

DATE

8 January

2020  
2019

**(1) WEST SUFFOLK COUNCIL**

**(2) SUFFOLK COUNTY COUNCIL**

**(3) PAMELA JEAN COBBOLD and MARK ANDREW COBBOLD  
and STEPHEN JOHN BURRELL**

**(4) ROBERT GEORGE WILLIAM ROLPH**

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

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relating to

**Land North of Station Road Lakenheath Suffolk**

West Suffolk Council  
West Suffolk House  
Western Way  
Bury St. Edmunds  
Suffolk  
IP33 3YU

DATE

8th January

2020  
2019

### THE PARTIES

- (1) **WEST SUFFOLK COUNCIL** of West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU (hereinafter called the "**Council**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (hereinafter called the "**County Council**")
- (3) **PAMELA JEAN COBBOLD and MARK ANDREW COBBOLD and STEPHEN JOHN BURRELL** of Utopia Cowles Drove Hockwold Thetford Norfolk IP26 4JQ (hereinafter collectively called the "**First Owner**")
- (4) **ROBERT GEORGE WILLIAM ROLPH** of 31 Wings Road Lakenheath Suffolk IP27 9HW (hereinafter called the "**Second Owner**")

### INTRODUCTION

- A The Council is a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
- B The County Council is the local highway authority (except for trunk roads) the local education authority the local library authority, and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable
- C The First Owner is the freehold owner of that part of the Site registered with the Land Registry under the title numbers SK240159, SK350250, SK344143 and SK366224; the Second Owner is the freehold owner of that part of the Site registered with Land Registry title number SK198532
- D The First Owner and the Second Owner shall hereinafter be called collectively "**the Owners**"
- E A planning obligation dated 11<sup>th</sup> November 2019 was agreed by the Parties which was required under the planning application DC/14/2096/HYB (hereinafter called the "**Principal Deed**")
- F Without prejudice to the terms of the other covenants contained in the Principal Deed the Parties hereto agree to vary the Principal Deed on such terms as set out herein
- E The Council has resolved to grant planning permission for the Development pursuant to the Application subject to the prior

completion of this Deed intended to regulate the Development and to secure the planning obligations contained in this Deed

## **1. DEFINITIONS**

For the purposes of this Deed the words and expressions defined in the Recitals shall have the meanings given to them respectively by the Recitals

## **2. INTERPRETATION**

2.1 Words and expressions defined in the Principal Deed shall have the same meanings in this Deed except to the extent that they are expressly varied by this Deed

2.2 Any reference to the "Parties" is a reference to the parties to this Deed

2.3 The Parties do not intend that any of this Deed's terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

## **3. VARIATIONS TO THE PRINCIPAL DEED**

3.1 The Parties agree that the Principal Deed shall be varied as set out in this clause but otherwise the Principal Deed shall remain in full force and effect

3.2 Within the Principal Deed at the Forth Schedule clause 2.1 should be deleted and replaced with the following clause;

"2.1 The Council covenants to use the NHS Contribution to improve the capacity of the Lakenheath Surgery and its branch at Hockwold"

3.4 Within the Principal Deed at the Forth Schedule clause 3.1 should be deleted and replaced with the following clause;

"3.1 If received the Council covenants to use the Public Open Space Contribution towards the provision of a public open space within Lakenheath"

## **4. EFFECTIVE DATE**

The amendments to the Principal Deed made by this Deed shall come into effect on the date hereof

## **5. CONTINUATION OF THE PRINCIPAL DEED**

This Deed does not release any party to it from any breaches of the Principal Deed existing at the date of this Deed save where variations contained in this Deed remove the obligation of which the Party is in breach

**6. AGREEMENTS AND DECLARATIONS**

- 6.1 This Deed is made pursuant to sections 106 and 106A of the Act section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers
- 6.2 The covenants restrictions and requirements imposed by this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council and County Council as local planning authorities against the Owner and their successors in title
- 6.3 This Deed will be registered as a local land charge by the Council
- 6.4 No person or body will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Deed occurring before that date

**7. MISCELLANEOUS**

- 7.1 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.2 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities

**8. JURISDICTION**

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

**9. DELIVERY**

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

**10. EXECUTION**

The Parties have executed this Deed as a deed and it is delivered on the date set out in this Deed

In witness whereof the Parties hereto have executed this Deed on the day and year first before written

**THE COMMON SEAL OF  
WEST SUFFOLK COUNCIL**  
was affixed in the presence of:

)  
)  
)

[Redacted]  
Authorised Officer



**THE COMMON SEAL OF  
SUFFOLK COUNTY COUNCIL**  
was affixed in the presence of:

)  
)  
)

[Redacted]  
Authorised Officer



**SIGNED AS A DEED BY**

[Redacted]

)  
)  
)

[Redacted]

in the presence of:

Signature of witness

[Redacted]

Name of witness

[Redacted]

Address

[Redacted]

**SIGNED AS A DEED BY**

[Redacted]

)  
)  
)

[Redacted]

in the presence of:

Signature of witness

[Redacted]

Name of witness

[Redacted]

Address

[Redacted]

**SIGNED AS A DEED BY**

[Redacted]

)  
)  
)

[Redacted]

in the presence of:

Signature of witness

[Redacted]

Name of witness

[Redacted]

Address

[Redacted]

**SIGNED AS A DEED BY**

[Redacted]

)  
)  
)

[Redacted]

in the presence of:

Signature of witness

[Redacted]

Name of witness

[Redacted]

Address

[Redacted]