FORSTERS

**DATED** 29th March **2018**

**(1) BABERGH DISTRICT COUNCIL**

**(2) SUFFOLK COUNTY COUNCIL**

# AGREEMENT PURSUANT TO S.106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

**relating to land North of Woodhall Business Park, Sudbury**

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**DATE** 29th March **2018**

**PARTIES**

(1) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**Council**")

(2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**Owner**")

**RECITALS**

(A) The Council is the local planning authority for the purposes of section 106 and section 106A of the 1990 Act for the Land.

(B) The Owner is the freehold owner of the Land registered at the Land Registry under title numbers SK11474, SK288540, SK41732, SK85812 and P185231.

(C) The Application was validated by the Council on 13 January 2016.

(D) On 25 October 2017 the Council, by its planning committee, resolved to grant the Permission subject to conditions and the completion of this Agreement.

**OPERATIVE PROVISIONS**

1. **Statutory Powers**

1.1 This Agreement contains planning obligations for the purposes of s.106 of the 1990 Act and is also entered into pursuant to s.111 of the Local Government Act 1972, s.1 of the Localism Act 2011, and all other enabling powers. It is acknowledged by the Parties that the obligations contained within it are binding on the Land in the manner set out at clause 2.

1.2 The obligations at Schedules 1 to 6 are enforceable by the Council as local planning authority against the Owner and its successors in title.

1.3 The obligations and restrictions in Schedule 7 are enforceable against the Council by the Owner and its successors in title.

1.4 It is agreed by the Parties that any obligation contained within this Agreement which sets out how a planning obligation will be performed will not amount to more than one planning obligation for the purposes of Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended.

2. **Land Bound and Enforceability**

2.1 Subject to clause 2.2, the obligations and restrictions in this Agreement bind the Owner's interests in the Land.

2.2 The obligations and restrictions in this Agreement shall not be binding upon nor enforceable against:

(a) any statutory undertaker who acquires any part of the Land or interest therein for the purposes only of the supply of electricity, gas, water, drainage, telecommunications services, or public transport services;

(b) save for the covenants at paragraphs 4.1, 4.2 (both subject to paragraph 4.3) of Schedule 2, any individual owner or occupier of a Dwelling, or any mortgagee in possession of such Dwelling; and/or

(c) save for the covenants at paragraphs 4.1, 4.2 (both subject to paragraph 4.3) of Schedule 2, any mortgagee or chargee of an Affordable Housing Provider (as that term is defined in schedule 2)unless the mortgagee or chargee is in possession and/or

(d) persons with an interest in the Application Site who have not entered into this Agreement or yet entered into a Confirmatory Deed in accordance with Clause 9 of this Agreement

3. **Definition and Interpretation**

3.1 In this Agreement, including in the recitals, unless the context otherwise requires, the following words and expressions shall have the following meanings:

| | |
|---|---|
| **1990 Act** | the Town and Country Planning Act 1990 as amended. |
| **Agreement** | this deed of agreement entered into pursuant to s.106 of the 1990 Act, amongst other enabling powers. |
| **Application** | the planning application for outline planning permission (with all matters reserved except for access) for the Development given reference number B/15/01718 by the Council. |
| **Application Site** | means the site to which the Application relates shown edged red on plan 1 (ref: 35223-Lea206) attached to |

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|---|---|
| | this Agreement at Appendix 1. |
| **Confirmatory Deed** | a deed of unilateral planning obligation under section 106 of the 1990 Act in substantially the same form as at Appendix 2 given to the Council to secure the performance of the covenants in this Agreement save for any covenants that have been confirmed as being discharged under clause 11 in the interim. |
| **Development** | the development of the Application Site pursuant to the Permission as follows:<br><br>Erection of up to 1,150 dwellings (Use Class C3); 15ha of employment development (to include B1, B2 and B8 uses, a hotel (C1), a household waste recycling centre (sui generis) and a district heating network energy centre); village centre (comprising up to 1,000m2 Gross Floor Area (GFA) of retail floor space (A1, A2, A3, A4 and A5), village hall (D2), workspace (B1a), residential dwellings (C3), primary school (D1), pre-school (D1) and car parking); creation of new vehicular access points and associated works; sustainable transport links; community woodland; open space (including children's play areas); sustainable drainage (SuDS); sports pavilion (D2) and playing fields; allotments; and associated ancillary works. |
| **District** | the Council's administrative area. |
| **Dwelling** | any residential dwelling forming part of the Development. |
| **Expert** | any person appointed as an expert pursuant to clause 12. |
| **Financial Contribution** | any payment made by the Owner to the Council pursuant to this Agreement. |
| **First Occupation Date** | the date that the Development constructed pursuant to the Permission is Occupied and "**First Occupy**" shall be construed accordingly. |

| | |
|---|---|
| **Implementation Date** | the first date of Implementation on the Application Site. |
| **Implement** | the carrying out on the Application Site of a material operation (as defined in section 56(4) of the 1990 Act) (including a change of use) save that for the purposes of this definition works of demolition, decontamination, excavation, archaeological works, site surveys and investigations, site preparation, environmental preparatory works, the erection of fencing to enclose the Development or any part of the Development or the laying or provision of any services and/or services diversion works on or under the Development or any part of the Development, the laying out of roads for construction purposes, and other non-permanent works preparatory to the construction of buildings, structures or roads shall not be deemed to constitute the carrying out of a material operation and the words "**Implemented**" and "**Implementation**" shall be construed accordingly. |
| **Index Linked** | In relation to any payments made in in relation to Schedules 3 and 4 and the Library Contribution and the Waste Contribution it means linked to 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 such index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Council and the Owner and in relation to the rest of this Agreement it means linked to the Retail Prices Index in both cases in accordance with clause 10 and "**Indexation**" shall be construed accordingly. |
| **Land** | all that land as shown edged and hatched blue on plan 2 (ref: 35223-Lea65a_For S106) attached at Appendix 1 of this Agreement. |
| **Occupation** | occupation of the Development for any purpose permitted by the Permission, but not including occupation by personnel engaged in the construction, |

| | |
|---|---|
| | fitting out, decoration or occupation associated with marketing, display or security operations, use as temporary offices or for the storage of plant and materials, and the words "**Occupy**" and "**Occupied**" shall be construed accordingly. |
| **Parties** | the parties to this Agreement, and those deriving title through and under them, and "**Party**" shall mean any one of them. |
| **Permission** | the planning permission for the Development or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development. |
| **Retail Prices Index** | the all items retail prices index as published by the office of national statistics to include any applicable local or regional weighting or, if that index ceases to be published, such alternative index which it most closely resembles as agreed between the Parties. |
| **Reserved Matters Application** | an application for the approval of reserved matters (within the meaning of the Town and Country Planning (Development Management Procedure) Order 2015) pursuant to the Permission. |
| **Reserved Matters Area** | the area of land to which a Reserved Matters Application relates. |
| **Working Day** | a day other than a Saturday or Sunday or public holiday in England and Wales or the period between 24 December and 1 January inclusive and "**Working Days**" shall be construed accordingly. |

3.2 Where a schedule to this Agreement lists further definitions, then, for the purposes of that schedule, the defined terms shall have the meanings set out.

3.3 In this Agreement, a reference to:

(a) a document is a reference to that document as modified from time to time;

(b) a person includes a reference to a government, state, state agency, corporation, body corporate, association or partnership;

(c) a person includes a reference to that person's legal personal representatives, successors and assigns;

(d) words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done; words placing a Party under a restriction, include an obligation not to cause, permit, or suffer any infringement of the restriction;

(e) the Council includes any successor to the Council as local planning authority and/or highway authority;

(f) the Owner shall include those deriving title through and under each of them.

3.4 The Interpretation Act 1978 shall apply to this Agreement.

3.5 Where in this Agreement reference is made to a part, clause, paragraph, schedule, table, covenant, obligation or recital, such reference (unless the context suggests otherwise) is a reference to a part, clause, paragraph, schedule, table, covenant, obligation or recital in this Agreement.

3.6 Where in a schedule reference is made to a paragraph, the reference is to a paragraph in the schedule in which it occurs, unless otherwise specified.

3.7 References to the singular shall include the plural and vice versa.

3.8 Reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it

3.9 The clause headings and contents list in this Agreement are for convenience only and do not form part of the Agreement.

3.10 Where this Agreement refers to agreement or approval or consent or expression of satisfaction being required or requested by one Party from another Party, such agreement or approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

3.11 Any plans attached to this Agreement are for the purposes of identification only.

3.12 Any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be in writing.

4. **Conditionality**

4.1 Subject to clause 4.2, this Agreement is effective on the date of this Agreement.

4.2 Clauses 5 and 6 come into effect on the latter of:

(a) the grant of the Permission; and

(b) Implementation.

5. **Owner's Covenants**

The Owner covenants with the Council as set out in schedules 1 to 6

6. **Council Covenants**

The Council covenants with the Owner as set out in schedule 7.

7. **Release and lapse**

7.1 Save for antecedent breaches, no person shall be liable for any breach of the terms of this Agreement after it has parted with its interest in the Land in respect of which the breach has occurred.

7.2 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed to be affected or impaired.

7.3 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority. Its rights, powers, and obligations under all public and private statutes by-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

7.4 If the Permission shall expire before Implementation or shall at any time be revoked, this Agreement shall forthwith determine and cease to have effect.

8. **Subsequent Planning Permissions**

8.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Permission) granted after the date of this Agreement and the obligations in this Agreement shall not (unless otherwise specified) apply to any development carried out under any such planning permission.

9. **Land to be Acquired**

9.1 The Owner covenants with the Council not to begin (within the meaning of s.56(3) of the 1990 Act) or allow the beginning of any Development within a Reserved Matters Area until the land interests within that Reserved Matters Area not forming part of the Land at the date of this Agreement are subject to a completed Confirmatory Deed (and such Confirmatory Deed has been provided to the Council).

9.2 The Owner covenants with the Council that if it acquires any legal interest in the Application Site which is not at the date of this Agreement part of the Land it will enter into a Confirmatory Deed in respect of that interest within 40 Working Days of the completion of the acquisition of that legal interest.

10. **Index Linking**

Where any amount in this Agreement is to be Index Linked then the calculation of the application of the Retail Prices Index or BCIS as appropriate to that amount shall be in accordance with the following formula:

Amount after indexation = A x B/C

Where:-

A = the amount to be varied

B = the Retail Prices Index or BCIS as appropriate at the date at which the amount is due to be paid

C = the Retail Prices Index or BCIS as appropriate at the date of this Agreement

B divided by C is equal to or greater than 1.

11. **Satisfaction of any of the provisions of this Agreement**

11.1 Where, in the opinion of the Owner, any of the provisions of this Agreement have been satisfied wholly or in part, the Owner shall be entitled to apply to the Council for a notification to that effect.

11.2 Where the Council is satisfied that the relevant agreement, obligation and/or covenant (or part thereof) as the case may be has been satisfied in full it shall forthwith issue a notification to such effect. A notification may be given that an obligation has been satisfied in relation to part of the Land.

11.3 The Owner shall also be entitled to apply for a notification that a Dwelling on the Application Site constructed under the Permission may be Occupied in accordance with this Agreement.

12. **Dispute Resolution**

12.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement which cannot be resolved by prior agreement between the parties the same may be referred (by any Party within 10 Working Days of notifying the other relevant parties) to an Expert, such Expert to act as an expert and not as an arbitrator, and whose decision shall be final and binding on the Parties (as appropriate) and whose costs shall be in his award and the Expert shall be of at least ten years standing in his field of expertise.

12.2 The Expert shall be:

(a) if such dispute shall relate to matters concerning construction, interpretation and/or the application of this Agreement, an independent barrister or a solicitor;

(b) if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Agreement, a chartered accountant;

(c) if such dispute shall relate to the valuation of any interest or estate in any part of the Site, a chartered surveyor;

(d) in any other case (at the discretion of the President of the Chartered Institute of Arbitrators) either an architect or civil engineer;

(e) if such dispute shall relate to matters falling within two or more of clauses 12.2(a) to 12.2(d), such person or persons falling within the description of clauses 12.2(a) to 12.2(d) as the President of the Chartered Institute of Arbitrators thinks appropriate including joint Experts.

12.3 If the Expert nominated pursuant to clause 12.2 shall die or decline to act another Expert may be appointed in his place.

12.4 Unless the Expert directs otherwise the costs of the relevant application shall be divided equally between the parties to the relevant dispute.

12.5 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of his appointment to act.

12.6 The Expert shall be required to give notice to each of the said parties to the dispute inviting each of them to submit to him within 10 Working Days written submissions and supporting material and shall afford to the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and his decision shall be given in writing within

20 Business Days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties.

13. **Local Land Charge**

The Council shall as soon as reasonably practicable register this Agreement as a local land charge in respect of the Land.

14. **Contracts (Rights of Third Parties) Act 1999**

No person other than the Parties is intended to have any rights under or be able to enforce the provisions of this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999.

15. **Service of Notices**

Any notice required to be served by one Party on another under this Agreement shall be served by first class pre-paid post, by hand or by facsimile transmission to the details set out at page 1 of this Agreement save that any of the Parties may by written notice notify the other Parties of an alternative address and/or reference for the service of subsequent written notices.

16. **Interest**

If any payment due under this Agreement is paid late, interest will be payable from the date payment is due to the date of payment at 4% per cent above the base lending rate of the Bank of England from time to time.

**EXECUTED AND DELIVERED AS A DEED** on the date of this Agreement.

**SCHEDULE 1 – Notices**

The Owner covenants with the Council so as to bind its interest in the Land as follows:

1. **Notice of Change in Ownership**

1.1 To give the Council written notice within 10 Working Days of any change in ownership in any of the Owner's interests in the Land (save for the transfer of an individual Dwelling) occurring before all of the obligations under this Agreement have been discharged. Such notice shall include details of the transferees' full name and registered office (if a company or a usual address if not) together with the area of the Land or unit purchased by reference to a plan

2. **Notice of Implementation**

2.1 Prior to Implementation within any Reserved Matters Area to serve written notice on the Council giving at least 10 Working Days' notice of the intended Implementation Date.

2.2 To serve written notice on the Council giving no more than 5 Working Days' notice following the Implementation Date within any Reserved Matters Area.

3. **Notice of Occupation**

3.1 To serve written notice on the Council giving at least 10 Working Days' notice of the intended First Occupation Date within any Reserved Matters Area.

3.2 To serve written notice on the Council giving no more than 5 Working Days' notice following the First Occupation Date within any Reserved Matters Area.

3.3 To serve written notice on the Council as soon as reasonably practicable following Occupation of:

(a) the 100$^{th}$ Dwelling

(b) the 150$^{th}$ Dwelling

(c) the 200$^{th}$ Dwelling

(d) the 500$^{th}$ Dwelling

(e) the 575$^{th}$ Dwelling

(f) the 700$^{th}$ Dwelling

(g) the 920$^{th}$ Dwelling

(h) the final Occupation

**SCHEDULE 2 – Affordable Housing**

The Owner covenants with the Council so as to bind their interest in the Land as follows:

1. **Definitions**

| | |
|---|---|
| **2008 Act** | the Housing and Regeneration Act 2008. |
| **Additional Affordable Housing Contribution** | means a commuted sum contribution towards the provision of Affordable Housing within the Council's District to be paid as provided for in this Schedule and which shall be calculated as being 50% of any Surplus such contribution to be capped at £6,000,000 Index Linked. |
| **Additional Affordable Housing Scheme** | means a scheme setting out the Owner's proposals for either:<br>(a) the provision of Additional Affordable Housing Units; or<br>(b) the payment of an Additional Affordable Housing Contribution; or<br>(c) a combination of both Additional Affordable Housing Units and an Additional Affordable Housing Contribution;<br>to be approved in writing by the Council. |
| **Additional Affordable Housing Units** | means Dwellings provided as Affordable Housing over and above the Affordable Housing Base Provision, provided as a result of an Updated Appraisal and in accordance with any Additional Affordable Housing Schemes to allow for up to a maximum of 115 additional Affordable Housing Units across the Application Site as a whole. |
| **Affordable Housing** | Affordable Rent and Intermediate Units, provided to eligible households whose needs are not met by the market. |

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|---|---|
| **Affordable Housing Base Provision** | the minimum level of Affordable Housing to be provided within the Development pursuant to paragraph 2.1 and 2.2 of this schedule. |
| **Affordable Housing Nomination Agreement** | an agreement substantially in the form set out in Appendix 3(subject to such amendments as may be reasonably required by the Affordable Housing Provider with a view to ensuring that the objectives of that agreement are met) dealing with the allocation of the Affordable Housing by an Affordable Housing Provider which shall apply to all of the Affordable Housing Units and "Nomination Agreement" shall have the same meaning. |
| **Affordable Housing Provider** | a registered provider of social housing pursuant to the 2008 Act approved in advance in writing by the Council. |
| **Affordable Housing Units** | Dwellings provided or required to be provided as Affordable Housing and "**Affordable Housing Unit**" may refer to one or other of them and which shall be Occupied by persons allocated in accordance with an Affordable Housing Nomination Agreement to which the Council is a party or otherwise nominated by the Council pursuant to the Affordable Housing Nomination Agreement. |
| **Affordable Rent** | Affordable Rent is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) or such other amended definition as the Council might allow bearing in mind changes in Government policy from time to time. |
| **Affordable Rent Units** | Affordable Housing Units let at Affordable Rent. |
| **Homes England** | means Homes England (formerly the Homes and Communities Agency) or such other successor body with the same statutory function in the context of this Agreement. |
| **Intermediate Unit** | Affordable Housing Units which are: |

(a) Shared Ownership through an Affordable Housing Provider which complies with Homes England's standard form of shared ownership lease from time to time in place and all other relevant Homes England standards; or

(b) approved in advance in writing by the Council and in accordance with relevant eligibility criteria set out in Government or Council guidance in place at the time, other forms of intermediate housing being homes for sale or rent provided at a cost below market levels to be provided by an Affordable Housing Provider.

**IRR** an internal rate of return as described in the RICS Guidance Note.

**Open Market Dwelling:** means a residential dwelling forming part of the Development which is not an Affordable Housing Unit and the term "**Open Market Dwellings**" shall be construed accordingly.

**Practical Completion** means completed to a standard which is wind and water tight and fit for habitation in terms of heating, plumbing, electrics and sanitation and "Practically Completed" shall be construed accordingly.

**Original Appraisal** the 'Financial Viability Assessment – Commercial in Confidence', dated August 2017, authored by Deloitte

**Reasonable Service Charge** a level of service charge that is reasonable having regard to:

(a) the type and cost of the services being provided;

(b) the reasonableness of providing those services; and

(c) the current market level of such charges for similar affordable housing in the District at the time of the last submitted Reserved Matters

Application.

| | |
|---|---|
| **Rent Standard Guidance** | the rent standard guidance published by Homes England dated April 2015 including any such update or successor document. |
| **RICS Guidance Note** | the Royal Institution of Chartered Surveyors (RICS) Guidance Note GN94/2012 as amended. |
| **Shared Ownership** | shared ownership arrangements within the meaning of section 70(4) of the 2008 Act, where:<br>(a) the percentage of the value of the dwelling paid as a premium on the day on which a lease is initially granted under the shared ownership arrangement does not exceed seventy (70) per cent of the Market Value;<br>(b) on the day on which a lease is granted under the shared ownership arrangements, the annual rent payable is not more than 2.75% of the value of the unsold interest; and<br>(c) in any given year the annual rent payable does not increase by more than the percentage increase in the Retail Prices Index for the year to September immediately preceding the anniversary of the day on which the lease was granted plus 0.5 per cent. |
| **Surplus** | the monetised amount (expressed as a net present value) of profit established in the relevant Updated Appraisal minus the amount of profit that the appraisal would have shown if its internal rate of return had been equal to the Trigger IRR. |
| **Trigger IRR** | an IRR of 20%. |
| **Updated Appraisal** | an updated version of the Original Appraisal run on the same basis, taking into account actual revenues and costs achieved and estimates of future revenues and costs based on the market practice at the date of the |

submission of the Updated Appraisal.

2. **Amount and Type of Affordable Housing**

2.1 No less than 25% of Dwellings within the Application Site shall be provided as Affordable Housing Units (excluding any Additional Affordable Housing Units).

2.2 Reserved Matters

(a) Subject to paragraph 2.2(c) and (d), a minimum of 12% of Dwellings in any Reserved Matters Area containing the first 500 Dwellings shall be provided as Affordable Housing Units.

(b) Subject to paragraph 2.2(c) and (d), a minimum of 35% of Dwellings in any Reserved Matters Area following the first 500 Dwellings shall be provided as Affordable Housing Units, unless otherwise agreed in writing by the Council at the Council's absolute discretion.

(c) Where the level of Affordable Housing Units to be provided in a Reserved Matters Area contains Dwellings falling with both the first 500 Dwellings and Dwellings following the first 500 Dwellings, the number of Affordable Housing Units within that Reserved Matters Area shall be set so as to ensure that:

(i) 12% of the first 500 Dwellings are Affordable Housing Units; and

(ii) 35% of the remaining Dwellings are Affordable Housing Units.

(d) Subject always to any need to deliver Additional Affordable Housing Units or an Additional Affordable Housing Contribution in accordance with paragraph 5 below, where, as a result of provision of more than the minimum of Affordable Housing Units set out in 2.2 (a) or (b) above within any Reserved Matters Application submitted earlier in the Development, the target of 12% for the first 500 Dwellings or 25% across the whole Development has been reached, then any further Reserved Matters Applications shall not be required to deliver the minimum levels of Affordable Housing Units set out in 2.2 (a) and (b) above.

2.3 The Affordable Housing Units shall be provided in the following tenure mix:

(a) 75% shall be Affordable Rent Units; and

(b) 25% shall be Intermediate Units

3. **Delivery**

3.1 Subject to paragraph 4.3:

(a) in respect of the first 500 Dwellings to be provided on the Application Site, not to Occupy:

(i) more than 50% of Open Market Dwellings within any Reserved Matters Area until 50% of the Affordable Housing Units in that Reserved Matters Area have been constructed and Practically Completed and transferred to an Affordable Housing Provider; and

(ii) more than 85% of Open Market Dwellings within any Reserved Matters Area until 100% of the Affordable Housing Units in that Reserved Matters Area have been constructed and Practically Completed and transferred to an Affordable Housing Provider;

(b) in respect of any Dwellings provided on the Application Site beyond 500 Dwellings, not to Occupy:

(i) more than 40% of Open Market Dwellings within any Reserved Matters Area until 50% of the Affordable Housing Units in that Reserved Matters Area have been constructed and Practically Completed and transferred to an Affordable Housing Provider; and

(ii) more than 80% of Open Market Dwellings in any Reserved Matters Area until 100% of the Affordable Housing Units in that Reserved Matters Area have been constructed and Practically Completed and transferred to an Affordable Housing Provider.

3.2 Any transfer to an Affordable Housing Provider of the land on which the Affordable Housing Units will be constructed shall be granted:

(a) with vacant possession;

(b) free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);

(c) subject to grant by the Owners to the Affordable Housing Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;

(d) subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development; and

(e) a requirement to enter into the Affordable Housing Nomination Agreement with the Council.

4. **Affordability Controls**

4.1 Subject to paragraph 4.3, not to Occupy any Dwellings:

(a) to be provided as Affordable Rent Units in accordance with this Schedule other than as Affordable Rent Units; or

(b) to be provided as Intermediate Units in accordance with this Schedule other than as Intermediate Units.

4.2 Subject to paragraph 4.3, not to Occupy any Affordable Housing Units other than as Affordable Housing in accordance with the obligations in this Schedule.

4.3 The restrictions in paragraphs 4.1 and 4.2 and the obligations in this Schedule shall not be binding or enforceable against:

(a) any person who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from them;

(b) any person who has acquired any Affordable Housing Unit as grantee or assignee of a Shared Ownership lease and who has purchased a 100% share in the value of that Affordable Housing Unit and any persons deriving title through or under them; and

(c) any mortgagee or chargee, or receiver appointed by the mortgagee or chargee or purchaser of an Affordable Housing Unit and their successors in title where:

(i) the mortgagee or chargee has become entitled to exercise its statutory power of sale;

(ii) the mortgagee or chargee (or receiver appointed by the mortgagee or chargee) has first notified the Council that it wishes to exercise its statutory power of sale as follows:

(A) the mortgagee or chargee shall prior to seeking to dispose of the Affordable Housing Unit pursuant to any default under the terms of

its mortgage or charge give not less than two (2) months' prior notice to the Council of its intention to dispose and:

(B) in the event that the Council responds within one (1) month from receipt of the mortgagee or chargee's notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard it as Affordable Housing then the mortgagee or chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the mortgagee or chargee

(C) if the Council does not serve its response to the mortgagee or chargee's notice within the said period of one (1) month contained in paragraph 4.3(c)(ii)(B) then the mortgagee or chargee shall be entitled to dispose free of the restrictions set out in this Agreement.

(D) if the Council cannot within two (2) months of the date of service of its response under 4.3(c)(ii)(B) secure such transfer then provided that the mortgagee or chargee shall have complied with its obligations under paragraph 4.3(c)(ii) the mortgagee or chargee shall be entitled to dispose free of the restrictions set out in paragraphs 4.1 and 4.2 of this Schedule PROVIDED THAT at all times the rights and obligations in this paragraph 4.3 shall not require the mortgagee or chargee to act contrary to its duties under its charge or mortgage and that the Council shall give full consideration to protecting the interest of the mortgagee or chargee in respect of moneys outstanding under its charge or mortgage

5. **Financial Viability**

5.1 The amount of Affordable Housing within the Development shall be subject to review in accordance with this paragraph.

5.2 The minimum amount of Affordable Housing in any Reserved Matters Area shall always be the Affordable Housing Base Provision.

5.3 Where Implementation has not occurred within 24 months of the date of the first approval by the Council of all of the Reserved Matters Applications for the first Reserved Matters Area, the Owner shall, prior to Implementation, submit an Updated Appraisal to the Council.

5.4 Where an Updated Appraisal is to be submitted in accordance with paragraph 5.3 above, no Implementation shall occur or be permitted to occur until such Updated Appraisal has been approved by the Council in writing.

5.5 The Owner shall submit an Updated Appraisal to the Council together with the first Reserved Matters Application which contains:

(a) the 501st Dwelling; and

(b) the 901st Dwelling.

5.6 The Owner shall not Implement in any Reserved Matters Area for which an Updated Appraisal was submitted (or any subsequent Reserved Matters Area not yet having been Implemented) until the Updated Appraisal has been approved in writing by the Council.

5.7 The Owner shall bear any costs of the Council reasonably associated with the review of the an Updated Appraisal (expert costs or otherwise) submitted in accordance with either paragraph 5.3 or 5.5 above and shall be refundable on receiving a demand in writing by the Council and payable within 20 Working Days.

5.8 Where any Updated Appraisal submitted in accordance with either paragraphs 5.3 or 5.5 above shows a Surplus, the Owner shall include within that Updated Appraisal an Additional Affordable Housing Scheme.

5.9 Where the Council does not approve within 2 months of its submission or refuses the Updated Appraisal or the Additional Affordable Housing Scheme, the Owner shall resubmit a further amended Updated Appraisal and/or Additional Affordable Housing Scheme in accordance with 5.3, 5.5 and 5.8 above until the Council approves the same, or following a second non-approval within 2 months or a refusal, shall be entitled to repeat, or to submit the matter to expert determination in accordance with Clause 12 of this Agreement.

5.10 Where an Updated Appraisal for any Reserved Matters Area is approved in writing by the Council (or determined under clause 12) to show a Surplus, and the Council (or Expert) has approved the Additional Affordable Housing Scheme accompanying that Updated Appraisal to include an element of Additional Affordable Housing Contribution the Owner shall pay the Additional Affordable Housing Contribution for that Reserved Matters Area to the Council.

5.11 The Owner shall not Occupy more than 40% of any Open Market Dwellings within any Reserved Matters Area to which an Updated Appraisal relates until any Additional Affordable Housing Contribution has been paid, if required.

5.12 Where an Updated Appraisal for any Reserved Matters Area is approved in writing by the Council (or determined under clause 12) to show a Surplus, and the Council (or Expert) has approved the Additional Affordable Housing Scheme accompanying that Updated Appraisal to include an element of provision of Additional Affordable Housing Units the Owner shall deliver the Additional Affordable Housing Units in accordance with the obligations, delivery mechanisms and restrictions contained within paragraphs 3 and 4 of this Schedule.

5.13 Where an Updated Appraisal does not show a Surplus, the Owner shall be under no obligation to pay an Additional Affordable Housing Contribution or deliver additional Affordable Housing Units for that Reserved Matters Area.

**SCHEDULE 3 – Education**

The Owner covenants with the Council so as to bind its interest in the Land as follows:

1. Definitions

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| **Preschool** | means an education facility to be delivered on the Preschool Site for children up to the age of 5 years old. |
| **Preschool Contribution** | means the sum of £1,000,000 (one million pounds) Index Linked to be used towards the provision of the Preschool. |
| **Preschool Site** | means land forming part of the Primary School Site or such other site being no less than 0.2ha, for the location of the Preschool as may be agreed with the Council in writing. |
| **Primary School** | means a 2FE (420 place) primary school to be delivered on the Primary School Site |
| **Primary School Contribution** | means the sum of £5,005,728 (five million five thousand seven hundred and fourteen pounds) Index Linked to be used towards the provision of the Primary School. |
| **Primary School Site** | means the land coloured pink as identified on plan 3 (ref: 35223-Lea121j) attached at Appendix 1 to this Agreement, or such other site being no less than 2.3ha (or 2.1 ha if the Preschool Site does not form part of the Primary School Site), for the location of the Primary School as may be agreed with the Council in writing. |
| **Serviced Condition** | the remediation of the Preschool Site or the Primary School Site (as the context requires) to a standard fit for its end use, and the provision of roads built to adoptable standards, sewers, surface water drainage, gas, water, electricity and telecommunications to the boundary of that land to be necessary and adequate so as to enable the Preschool Site or the Primary School Site (as the context requires) to be developed as a Preschool or Primary School (as the context requires). |

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| **Temporary Classrooms Contribution** | means the sum of £250,000 (Index Linked) for the provision of off-site temporary classrooms within the Council's District required to facilitate any need arising as a direct result of the Development. |
| **Transfer** | means a transfer of the Primary School Site for £1:<br><br>with vacant possession;<br><br>free from any encumbrance other than existing at the time of the disposition (save for any financial charge or the transfer of statutory apparatus by the Owner to any statutory undertaker);<br><br>subject to grant by the Owners of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Primary School Site;<br><br>subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the construction, operation, use, maintenance and management of the Development , |

2. **Transfer of School Land**

2.1 In the event that the Preschool Site or the Primary School Site (as the context requires) has not remained within the ownership of Suffolk County Council, the Owner shall prior to the Occupation of no more than 150 Dwellings provide the Primary School Site and the Preschool Site in a Serviced Condition and Transfer the Primary School Site and/or the Preschool Site to the Council.

2.2 The Owner shall pay to the Council the Primary School Contribution and the Pre-school Contribution in the following instalments:

(a) 20% prior to first Occupation;

(b) 20% prior to Occupation of the 150th Dwelling;

(c) 20% prior to Occupation of 400$^{th}$ Dwelling;

(d) 20% prior to Occupation of 600th Dwelling; and

(e) 20% prior to Occupation of 800th Dwelling.

3. **Temporary Classrooms**

The Owner shall pay the Temporary Classrooms Contribution to the Council prior to the first Occupation of any Dwelling.

**SCHEDULE 4 – Transport and Highways**

The Owner covenants with the Council so as to bind its interest in the Land as follows:

1. Definitions

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| **Access Works** | means highway works forming part of the Development at the following locations:<br>(a) the western site access;<br>(b) the Acton Lane and Reynolds Way access;<br>(c) access to the Sports Pavilion;<br>(d) the Acton Lane access; and<br>(e) the Aubrey Drive extension. |
| **Aubrey Drive south of Reynolds Way Crossing Contributions** | means the sum of £75,000 (Index Linked) to be used towards the provision of a toucan crossing at Aubrey Drive south of Reynolds Way. |
| **Bus Service Contribution** | means the sum of £600,000 (Index Linked) to be used towards the improvement or provision of local bus services within 600m of the Application Site and as detailed by Technical Note B as part of the Application. |
| **Highways Agreement** | means an agreement made under s.278 of the Highways Act 1980 and all other enabling powers to regulate the carrying out of the Access Works. |
| **Northern Road Toucan Crossing Contribution** | means the sum of £75,000 (Index Linked) to be used towards the provision of a toucan crossing at Northern Road, east of Waldingfield Road. |
| **Off-Site Highways Works** | Means highways works to the following junctions:<br>(a) A131 MELFORD RD/YORK RD / A131 GIRLING ST/A131 GAINSBOROUGH RD JUNCTION |

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| | (b) A131 Gregory St/A131 GAINSBOROUGH ST/SCHOOL ST/A131 STOUR ST<br><br>(c) EAST STREET AND A131 GIRLING STREET<br><br>or such other works to improve the management of traffic in Sudbury, as may be approved by the Council. |
| **Off-Site Highways Works Contribution** | means the sum of £45,000 (Index Linked) to be used for the provision of the Off-Site Highways Works. |
| **Pedestrian and Cycle Contribution** | means the sum of £130,000 (Index Linked) to be used to improve pedestrian and cycle provision on Acton Lane, Springlands Way and Waldingfield Road. |
| **Rights of Way Contribution** | means the sum of £225,340 (Index Linked) to be used towards the upgrade of, extension of, and/or improvements to footpaths FP8, 9 10, 12, 13, 15, 16 and FP21). |
| **RTPI Screens Contribution** | means the sum of £60,000 (Index Linked) to be used towards the provision of 6 real time passenger information screens providing information on bus services within the Development. |
| **Travel Plan** | means a travel plan relating to the residential element of the Development. |
| **Travel Plan Bond** | means a bond to be entered into by the Owner for the Travel Plan Bond Sum with a surety, the identity of whom shall be pre-approved by the Council in writing, in accordance with paragraph 4.1 of this Schedule. |
| **Travel Plan Bond Sum** | means the sum of £50,000 (Index-Linked). |
| **Travel Plan Evaluation and Support Contribution** | means the sum of £1,000 Index Linked to be used by the Council towards its costs of working with a travel plan coordinator to agree targets and objectives to be met during the lifetime of the Travel Plan. |

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| **Town Centre Bus Contribution** | means the sum of £250,000 (Index Linked) to be used towards the provision of a new bus station adjacent to Girling Street in Sudbury, or, should this not be progressed, the improvement of the existing Sudbury town centre bus station to accommodate the addition bus traffic as a result of the Development. |
| **Waldingfield Road Toucan Crossing Contribution** | means the sum of £75,000 (Index Linked) to be used towards the provision of a toucan crossing at Waldingfield Road between Aubrey Drive and Springlands roundabout. |

2. **Highway Works**

2.1 Prior to the Occupation of the 300th Dwelling, the Owner shall pay the Off-Site Highway Works Contribution to the Council.

2.2 In the event that the Owner is anyone other than the highway authority, the Owner shall not carry out the Access Works until a Highways Agreement has been entered into.

2.3 Not to Occupy any Dwelling in any Reserved Matters Area until the relevant Access Works to access that Reserved Matters Area, the details of which having been submitted to and approved by the Council pursuant to Condition 4 of the Permission, have been carried out and completed.

2.4 The Owner shall carry out and complete the Access Works in accordance with:

(a) the Highways Agreement; and

(b) the access strategy to be approved under condition 4 of the Permission.

3. **Rights of Way**

3.1 The Owner shall pay the Rights of Way Contribution to the Council prior to the Occupation of the 900th Dwelling.

3.2 The Owner shall not Occupy more than 900 Dwellings until the Rights of Way Contribution has been paid to the Council.

4. **Travel Plan Bond**

4.1 Prior to Occupation of the first Dwelling, the Owner shall enter into the Travel Plan Bond and provide a copy of the same to the Council.

4.2 Prior to Occupation of the 100th Dwelling, the Owner shall submit the Travel Plan to the Council for approval in writing.

4.3 The Owner shall not Occupy or permit to be Occupied more than 100 Dwellings until such Travel Plan has been approved.

4.4 In the event that the Owner defaults in complying with the obligations set out in this Agreement in respect of the Travel Plan, the Council may call upon the Travel Plan Bond (either in whole or in part) to provide such amount of the bond as may be required to secure the implementation, carrying out and delivery of the Travel Plan either itself or through an agent appointed or instructed by the Council.

4.5 If pursuant to paragraph 4.4 above the Council has called upon the Travel Plan Bond, the Owner shall, on the following dates, top up the Travel Plan Bond to the Travel Plan Bond Sum amount:

(a) On submission of the Travel Plan pursuant to paragraph 4.2 above;

(b) On each anniversary of the submission of the Travel Plan until one year after the date of Occupation of the final Dwelling.

4.6 Where the Travel Plan Bond is required to be increased to meet the Travel Plan Bond Sum on any of the dates set out in paragraph 4.5 above, the Owner shall not occupy any further Dwellings until the Travel Plan Bond is increased to meet the Travel Plan Bond Sum amount.

4.7 Following the one- year anniversary of the date of Occupation of the final Dwelling, the Owner shall be entitled to withdraw the Travel Plan Bond.

5. **Travel Plan Evaluation and Support Contribution**

5.1 The Owner shall pay the Travel Plan Evaluation and Support Contribution on:

(a) the Occupation of the 100th Dwelling; and

(b) on each anniversary of the Occupation of the 100th Dwelling thereafter;

until the first anniversary of the date of Occupation of the final Dwelling.

6. **Toucan Crossing Contribution**

6.1 The Owner shall pay the Waldingfield Road Toucan Crossing Contribution, the Aubrey Drive south of Reynolds Way Toucan Crossing Contribution and the Northern Road Toucan Crossing Contribution to the Council prior to the Occupation of the 200th Dwelling.

7. **Bus Contributions**

7.1 The Owner shall pay the Town Centre Bus Contribution to the Council prior to the Occupation of 300 Dwellings.

7.2 The Owner shall pay the Bus Service Contribution to the Council in the following instalments:

20% prior to the Occupation of the 100th Dwelling

20% prior to the Occupation of the 200th Dwelling;

20% prior to the Occupation of the 300th Dwelling;

20% prior to the Occupation of the 400th Dwelling; and

20% prior to the Occupation of the 500th Dwelling.

8. **RTPI Contribution**

8.1 The Owner shall pay the RTPI Screens Contribution to the Council prior to the Occupation of the 500th Dwelling.

9. **Pedestrian and Cycle Contribution**

9.1 The Owner shall pay the Pedestrian and Cycle Contribution to the Council prior to the Occupation of the 300th Dwelling.

**SCHEDULE 5 - Community Facilities**

The Owner covenants with the Council so as to bind its interest in the Land as follows:

1. Definitions

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| **Community Woodland** | means the woodland to be provided as part of the Development the indicative location of which is shown coloured dark green on Plan 3 (ref: 35223_LEA_121 Rev J) attached at Appendix 1 of this Agreement. |
| **Community Woodland Commuted Sum** | means a contribution towards the ongoing maintenance and management of the Community Woodland for a period of 10 years to be calculated as:<br><br>£1.40 per square metre |
| **Community Woodland Management Company** | means a company to be identified by the Owner and approved in writing by the Council who shall be responsible for the day to day management and maintenance of the Community Woodland for the lifetime of the Community Woodland. |
| **Play Spaces** | means the 1 x Neighbourhood Equipped Area for Play (NEAP), 5 x Local Equipped Area for Play (LEAP), 1 x Multi-Use Games Area (MUGA) and 7 x Local Area for Play (LAP) to be provided as part of the Development in accordance with the Application |
| **Play Spaces Commuted Sum** | means the sum of £340,500 (Index Linked) for the ongoing management and maintenance of the Play Spaces split as follows:<br><br>£50,000 (Index Linked) per NEAP<br><br>£27,500 (Index Linked) per LEAP<br><br>£37,500 (Index Linked) per MUGA<br><br>£16,500 (Index Linked) per LAP |

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| **Play Spaces Management Company** | means a company to be identified by the Owner and approved in writing by the Council who shall be responsible for the day to day management and maintenance of the Play Spaces for the lifetime of the Play Spaces. |
| **Sports Pavilion** | means a building of a minimum of 245sqm comprising 4 team changing rooms and club room within the Sports Pavilion Land and in accordance with the relevant Sport England guidance at the time of the submission of the relevant Reserved Matters Area. |
| **Sports Pavilion Commuted Sum** | means the sum of £811,540 (Index Linked) to be used for the management and adoption of the Sports Pavilion Land for a period of 10 years. |
| **Sports Pavilion Contribution** | means the sum of £1,320,000 (Index Linked) to be used as follows:<br>(a) £510,000 (Index Linked) towards the provision of either 6 sports pitches or a single artificial sports pitch;<br>(b) £630,000 (Index Linked) towards the provision of a team changing room; and<br>(c) £180,000 (Index Linked) towards the provision of car parking facilities;<br>on the Sports Pavilion Land. |
| **Sports Pavilion Land** | means an area of land within the Land of at least 5 hectares, the indicative location of which is shown edged and hatched green on Plan 4 (ref: 35223-Lea273) attached at Appendix 1 of this Agreement, to be provided in accordance with this Schedule and the details submitted and approved as part of the relevant Reserved Matters Application and to be used for the provision of playing fields and Sports Pavilion. |

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| **Sports Pavilion Lease** | means a lease of the Sports Pavilion Land to be on such terms as are reasonably agreed between the Parties to include a term of no less than 250 years at peppercorn rent, service charges, rights of access and full repairing covenants and the ability to sublet to local community groups and/or the police. |
| **Sports Pavilion Management Company** | means a company to be identified by the Owner and approved in writing by the Council who shall be responsible for the day to day management and maintenance of the Sports Pavilion Land for the lifetime of the Sports Pavilion Land. |
| **Strategic Open Space** | means the area of the Land to be provided as open space, including SUDS, as part of the Development. |
| **Strategic Open Space Commuted Sum** | means a contribution towards the ongoing maintenance and management of the Strategic Open Space for a period of 10 years to be calculated as:<br><br>£2.87 per square metre |
| **Strategic Open Space Management Company** | means a company to be identified by the Owner and approved in writing by the Council who shall be responsible for the day to day management and maintenance of the Strategic Open Space for the lifetime of the Strategic Open Space. |
| **Village Hall** | means a village hall for the use of the community to be constructed on the Village Hall Land. |
| **Village Hall Commuted Sum** | means the sum of £50,000 (Index Linked) to be used to support the use of the Village Hall. |
| **Village Hall Contribution** | means the sum of £1,105,000 (Index Linked) to be used for the construction of the Village Hall |
| **Village Hall Land** | means an area of land within the Land of at least 0.2 hectares, to be located within the village centre land shown on Plan 3 attached at Appendix 1 of this Agreement, to be |

provided in accordance with this Schedule and to be used for the development of the Village Hall.

**Village Hall Lease** means a lease of the Village Hall Land to be on such terms as are reasonably agreed between the Parties to include a term of no less than 250 years at peppercorn rent, service charges, rights of access and full repairing covenants and the ability to sublet to local community groups and/or the police.

2. **Community Woodland**

2.1 The Owner shall provide the Community Woodland in accordance with the scheme to be approved under condition 36 and 37 of the Permission and the details submitted and approved as part of any Reserved Matters Application for a Reserved Matters Area containing part of the Community Woodland.

2.2 Subject to paragraph 2.3 below, where any Reserved Matters Area of the Development contains part of the Community Woodland, the Owner shall pay the relevant proportion of the Community Woodland Commuted Sum for that Reserved Matters Area to the Council upon completion of the Community Woodland within that Reserved Matters Area.

2.3 The Owner shall not be required to pay a Community Woodland Commuted Sum to the Council in accordance with paragraph 2.2 above where the Community Woodland is transferred to the Community Woodland Management Company following completion of the Community Woodland.

3. **Playing Fields and Sports Pavilion**

3.1 Prior to the Occupation of the 550th Dwelling, the Owner shall submit to the Council for approval a plan outlining the specification, delivery, timetable, ownership model and maintenance regime for the provision of the Sports Pavilion and the playing fields on the Sports Pavilion Land:

3.2 Once the plan submitted in accordance with 3.1 above has been approved, the Owner shall either:

(a) Prior to the Occupation of the 900th Dwelling, the Owner shall construct the Sports Pavilion and playing fields as permitted by the Permission on the Sports Pavilion Land; and

(b) Subject to paragraph 3.1(c) below the Owner shall upon completion of the Sports Pavilion and playing fields to be provided in accordance with paragraph 3.1:

(i) pay the Sports Pavilion Commuted Sum to the Council; and

(ii) enter into the Sports Pavilion Lease with the Council or at the direction of the Council offer the Sports Pavilion Lease to a nominated appropriate third party and use reasonable endeavours to complete as expediently as possible thereafter;

and;

(c) The Owner shall not be required to pay the Sports Pavilion Commuted Sum to or enter into the Sports Pavilion Lease with the Council in accordance with paragraph 3.2 above where the Sports Pavilion Land is transferred to the Sports Pavilion Management Company.

3.3 Or:

(a) Prior to the Occupation of the 550th Dwelling, the Owner shall offer the Sports Pavilion Lease to the Council, or at the direction of the Council, other nominated appropriate third party and use reasonable endeavours to complete as expediently as possible thereafter; and

(b) Upon completion of the Sports Pavilion Lease, the Owner shall pay 20% of the Sports Pavilion Contribution to the Council; and

(c) The Owner shall pay the remaining 80% of the Sports Pavilion Contribution to the Council on:

(i) the completion of the Sports Pavilion Lease; or

(ii) Occupation of the 750th Dwelling,

whichever is the later; and

(d) The Owner shall pay the Sports Pavilion Commuted Sum to the Council or at the direction of the Council, or other appropriate third party upon completion of the Sports Pavilion and playing fields

4. **Strategic Open Space**

4.1 The Owner shall provide the Strategic Open Space in accordance with the scheme to be approved under condition 36 and 37 of the Permission and in accordance with the details submitted and approved as part of any Reserved Matters Application which relates to a Reserved Matters Area containing a part of the Strategic Open Space.

4.2 Subject to paragraph 4.3 below, where any Reserved Matters Area of the Development contains part of the Strategic Open Space, the Owner shall pay the relevant proportion of the Strategic Open Space Commuted Sum for that Reserved Matters Area to the Council upon completion of the Strategic Open Space within that Reserved Matters Area.

4.3 The Owner shall not be required to pay any portion of the Strategic Open Space Commuted Sum in accordance with paragraph 4.1 above where the Strategic Open Space is transferred to the Strategic Open Space Management Company following completion of the Strategic Open Space.

5. **Play Provision**

5.1 The Owner shall provide the Play Spaces in accordance with the scheme to be approved under condition 43 of the Permission and in accordance with the details submitted and approved as part of any Reserved Matters Application which relates to a Reserved Matters Area containing any of the Play Spaces.

5.2 Subject to paragraph 5.3 below, where any Reserved Matters Area of the Development contains part of the Play Space, the Owner shall pay the relevant proportion of the Play Space Commuted Sum for that Reserved Matters Area to the Council upon completion of the Play Space within that Reserved Matters Area.

5.3 The Owner shall not be required to pay the Play Spaces Commuted Sum in accordance with paragraph 5.1 above where the Play Spaces are transferred to a Play Spaces Management Company following completion of the Play Spaces.

6. **Village Hall**

6.1 Prior to the Occupation of the 450th Dwelling, the Owner shall offer the Village Hall Lease to the Council, or at the direction of the Council, to Chilton Parish Council or other nominated appropriate third party and use reasonable endeavours to complete as expediently as possible thereafter.

6.2 Upon completion of the Village Hall Lease, the Owner shall pay 20% of the Village Hall Contribution to the Council.

6.3 The Owner shall pay the remaining 80% of the Village Hall Contribution to the Council on:

(a) the completion of the Village Hall Lease; or

(b) Occupation of the 650th Dwelling;

whichever is the later; and

(c) the Owner shall pay the Village Hall Commuted Sum to the Council or at the direction of the Council, Chilton Parish Council or other appropriate third party upon completion of the Village Hall.

**SCHEDULE 6 – Financial Contributions**

The Owner covenants with the Council so as to bind its interest in the Land as follows:

1. Definitions

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| **Library Contribution** | means the sum of £187,000 (Index Linked) to be used towards the enhancement and improvement of facilities at Sudbury Library. |
| **NHS Contribution** | means the sum of £417,151 (Index Linked) to be used towards the capital costs of the relocation of the Hardwicke House practices (main and some branch facilities) in to a purpose built facility in order to accommodate the increased demand for NHS facilities stemming directly from the Development |
| **Police Contribution** | means the sum of £141,847 (Index Linked) to be used for recruitment (and equipping), vehicles and ANPR for the local police service within the Council's District. |
| **Police Touch-Down Space** | means an area of 63sqm to be provided within either the Village Hall, the Sports Pavilion, or such other suitable space within the Development as may be agreed with the Council, to be used by the Police for the carrying out of day to day activities within the community. |
| **Top-Up Police Contribution** | means the sum of £422,500 (Index Linked) to be used for the provision of a space or improvement of existing facilities in order to serve the local community in the event that the Police Touch-Down Space is not provided within the Development. |
| **Waste Contribution** | means the sum of £126,500 (Index Linked) to be used towards the SCC local household waste recycling centre provision to mitigate the impact of the Development. |
| **Woodhall Moat Scheduled** | means the sum of £12,900 (Index Linked) to be used to provide an information / appreciation board and footpath |

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| **Monument Contribution** | between the Application Site and Woodhall Business Park. |

2. **Police Contribution**

2.1 The Owner shall pay the Police Contribution to the Council in the following instalments:

(a) 43% prior to the Occupation of the 500th Dwelling;

(b) 35% prior to the Occupation of the 900th Dwelling; and

(c) 22% prior to the Occupation of the final Dwelling.

2.2 Subject to paragraph 2.3 below, the Owner shall, prior to the Occupation of 550 Dwellings, provide the Council with a scheme for approval in writing for the provision of the Police Touch-Down Space

2.3 The Owner shall provide the Police Touch-Down Space in accordance with the timing set out and approved as part of the scheme submitted and approved in accordance with paragraph 2.2 above.

2.4 In the event that either:

(a) the Council agrees that the Owner is unable to reasonably make provision for the Police Touch-Down Space within the Development, or

(b) the Council does not approve the Police Touch-Down Space scheme and considers that no adequate scheme can be provided by the Owner for the Police Touch-Down Space;

then the Owner shall pay the Top-Up Police Contribution to the Council prior to the Occupation of the 900th Dwelling.

3. **Library Contribution**

3.1 The Owner shall pay the Library Contribution to the Council prior to the Occupation of the 500th Dwelling. .

4. **Waste Contribution**

4.1 The Owner shall pay the Waste Contribution to the Council prior to the Occupation of the 500th Dwelling

5. **NHS Contribution**

5.1 The Owner shall pay the NHS Contribution to the Council in the following instalments:

(a) 43% prior to the Occupation of the 500th Dwelling;

(b) 35% prior to the Occupation of the 900th Dwelling; and

(c) 22% prior to the Occupation of the final Dwelling.

6. **Woodhall Moat**

6.1 Prior to Occupation of the 250h Dwelling the Owner shall pay the Woodhall Moat Scheduled Monument Contribution to the Council.

**SCHEDULE 7 - Council's Covenants**

The Council covenants with the Owner as follows:

1. **Financial Contributions**

1.1 To issue separate receipts on request by the Owner for any Financial Contribution, or other sum, paid to the Council under this Agreement.

1.2 To place the Financial Contributions in an interest-bearing account or in separate accounts as the Council shall in its discretion decide.

1.3 Not to apply the Financial Contributions for any purpose other than the purpose for which that contribution has been paid, as set out in this Agreement, or where such payment is to be passed on to 3rd parties for delivery of the relevant item of infrastructure, not to pass such payment on without first having ensured that such 3rd party has contractually bound themselves to deliver the said infrastructure

1.4 To provide the Owner upon reasonable request, and in any event, no more often than every 6 months, with details of any Financial Contribution received, including specific items of expenditure, and the current balance of that Financial Contribution.

1.5 In the event that all or part of any Financial Contribution (including any interest accrued) has not been expended or transferred to 3rd parties within 10 years from the date upon which it is paid, or, in the case of payments made in parts, 10 years from the date of payment of that part, to repay the remaining sum, or in the case of staged payments, the unexpended part of that stage payment, to the paying party.

1.6 To ensure that any Financial Contributions paid pursuant to Schedules 3 and 4 of this Agreement:

(a) are transferred to the local education authority or the local highway authority (as appropriate) as soon as reasonably practicable upon receipt;

(b) any such transfer pursuant to paragraph (a) above contains covenants to expend the Financial Contribution for the purpose(s) and in accordance with the terms set out in this Agreement; and

(c) in the event that all or part of any Financial Contribution (including any interest accrued) has not been expended or transferred to the local education authority or the local highway authority (as appropriate) within 10 years from the date upon which it is paid, or, in the case of payments made in parts, 10 years from the date of payment of that part, to repay the remaining sum, or in the case of staged payments, the unexpended part of that stage payment, to the paying party.

1.7 Where, pursuant to paragraph 2.1 of Schedule 3 the Council has received a transfer of the Preschool Site or the Primary School Site, the Council shall, as expediently as practicable, offer to transfer the Preschool Site or the Primary School Site to the relevant local education authority on the same terms as it has been transferred to the Council, and assuming acceptance of such an offer, complete the transfer as soon as reasonably practicable thereafter.

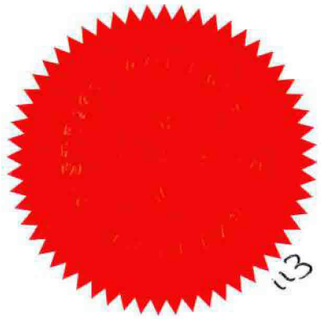
1.8 Where, pursuant to paragraph 3.3 of schedule 5 the Council has taken the Sports Pavilion Lease and the Council has not entered into a contract for the construction of the Sports Pavilion and associated pitches within five years of the date of Occupation of the 750th Dwelling, the Council will return any unspent portion of the Sports Pavilion Contribution to the Owner, together with any interest accrued, and the Owner shall be entitled to determine the Sports Pavilion Lease.

1.9 Where, pursuant to paragraph 6 of schedule 5 the Council has taken the Village Hall Lease and the Council has not entered into a contract for the construction of the Village Hall within 3 years of the date of Occupation of the 650th Dwelling, the Council will return any unspent portion of the Village Hall Contribution to the Owner, together with any interest accrued, and the Owner shall be entitled to determine the Village Hall Lease.

**EXECUTED** as a deed by affixing the )
**COMMON SEAL** of **BABERGH** )
**DISTRICT COUNCIL** )
in the presence of: )

[redacted]

**Authorised Officer**



**EXECUTED** as a deed by affixing the )
**COMMON SEAL** of **SUFFOLK** )
**COUNTY COUNCIL** )
in the presence of: )

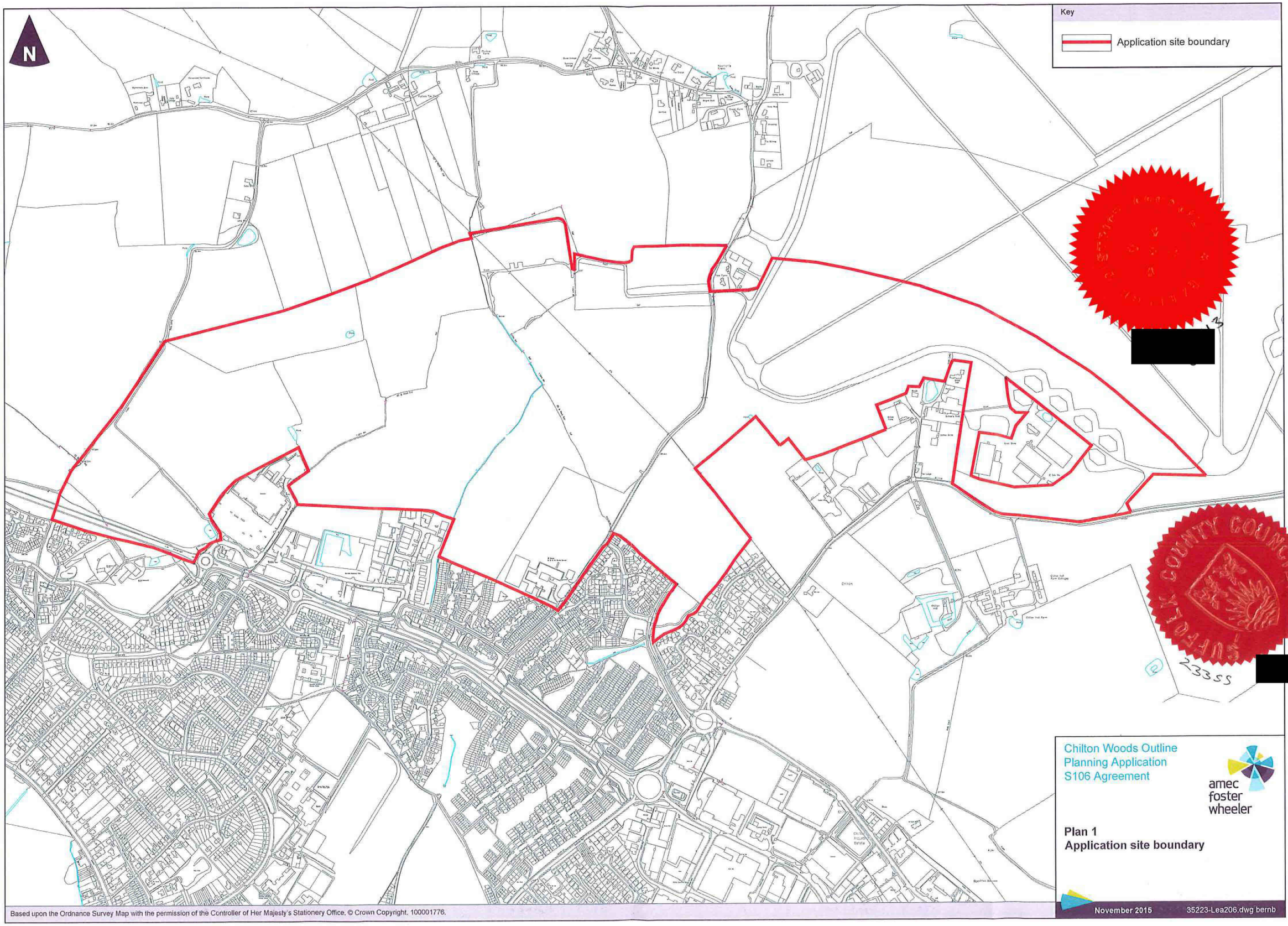
[redacted]

**Authorised Officer**




[redacted]

**APPENDIX 1– Plans**


N
Key
Application site boundary
[redacted]
[redacted]
OXFORDSHIRE COUNTY COUNCIL
23355
Chilton Woods Outline
Planning Application
S106 Agreement
amec
foster
wheeler
Plan 1
Application site boundary
November 2015
35223-Lea206.dwg bernb
Based upon the Ordnance Survey Map with the permission of the Controller of Her Majesty's Stationery Office. © Crown Copyright. 100001776.

N

Key

Land

0 m 500 m

Scale 1:10,000 @ A3

Suffolk County Council
Chilton Woods, Sudbury
S106 Agreement

amec foster wheeler

**Plan 2**
**Land bound into the S106 Agreement**

May 2015 35223-Lea65a_For S106.dwg smitv

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N

Newman's Green

Acton Parish

Long Melford Parish

Proposed household waste recycling centre

Proposed sports pavilion

Chilton Parish

Acton Lane

Tesco

Woodhall Business Park

Proposed hotel site

A134 Springlands Way

Sudbury Parish

Reynolds Way

Waldingfield Road

Aubrey Drive

Sudbury Health Centre

[redacted]

[redacted]

Key

- Site area (117ha)
- Residential including children's play areas and incidental open space (31.5ha)
- Employment (15.0ha)
- Primary school (2.3ha)
- Village Centre (1.2ha)
- Community woodland (28.4ha)
- County Wildlife Site (12.1ha)
- Allotments (0.9ha)
- Other green spaces (15.7ha)
- Market Square (0.2ha)
- Spine road (2.7ha)
- Other roads and highway land (2.2ha)
- Playing pitches (4.8ha)
- Access points (for detailed approval)
- Parish boundaries

0 m 400 m

Scale 1:7500 @ A3

© Getmapping plc.

Suffolk County Council
Chilton Woods, Sudbury
S106 Agreement

amec foster wheeler

**Plan 3**
**Land Use Parameter Plan**

September 2017 35223-Lea121j.dwg bernb

SUFFOLK COUNTY COUNCIL

23355

N

Newman's Green

Tesco

Woodhall Business Park

A134 Springlands Way

Reynolds Way

Aubrey Drive

Waldingfield Road

Sudbury Health Centre

[redacted]

[redacted]

Key

Sports pavilion land (5ha)

0 m 400 m

Scale 1:7500 @ A3

© Getmapping plc.

Suffolk County Council
Chilton Woods, Sudbury
S106 Agreement

amec foster wheeler

**Plan 4**
**Sports pavilion land**

March 2018

35223-Lea273.dwg bernb

APPENDIX 2 – Confirmatory Deed

FORSTERS

**DATED** **20XX**

**[OWNER]**

**AND**

**BABERGH DISTRICT COUNCIL**

# AGREEMENT

**under Section 106 of the Town and Country Planning Act 1990**

**relating to land North of Woodhall Business Park, Sudbury**

**DATE**

1. **BETWEEN**

(A) whose registered office is [at/of] whose company number is (hereinafter called the "Owner");

AND

(B) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX (hereinafter called the "Council" which expression shall include any successor, local planning authority exercising powers under the Act).

2. **RECITALS**

(A) The Council is the local planning authority for the purposes of the Act for the area within the land known as is situate.

(B) The Owner is the owner [state interest] in the Site.

**OPERATIVE PROVISIONS**

**DEFINITIONS**

In this Deed in addition to the parties hereinbefore defined the following words and expressions shall where the context so requires or admits have the following meanings:-

| | |
|---|---|
| **Act** | means the Town and Country Planning Act 1990; |
| **Principal Agreement** | means the planning agreement relating to the land north of Woodhall Business Park, Sudbury entered into on pursuant to section 106 of the Act between the Council and Suffolk County Council; |
| **Site** | means the land shown on the plan annexed to this Agreement having [Land Registry Title Number ]; |

1. Words denoting the singluar shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa.

2. Any reference to any enactment, regulation or order includes any statutory modification or re-enactment thereof for the time being in force.

3. The headings are for ease of reference only and shall not affect the construction or interpretation hereof.

**STATUTORY PROVISION**

4. The obligations in this Deed are:

4.1 planning obligations for the purposes of Section 106 of the Act;

4.2 bind the Owner's interest in the Site including those deriving title through and under it;

4.3 enforceable by the Council as local planning authority; and

4.4 executed as a Deed.

**OBLIGATIONS**

5. The Owner and the Council covenant to perform the obligations in, and agree to bind the Site by the covenants and provisions contained in the Principal Agreement, subject to all its provisions as if and in so far as the Site had been bound by the Principal Agreement when entered into.

**EXECUTED AND DELIVERED AS A DEED** on the date of this document.

**APPENDIX 3 – Draft Nominations Agreement for Affordable Housing**

**THIS DEED OF NOMINATION RIGHTS** is made the XX day of (Month) 201X

**BETWEEN:**
XX **REGISTERED PROVIDER** whose registered address is at XXXXXX ('the Registered Provider') and

(2) **BABERGH DISTRICT COUNCIL** of Endeavour House 8 Russell Road Ipswich IP1 2BX ('the District Council')

**1. Definitions**

In this Deed:

1.1 'Affordable Housing' means subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

1.2 'Affordable Housing Units' means the XX (XX) Dwellings all of which shall be Affordable Housing to be provided on the Property of which XX dwellings shall be Rental Dwellings to be let at an Affordable Rent and shall be occupied by persons allocated in accordance with a Choice Based Lettings Scheme to which the District Council is a party or otherwise nominated by the District Council pursuant to this deed of nomination rights as varied from time to time and Affordable Housing Units shall be construed accordingly, and XX dwellings shall be Shared Ownership dwellings to be sold in accordance with the Government's Help to Buy scheme as administered by the Homebuy Agency

1.3 'Affordable Rent' means housing made available by a Registered Provider as low-cost rent accommodation (as defined by the Housing and Regeneration Act 2008 Section 69) with a rent charged at a level up to 80% of the equivalent market rent inclusive of any service charges applicable

1.4 'Chargee' 'a mortgagee or chargee (or any receiver) (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however so appointed) including a housing administrator'

1.5 'Chargee's Duties' means the tasks and duties set out in Clause 10.4 of this deed.

1.6 'Gateway to Homechoice' means the Greater Haven Gateway sub-regional Choice Based Lettings system

1.7 "the Service Level Agreement" means the Gateway to Homechoice service level agreement or such other service level agreement for the time being in force made between the Registered Provider and Others (1) and the District Council and Others (2)

1.8 'Initial Let' means the first tenancy of such newly constructed and previously unoccupied Affordable Housing Unit

1.9 'Local Connection Criteria' means an individual who immediately before taking up occupation of an Affordable Housing Unit

1.9.1 had his only or principal home in the District of Babergh for a continuous period of not less than 2 years and in the event that there are no or insufficient individuals qualifying under this sub-paragraph then the choice of person shall default to (but with no preference in ranking order) to those individuals fulfilling the criteria set out in the following sub-paragraphs 1.9.2 to 1.9.4 inclusive

1.9.2 has or a member of whose household has a parent adult child brother or sister whose only or principal home is and has been for a continuous period of not less than 2 years in the District of Babergh and wishes to be near that relative or

1.9.3 is employed in the District of Babergh on the date of the consideration of the individual's entitlement for an Affordable Housing Unit and has been continuously so employed for 2 years

1.9.4 who during the period commencing from the date on which an Affordable Housing Unit to which such individual is eligible pursuant to this sub-paragraph becomes available (for the purposes of this sub-paragraph called the "Availability Date") can provide satisfactory written evidence to the District Council of his or her former residency in the District of Babergh for either (i) six months out of the preceding twelve months or (ii) three years out of the preceding five years and in either case such period of former residency shall end with the Availability Date

1.10 'Nomination List' means the Gateway to Homechoice Short List produced in accordance with the Gateway to Homechoice SLA

1.11 'Nominee' means a person named on the Gateway to Homechoice Short List who satisfies the Local Connection Criteria and is verified by the District Council as best meeting the criteria for the category of Affordable Housing Unit in respect of which the Registered Provider is to select a person from the Nomination List and offer a Tenancy Agreement

1.12 'Practical Completion' means issue of a certificate of practical completion by the Registered Provider's surveyor or in the event that the Affordable Housing Units are constructed by a party other than the Registered Provider the issue of a certificate of practical completion by that other party's surveyor

1.13 'Property' means the land and dwellings at xxxxxx shown edged red on the plan annexed

1.14 'Protected Tenant' means any Nominee who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit

1.15 'Registered Provider' means a registered provider of social housing as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the register kept by Homes England under Chapter III of that Act

1.16 'Shared Ownership' means Dwellings to be let on a Shared Ownership Lease to a household for which the household income does not exceed Eighty thousand pounds (£80,000) per annum or such other household income for the time in force in accordance with the terms as set out in HE's capital funding guide

1.17 'Shared Ownership Lease' means a lease or sub-lease of Shared Ownership Units granted at a premium whereby up to 70% (seventy percent) on first purchase of the equitable interest in the Shared Ownership Dwellings is paid by the tenant upon completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates. Any income received from staircasing between 80 and 100% to be retained by the RP and re-invested in affordable housing within Babergh District

1.18 'Tenancy Agreement' means an assured tenancy agreement in a form prepared by the Registered Provider and containing terms which accord with the form of tenancy agreement being used by the Registered Provider from time to time for its general lettings

1.19 'Vacancy Notice' means a written notice (in a form to be agreed between the Registered Provider and given by the Registered Provider to the District Council within five (5) weeks from the date of this Deed) the function of such notice being the notification to the District Council by the Registered Provider of the expected date on which the construction and fitting out of the Affordable Housing Units will be complete

1.20 'Void' means an Affordable Housing Unit which is vacant otherwise than as a result of the tenant having:

1.18.1 moved to other accommodation either by transfer or decant provided by the Registered Provider

1.18.2 moved to other accommodation under a reciprocal arrangement provided by another Registered Provider

1.21 'Void Notice' means a written notice given by the Registered Provider to the District Council (in a form to be agreed between the Registered Provider and the District Council within five (5) weeks from the date of this Deed) the function of such a notice being the notification to the District Council of a Void

**2 Enabling Provisions**

This Deed is made pursuant to the Local Government Act 1972 Section 111 and all other enabling powers

**3 Procedure**

The parties agree that the Service Level Agreement procedure to which they are signatories and the Local Connection Criteria shall apply to the nomination of persons in respect of the Affordable Housing Units

**3.1 Initial lets**

The Association hereby grants the Council Nomination rights for 100% of the initial lets and thereafter 75% for voids in relation to the Affordable Rented Dwellings.

In relation to the Initial Lets of the Affordable Housing Units the following provisions shall apply

3.1.1 The Registered Provider shall give the District Council not less than four (4) months' written notice of the date when all the Affordable Housing Units will be ready for occupation

3.1.2 The Registered Provider shall serve a Vacancy Notice upon the District Council in respect of an Affordable Housing Unit not earlier than ten (10) weeks prior to an Affordable Housing Unit becoming available for occupation

**3.2 Voids**

Should any Affordable Housing Unit become a Void after the Initial Let or the Registered Provider has reasonable cause to believe it will become a Void then and in each case the Gateway to Homechoice SLA procedure shall apply

**4. Supplemental provisions relating to allocating Initial Lets and Voids**

4.1 Where there are two or more applicants applying to occupy one of the Affordable Housing Units the Local Connection Criteria set out in clause 1.9.1 to 1.9.4 of this Schedule and subject to clause 4.2 of this Schedule preference must be given to the applicant/s who have the highest housing need according to Babergh District Council's current allocations policy

4.2 If any of the Affordable Housing Units are designed or adapted for people with disabilities then any such Dwelling may be first offered to a person or persons with disabilities who require such accommodation even where such person(s) have a lesser Local Connection under clauses 1.9.1 to 1.9.4 of this Schedule than someone who does not have disabilities

**5.** Registered Provider **covenants**

The Registered Provider covenants with the District Council to the intent that the Local Government (Miscellaneous Provisions) Act 1982 applies

5.1 To ensure the Affordable Housing Units comprised within the Property are used as Affordable Housing Units

5.2 To ensure that the Affordable Housing Units are let on the basis of a Tenancy Agreement at an Affordable Rent they are all retained and managed by a Registered Provider in accordance with the objectives of such Registered Provider

5.3 the Affordable Housing Units in accordance with current Homes and Communities (HCA) requirements

**6. Alteration of lists**

6.1 The District Council and the Registered Provider agree that the nomination rights contained in this Deed may be varied from time to time by agreement in writing by the parties

**7. Notices**

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served two (2) working days after posting or in the case of electronic mailing the day such notice was transmitted by the party serving the notice

**8 Transfer to other Registered Provider**

The Registered Provider shall use reasonable endeavours to ensure that any Registered Provider to which the Property and Affordable Housing Units erected thereon are transferred otherwise than by direction of the Homes and Communities Agency under its statutory powers shall enter into a similar Deed mutatis mutandis with the District Council and Gateway to Homechoice simultaneously on completing the transfer of the Property

**9 Disputes**

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party

**10 Agreements and declarations**

The parties agree:

10.1 Nothing in this Deed fetters or restricts the exercise by the District Council of any of its powers

10.2 The obligations and covenants contained in this Deed are covenants for the purpose of the Local Government (Miscellaneous Provisions) Act 1982 Section 33

10.3 From the date of Practical Completion the Affordable Housing Units shall be let in accordance with the terms of this deed save that the obligations and restrictions contained in this deed shall not be binding on:

10.3.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

10.3.2 any Chargee and any successor in title to the Chargee PROVIDED THAT the Chargee shall have first complied with the Chargee's Duty; or

10.3.3 any mortgagee and any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to either of them

10.4 The Chargee shall prior to seeking to dispose of the Affordable Housing Unit(s) pursuant to any default under the terms of its mortgage or charge give not less than one (1) months' prior notice to the District Council of its intention to dispose and:

10.4.1 in the event that the District Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit(s) can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer at a price and upon such terms as are reasonably acceptable to the Chargee

10.4.2 if the District Council does not serve its response to the notice within the said period of one (1) month contained in clause 10.4.1 then the Chargee shall be entitled to dispose free of the restrictions set out in this deed.

10.4.3 if the District Council or any other person cannot within one (1) months of the date of service of its response under clause 10.4.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 10.4 the Chargee shall be entitled to dispose free of the restrictions set out in this deed PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the District Council shall give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

AS WITNESS whereof the parties have executed this Instrument as a Deed hereto the day and year first above written

**THE COMMON SEAL OF**
**BABERGH DISTRICT COUNCIL** )
was affixed in the presence of: )

)

Authorised Officer

**THE COMMON SEAL OF**
**A REGISTERED PROVIDER** )
was affixed in the presence of: )

)

Authorised Officer