of the Local Government Act 1972

Section 1 of the Localism Act 2011

and all other enabling legislation.
- 13 The obligations created in the Second Schedule and the Third Schedule hereto are planning obligations insofar as they fall within the terms of Section 106 of the 1990 Act and are enforceable by the Councils as local planning authorities against the Owner and its successors in title.
- 14 Insofar as any of the covenants contained in this Deed are not planning obligations within section 106 of the 1990 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.

15 This Deed is conditional upon:

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

save for the provisions of this clause and clauses 20 to 46 which shall come into effect immediately upon completion of this Deed.

16 The Owner covenants with the Borough Council as set out in Part 1 of the Second Schedule so as to bind the Property and each and every part thereof.

17 The Owner covenants with the County Council as set out in Part 2 of the Second Schedule so as to bind the Property and each and every part thereof.

18 The Borough Council covenants with the Owner as set out in Part 1 of the Third Schedule.

19 The County Council covenants with the Owner as set out in Part 2 of the Third Schedule.

AGREEMENTS AND DECLARATIONS

20 This Deed shall bind the Property and every part thereof into whosoever hands the same may come and shall be enforceable against all persons that shall for the time being hold title to the same PROVIDED that no person shall be liable for any breach of an Obligation contained in this Deed occurring after he shall have parted with all interest in the Property save in respect of any breach at a time when they held any such interest.

21 This Deed shall be a local land charge and shall be registered as such by the Borough Council.

22 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (other than a successor in title to one of the original parties or their assignees) shall be entitled in that person's own right to enforce any provisions of this Deed pursuant to the provisions of the said Act.

23 The Owner shall pay to the Councils their reasonable legal costs incurred in connection with the negotiation, preparation, completion and registration of this Deed prior to the date hereof. The Owner shall also pay the County Council Monitoring Fee on completion of this Agreement.

24 The Owner shall supply to the Borough Council and the County Council (within twenty-one days of the date of the Borough Council or County Council's written request to do so) such reasonable information as the Borough Council and/or County Council within

its reasonable discretion considers it requires in order to determine whether the terms and conditions of this Deed are being observed.

- 25 The obligations in this Deed will not be enforceable against a statutory undertaker after the transfer of statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 26 Nothing in this Deed prohibits or limits the right to develop any part of the Property in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 27 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed revoked or otherwise withdrawn or expires by effluxion of time for the Commencement Date or is modified (without the consent of the Owner and subject to clause 32 below) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.
- 28 If any dispute shall arise between any of the parties to this Deed as to the Obligations under the terms of this Deed (other than a dispute touching or concerning the meaning or construction of this Deed) the same and all matters in relation thereto shall in the absence of any contrary provision herein contained or contrary agreement between the parties to the dispute be referred to a single person appointed by the President for the time being of the Royal Town Planning Institute or President for the time being of the Royal Institution of Chartered Surveyors (as appropriate) on the application of either party and such person shall act as an expert and shall make a decision within 28 days and his decision shall be final and binding on the parties to the dispute 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.
- 29 The provisions of this clause shall not affect the ability of the Borough Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 30 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Councils in the exercise of their statutory functions and the rights and powers duties and obligations of the Councils may be as fully and effectually exercised as if they were not a party to this Deed.
- 31 The Obligations contained in this Deed shall subject to clause 32 below only be capable of being varied by a supplemental deed between the parties hereto or their respective successors in title or assigns made under section 106A of the 1990 Act.
- 32 In the event that any new planning permission is granted in respect of the Development pursuant to section 73 of the 1990 Act BUT ONLY in such circumstances as follows and not otherwise: to amend detail with respect of number of dwellings; and/or the contributions; and/or triggers relating thereto, then subject to an agreement

between the parties to this Deed (or their successors) with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- (i) the obligations in this Deed shall (in addition to continuing to bind the Property in respect of the Planning Permission) relate to and bind the Property in respect of any planning permission granted pursuant to section 73 of the 1990 Act; and
- (ii) the definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s),

PROVIDED THAT nothing in this clause shall fetter the discretion of the Borough Council in determining any application(s) under section 73 of the 1990 Act or 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 1990 Act whether by way of a new deed or supplemental deed pursuant to section 106 of the 1990 or a modification agreement pursuant to section 106A of the 1990 Act.

- 33 If any Financial Contribution due under this Deed is paid late Late Payment Interest will be payable from the date payment is due until the date of payment.
- 34 The Financial Contributions shall (unless the context reads otherwise) be increased by an amount equivalent to the increase in the BCIS Index from the date hereof until the date on which such sum is payable using the formula $A = B \times C/D$ where:
- (i) A is the sum payable under this Deed;
 - (ii) B is the original sum calculated as the sum payable;
 - (iii) C is the BCIS Index for the month 2 months before the date on which the sum is payable;
 - (iv) D is the BCIS Index for the month 2 months before the date of this Deed; and
 - (v) C/D is greater than 1.
- 35 The Owner covenants from the date this Deed takes effect to allow the Councils and their respective duly authorised officers or agents at all reasonable times to enter into and remain upon the Property for the purposes of monitoring compliance with the provisions of this Deed.
- 36 The Owner hereby agrees that any rights to claim compensation arising from any limitations or restrictions on the planning of the Property under the terms of this Deed are hereby waived.
- 37 The Owner covenants and warrants to the Councils that it has full power to enter into this Deed and that there is no other person having a registered charge over or any registered binding interest in the Property, whose consent is necessary to make this

Deed binding on the Property and all estates and interests therein with the exception of the Mortgagee who is party to this Deed.

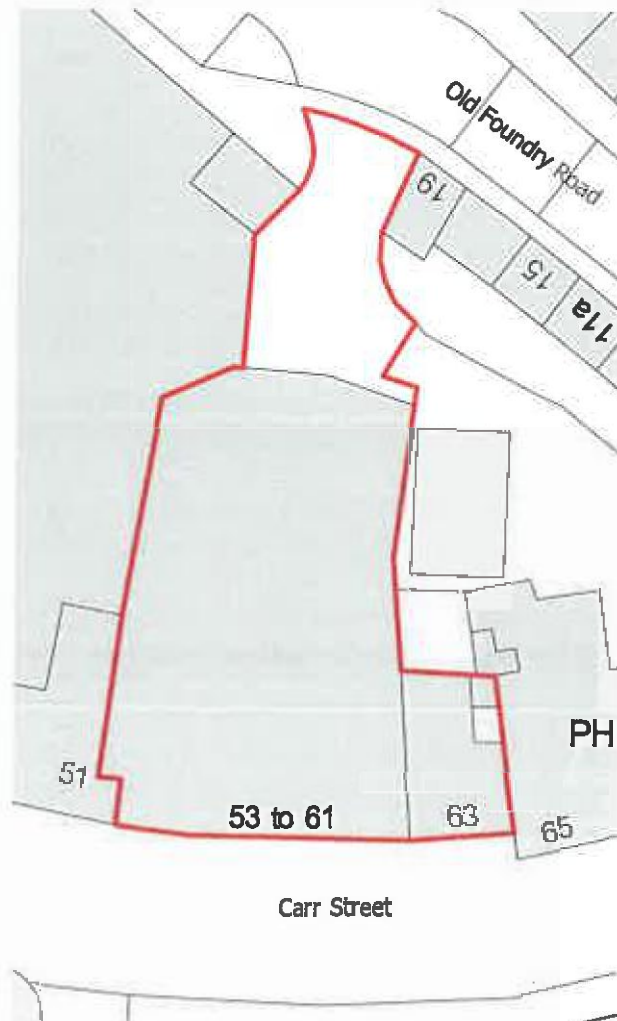
- 38 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such validity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 39 No waiver (whether express or implied) by the Councils of any breach or default in performing or observing any of the covenants terms of conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Councils from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
- 40 The Owner covenants with the Councils to give each of them written notice of any change in ownership of any of its interests in the Property (save for disposals of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to be given within twenty one (21) days of such change in ownership and shall 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 Property purchased by reference to a plan and a copy of the registered title and plan thereto.
- 41 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 42 The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) days following:
- (a) Commencement of Development;
 - (b) first Occupation of the first (1st) Dwelling;
 - (c) first Occupation of the final Dwelling; and
 - (d) Completion of the Development.
- 43 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.
- 44 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.
- 45 The Property shall be bound by the obligations contained in this Deed and any security of a mortgage or charge over the Property shall take effect subject to this Deed PROVIDED THAT a mortgagee or chargee, including any persons that may hold a mortgage or charge over the Property from time to time, shall otherwise have no liability under this Deed unless and until it takes possession of the Property in which case it too will be bound by the obligations affecting the part or parts of the Property as if it were a person deriving title from the Owner.

- 46 The obligations in this Deed shall not be enforceable against any individual owner, lessee or occupier of a Dwelling or any person deriving title from any such person.
- 47 The Councils covenant with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Deed, the Councils will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 48 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Property shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

IN WITNESS WHEREOF the parties have executed this Deed the day and year first hereinbefore written

FIRST SCHEDULE

The Plan



| revision | date | amendment | initials |
|-------------------------------------|--------------|--------------|----------|
| Project / Client | Project Ref: | North: | |
| 53-63 Carr Street, Ipswich, IP4 1HB | 6089 | | |
| Drawing Title: | Drawing No.: | Scale : | |
| Location Plan | 01 | 1:500 | |
| | Drawn: | Date: | |
| | PST | January 2020 | |
| | Checked : | Date: | |
| | PST | January 2020 | |

0m 10m 20m 30m

site boundary

b3 architects

Audley House, Berechurch Hall Road, Colchester, Essex CO2 9NW
Telephone 01206 562948
Email : architects@b3-architects.co.uk

Do not scale this drawing. Work to figured dimensions only. This drawing is copyright of b3 architects and should only be reproduced with their express permission.

SECOND SCHEDULE

The Planning Obligations

PART 1 THE OWNER'S COVENANTS WITH THE BOROUGH COUNCIL

FINANCIAL CONTRIBUTIONS

1.1 POS CONTRIBUTION

- 1.1.1 The Owner covenants to pay to the Borough Council the POS Contribution prior to the first Occupation of the first (1st) Dwelling.
- 1.1.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the POS Contribution has been paid to the Borough Council.

1.2 RAMS CONTRIBUTION

- 1.2.1 The Owner covenants to pay to the Borough Council the RAMS Contribution prior to the first Occupation of the first (1st) Dwelling.
- 1.2.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the RAMS Contribution has been paid to the Borough Council.

PART 2 THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

2.1 PRIMARY SCHOOL CONTRIBUTION

- 2.1.1 The Owner covenants to pay to the County Council the Primary School Contribution prior to the first Occupation of the first (1st) Dwelling.
- 2.1.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Primary School Contribution has been paid to the County Council.

2.2 PRE-SCHOOL CONTRIBUTION

- 2.2.1 The Owner covenants to pay to the County Council the Pre-School Contribution prior to the first Occupation of the first (1st) Dwelling.
- 2.2.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Pre-School Contribution has been paid to the County Council.

2.3 LIBRARIES CONTRIBUTION

- 2.3.1 The Owner covenants to pay to the County Council the Libraries Contribution prior to the first Occupation of the first (1st) Dwelling.
- 2.3.2 The Owner hereby covenants not to Occupy or permit Occupation of any Dwellings until the Libraries Contribution has been paid to the County Council.

2.4 WASTE CONTRIBUTION

2.4.1 The Owner covenants to pay to the County Council the Waste Contribution prior to the first Occupation of the first (1st) Dwelling.

2.4.2 The Owner hereby covenants not to Occupy or permit Occupation of any of the Dwellings until the Waste Contribution has been paid to the County Council.

PART 3 VIABILITY

3. Definitions

In this Second Schedule Part 3 Viability the following words and expressions have the following meanings:

| | |
|--|--|
| "Additional POS Contribution" | means a sum equal to 50% of any Profit up to but not exceeding the Additional POS Contribution Cap |
| "Additional POS Contribution Cap" | means the sum of sixty-six thousand one hundred and seventy-seven pounds (£66,177.00) |
| "Benchmark Land Value" | means the price for which the Property would reasonably be sold by a willing seller to a willing buyer to support the development being the sum of four hundred and fifteen thousand pounds (£415,000) plus 20% landowner incentive in accordance with the Original Viability Assessment |
| "Development Cost" | means the actual cost of carrying out the development including construction costs, preliminaries, professional fees, contingencies, marketing and letting, disposal fees, borrowing and funding rates, finance costs and other cost items for which estimates are included in the Original Viability Assessment |
| "Developer's Profit" | means 20% on the Gross Development Value |
| "External Consultant" | means the external consultant appointed by the Borough Council to independently assess the Updated Viability Assessment |

| | |
|--|---|
| "Gross Development Costs" | <p>means the aggregate of:</p> <ul style="list-style-type: none"> (a) the Benchmark Land Value; (b) cost of complying with any covenants or other contractual obligations affecting the title (c) the Development Cost; (d) the Planning Cost; and (e) the Developer's Profit. |
| "Gross Development Value" | <p>means the sum of the value of all gross receipts (in cash or in kind) from the sale of all the Dwellings comprised in the Development</p> |
| "Original Viability Assessment" | <p>means the original viability assessment produced by Savills Property Consultants and submitted by the Owner to the Borough Council as part of the Application,</p> |
| "Planning Cost" | <p>means the aggregate cost of complying with the Permission, subsequent planning application and planning obligations contained in this Agreement excluding the Additional POS Contribution which is contingent upon the outcome of the Updated Viability Assessment</p> |
| "Profit" | <p>the amount (if any) by which the Gross Development Value exceeds the Gross Development Costs</p> |
| "Trigger Date" | <p>the date being eighteen (18) months from and including the date of the decision notice granting the Planning Permission</p> |
| "Updated Viability Assessment" | <p>means an update to the Original Viability Assessment and to be in the same format as the Original Viability Assessment the point of which is to assess the financial viability of the</p> |

| | |
|--|--|
| | Development to ascertain whether the Development results in a Profit |
|--|--|

4. The Owner covenants as follows:
 - 4.1. Within 10 Working Days of the Trigger Date to notify the Borough Council in writing of whether it has commenced development or not.
 - 4.2. Within 3 months of the Trigger Date the Owner shall at its own cost prepare an Updated Viability Assessment and submit the same to the Borough Council for its consideration
 - 4.3. the Borough Council will be entitled to appoint an External Consultant to review and advise on the Updated Viability Assessment and the Owner will pay the reasonable and proper costs incurred by the External Consultant within 21 days of receiving a written invoice setting out the details of the works undertaken and costs involved.
 - 4.4. Within 56 Working Days of receiving the Updated Viability Assessment or any additional information requested by the Borough Council or the External Consultant (whichever is received later), then the External Consultant or the Borough Council as the case may be shall complete its review of the Updated Viability Assessment and shall inform the Owner as to whether or not it considers that the Development results in a Profit.
 - 4.5. If the outcome of the Updated Viability Assessment is that the Development results in a Profit then no later than six (6) months from the date that the Borough Council informs the Owner pursuant to paragraph 4.4 above that the Development results in a Profit the Owner shall pay to the Borough Council the Additional POS Contribution.
5. For the avoidance of doubt the Parties agree the Updated Viability Assessment shall have no bearing upon the Financial Contributions payable as set out within this deed which shall remain payable in full.
6. The Parties further agree that any Additional POS Contribution paid to the Borough Council in accordance with paragraph 4.5 above shall be paid in addition to the POS Contribution and not in replacement of it.

THIRD SCHEDULE

PART 1 BOROUGH COUNCIL COVENANTS

1. APPLICATION OF CONTRIBUTIONS

1.1 POS CONTRIBUTION

1.1.1 The Borough Council covenants to use the POS Contribution for the provision of deficient public open space in the Central area of Ipswich as defined in the Public Open Space Supplementary Planning Document.

1.1.2 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date of first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the POS Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed, less any deduction for the Borough Council's reasonable administrative costs associated with holding administering and refunding any part of the POS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.2 RAMS CONTRIBUTION

1.2.1 The Borough Council covenants to use the RAMS Contribution towards the mitigation of the Development on the Stour and Orwell Estuaries Special Protection Area (SPA) and the Stour and Orwell Estuaries Ramsar Site and Braziers Wood and Meadows County Wildlife Site.

1.4 ADDITIONAL CONTRIBUTION

1.4.1 The Borough Council covenants to use the Additional POS Contribution for the provision of public open space in the Borough Council's administrative area.

1.4.2 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years of the date that any Additional POS Contribution was paid within a further period of one (1) year pay to any person such amount of the Additional POS Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the Borough Council in accordance with the provisions of this Deed, less any deduction for the Borough Council's reasonable administrative costs associated with holding administering and refunding any part of the Additional POS Contribution, such payment to be made within twenty eight (28) Working Days of such request.

2 Discharge of Obligations

Upon receipt of a written request by the Owner, the Borough Council shall provide written confirmation to the Owner as to which obligations under this Deed have been discharged.

PART 2 COUNTY COUNCIL COVENANTS

1. APPLICATION OF CONTRIBUTIONS

1.1 Primary School Contribution

1.1.1 The County Council covenants to use the Primary School Contribution for additional facilities including the improvement and enhancement of St Helens Primary School being the primary school provision serving the Development or other primary schools within 2 miles radius of any part of the Property.

1.1.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of the Primary School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Primary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.2 Pre-School Contribution

1.2.1 The County Council covenants to use the Pre-School Contribution towards the provision of a new facility to be created to serve the development and/or additional facilities including the improvement and enhancement of other pre schools within 2 miles radius of any part of the Property.

1.2.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Pre-School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Pre-School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.3 Libraries Contribution

1.3.1 The County Council covenants to use the Libraries Contribution for the improvement and enhancement of library facilities including the provision of additional items of lending stock plus reference, audio visual and homework support materials to mitigate the impacts of the proposed development on the local library service.

1.3.2 The County Council shall if requested to do so in writing after the expiry of five (5) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Libraries Contribution paid by that person in accordance with the provisions of this Deed which has not been committed

or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Libraries Contribution, such payment to be made within twenty eight (28) Working Days of such request.

1.4 Waste Contribution

1.4.1 The County Council covenants to use the Waste Contribution towards the provision of new facilities household waste recycling centre serving the Development.

1.4.2 The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date of the first Occupation of the final Dwelling within a further period of one (1) year pay to any person such amount of Waste Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Waste Contribution, such payment to be made within twenty eight (28) Working Days of such request.

2. Discharge of obligations

Upon receipt of a written request by the Owner, the County Council shall provide written confirmation to the Owner as to which obligations under this Deed have been discharged.

Annex

Draft planning permission

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



To: Julian Sutton
JMS Planning
Build Studios
203 Westminster Bridge Road
London
SE1 7FR

Agent for: HD Investments 18 (Ipswich) Ltd

Application Reference: IP/21/00692/FUL

GRANT OF FULL PLANNING PERMISSION

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

Conversion of part of ground floor retail to provide disabled parking, bin stores, stores and plant room, bike store and stairs to upper floors to facilitate a change of use of first, second and third floors from retail (Use Class E(a)) to 18 flats (Use Class C3) to include rooftop amenity space and balconies and associated works.

at 53 - 63 Carr Street Ipswich Suffolk

in accordance with your application reference: IP/21/00692/FUL received 30.07.2021.

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

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

1. The development shall be completed in accordance with the approved plans and the requirements of the succeeding conditions; 015 PL00, Site Waste Management Plan, 6089/02 Rev A, 6089/06 rev H first floor only, 6089/07 rev G, 6089/09 rev G, 6089/11 rev B.
2. Prior to first occupation, the following details shall be submitted to and agreed in writing by the Local Planning Authority and shall be implemented as approved;
 - Details of balustrade and patterned glass to balcony enclosures
 - Fenestration details
 - Hard and soft landscaping
 - Detailed drawings of replacement shopfront and openings onto Carr Street (including materials).

3. The development shall be undertaken in accordance with details contained in the acoustics report.
4. Prior to the commencement of development, a contamination screening report shall be submitted to and agreed in writing by the Local Planning Authority and its findings as agreed implemented. Any unexpected contamination shall be reported to IBC Environmental Health department.
5. The development shall be undertaken in accordance with the Air Quality Assessment requirements.
6. The areas to be provided for storage of refuse/recycling bins as shown on Drawing Number 015 Revision PL00 shall be provided in its entirety before the development is brought in to use and shall be retained thereafter for no other purpose.
7. The use shall not commence until the areas within the site shown on Drawing Number 015 Revision PL00 for the purposes of loading and unloading, manoeuvring and parking of vehicles has been provided and thereafter that area shall be retained and used for no other purposes.
8. The use shall not commence until the area(s) within the site shown on Drawing Number 015 Revision PL00 for the purposes of secure cycle storage has been provided and thereafter the area(s) shall be retained, maintained and used for no other purposes.
9. No part of the development shall be commenced until a photographic condition survey of the highways fronting and near to the site has been submitted to and approved in writing by the Local Planning Authority.
10. A Construction Management Strategy shall be submitted to and approved in writing by the Local Planning Authority prior to work commencing on site. This strategy is to include access and parking arrangements for contractors vehicles (locations and times) and a methodology for avoiding debris from the site tracking onto the highway with a strategy for remedy of this should it occur. The approved strategy is to be adhered to until completion of the development.
11. Prior to occupation the following details shall be submitted to and agreed in writing by the Local Planning Authority and shall be implemented as approved;
 - i. Provision of details relating to security standards detailed for robust Secured By Design approved communal doors & access control;
 - ii. CCTV installation;
 - iii. Secure postal delivery;
 - iv. Cycle security.
12. In the event that the foundations are not suitable for the proposed loads, a written programme of work/monitoring by an archaeological contractor tied to and triggered by the final details of the works to the foundations shall be submitted to and agreed in writing by the Local Planning Authority and shall be implemented as approved.
13. The existing Juliette balcony and Carr Street sign on the Carr Street elevation shall remain in situ.
14. No dwelling shall be occupied until details relating to energy and water efficiency and 15% of energy requirements from decentralised and renewable or low-carbon sources and 19% improvement in the reduction of CO2 emissions above the Target Emission Rate of the 2013 Edition of the 2010 Building Regulations (Part L) and water efficiency standards of 110 litres/person/day as set out in Requirement G2, Part G of Schedule 1 and regulation 36 to

the Building Regulations 2010 as amended (unless not viable or feasible) have been submitted and approved.

15. EV charge points shall be provided in parking spaces prior to first occupation with a minimum charge specification of 7.4kW.
16. The communal outdoor amenity space shall be provided prior to the first occupation of the dwellings.
17. No drainage works shall commence until a surface water management strategy has been submitted to and approved in writing by the Local Planning Authority. No hard-standing areas shall be constructed until the works have been carried out in accordance with the surface water strategy as approved unless otherwise agreed in writing by the Local Planning Authority.
18. Prior to first occupation details of a management plan for communal areas including communal garden shall be submitted to and approved in writing by the Local planning Authority and shall be implemented as approved.
19. Four of the new dwellings shall be built to Building Regulations standard M4(2) to accord with Local Plan policy DM12 (f).

The reasons for the above condition(s) are as follows: -

1. For the avoidance of doubt and in the interests of proper planning.
2. Insufficient information has been provided and is required in the interests of ensuring that the appearance of the development is acceptable and in the interests of the amenities of future occupiers of the development.
3. In the interest of the amenities of future occupiers of the development.
4. In the interests of the amenities of existing and future residents to protect against contamination.
5. In the interests of promoting the air quality of the town centre environment.
6. To ensure that refuse recycling bins are not stored on the highway causing obstruction and dangers for other users.
7. To ensure that sufficient space is provided within the site for loading and unloading whereon-street loading would be detrimental to highway safety to users of the highway.
8. To ensure that sufficient areas for secure cycle storage are provided in accordance with Suffolk Guidance for Parking 2019 to promote sustainable travel.
9. To ensure that damage to the highway as a result of the development is repaired at the developer's cost and satisfactory access is maintained for the safety of residents and the public.
10. In the interest of highway safety to avoid the hazard caused by debris on the highway and to ensure minimal adverse impact on the public highway during the construction phase.
11. The site is in a town centre with high crime levels.
12. The site is in an area of high archaeological significance and sensitivity where excavations

have the potential to impact on archaeological features and deposits.

13. The balcony and Carr Street sign contribute to the overall appearance and character of the area.
14. In the interests of sustainability.
15. In the interests of sustainability.
16. The proposed development does not provide sufficient private amenity space and the provision of communal space is required in the interests of the amenities of future occupiers of the development.
17. To prevent environmental and amenity problems arising from flooding.
18. In the interests of the amenities of future occupiers of the development.
19. In order to comply with Local Plan policy DM12 (f).

INFORMATIVES

1. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.
2. Ipswich Borough Council supports the use of automatic sprinkler systems.
3. Suffolk Constabulary Advice: The applicant is encouraged to apply for SBD certification. Secured by Design aims to achieve a good overall standard of security for buildings and the immediate environment. It attempts to deter criminal and anti-social behaviour within developments by introducing appropriate design features that enable natural surveillance and create a sense of ownership and responsibility for every part of the development. Experience shows that building to the physical security of Secured by Design, which is the police approved minimum security standard, will reduce the potential for burglary by up to 87%, vehicle crime by 25% and criminal damage by 25%. It has also been shown to have a significant impact on anti-social behaviour (Secured By Design Homes 2019 v2).
4. SCC Highways advice - no unauthorised work or fenestration projecting over public highway.
5. Suffolk Fire and Rescue advice: No new fire hydrants are required for this site.
6. Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.
7. Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.

8. Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.
9. Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087.
10. The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.
11. Desktop analysis has suggested that the proposed development will lead to an unacceptable risk of flooding downstream. We therefore highly recommend that you engage with Anglian Water at your earliest convenience to develop in consultation with us a feasible drainage strategy. If you have not done so already, we recommend that you submit a Pre-planning enquiry with our Pre-Development team. This can be completed online at our website <http://www.anglianwater.co.uk/developers/pre-development.aspx>
Once submitted, we will work with you in developing a feasible mitigation solution. If a foul or surface water condition is applied by the Local Planning Authority to the Decision Notice, we will require a copy of the following information prior to recommending discharging the condition:
Surface water:
Feasible drainage strategy agreed with Anglian Water detailing the discharge solution, including:
Development hectare size
Proposed discharge rate (Our minimum discharge rate is 5l/s. The applicant can verify the site's existing 1 in 1 year greenfield run off rate on the following HR Wallingford website <http://www.uksuds.com/drainage-calculation-tools/greenfield-runoff-rate-estimation>.
For Brownfield sites being demolished, the site should be treated as Greenfield. Where this is not practical Anglian Water would assess the roof area of the former development site and subject to capacity, permit the 1 in 1 year calculated rate)
Connecting manhole discharge location
Sufficient evidence to prove that all surface water disposal routes have been explored as detailed in the surface water hierarchy, stipulated in Building Regulations Part H (Our Surface Water Policy can be found on our website)
12. This application is the subject of a legal agreement and this decision should only be read in conjunction with this agreement.

Summary of Development Plan policies and proposals relevant to this decision: -

1. Ipswich Local Plan, incorporating the Core Strategy and Policies Development Plan Document (DPD) Review, and the Site Allocations and Policies (Incorporating IP-One Area Action Plan (AAP)) DPD Review (2022) - Policies CS1 (Sustainable Development), CS2 (The Location and Nature of Development), CS3 (IP-One Area Action Plan), CS4 (Protecting Our Assets), CS5 (Improving Accessibility), CS7 (The Amount of Housing Required), CS8 (Housing Type and Tenure); CS12 (Affordable Housing), CS14 (Retail Development and Main Town Centre Uses); CS15 (Education provision), CS16 (Green Infrastructure, Sport and Recreation); CS17 (Delivering Infrastructure), DM1 (Sustainable Construction); DM2 (Decentralised Renewable or Low Carbon Energy), DM3 (Air Quality), DM4 (Development and Flood Risk), DM6 (Provision of New Open Spaces, Sports and Recreation Facilities), DM7 (Provision of Private

outdoor Amenity Space in New and Existing Developments), DM8 (The Natural Environment), DM12 (Design and Character), DM13 (Built Heritage and Conservation), DM14 (Archaeology), DM18 (Amenity), DM21 (Transport and Access in New Developments), DM22 (Car & Cycle Parking In New Development), DM23 (The Density of Residential Development), DM25 (Shopfront Design), DM27 (The Central Shopping Area).

Dated:

Signed:

James Mann MRTPI
Head of Planning and Development
Grafton House
15-17 Russell Road
Ipswich IP1 2DE

SEE NOTES BELOW/OVERLEAF

N.B. This permission is not an approval under the Building Regulations; Approval under those regulations may also be required.

NOTES

1. If you are aggrieved by the decision of your Local Planning Authority to refuse permission or approval for the proposed development, or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
2. If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an Enforcement Notice, 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 this notice.
3. If an enforcement notice 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.
4. If this is a decision to refuse planning permission for a householder application, if you want to appeal against your Local Planning Authority's decision then you must do so within 12 weeks of the date of this notice.
5. If you want to appeal against your Local Planning Authority's decision then you must do so within 6 months of the date of this notice.
6. Appeals must be made using a form which you can get from Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at www.gov.uk/topic/planning-development/planning-permission-appeals
7. The Secretary of State can allow a longer period for the giving of a notice of appeal, but he will not normally be prepared to exercise this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
8. 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.
9. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by the Secretary of State.

10. If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonable beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
11. In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park Authority for that Park, or in any other case the District Council (or County Council which is exercising the function of a District Council in relation to an area for which there is no District Council), London Borough Council or Common Council of the City of London in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part VI of the Town and Country Planning Act 1990.

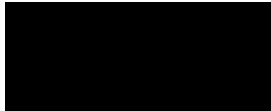
In making this decision the Council has positively addressed the National Planning Policy Framework 2021.

THE COMMON SEAL OF IPSWICH
BOROUGH COUNCIL was hereunto
affixed in the presence of.

)
)
)



Authorised Signatory

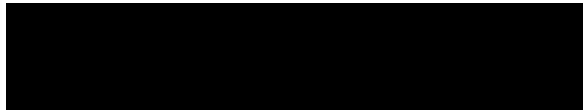


THE COMMON SEAL OF SUFFOLK
COUNTY COUNCIL was hereunto affixed
in the presence of.

)
)
)

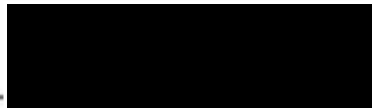


Authorised Signatory



EXECUTED as a DEED by

HD INVESTMENTS (IPSWICH)LIMITED



Acting by its director



DIRECTOR

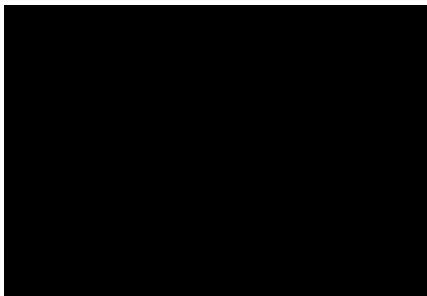
in the presence of.

Witness signature

Witness name

Witness address

Witness Occupation



EXECUTED as a DEED by

TRANOS (UK)LIMITED



Acting by its director



DIRECTOR

in the presence of.

Witness signature

Witness name

Witness add

Witness Occu

