

DATE 29 April 2026

(1) IPSWICH BOROUGH COUNCIL

AND

(2) SUFFOLK COUNTY COUNCIL

AND

(3) OAKHURST (EAST ANGLIA) LIMITED

AND

(4) RICHARD WILLIAM CATTERMOLE AND KEVIN PAUL CATTERMOLE

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

relating to

Land on the West Side of Humber Doucy Lane Ipswich

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

Ref: 4210312

This Deed is made the 29 day of April 2026

PARTIES:

- (1) **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE ("**the Borough Council**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("**the County Council**")
- (3) **OAKHURST (EAST ANGLIA) LIMITED** (Company Registration Number 02265454) with registered office address at 10 Neale Street Ipswich IP1 3JB ("**the Owner**")
- (4) **RICHARD WILLIAM CATTERMOLE** of Manor House, Westerfield Road, Westerfield, Ipswich IP6 9AQ and **KEVIN PAUL CATTERMOLE** of 10 Neale Street, Ipswich IP1 3JB ("**the Chargees**")

INTRODUCTION

- (A) The Borough Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is the local education authority, the local library authority and the local waste authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable when acting as enforcing authority in accordance with this Deed.
- (C) The Owner is the freehold owner of the Site which is registered at HM Land Registry under title number SK430640 subject to a registered charge in favour of the Chargees but otherwise free from incumbrances.
- (D) The Chargees are the proprietors of a registered charge dated 6 September 2023 within the charges register of title number SK430640 and have agreed to enter into this Deed to give their consent to the terms of this Deed.
- (E) The Borough Council and the County Council are entering into this Deed to the intent that the requirements of the development plan policies and all other material considerations are met and that any objections by the Borough Council or the County Council to the grant of planning permission on the basis of these policies and other material considerations are overcome.
- (F) The Borough Council and the County Council consider and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to Section 106 of the Act the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

(G) The Parties agree that the provisions contained in this Deed are relevant planning considerations concerning the Site and are satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (SI 2010/948) (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

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

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| Act | the Town and Country Planning Act 1990 (as amended) |
| Affordable Housing | Dwellings for sale or rent for those whose needs are not met by the market and which complies with Annex 2 of the Ministry of Housing Communities & Local Government National Planning Policy Framework document dated 12 December 2024 or any revision or successor document thereto |
| Affordable Housing Contribution | the sum of three hundred and five thousand and forty-seven pounds (£305,047) (BCIS Index Linked) in lieu of the provision of Affordable Housing within the Development to be paid to the Borough Council in accordance with paragraph 1 of the First Schedule of this Deed |
| Application | the full application for planning permission for the Development validated by the Borough Council on 8 May 2025 and bearing the Borough Council's reference number IP/25/00263/FUL |
| 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 hereto |
| BCIS Index Linked | the increase in any Contribution by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 11 of this Deed |
| Borough Council Monitoring Fee | the sum of two thousand pounds (£2,000) comprising the fee of four hundred pounds (£400) per specific trigger point to be paid to the Borough Council in accordance with clause 7.3 towards overseeing and monitoring the Owner's compliance with the planning obligations contained in the First Schedule to this Deed |
| Commencement of Development | the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out on the Site other than (for the purposes of this Deed and |

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| | for no other purpose) operations consisting of site clearance demolition work archaeological investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and laying of services erection of any temporary means of enclosure the temporary display of site notices or advertisements and "Commencement" and "Commence Development" shall be construed accordingly |
| Contributions | the Early Years Contribution, the Secondary School Contribution, the Sixth Form Contribution, the Special Education Needs and Disabilities Contribution, the Libraries Contribution, the Waste Contribution, the RAMS Contribution, the Off-Site Open Space Contribution, the Off-Site Open Space Maintenance Contribution, the Affordable Housing Contribution and "Contribution" may mean any one of these as the context dictates |
| County Council Monitoring Fee | the sum of five hundred and nineteen pounds (£519) per specific trigger point (for a total of one thousand and thirty-eight pounds (£1038)) being the fee to be paid to the County Council in accordance with clause 7.3 towards overseeing and monitoring the Owner's compliance with the planning obligations contained in the Second Schedule to this Deed |
| Development | the development of the Site in accordance with the Planning Permission and described as the full proposal for the erection of fifteen Dwellings, new vehicular access, associated hard and soft landscaping to be granted in accordance with the Application (and any non-material modification under section 96A of the Act) or any Section 73 Permission |
| Dwelling | any residential dwelling (including a house flat or bungalow) to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with any condition) and "Dwellings" shall be construed accordingly |
| Early Years Contribution | the sum of seventy two thousand and one hundred pounds (£72,100) (BCIS Index Linked) to be used towards the expansion, provision and / or improvement of early years provision serving the Development to be provided within the Henley Gate Primary School to be paid to the County Council in accordance with paragraph 2 of the Second Schedule to this Deed |
| Late Payment Interest | interest at four (4) per cent above the base lending rate of the Bank of England from time to time |
| Library Contribution | the sum of three thousand and two hundred and forty pounds (£3,240) (RPI Index Linked) to be paid to the County Council to be |

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| | used towards the provision and improvement of library services serving the Development to be paid to the County Council in accordance with paragraph 1 of the Second Schedule to this Deed |
| Management Company | a limited company or body to be approved in writing by the Borough Council in accordance with paragraph 4 of the First Schedule to this Deed who will take over responsibility for the future maintenance and management of the On-Site Open Space and which may include a residents association established for this purpose or a private limited company whose memorandum and articles of association shall provide that all profits are to be applied to the management and maintenance of the On-Site Open Space |
| Occupation | occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and " Occupied " and " Occupy " shall be construed accordingly |
| Off-Site Open Space Contribution | the sum of thirty seven thousand and two hundred and twenty eight pounds (£37,228) (BCIS Index Linked) as a contribution towards the provision of deficient public open space as defined in the Public Open Space SPD in the North-East area of Ipswich to be paid to the Borough Council in accordance with paragraph 2 of the First Schedule to this Deed |
| Off-Site Open Space Maintenance Contribution | the sum of thirty eight thousand and nine hundred and ninety seven pounds (£38,997) (BCIS Index Linked) towards the maintenance of public open space in the North-East area of Ipswich as defined in the Public Open Space SPD to be paid to the Borough Council in accordance with paragraph 3 of the First Schedule to this Deed |
| On-Site Open Space | the area of open space to be provided by the Owner on the Site for public use and enjoyment of the residents of the Development in accordance with paragraph 4 of the First Schedule to this Deed |
| On-Site Open Space Specification | a specification confirming details of the hard and soft landscaping on the On-Site Open Space to be agreed by discharge of a condition |
| Planning Permission | the full planning permission subject to conditions in respect of the Development as may be granted by the Borough Council pursuant to the Application or any Section 73 Permission or any non-material amendment of the planning permission under section 96A of the Act |
| Public Open Space SPD | the Public Open Space Supplementary Planning Document adopted by the Borough Council in March 2017 or any revision or successor document thereto |

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| RAMS Contribution | the sum of two thousand and one hundred and eighty eight pounds and fifty pence (£2,188.50) (BCIS Index Linked) towards the mitigation of the Development on the Stour and Orwell Estuaries Special Protection Area and Ramsar sites to be paid to the Borough Council in accordance with paragraph 5 of the First Schedule to this Deed |
| RPI Index | the "All Items" Index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Owner and the Borough Council |
| RPI Index Linked | the increase in any Contribution by an amount equivalent to the increase in the RPI Index to be calculated in accordance with Clause 11 of this Deed |
| Secondary School Contribution | the sum of ninety one thousand and eight hundred and ninety pounds (£91,890) (BCIS Index Linked) towards the expansion, improvement and/or provision of secondary school provision serving the Development at Northgate High School and Ormiston Endeavour Academy to be paid to the County Council in accordance with paragraph 3 of the Second Schedule to this Deed |
| Section 73 Permission | any subsequent planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition attached to the Planning Permission |
| Service Charge Terms | the terms to be included in the legal transfer or lease of each Dwelling whereby the transferee or lessee (and its successors in title) covenant to pay a proportionate share of the total costs incurred by the Management Company in the management and maintenance of the On-Site Open Space |
| Site | the land on the west side of Humber Doucy Lane, Ipswich within which the Development is to take place shown for identification purposes only edged red on the Site Plan |
| Site Plan | the site location plan 24-001-PL-01E attached to Annex 1 of this Deed |
| Sixth Form Contribution | the sum of thirty thousand and two hundred and thirty pounds (£30,230) (BCIS Index Linked) towards the expansion, improvement and/or provision of sixth form education serving the Development at Northgate, Copleston and Suffolk One to be paid to the County Council in accordance with paragraph 4 of the Second Schedule to this Deed |

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| Special Educational Needs and Disabilities Contribution | the sum of twenty three thousand two hundred and thirty three pounds and forty four pence (£23,233.44) (BICS Index Linked) towards special educational needs and disabilities provision to be paid to the County Council in accordance with paragraph 5 of the Second Schedule to this Deed |
| SUDS | the sustainable urban drainage system(s) (including all sustainable urban drainage systems features) to be approved pursuant to the Planning Permission |
| Waste Contribution | the sum of two thousand and one hundred pounds (£2,100) (BCIS Index Linked) towards the improvement of waste recycling services serving the Development to be paid to the County Council in accordance with paragraph 6 of the Second Schedule to this Deed |
| Working Days | Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England |

2. CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause sub-clause schedule paragraph sub-paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause sub-clause schedule paragraph sub-paragraph or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa and words importing any gender include every gender.
- 2.3. Wherever more than one person is named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.4. Words importing persons include firms, companies or other corporate bodies or legal entities and vice versa.
- 2.5. Any reference to a statute shall include any modification extension or re-enactment of that statute for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it.
- 2.6. References to 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 Borough Council or the County Council shall include the successors to their respective statutory functions and any duly appointed servant agent or contractor of the Borough Council or the County Council or such other.
- 2.7. References to "Parties" shall mean the parties to this Deed and reference to "Party" shall mean any one of the parties.

- 2.8. A reference to **writing** or **written** does not include fax or e-mail.
- 2.9. Where this Deed requires a plan or strategy or other document to be submitted to the Borough Council or the County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Deed and the same shall apply to any provision requiring a review of any such plan or strategy or other document.
- 2.10. An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.11. The obligations in this Deed shall not be enforceable against:
- 2.11.1. any individual owner, occupier or tenant of a Dwelling and their successors in title and mortgagee (or any receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or receiver);
 - 2.11.2. any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of their statutory functions; and
 - 2.11.3. any mortgagee or any chargee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver until the mortgagee or any chargee or receiver has entered into possession of the Site or the relevant part thereof or the Development is continued by or at the instigation of a receiver liquidator or other agent appointed by or on behalf of the mortgagee or any chargee or receiver in place of the Owner.
- 2.12. The headings are for reference only and shall not affect construction.
- 2.13. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

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 with the intent that the covenants and obligations shall hereafter run with the Site.
- 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, subject to clause 2.11, are enforceable by the Borough Council and the County Council as local planning authorities against the Owners and their successors in title.
- 3.3. This Deed shall only be capable of being varied by a supplemental deed between the Parties hereto or their respective successors in title or assigns made under section 106A of the Act

4. CONDITIONALITY

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

5. THE OWNER'S COVENANTS

- 5.1. The Owner covenants with the Borough Council as set out in the First Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 5.2. The Owner covenants with the County Council as set out in the Second Schedule and to comply with any covenants and other agreements expressed to be made on its part elsewhere in this Deed.
- 5.3. The Owner covenants to inform the Borough Council and the County Council by way of written notice within seven (7) Working Days following:
 - 5.3.1. Commencement of Development;
 - 5.3.2. Occupation of the first (1st) Dwelling;
 - 5.3.3. Occupation of the third (3rd) Dwelling);
 - 5.3.4. Occupation of the fifth (5th) Dwelling;
 - 5.3.5. Occupation of the seventh (7th) Dwelling;
 - 5.3.6. Occupation of the Tenth (10th) Dwelling and
 - 5.3.7. Occupation of the final Dwelling

6. THE BOROUGH COUNCIL AND COUNTY COUNCIL'S COVENANTS

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

7. LEGAL COSTS AND MONITORING FEES

- 7.1 The Owner agrees declares and covenants to pay to the Borough Council on completion of this Deed the proper and reasonable legal costs of the Borough Council incurred in the negotiation preparation and execution on or before completion of this Deed.
- 7.2 The Owner agrees declares and covenants to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution on or before completion of this Deed.
- 7.3 The Owner further agrees declares and covenants to pay the Borough Council Monitoring Fee and the County Council Monitoring Fee (as applicable) in full prior to the commencement of development towards the costs of reporting and monitoring the obligations contained in this Deed.

8. MISCELLANEOUS

- 8.1. The Owner shall act in good faith and shall co-operate both with the Borough Council and the County Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests either of the Borough Council and or the County Council and their duly authorised officers or agents to have access to any part or all of the Site or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 8.2. The Owner agrees declares and covenants both with the Borough Council and the County Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Deed and further shall indemnify the Borough Council and the County Council for any expenses or liability arising to the Borough Council and the County Council in respect of breach by the Owner of any obligation contained herein save to the extent that any act or omission of the Borough Council or the County Council its employees or agents has caused or contributed to such expenses or liability.
- 8.3. Without prejudice to clause 2.6 of this Deed, no provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 and no person other than the parties to this Deed (and any successors in title or assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit on any right to enforce any provision of this Deed.
- 8.4. This Deed shall be registered as a local land charge by the Borough Council.
- 8.5. Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owner from either the Borough Council or the County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Borough Council by the Assistant Director of Place or officer acting under their hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure or duly appointed successor or officer acting under their hand.
- 8.6. Following the performance and satisfaction of all the obligations contained in this Deed the Borough Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.7. Insofar as any clause or other provision of this Deed is found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.8. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or

expires by effluxion of time for the Commencement of the Development or is modified (without the consent of the Owner) and the Borough Council will effect cancellation of all entries in the Register of Local Land Charges in respect of this Deed.

- 8.9. 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 (or part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.
- 8.10. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.11. The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.
- 8.12. Save as otherwise provided in this Deed all works and activities to be carried out under the terms of this Deed (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to either the Borough Council or the County Council.
- 8.13. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Borough Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.14. The Owner covenants and warrants to the Borough Council and the County Council that they have full power to enter into this Deed and there is no other person (other than the Chargees) having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.
- 8.15. Representatives of the Borough Council and/or the County Council may enter onto the Site at any reasonable time following the Commencement of Development upon reasonable prior notice in writing to ascertain whether the terms of this Deed are being or have been complied with PROVIDED THAT the representative of the Borough Council or County Council shall, if requested, produce evidence of identity and (SAVE in respect of anything which may be regarded by the Borough Council or the County Council (acting reasonably) as an actual or emerging emergency or emergency situation) such entry shall comply with the Owner's reasonable directions and precautions in the interests of safety.
- 8.16. Any monies from time to time held by the Borough Council or the County Council under the provisions of this Deed shall in any event become the absolute property of the Borough Council or the County Council and shall not be subject to return by the Borough Council or the County Council to the payer in the event that the Owner or such other

person becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it or an administrative receiver or a receiver and manager is appointed in respect of the Site or any part of the same or any other property or the Owner shall enter into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Borough Council or County Council under the terms of this Deed.

8.17. The Parties agree that:

8.17.1. Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

8.17.2. Nothing in this Deed grants planning permission or any other approval, consent, or permission required from the Borough Council or the County Council in the exercise of any other statutory function.

9. WAIVER

No waiver (whether expressed or implied) by the Borough Council or the County Council of any breach by the Owner, nor any waiver of any breach by its respective successors in title or those deriving title from the Owner in performing or observing any of the obligations contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or the County Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof.

10. CHANGE IN OWNERSHIP

The Owner shall give the Borough Council and the County Council written notice within ten (10) Working Days of any conveyance, transfer, lease, assignment, mortgage or other disposition in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged, such notice to give a) the name and address of the person to whom the disposition was made (and in the case of a company, the full name and registered office address) and b) the nature and extent of the interest disposed of by reference to a plan PROVIDED THAT this obligation shall not apply to transfers of individual Dwellings within the Development or the transfer or grant of leases of electricity sub-stations or gas governors or the like.

11. INDEXATION

All the Contributions payable to the Borough Council and the County Council (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index or the RPI Index (as appropriate) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

10.1 A is the sum payable under this Deed;

10.2 B is the original sum calculated as the sum payable;

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

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

10.5 C/D is greater than or equal to one (1).

For the avoidance of doubt, in case of any decrease in the BCIS Index or RPI Index (as appropriate) the change in the BCIS Index or RPI Index (as appropriate) shall be deemed to be nil.

12. INTEREST

If any payment due under this Deed becomes due and remains unpaid then the Owner shall pay Late Payment Interest on the unpaid amount of such Contribution and/or sum from the date when it became due to the date it is paid in full and any such Late Payment Interest shall be treated as part of the relevant Contribution.

13. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax ("VAT") properly payable PROVIDED THAT if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

14. NOTICES

14.1. Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be in writing and shall be deemed to have been validly served or given if delivered by hand or sent by first class recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing PROVIDED THAT the notice or other written communication is addressed and delivered or sent by first class recorded delivery post to the address of the party concerned as nominated in clause 14.2.

14.2. The address for any notice or other written communication in the case of each of the Parties to this Deed shall be as follows, unless otherwise specified by the relevant Party by notice in writing to each other Party:

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| The Borough Council | The Head of Planning and Development (or a duly appointed successor), Grafton House, 15-17 Russell Road, Ipswich, Suffolk IP1 2DE |
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| The County Council | The Executive Director of Growth Highways and Infrastructure (or a duly appointed successor) Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX |
| The Owner | 10 Neale Street, Ipswich, Suffolk, IP1 3JB |
| The Chargees | 10 Neale Street, Ipswich, Suffolk, IP1 3JB |

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

15. DISPUTE RESOLUTION

15.1. The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed (except in relation to the quantum of any sums payable under this Deed).

15.2. If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolve ("ADR") procedure as recommended to the Parties by the Centre for Dispute Resolution.

15.3. If the matter has not been resolved by an ADR procedure within twenty-eight (28) days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party for decision by a person appointed by agreement between the parties or (in default of agreement) by the President for the time being of the following:

15.3.1. the Royal Town Planning Institute (if the difference or question relates to planning and related matters); or

15.3.2. the Royal Institution of Chartered Surveyors (if the difference or question relates to the value of any interest in property); or

15.3.3. the Institution of Civil Engineers (if the difference or question relates to highway works engineering demolition building or construction works)

who shall act as an expert and not as an arbitrator and whose decision shall be final and binding up on the parties.

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

15.5. Nothing in clauses 15.2 and 15.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

16. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council or the County Council for confirmation to that effect and upon the Borough Council or County Council being satisfied that the relevant Deed obligation and covenant as the case may be has been satisfied the Borough Council or the County Council shall forthwith issue confirmation to such effect.

17. APPROVALS

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

18. SECTION 73 PERMISSION

In the event that a Section 73 Permission is granted the Parties acknowledge that the obligations set out in this Deed shall bind the Site in respect of that Section 73 Permission with effect from the date that the new planning permission is granted without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act PROVIDED THAT the Borough Council when determining any Section 73 application relating to the Site shall not be restricted from requiring that any consequential obligations of an appropriate nature (so far as they are materially different to those contained in this Deed) be secured by way of a new deed or supplemental deed or deed of modification pursuant to Section 106 (or Section 106A) of the Act.

19. CHARGEES'S CONSENT

19.1 The Chargees consent to the completion of this Deed and acknowledge and declare that their interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge before the creation of their interest in the Site.

19.2 The Chargees (or any future lender whose interest in the Site is bound by the terms of this Deed) shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the Chargees are in possession of all or any part of the Site over which they hold a charge in which case they too will be bound by the obligations as if they were a person deriving title from the Owner and they shall not transfer their interest as Chargees unless they also transfer the delegations and covenants within this Deed.

20. FORWARD FUNDING AND REPAYMENT

If the Borough Council or the County Council forward funds any project facility infrastructure or other expenditure from its own resources and/or enters into a

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

21. 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.

22. GOVERNING LAW AND JURISDICTION

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

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

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

Authorised Officer

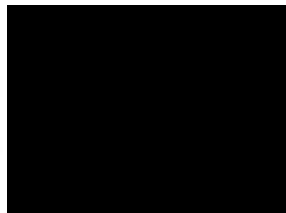


Executed as a Deed by affixing the
Common Seal of **Suffolk County**
Council in the presence of:

Authorised Officer



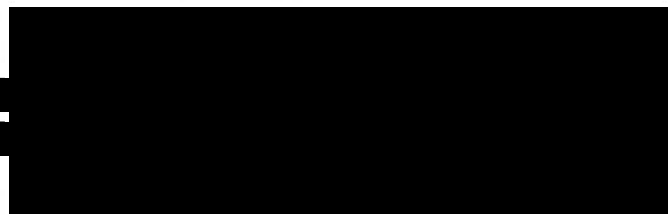
Executed as a Deed by
Oakhurst (East Anglia) Limited
acting by a director in the presence of:



Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Address:

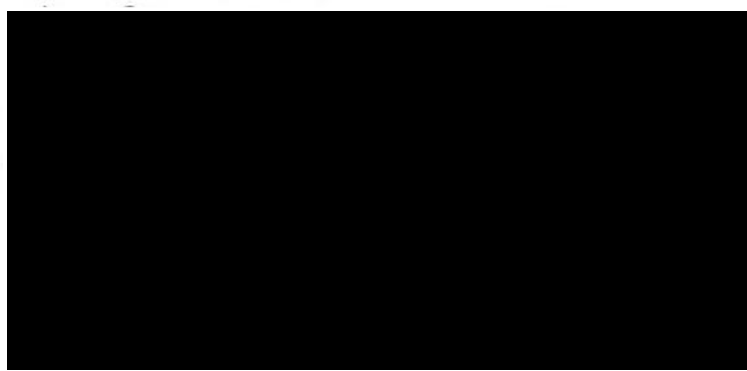


Signed as a Deed by
RICHARD WILLIAM CATTERMOLE
in the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Address:

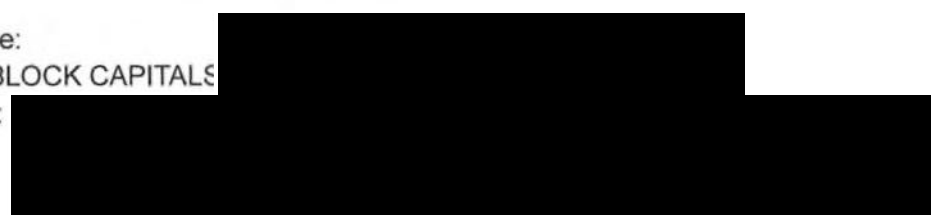


Signed as a Deed by
KEVIN PAUL CATTERMOLE
in the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Address:



FIRST SCHEDULE

THE OWNER'S COVENANTS WITH THE BOROUGH COUNCIL:

1. AFFORDABLE HOUSING CONTRIBUTION

- 1.1 To pay to the Borough Council the Affordable Housing Contribution in two (2) equal phased payments as follows:
 - 1.1.1 fifty percent (50%) to be paid in full prior to the Occupation of the fifth (5th) Dwelling; and
 - 1.1.2 the remaining fifty percent (50%) to be paid in full prior to the Occupation of the tenth (10th) Dwelling.
- 1.2 The Owner covenants not to Occupy or permit Occupation of:
 - 1.2.1 more than four (4) Dwellings unless and until the first instalment of the Affordable Housing Contribution has been paid in full; and
 - 1.2.2 more than nine (9) Dwellings unless and until the final instalment of the Affordable Housing Contribution has been paid in full to the Borough Council.

2. OPEN SPACE CONTRIBUTION

- 2.1 To pay to the Borough Council the Off-Site Open Space Contribution prior to the Occupation of the first (1st) Dwelling.
- 2.2 Not to Occupy or permit Occupation of any Dwelling unless and until the Off-Site Open Space Contribution has been paid in full to the Borough Council.

3. OPEN SPACE MAINTENANCE CONTRIBUTION

- 3.1 To pay to the Borough Council the Off-Site Open Space Maintenance Contribution prior to the Occupation of the first (1st) Dwelling.
- 3.2 Not to Occupy or permit the Occupation of any Dwelling unless and until the Off-Site Open Space Maintenance Contribution has been paid in full to the Borough Council.

4. MANAGEMENT COMPANY

- 4.1 Following completion of the On-Site Open Space, the Owner shall maintain the On-Site Open Space in accordance with the approved management and maintenance scheme until such time as the On-Site Open Space is transferred in accordance with the terms of this Deed.
- 4.2 Within twelve (12) months of Occupation of the final Dwelling constructed pursuant to the Planning Permission the Owner shall transfer the On-Site Open Space to a Management Company or such other organisation as may subsequently be agreed in writing with the Borough Council.

4.3 Unless otherwise agreed with the Borough Council in writing the Owner covenants that they shall:

4.3.1 not dispose of any of the Dwellings:

4.3.1.1 until the details of the Management Company and the Service Charge Terms have been submitted to and approved by the Borough Council in writing;

4.3.1.2 without the inclusion of the approved Service Charge Terms in the sale/lease documents;

4.3.1.3 until a sum of money has been paid to the Management Company to fund the management and maintenance of the On-Site Open Space during the period up until the point in time that funds received from future owners of the Dwellings pursuant to the Service Charge Terms are sufficient to fully fund such management and maintenance such sum having been previously approved by the Borough Council

4.3.2 not dispose of the On-Site Open Space other than to the approved Management Company; and

4.3.3 to ring fence funds paid to the Management Company pursuant to paragraph 4.3.1.3 and the Service Charge Terms for use solely in relation to the management and maintenance of the On-Site Open Space.

4.4 In the event that:

4.4.1 the On-Site Open Space is not managed and maintained in accordance with this Schedule and/or

4.4.2 the Management Company ceases to exist or goes into administration

the Borough Council may upon providing not less than twenty eight (28) days' written notice enter the Site and carry out works reasonably required to remedy the defect and recover the proper and reasonable costs and expenses incurred from the Owners or the Management Company (as applicable).

4.5 Following completion of the On-Site Open Space it shall (in perpetuity):

4.5.1 not be used for any purpose other than as public open space for the benefit of members of the public;

4.5.2 be maintained and managed in a clean and tidy condition in accordance with the approved On-Site Open Space Specification;

4.5.3 not be built on or allowed to be built on any building on the On-Site Open Space, subject to any reasonable restrictions imposed in the interest of public safety or for the ancillary use of the On-Site Open Space.

4.6 Any transfer of any On-Site Open Space pursuant to paragraph 4.2 above shall be in accordance with the following terms (unless otherwise agreed in writing between the Owner and the Borough Council):

4.6.1 in consideration of the sum of one pound (£1) to be paid to the Owner and shall contain a covenant by the transferee not to use or suffer or permit to be used the land transferred otherwise than for the purpose of providing public recreation and amenity facilities or for the maintenance of the On-Site Open Space;

4.6.2 a covenant from the transferee to maintain the On-Site Open Space in perpetuity in accordance with the approved management and maintenance scheme;

4.6.3 free of all financial charges and other encumbrances that may materially affect use of the On-Site Open Space for such purposes;

4.6.4 with vacant possession;

and the Owner shall furnish a copy of the transfer referred to in paragraph 4.2 above to the Borough Council.

4.7 Prior to any transfer of the On-Site Open Space to a Management Company the Owner shall:

4.7.1 create or engage a Management Company; and

4.7.2 submit the proposed memorandum, articles of association and the form of transfer of the On-Site Open Space to the Management Company in relation to the future maintenance of the same in perpetuity (including any contributions or other payments to be made by occupants of the Development from time to time or any other party) to the Borough Council for approval in writing (such approval not to be unnecessarily delayed or withheld).

4.8 Where a Management Company is to be constituted (as opposed to appointed) solely for the purpose of maintaining the On-Site Open Space it shall be constituted to ensure that an appropriate mechanism is in place for securing that future owners of the Dwellings enter into direct covenants with the Management Company in respect of the maintenance costs for the On-Site Open Space for all Dwellings.

5. **RAMS CONTRIBUTION**

5.1 To pay to the Borough Council the RAMS Contribution in full prior to the Commencement of Development.

5.2 Not to Commence Development or permit Commencement unless and until the RAMS Contribution has been paid in full to the Borough Council.

SECOND SCHEDULE

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL:

1. LIBRARY CONTRIBUTION

- 1.1 To pay to the County Council the Library Contribution in full prior to Occupation of the fourth (4th) Dwelling.
- 1.2 Not to Occupy or permit Occupation of more than three (3) Dwellings unless and until the Library Contribution has been paid in full to the County Council.

2. EARLY YEARS CONTRIBUTION

- 2.1 To pay to the County Council the Early Years Contribution in two (2) equal phased payments as follows: -
 - 2.1.1 fifty percent (50%) to be paid in full prior to the Occupation of the fourth (4th) Dwelling; and
 - 2.1.2 the remaining fifty (50%) to be paid in full prior to the Occupation of the eighth (8th) Dwelling.
- 2.2 The Owner covenants not to Occupy or permit Occupation of:
 - 2.2.1 more than three (3) Dwellings unless and until the first instalment of the Early Years Contribution has been paid in full to the County Council; and
 - 2.2.2 more than seven (7) Dwellings unless and until the final instalment of the Early Years Contribution has been paid in full to the County Council.

3. SECONDARY SCHOOL CONTRIBUTION

- 3.1 To pay to the County Council the Secondary School Contribution in two (2) equal phased payments as follows: -
 - 3.1.1 fifty percent (50%) to be paid in full prior to the Occupation of the fourth (4th) Dwelling; and
 - 3.1.2 the remaining fifty (50%) to be paid in full prior to the Occupation of the eighth (8th) Dwelling.
- 3.2 The Owner covenants not to Occupy or permit Occupation of:
 - 3.2.1 more than three (3) Dwellings unless and until the first instalment of the Secondary School Contribution has been paid in full to the County Council; and
 - 3.2.2 more than seven (7) Dwellings unless and until the final instalment of the Secondary School Contribution has been paid in full to the County Council.

4. SIXTH FORM CONTRIBUTION

- 4.1 To pay to the County Council the Sixth Form Contribution in two (2) equal phased payments as follows: -
 - 4.1.1 fifty percent (50%) to be paid in full prior to the Occupation of the fourth (4th) Dwelling; and
 - 4.1.2 the remaining fifty (50%) to be paid in full prior to the Occupation of the eighth (8th) Dwelling.
- 4.2 The Owner covenants not to Occupy or permit Occupation of:
 - 4.2.1 more than three (3) Dwellings unless and until the first instalment of the Sixth Form Contribution has been paid in full to the County Council; and
 - 4.2.2 more than seven (7) Dwellings unless and until the final instalment of the Sixth Form Contribution has been paid in full to the County Council.

5. SPECIAL EDUCATIONAL NEEDS AND DISABILITIES

- 5.1 To pay to the County Council the Special Educational Needs and Disabilities Contribution in two (2) equal phased payments as follows: -
 - 5.1.1 fifty percent (50%) to be paid in full prior to the Occupation of the fourth (4th) Dwelling; and
 - 5.1.2 the remaining fifty (50%) to be paid in full prior to the Occupation of the eighth (8th) Dwelling.
- 5.2 The Owner covenants not to Occupy or permit Occupation of:
 - 5.2.1 more than three (3) Dwellings unless and until the first instalment of the Special Educational Needs and Disabilities Contribution has been paid in full to the County Council; and
 - 5.2.2 more than seven (7) Dwellings unless and until the final instalment of the Special Educational Needs and Disabilities Contribution has been paid in full to the County Council.

6. WASTE CONTRIBUTION

- 6.1 To pay to the County Council the Waste Contribution in full prior to Occupation of the fourth (4th) Dwelling.
- 6.2 Not to Occupy or permit Occupation of more than three (3) Dwellings unless and until the Waste Contribution has been paid in full to the County Council.

THIRD SCHEDULE

THE BOROUGH COUNCIL COVENANTS WITH THE OWNER:

- 1.1 To provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed and shall cancel all entries made in the Register of Local Land Charges on written request in respect of this Deed when all the obligations have been performed.
- 1.2 To apply the Contributions in the First Schedule paid to the Borough Council solely towards the purposes specified in this Deed.
- 1.3 The Borough Council shall if requested to do so in writing after the expiry of ten (10) years from the date of receiving the final payment of a Contribution within a further period of one (1) year pay to any person such amount of the 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 said Contribution such payment to be made within twenty eight (28) Working Days of such request.

FOURTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

- 1.1 To provide written confirmation of the discharge of the obligations contained in this Deed on written request to the Owners when satisfied that such obligations have been performed.
- 1.2 To apply the Contributions in the Second Schedule paid to the County Council solely towards the purposes specified in this Deed.
- 1.3 The County Council shall if requested to do so in writing after the expiry of ten (10) years from the date of receiving the final payment of a Contribution within a further period of one (1) year pay to any person such amount of the 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 said Contribution such payment to be made within twenty eight (28) Working Days of such request.

ANNEX 1

SITE PLAN

