

DATED _____ 2006

BABERGH DISTRICT COUNCIL

and

HAYLINK LIMITED

and

SUFFOLK COUNTY COUNCIL

and

THE GOVERNOR & COMPANY OF THE BANK OF
SCOTLAND

PLANNING OBLIGATION DEED

In pursuance of Section 106 of the Town and Country
Planning Act 1990 relating to land known as the former
HMS Ganges Shotley Gate in the County of Suffolk

Head of Legal and Administrative Services
Babergh District Council
Corks Lane
Hadleigh
Ipswich
Suffolk

determination pursuant to the powers contained in Section 77 of the Town and Country Planning Act 1990

- F. The District Council and the County Council considers and the Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Land are imposed in manner hereinafter appearing
- G. Pursuant to Section 106 of the Town and Country Planning Act 1990 as amended Section 111 of the Local Government Act 1972 and the Housing Act 1996 the District Council the Owner the County Council and the Mortgagee have agreed to enter into this Deed

NOW THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 as amended and is a Planning Obligation for the purposes of that Section and WITNESSES as follows:-

Definitions and Interpretation

1. In this Deed:-
- (a) in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-

“affordable housing”	shall mean dwellings that are provided for people whose financial circumstances are such that they cannot afford to rent or buy housing accommodation in the local private sector housing market
“Affordable Housing Contribution”	shall mean the contributions referred to in the Second Schedule hereto

“Affordable Housing Dwellings”	shall mean the 30 dwellings to be provided for affordable housing on the Land pursuant to the Planning Permission which shall comprise of 22 Dwellings For Rent and 8 Shared Ownership Dwellings
“the Application”	shall mean the application submitted by the Owner to the District Council for outline planning permission for the Development on the Land under reference number B/03/01085/OUT
“the BCIS Index”	shall mean the Building Cost Information Service All In Tender Price Index published by the Royal Institution of Chartered Surveyors or any index replacing the same
“the Community Contribution”	shall mean the sum of £150,000.00 referred to in the Eighth Schedule
“the Contributions”	shall mean each of the financial contributions or payments payable under the provisions of this Deed
“the Construction Management Plan”	shall mean the Plan referred to in the Fourteenth Schedule
“the Development”	shall mean the erection of 325 dwellings (including affordable housing and starter homes) local retail (classes A1 - A3) and employment units (classes B1a - c) a clubhouse, public open space, access and internal roads as more particularly described in the Application or as permitted by the Planning Permission or as carried out substantially in accordance with the Planning Permission

“Dwellings for Rent”	shall mean dwellings that shall each comprise of a two-bedroomed house to be let at a weekly rent that does not exceed the Housing Corporation rent cap levels for the time being or such other rent level limits as may be set by the Housing Corporation and allocated to persons who are included on a published waiting list criteria allocation system as may be adopted by a RSL or such other system as shall be approved by the District Council
“the Education Contribution”	shall mean the First Education Payment and the Second Education Payment and the Third Education Payment
“the First Education Payment”	shall mean the sum of £266,666.66
“Health Care Provision Contribution”	shall mean the contribution referred to in the Sixth Schedule hereto
“the Highway Improvements Works”	shall mean those works more fully described in the Twelfth Schedule
“Historic Structures”	shall mean the listed mast Martello Tower “L”, gates, railings, lamp standards and the remains of Shotley Fort within the Development and identified on Plan 2 and Plan 3
“the Housing Corporation”	shall mean the Housing Corporation as defined in Section 56 of the Housing Act 1996 or any other body with a function of regulating any RSL
“ “Implementation / Implemented”	shall have the meaning ascribed to it by Section 56 of the Town and Country Planning Act 1990 PROVIDED THAT for the avoidance of doubt development shall not be deemed to have commenced by the carrying out of any survey

	sampling inspection archaeological works site or service investigations (including the digging of trial pits and bore holes works of excavation; demolition; site clearance) or the erection of hoardings or fences as a preliminary to the commencement of works pursuant to development in accordance with the Planning Permission
“the Land”	shall mean the land described in the First Schedule hereto
“the Library Contribution”	shall mean the sum of £25,000
“the Nature Conservation Payment”	shall mean the sum of £10,000
“Open Market Dwelling”	shall mean a dwelling to be built on the Land pursuant to the Planning Permission which is for sale at the open market rate and which is other than one of the Affordable Housing Dwellings
“Plan 1”	shall mean the plan attached hereto marked Plan 1
“Plan 2”	shall mean the plan attached hereto marked Plan 2
“Plan 3”	shall mean the plan attached hereto marked Plan 3
“the Planning Permission”	shall mean any outline planning permission to be granted pursuant to the Application by the First Secretary of State
“Pre-School Contribution”	shall mean the sum of £40,000
“Public Open Space”	shall mean all that land shown coloured green on Plan 3
“RSL”	shall mean any social housing landlord registered

	under Section 1 of the Housing Act 1996 with the Housing Corporation as defined in Section 56 of that Act or any successor in function
“the Second Education Payment”	shall mean the sum of £266,666.66
“Section 278 Agreement”	shall mean an agreement between the Owner and the County Council to secure the provision on reasonable terms of the Highway Improvements Works in the form attached in Appendix 1
“Shared Ownership Dwellings”	shall mean dwellings that shall each comprise of a two-bedroomed house subject to a lease of a share (not exceeding 75%) of the equity thereof and allocated to persons who are included on a published waiting list criteria allocation system as may be adopted by RSL or such other system as shall be approved by the District Council
“the Speed Restrictions Contribution”	shall mean the contribution referred to in the Fourth Schedule hereto of £10,000
“the Third Education Payment”	shall mean the sum of £266,666.68
“the Transportation Payment”	shall mean the sum of £300,000.00
“the Traffic Management Consultation Contribution”	shall mean the contribution referred to in the Fourth Schedule of £10,000
“Travel Plan”	shall mean a travel plan as described in the Thirteenth Schedule
“Waste Management Contribution”	shall mean the contribution referred to in the Ninth Schedule

(b) the expression “the District Council” “the Owner” “the County Council” and “the Mortgagee” shall include their successors in title and assigns

- (c) words importing the masculine gender only shall include all other genders and vice versa
- (d) words importing the singular shall include the plural and vice versa
- (e) words importing persons shall include Companies and Corporations and vice versa
- (f) where any party to this Deed consists of two or more persons companies or corporations the covenants expressed to be made by that party and the conditions and provisions contained in this Deed shall be deemed to have been made jointly and severally by the persons named as that party
- (g) any reference in this Deed to a clause sub-clause paragraph sub-paragraph or schedule without further designation is to be construed as a reference to the clause sub-clause paragraph sub-paragraph or schedule to this Deed so numbered
- (h) unless expressly stated to the contrary any references to a specific statute include any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute
- (i) the clause paragraph and schedule headings do not form part of this Deed and are not to be taken into account in its construction or interpretation

2 Owner's Covenants

The Owner covenants with the District Council and (where appropriate) the County Council as follows:-

- (a) To observe and perform the obligations specified in the Second Third Fourth Fifth Sixth Seventh Eighth Ninth Tenth Eleventh Twelfth Thirteenth and Fourteenth Schedules hereto
- (b) To pay on or before the date hereof the reasonable legal costs of both the District Council and the County Council in connection with the preparation and completion of this Deed
- (c) To supply to the District Council and/or the County Council (within twenty-one days of the date of any such Council's written request to do so) such information as such Council within its reasonable discretion considers it

requires in order to determine whether the terms and conditions of this Deed are being observed

3 Covenants by District Council and County Council

In consideration of the Owner complying with the covenants in clause 2 hereof the District Council covenants with the Owner to abide by the provisions contained in Part 2 of the Second Sixth and Eighth and Thirteenth Schedules hereto and the County Council covenants with the Owner to abide by the provisions contained in Part 2 of the Third Fourth Seventh Ninth Tenth Eleventh and Twelfth Schedules hereto

4 Mortgagee's Agreement

The Mortgagee has agreed to the execution of this Deed and acknowledges that subject as provided in this Deed the Land shall be bound by the obligations herein contained

5 Owner's Warranty

The Owner warrants to the District Council that it has full power to enter into this Deed and that there is no person having a charge over or any other interest in the Land (other than the Mortgagee) whose consent is necessary to make this Deed binding on the Land and all estates and interests therein

6 Agreement and Declaration

It is hereby agreed and declared:-

- (a) no person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenants prior to parting with such interest
- (b) if the Planning Permission shall expire before the Development is begun or shall at any time be revoked this Deed shall forthwith determine and cease to have effect otherwise the obligations specified in this Deed shall subsist unless or until the District Council by resolution decides that they shall cease to have effect
- (c) this Deed is a local land charge and shall be registered as such

- (d) notwithstanding anything hereinbefore contained the obligations specified in this Deed (save that set out in this clause and clause 2(b) hereof) shall not take effect until the date on which the Development shall be taken to be Implemented
- (e) no compensation shall be payable by either the District Council or the County Council as a result of the obligations herein contained
- (f) no waiver (whether express or implied) by the District Council or the County Council of any breach or default by the Owner in performing or observing any of the obligations herein contained shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the obligations herein contained or from acting upon any subsequent breach or default in respect thereof
- (g) nothing in this Deed fetters or restricts the exercise by the District Council and the County Council of any of their respective powers
- (h) any provision in this Deed which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not effect any other provision of this Deed
- (i) the covenants contained in clause 2 hereof are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990
- (j) notwithstanding any other provision of this Deed and the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of its terms on any person who is not a party to it
- (k) if a power of sale shall have become exercisable in respect of any mortgage affecting the freehold interest in that part of the Land on which an Affordable Housing Dwelling is erected and as a result of which the mortgagee wishes to exercise a power of sale then PROVIDED THAT a mortgagee shall have:-
 - (i) actively and diligently sought to offer for sale that part of the Land to which the power of sale has arisen to a RSL (such purchase to be subject to the obligations herein contained) for a period of at least two months and
 - (ii) (where no RSL can be found) offered for sale that part of the Land to which the power of sale has arisen to the District Council for a further period of one month and the District Council has declined to accept that offer within that period

on the expiration of both periods referred to in provisos (i) and (ii) above the mortgagee may dispose of such part of the Land and the dwellings erected thereon free from the obligations herein contained

7 Index Linking

Each of the Contributions shall be subject to increase by reference to the increase in the BCIS Index between the date of this Deed and the date when that Contribution is due to be paid under this Deed using the formula $A = B \times C/D$ where:-

- (i) A is the sum actually payable on the due date
- (ii) B is the original sum as specified in this Deed
- (iii) C is the figure for the BCIS Index last published before the due payment date of the relevant Contribution
- (iv) D is the figure for the BCIS Index last published before the date of this Deed
- (v) C/D is equal to or greater than 1

8 Interest on Payments

In the event of any delay in the payment of any sum required to be paid to the District Council or the County Council under this Deed then interest shall be payable thereon at the annual rate of 4% above base rate for the time being of Barclays Bank plc from the date the sum fell due until the date of actual payment

9 Reasonableness

Where by this Deed any approval or consent or direction or authority or agreement or action is required to be given reached or taken any such approval consent direction authority agreement or action shall not be unreasonable or unreasonably withheld or delayed

10 Notices

For the purposes of this Deed:

- (a) Any notice given shall be in writing and shall either be delivered personally or sent by first class pre-paid post

- (b) The address for service of the District Council the Owner the County Council and the Mortgagee shall be those stated in this Deed or such other address in England for service as the party to be served may have previously notified in writing
- (c) Any notice served in accordance with sub clause (a) hereof shall be deemed to have been given or made and delivered, (if by delivery) when left at the relevant address or (if by letter) 48 hours after posting

11 Dispute Resolution

- (a) If agreement cannot be reached on any matters contained in or referred to in this Deed that matter in dispute shall be referred to and settled by a single expert to be nominated by the President of the Royal Institution of Chartered Surveyors on the application of any party to this Deed after giving notice in writing to the others
- (b) The person to be appointed pursuant to sub clause (a) hereof shall be a person having 5 years or more post qualification experience of projects comprising works of the scale and nature of the Development
- (c) Reference to the expert shall be on terms that determination shall take place within 28 working days of the expert accepting his instructions
- (d) The expert shall have the power to award the costs of the determination in favour of any party to the dispute at the expense of any other party to the dispute and failing such determination such costs shall be borne by the parties to the dispute in equal shares
- (e) The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision
- (f) The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the parties to the dispute

IN WITNESS whereof the District Council and the County Council have caused their respective Common Seals to be affixed to this Deed and the Owner and the Mortgagee have respectfully executed this Deed as a Deed the day and year first before written

THE FIRST SCHEDULE

The Land

ALL THAT piece or parcel of land known as the former HMS Ganges situate at Shotley Gate in the County of Suffolk as shown edged red on the plan annexed hereto the Title to which land is registered at HM Land Registry with Title Absolute under Title Number SK 222108

THE SECOND SCHEDULE

Affordable Housing

Part 1 - Obligations to be observed or performed by the Owner

1. Prior to the occupation of any of the Open Market Dwellings to be erected on the Land pursuant to the Planning Permission to conclude an agreement with a RSL approved in writing by the District Council for the construction and subsequent transfer to the RSL of the site of the Affordable Housing Dwellings (such transfer to be effected once the Affordable Housing Dwellings shall have been erected and all necessary service infrastructure related thereto shall have been installed)
2. To pay to the District Council the Affordable Housing Contribution of £929,000 in three instalments as provided below:-
 - 2.1 Prior to the occupation of no more than 65 of the proposed dwellings forming part of the Development to pay to the District Council the sum of £309,666.66
 - 2.2 Prior to the occupation no more than 130 of the proposed dwellings forming part of the Development to pay to the District Council the sum of £309,666.66
 - 2.3 Prior to the occupation of no more than 190 of the proposed dwellings forming part of the Development to pay to the District Council the sum of £309,666.68
3. Within 7 days of completion of the agreement referred in paragraph 1 of this Schedule to produce to the District Council the original or a duly certified copy thereof by way of a verification of compliance with all requirements set out in such paragraph
4. Not to occupy or permit to be occupied any more than 90 of the Open Market Dwellings until at least 10 of the Affordable Housing Dwellings shall have been first occupied

5. Not to occupy or permit to be occupied any more than 180 of the Open Market Dwellings until at least 20 of the Affordable Housing Dwellings shall have been first occupied
6. Not to occupy or permit to be occupied any more than 270 of the Open Market Dwellings until all 30 of the Affordable Housing Dwellings shall have been first occupied
7. To notify the District Council in writing when the Owner intends to reach that stage of the Development specified in each of the paragraphs 4 5 and 6 of this Schedule
8. To construct the Dwellings for Rent in accordance with the scheme development standards of the Housing Corporation

Part 2 - Provisions to be complied with by the District Council

- (a) To use the Affordable Housing Contribution solely to fund affordable housing provision elsewhere within the Shotley Peninsula
- (b) To hold the Affordable Housing Contribution in an interest-bearing account set up specifically for that purpose and to use it for that purpose only
- (c) Forthwith to repay to the Owner all monies which remain in the said account on the tenth anniversary of the making of the Contribution to which this Schedule relates which monies shall include interest which has accrued to and remains in the said account

THE THIRD SCHEDULE

Education

Part 1 - Obligations to be observed or performed by the Owner

1. To pay to the County Council the Education Contribution of £800,000 in three instalments as provided below:
 - 1.1 Prior to the occupation of no more than 107 of the proposed dwellings forming part of the Development to pay to the County Council the Education Contribution of £266,666.66
 - 1.2 Prior to the occupation of no more than 214 of the proposed dwellings forming part of the Development to pay to the County Council the sum of £266,666.66

- 1.3 Prior to the occupation of no more than 300 of the proposed dwellings forming part of the Development to pay to the County Council the sum of £266,666.68
2. To notify the County Council in writing when the Owner intends to reach those stages of the Development specified in Paragraph 1 of this schedule is complete
3. Prior to the occupation of any Open Market Dwelling to pay the Pre-School Contribution; £25,000.00 of which is to be paid to the County Council and £15,000.00 of which is to be paid to the District Council as agents for Parish Shotley Council

Part 2 - Provisions to be complied with by the County Council and the District Council

- (a) To use the Education Contribution solely to fund additional school places generated by the Development and their respective shares of the Pre-School Contribution solely to fund additional local pre-school provision (18 months to 5 years) generated by the Development
- (b) To hold the Education Contribution and their respective shares of Pre-School Contribution in interest-bearing accounts set up specifically for those purposes respectively and to use them for those purposes only and the District Council shall hold its share of the Pre-School Contribution as agent for Shotley Parish Council
- (c) Forthwith to repay to the Owner all monies which remain in the said account on the tenth anniversary of the making of the Contributions to which this Schedule relates which monies shall include interest which has accrued to and remains in the said accounts

THE FOURTH SCHEDULE
Traffic Management Consultation Contribution and
Speed Restrictions Contribution

Part 1 - Obligations to be observed or performed by the Owner

1. Prior to the Implementation of the Development to pay to the County Council the Traffic Management Consultation Contribution and the Speed Restrictions Contribution
2. To notify the County Council that the Owner intends to reach that stage of the Development specified in paragraph 1 of this Schedule
3. To implement and fund the agreed speed restriction and traffic management schemes

Part 2 - Provisions to be complied with by the County Council

- (a) To use the Traffic Management Consultation Contribution towards the cost of funding public consultation on traffic management proposals within Shotley and Chelmondiston Villages
- (b) To use the Speed Restrictions Contribution towards the cost of funding a review and contribution to implementation of speed restrictions
- (c) To hold the Traffic Regulation Contribution and the Speed Restrictions Contribution in an interest bearing accounts set up specifically for those purposes respectively and to use them for those purposes only
- (d) Forthwith to repay to the Owner all monies which remain in the said accounts on the tenth anniversary of the making of the Contributions to which this Schedule relates which monies shall include interest which has accrued to and remain in the said accounts

THE FIFTH SCHEDULE
Community Policing Facility

1. To provide a community policing facility on the Land in accordance with the details set out in this paragraph to the reasonable satisfaction of the District Council:

- 1.2 Dedicated premises with a site area of 30 square metres to be operated exclusively by Suffolk Constabulary on an “as needed” basis (e.g for specific meetings regular surgeries or responding to specific incidents)
- 1.3 Such premises to be located in the area known as the “Village Square” where the new retail and employment facilities are proposed in a location to be agreed as part of the detailed design of the “Village Square”
- 1.4 Such Premises to be constructed to shell and core specification and to be connected to required services including water electricity and telecommunications
- 1.5 For the avoidance of doubt such facility may (until an appropriate location has been identified and agreed within “the Village Square”) be located within a portacabin
2. To complete the provision of such community policing facility prior to the occupation of any Open Market Dwelling
3. To notify the District Council in writing when the Owner intends to reach that stage of the Development specified in paragraph 2 of this Schedule

THE SIXTH SCHEDULE

Health Care

Part 1 - Obligations to be observed or performed by the Owner

1. Prior to the occupation of any Open Market Dwelling to pay to the District Council (as Agent for the Central Suffolk Primary Care Trust) the Health Care Provision Contribution of £150,000 towards the provision of a new larger and improved health care practice in the locality of the Development
2. To notify the District Council in writing when the Owner intends to reach that stage of the Development specified in paragraph 1 of this Schedule

Part 2 - Provisions to be complied with by the District Council

- (a) To use the Health Care Provision Contribution towards the provision of new extended GP surgery and health facilities in the locality of Shotley Peninsula

- (b) To hold the Health Care Provision Contribution in an interest-bearing account set up specifically for that purpose and to use it for that purpose only
- (c) Forthwith to repay to the Owner all monies which remain in the said account on the tenth anniversary of the making of the Contribution to which this Schedule relates which monies shall include interest which has accrued to and remains in the said account

THE SEVENTH SCHEDULE

Shotley/Harwich/Felixstowe Ferry Service and Rural Bus Initiatives

Part 1 - Obligations to be observed or performed by the Owner

1. Prior to the occupation no more than 100 of the proposed dwellings forming part of the Development to pay to the County Council the Transportation Payment by way of a contribution towards the continuation and/or enhancement of Shotley Ferry Service (including vessel landing facilities at Shotley Marina) and towards the continuation and enhancement of rural bus initiatives
2. To notify the County Council in writing when the Owner intends to reach that stage of the Development specified in paragraph 1 of this Schedule

Part 2 - Provisions to be complied with by the County Council

- (a) To use the Transportation Payment towards the continuation and/or enhancement of Shotley Ferry Service (including vessel landing facilities at Shotley Marina) and towards the continuation and enhancement of rural bus initiatives
- (b) To hold the Transportation Payment in an interest-bearing account set up specifically for that purpose and to use it for that purpose only
- (c) Forthwith to repay to the Owner all monies which remains in the said account on the tenth anniversary of the making of the Contribution to which this Schedule relates which monies shall include interest which has accrued to and remains in the said account

THE EIGHTH SCHEDULE

Community Facilities

Part 1 - Obligations to be observed or performed by the Owner

1. Prior to the occupation of no more than 100 of the proposed dwellings forming part of the Development to pay to the District Council the Community Contribution of £150,000 by way of a contribution towards the cost of expanding the community facilities in Shotley upgrading the existing football pitch at Shotley Village Hall and enhancing other local facilities or other sports/recreational facilities in Shotley and the surrounding area
2. To notify the District Council in writing when the Owner intends to reach that stage of the Development specified in paragraph 1 of this Schedule

Part 2 - Provisions to be complied with by the District Council

- (a) To use the said sum of £150,000 towards the cost of expanding the community facilities in Shotley upgrading the existing football pitch at Shotley Village Hall and/or enhancing other local facilities or other sports/recreational facilities in Shotley and the surrounding area
- (b) To hold the said sum of £150,000 in an interest-bearing account set up specifically for that purpose and to use it for that purpose only
- (c) Forthwith to repay to the Owner all monies which remain in the said account on the tenth anniversary of the making of the Contribution to which this Schedule relates which monies shall include interest which has accrued to and remains in the said account

THE NINTH SCHEDULE

Waste Management

Part 1 – Obligations to be observed and performed by the Owner

1. Prior to the occupation of any Open Market Dwelling to pay to the County Council the Waste Management Contribution of £10,660 towards the improvement of the household waste site at Chelmondiston
2. To notify the County Council in writing when the Owner intends to reach that stage of the Development specified in paragraph 1 of this Schedule

Part 2 – Provisions to be complied with by the County Council

- (a) to use the Waste Management Contribution towards the improvement of the household waste site at Chelmondiston
- (b) to hold the Waste Management Contribution in an interest bearing account set up specifically for this purpose and to use it for that purpose only
- (c) forthwith to repay to the Owner all monies which remain in the said account on the tenth anniversary of the making of the Contribution to which this Schedule relates which monies shall include interest which has accrued to and remains in the said account

THE TENTH SCHEDULE

The Library Contribution

Part 1 – Obligations to be observed and performed by the Owner

- 1. Prior to the occupation of any Open Market Dwelling to pay to the County Council the Library Contribution towards the provision of a new library facility to serve the local community at the Shotley Peninsula
- 2. To notify the County Council in writing when the owner intends to reach that stage of the Development specified in paragraph 1 of this Schedule

Part 2 – Provisions to be complied with by the County Council

- (a) to use the Library Contribution towards the provision of a new library facility to serve the local community at the Shotley Peninsula
- (b) to hold the Library Contribution in an interest bearing account set up specifically for this purpose and to use it for that purpose only
- (c) forthwith to repay to the Owner all monies which remain in the said account on the tenth anniversary of the making of the Contribution to which this Schedule relates which monies shall include interest which has accrued to and remains in the said account

THE ELEVENTH SCHEDULE

Nature Conservation Payment

Part 1 – Obligations to be observed and performed by the Owner

1. Prior to the occupation of any Open Market Dwelling to pay to the County Council the Nature Conservation Payment to enable Suffolk Coast & Heaths Project to investigate and/or provide a warden presence at Shotley Marshes in order to mitigate the impact of the Development upon bird species in the Orwell Estuary
2. To notify the County Council in writing when the Owner intends to reach that stage of the Development specified in paragraph 1 of this Schedule

Part 2 – Provisions to be complied with by the County Council

- (a) to use the Nature Conservation Payment towards Suffolk Coast & Heath Project to investigate and/or provide a warden presence at Shotley Marshes in order to mitigate the impact of the Development upon bird species in the Orwell Estuary
- (b) to hold the Nature Conservation Payment in an interest bearing account set up specifically for this purpose and to use it for that purpose only
- (c) forthwith to repay to the Owner all monies which remain in the said account on the tenth anniversary of the making of the Contribution to which this Schedule relates which monies shall include interest which has accrued to and remains in the said account

THE TWELFTH SCHEDULE

Highway Improvements Works

Part 1 – Obligations to be observed and performed by the Owner

1. Prior to the occupation of any Open Market Dwelling to enter into a Section 278 Agreement with the County Council to provide for the carrying out of the Highway Improvements Works defined in paragraph 2 below and to carry out and complete those works
2. The Highway Improvements Works shall consist of the following highway improvement works to be undertaken and contribution to be given by the Owner or its approved contractor pursuant to completion of a Section 278 Agreement:
 - 2.1 A137/B1456 junction signals provision and construction as shown in principle on JMP Drawing Nos G060199-05 RevA & G060199 - 04 RevA (or as otherwise approved by the County Council)
 - 2.2 a commuted sum for the A137/B1456 junction signals;
 - 2.3 B1456/B1080 junction improvement as shown in principle on JMP Drawing JG060199-02 Rev A (or as otherwise approved by the County Council)
 - 2.4 Shotley Village School access improvement as shown in principle on JMP Drawing No. G060199-05 (or as otherwise approved by the County Council)
 - 2.5 Chelmondiston Village gateways as shown in principle on JMP Drawing No. G060199-11 Rev A (or as otherwise approved by the County Council)
 - 2.6 Chelmondiston Village footways as shown in principle on JMP Drawing No. G060199-06 Rev A (or as otherwise approved by the County Council)
 - 2.7 Chelmondiston Village signs as shown in principle on JMP Drawing No. G060199-08 Rev A (or as otherwise approved by the County Council)

- 2.8 Bristol Hill/Caledonia Road junction and cycle lane as shown in principle on JMP Drawing No. G060199-07 Rev A (or as otherwise approved by the County Council)

Part 2 – Provisions to be complied with by the County Council

- (a) The County Council shall so far as is reasonable facilitate and expedite the completion of the Section 278 Agreement

THE THIRTEENTH SCHEDULE

Travel Plan, Public Open Space, Historic Structures

Part 1 – Obligations to be observed and performed by the Owner

1. Prior to the occupation of any Open Market Dwelling to
 - 1.1 submit to and obtain the approval of the District Council to the Travel Plan described in paragraph 2 of this Schedule
 - 1.2 let a contract for the laying out and ongoing maintenance of the Public Open Space
 - 1.3 submit to and obtain the approval of the District Council to a scheme for
 - (i) the restoration maintenance and management of the Historic Structures, such restoration to include the timing of all works
 - (ii) a strategy for the future naming of streets within the Development
 - 1.4 implement the said scheme
2. The Travel Plan shall provide for all of the following:
 - (i) the appointment of a Travel Plan Co-ordinator
 - (ii) provision of current public transport information (bus/ rail/taxi and river services) including user-friendly maps/timetables and promotional leaflets on a well-located information point in the Village Square
 - (iii) development of a wide area car lift-share initiative
 - (iv) development of a wide area car club initiative
 - (v) improvements to the foot ferry
 - (vi) provision of high quality maps of safe pedestrian/cycle routes in the local area and supporting promotional material
 - (vii) introduction of a local bike pool scheme and

- (viii) development of a mobility marketing unit offering a personalised journey plan service

Part 2 – Provisions to be complied with by the District Council

- (a) The District Council shall so far as is reasonable facilitate and expedite the approval of the travel plan and strategies referred to in paragraph 1.3 of this Schedule

THE FOURTEENTH SCHEDULE

Construction Management Plan

1. The Owner shall not commence any part of the development until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority
2. The Owner shall not commence or continue any part of the development other than strictly in accordance with the approved Construction Management Plan. The Construction Management Plan shall provide for:
 - 2.1 the times, including hours and days of the week to which construction work (including site preparation and demolition) and deliveries of materials shall be limited
 - 2.2 the transport mode and routes to be used for the delivery of construction materials
 - 2.3 the location(s) of the construction compound, site huts and materials stores
 - 2.4 temporary accesses and parking areas
 - 2.5 details of any temporary site buildings
 - 2.6 noise mitigation and dust suppression
 - 2.7 road cleaning
 - 2.8 workforce travelling
 - 2.9 site security
 - 2.10 protection of ancient monuments
 - 2.11 storage and control of pollutants
 - 2.12 local liaison

3. The Owner shall not demolish any buildings on the Land until a full photographic survey has been carried out and a copy sent to the District Council

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

Head of Legal and Administrative Services

EXECUTED AS A DEED BY)
HAYLINK LIMITED acting by)
two Directors or a Director and)
the Secretary)

Director

Secretary

THE COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed in the)
presence of:)

Authorised Officer

For and on behalf of)

THE GOVERNOR AND)
COMPANY OF THE BANK OF)
SCOTLAND)