

DATED 29 JULY **2020**

(1) PERSIMMON HOMES LIMITED

and

(2) SUFFOLK COUNTY COUNCIL

DEED OF VARIATION

**Pursuant to Section 106 Town & Country Planning Act 1990
relating to Travel Plan Obligations on land at West of Ixworth Road,
Thurston Suffolk**

Suffolk County Council
Legal Services Ref: 62788
Constantine House, 5 Constantine Road, Ipswich, IP1 2DH

THIS DEED is made the 29th day of JULY 2020

BETWEEN

- (1) **PERSIMMON HOMES LIMITED** (Company Registration Number 04108747) whose registered office is situated at Persimmon House, Fulford, York YO19 4FE ("the Developer")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, IP1 2BX (the "County Council")

BACKGROUND

- (A) This Deed is supplemental to a s106 Agreement between ADRIAN JOHN NICE AND PAULINE JEAN NICE ("the Owner") (1) PERSIMMON HOMES LIMITED (the "Developer") (2) MID SUFFOLK DISTRICT COUNCIL (the "District Council") (3) and SUFFOLK COUNTY COUNCIL (the "County Council") (4) made pursuant to Section 106 of the Act and dated 9 July 2018 "the Principal Deed". A copy of the Principal Deed is attached at the Schedule to this Deed.
- (B) The County Council is the local education authority and the highways authority for the purposes of the Act and is the party entitled to enforce the obligations contained within this Deed and to enforce the obligations given to the County Council in the Principal Deed.
- (C) The Developer is the freehold owner of part of the Property held under title number SK398253.
- (D) Pursuant to Section 106 and Section 106A of the Act the County Council and the Developer have agreed to enter into this Deed.

2 PROVISIONS AND OPERATIVE CLAUSES

2.1 This Deed is entered into pursuant to the following powers and in connection with the performance of the functions thereunder:-

2.1.1 Section 106 and 106A of the 1990 Act

2.1.2 Section 111 of the Local Government Act 1972

2.1.3 Any other powers hereby enabling

2.2 Unless the context otherwise requires the words as defined in the Principal Deed shall have the same meaning for the purposes of this Deed.

2.3 With effect from the date of this Deed the parties hereto agree the following amendments to the Principal Deed:

<p>1. The definitions in the column to the right and as described in the Principal Deed shall be deleted</p>	<p>“Full Travel Plan” “Full Travel Plan Monitoring Report” “Interim Travel Plan” “Resident Travel Pack” “Travel Plans” “Travel Plan Coordinator” “Travel Plan Notice” “Travel Plan Remedial Measures Notice”</p>
<p>2. The deleted definitions in clause 1 above shall be replaced with the definitions in the column to the right:</p>	<p>“Travel Plan” – means a management plan that outlines targets, objectives, and a package of measures to encourage sustainable travel choices and reducing reliance on the private car in relation to the Development, which is monitored and reviewed annually, to mitigate the potential highway impact of the Development</p> <p>“Travel Plan Contribution” – means the sum of seventy-two thousand, one hundred and fifty pounds (£72,150) BCIS Indexed</p>
<p>3. The Sub Paragraphs in Schedule 2, Part 2, Paragraph 4 (Travel Plan) shall be deleted in their entirety and replaced by the sub - paragraphs in the right- hand column</p>	<p>4.1 To pay to the County Council the first fifth of the Travel Plan Contribution on or before Occupation of the first Dwelling</p> <p>4.2 Not to permit or allow Occupation of any of the Dwellings unless and until the first fifth of the Travel Plan Contribution has been paid to the County Council</p> <p>4.3 To pay to the County Council the second fifth of the Travel Plan Contribution on the first anniversary of the payment of the first fifth of the Travel Plan Contribution</p> <p>4.4 To pay to the County Council the third fifth of the Travel Plan Contribution on the second anniversary</p>

	<p>of the payment of the first fifth of the Travel Plan Contribution</p> <p>4.5 To pay to the County Council the fourth fifth of the Travel Plan Contribution on the third anniversary of the payment of the first fifth of the Travel Plan Contribution</p> <p>4.6 To pay to the County Council the final fifth of the Travel Plan Contribution on the fourth anniversary of the payment of the first fifth of the Travel Plan Contribution</p>
<p>4. Schedule 4, Paragraph 8 shall be deleted and replaced by the Paragraph in the right-hand column</p>	<p>8. The County Council covenants to use the Travel Plan Contribution towards the cost of implementing annually monitoring and reviewing a Travel Plan for the Development</p>
<p>5. Schedule 2, Part 2, Paragraph 5 and all sub paragraphs 5.1 to 5.3 (both inclusive) shall be deleted.</p>	

2.4 the Principal Deed as varied shall remain in full force and effect and is to be read and interpreted as if the variations as set out in this Deed were set out in full in the Principal Deed.

3 **REGISTRATION**

3.1 This Deed shall be registrable as a local land charge by the Council.

4 **OTHER PROVISIONS**

4.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission other than the Permission

4.2 This Deed shall be governed by and construed in accordance with the laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts

- 4.3 A person or entity who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed
- 4.4 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed to be affected or impaired

IN WITNESS WHEREOF the County Council has set their common seal and the Developer has executed this Deed the day and year hereinbefore mentioned.

SCHEDULE

Principal Deed

EXECUTED AS A DEED by **PERSIMMON HOMES LIMITED**
acting by two attorneys:

Attorney Print name [REDACTED]

Attorney Print name [REDACTED]

in the presence of:

Witness Signature [REDACTED]

Witness name: [REDACTED]

Witness address: Persimmon Homes Suffolk, Radio House, Orion Ave,
Great Blakenham, Ipswich, IP6 0LW

Witness occupation: Planner

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



Authorised Signatory

JONATHAN LOCKINGTON

