

DATED
2020

22nd October

(1) MARY ANNE SWARBRICK and JONATHAN
MARSHALL MARGARSON

and

(2) CHRISTCHURCH LAND AND ESTATES
(HALESWORTH) LIMITED

AND

(3) EAST SUFFOLK COUNCIL

and

(4) SUFFOLK COUNTY COUNCIL

SUPPLEMENTAL AGREEMENT

Under Section 106 and 106A of the Town and Country
Planning Act 1990

Relating to land south of Chediston Street, Halesworth,
Suffolk



3 The Osiers Business Centre
Leicester
LE19 1DX

File Ref: PH/229432.1

THIS DEED of AGREEMENT by way of Deed is made the 22nd day of October T w o Thousand and Twenty

BETWEEN:

- (1) **MARY ANNE SWARBRICK and JONATHAN MARSHALL MARGARSON** of Cross, Ram & Co of 18 The Thoroughfare, Halesowen, Suffolk, IP19 8AJ (**the Owner**); and
- (2) **CHRISTCHURCH LAND AND ESTATES (HALESWORTH) LIMITED** (Co. Regn. No. 9834757) of International House, 6 South Street, Ipswich IP1 3NU (**Christchurch**); and
- (3) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT (**the District Council**); and
- (4) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX (**the County Council**).

BACKGROUND

- (A) The District Council and the County Council are local planning authorities for the purposes of section 106 of the Town and Country Planning Act 1990 ("the 1990 Act") for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- (B) The County Council is the local highway authority (except for trunk roads) and education authority and is also a local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations in this Deed are enforceable.
- (C) The Owner owns the freehold of the Site and Christchurch have the benefit of a promotion agreement over the Site dated 25th November 2015.
- (D) The Council granted planning permission for the residential development of the Site on 24th May 2019 under reference number DC/17/3981/OUT and subsequently varied the permission granted pursuant to Section 96A of the 1990 Act on the 1 October 2019 under reference number DC/19/3364/AME ("the Planning Permission").
- (E) An agreement was entered into pursuant to Section 106 of the 1990 Act between the Owner the District Council and the County Council on 17 May 2019 in connection with the grant of Planning Permission ("the Principal Agreement").
- (F) Christchurch has submitted to the Council a section 73 application to vary conditions on the Planning Permission and this application has been given reference DC/20/1049/VOC by the Council and should planning permission be granted pursuant to this application it will result in the grant of a new planning permission ("the New Permission"). It is the intention of the parties that the New Permission shall be regulated by the Principal Agreement.

1. INTERPRETATION

- 1.1. The definitions in the Principal Agreement shall apply to this Supplemental Deed unless stated to the contrary
- 1.2. Where the context so admits:-
 - 1.2.1. the masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa;
 - 1.2.2. covenants, restrictions, obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally;
 - 1.2.3. reference to the Owner in this Supplemental Deed shall include its successors in title and assigns and all persons deriving title under them except where expressly provided otherwise;
 - 1.2.4. a covenant, restriction or obligation by any party to this Supplemental Deed not to do something shall be construed as including a covenant, restriction or obligation not to permit or knowingly suffer it to be done by a third party;
 - 1.2.5. reference to the District Council and the County Council and to any statutory or other body shall include reference to its successors in carrying out its functions;
 - 1.2.6. reference to a clause or schedule is a reference to a clause or schedule contained in this Supplemental Deed;
 - 1.2.7. reference to statutes, acts, orders, directions, regulations and statutory instruments includes (where appropriate) reference to their amendments and replacements.

2. OPERATIVE CLAUSES

- 2.1. This Deed is supplemental to the Principal Agreement and is made pursuant to Section 106 and Section 106A of the Act and the covenants restrictions and obligations contained mentioned or referred to in this Deed are planning obligations for the purposes of those sections.
- 2.2. In so far as any of the covenants, restrictions and obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in sections 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the parties hereto to enter into this Deed and in consideration of the covenants, restrictions and obligations hereinafter contained.

- 2.3. This Deed shall be registered as a Local Land Charge by the District Council.
- 2.4. Nothing in this Deed shall be construed or implied so as to prejudice or affect the rights discretions powers duties and obligation of the District Council or the County Council under all statutes bylaws statutory instruments orders and regulations or any exercise of their functions as a local authority.
- 2.5. No terms of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but does not affect any right or remedy of a third party which exists or is available apart from under the Act.
- 2.6. This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

3. CONTINUING OBLIGATIONS

- 3.1. The Owner covenants and Christchurch consents to the Owner's covenants herein that the obligations and covenants in the Principal Agreement shall (save to the extent that they have already been satisfied) continue to bind the Site and any development carried out on the Site whether in accordance with the Planning Permission or the New Permission from the date hereof SAVE THAT this Deed shall not impose any additional requirements in respect of the Planning Permission or the New Permission
- 3.2. The covenants and obligations given by the Owner herein shall bind the Owner's interests in the Site and any successor in title thereto save that the Owner shall not be liable for any breach of any covenants or obligation after it has parted with its interest in the Site save and unless such breach occurred prior to the disposal of such interest
- 3.3. The parties hereto agree that the Principal Agreement shall from the date hereof be varied by inserting at the end of clause 2.5 of the said Principal Agreement the following words:

"save in respect of any planning permission that may be granted pursuant to Section 73 of the 1990 Act in respect of the Planning Permission for the Site which permission or permissions will be bound by the obligations contained within the Principal Agreement and references to the Planning Permission in the Principal Agreement shall include any such permission or permissions granted pursuant to Section 73 unless the parties hereto expressly agree otherwise in writing"

4. DETERMINATION OF DEED

- 4.1. This Deed shall be determined and have no further effect if the New Permission:

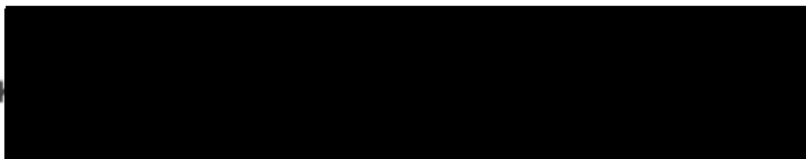
4.1.1. Expires before Commencement of Development pursuant to the New
Permission

4.1.2. Is varied or revoked other than at the request of the Owner; or

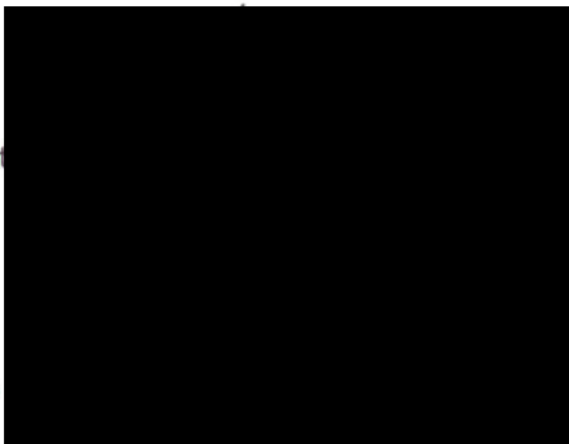
4.1.3. Is quashed following a legal challenge

IN WITNESS WHEREOF these presents have been duly executed as a deed by the parties
hereto the day and year first before written

SIGNED as a DEED
BY MARY ANNE SWARBRICK



In the presence of
Signature of Witness

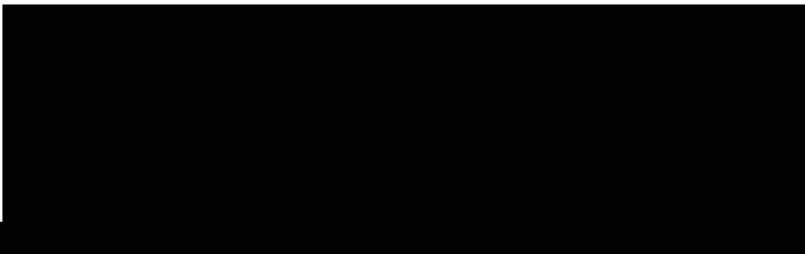


Name of Witness (Print)

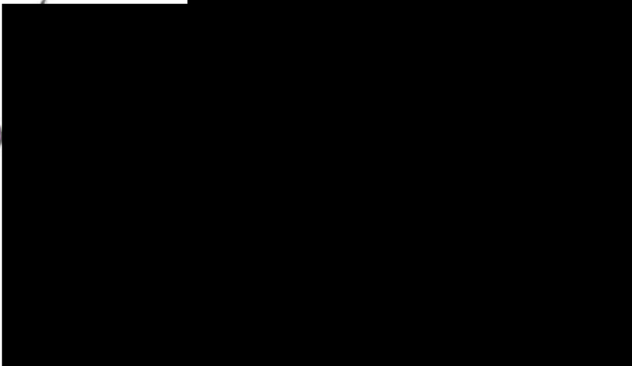
Address of Witness

Occupation of Witness

SIGNED as a DEED
BY JONATHAN MARSHALL



In the presence of
Signature of Witness



Name of Witness (Print)

Address of Witness

Occupation of Witness

EXECUTED as a DEED by

CHRISTCHURCH LAND AND ESTATES (HALESWORTH) LIMITED

Acting by a director

In the presence of

Signature of Witness

Name of Witness (P

Address

Occupation of Witness

EXECUTED as a DEED by affixing hereto the

COMMON SEAL of

EAST SUFFOLK COUNCIL

Authorised Signatory

EXECUTED as a DEED by affixing hereto the

COMMON SEAL of

SUFFOLK COUNTY COUNCIL

Authorised Signatory

