

2012002

DAC BEACHCROFT

Dated 22nd December 2020

(1) THE MASTER FELLOWS AND SCHOLARS OF THE
COLLEGE OF THE HOLY AND UNDIVIDED
TRINITY WITHIN THE TOWN AND UNIVERSITY OF
CAMBRIDGE OF KING HENRY THE EIGHTH'S
FOUNDATION

- and -

(2) TAYLOR WIMPEY UK LIMITED

- and -

(3) EAST SUFFOLK COUNCIL

- and -

(4) SUFFOLK COUNTY COUNCIL

DEED

pursuant to Section 106 and 106A of the Town

and Country Planning Act 1990

relating to land south of High Road,
Trimley St Martin

Planning application Ref: DC/20/2892/VOC and DC/20/2891/FUL

THIS DEED is made the 22nd day of December 2020

BETWEEN

- (1) **THE MASTER FELLOWS AND SCHOLARS OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY WITHIN THE TOWN AND UNIVERSITY OF CAMBRIDGE OF KING HENRY THE EIGHTH'S FOUNDATION** of The Bursary, Trinity College, Cambridge CB2 1TQ ("the Owner")
- (2) **TAYLOR WIMPEY UK LIMITED** (CRN 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("the Developer"); and
- (3) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton IP12 1RT ("the Council"); and
- (4) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("the County Council")

jointly referred to as the "Parties"

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site and the Drainage Permission Land are situated.
- (B) The Owner is the freehold owner of the Site and the Drainage Permission Land under title number SK321952.
- (C) The Developer intends to acquire the Owner's freehold interest in the Site and the Drainage Permission Land and is a party to this Deed in order to give the covenant at Clause 6 hereof for payment of legal costs AND acknowledges that upon acquiring the Owner's interest in the Site and the Drainage Permission Land it will become bound by the Principal Agreement and this Deed as successor in title
- (D) Planning permission DC/16/2119/OUT ('the Outline Permission') was granted in respect of the Site subject to a Section 106 Agreement dated 23rd March 2018 ('the Principal Agreement').
- (E) The Developer has made an application for planning permission pursuant to Section 73 of the Act in respect of the Outline Permission and also an application for full planning permission in respect of drainage works on land adjacent to the Site (the 'Drainage Permission Land') that are necessary to service the residential development to be authorised by the Section 73 Permission.
- (F) The Parties have agreed to enter into this Deed (i) under Section 106A of the Act in respect of the Site in order to modify the Principal Agreement so that it shall bind the development authorised by the Section 73 Permission (ii) under Section 106 of the Act in respect of the Drainage Permission Land and the Site in order to (a) secure a planning obligation for the

delivery of the works authorised by the Drainage Permission and (b) secure a planning obligation for the payment of a RAMS Contribution

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 In this Deed words and expressions shall have the meanings given to them in the Principal Agreement SAVE where otherwise stated herein and below:

“Drainage Permission” means the application for full planning permission allocated reference DC/20/2891/FUL

“Drainage Permission Land” means the land shown indicatively edged red on the plan at Appendix 1 to this Deed

“Habitat Mitigation Contribution” the sum of One Hundred and Twenty One Pounds and Eighty Nine Pence (£121.89) per Dwelling to be constructed pursuant to the Planning Permission Index Linked payable to the Council to be used in accordance with the RAMS Strategy published evidence July 2019

“Section 73 Permission” means the application for planning permission pursuant to Section 73 of the Act allocated reference DC/20/2892/VOC

1.2 In this Deed where the context so requires:-

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to clauses schedules and paragraphs are references to clauses schedules and paragraphs in this Deed except where otherwise specified;

1.2.3 title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed;

1.2.4 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;

1.2.5 the expression the "Owner" shall include persons successors in title to the Owner and its assigns and all persons deriving title to all or part of the Property under or through them; and

1.2.6 the expression of "District Council" within the Principal Agreement shall include the successors to its respective statutory function referred to as "Council" in this Deed

2. COMMENCEMENT

2.1 Save for this Clause and Clauses 1, 6 and 7 which shall come into effect upon the date hereof the provisions of this Deed shall not take effect until the grant of both the Section 73 Permission and the Drainage Land Permission

3. MODIFICATION AND EFFECT OF THE PRINCIPAL AGREEMENT

3.1 The Principal Agreement shall be modified on the terms set out in Schedule 1 of this Deed but shall otherwise remain in full force and effect.

4. SUPPLEMENTAL PLANNING OBLIGATION

4.1 The Owner covenants with the District Council not to Occupy or allow the Occupation of any Dwelling until the works authorised by the Drainage Permission have been completed in their entirety and written confirmation of their completion has been received by the Council subject to any alternative restriction as may be agreed between the Owner and the Council in writing pursuant to this Clause 4.1 (which may for the avoidance of any doubt include an exchange of letters between those parties expressed to be pursuant to this provision)

4.2 The Owner covenants with the Council not to Commence or allow the Commencement of Development of the Planning Permission until the Habitat Mitigation Contribution has been paid to the Council

5. COUNCIL'S COVENANTS

5.1 The Council covenants with the Owner that it will apply the Habitat Mitigation Contribution towards the purpose specified in the definition and for no other purpose whatsoever

5.2 In the event that the Habitat Mitigation Contribution has not been spent or committed by contract for its specified purpose within 10 years of receipt of the Habitat Mitigation Contribution the Council shall repay such monies which have not been spent or committed together with any interest accrued to the person who paid the Habitat Mitigation Contribution

6. LEGAL EFFECT

- 6.1 This Deed is made pursuant to Section 106 and 106A of the Act and constitutes a planning obligation binding the Site and the Drainage Permission Land which is respectively enforceable by the Council and the County Council.
- 6.2 No persons shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Deed in respect of any period during which it or they no longer have an interest in (as applicable) the Site or the Drainage Permission Land or in the part in respect of which the breach, non-performance or non-observance occurs but without prejudice to liability for any subsisting breach, non-performance or non-observance prior to parting with such interest.
- 6.3 No part of this Deed shall or may be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party shall be required under that act to any cancellation or variation of this Deed.
- 6.4 Nothing in this Deed shall prejudice or affect the rights discretions 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 respective functions as a local authority.

7. LEGAL COSTS

The Developer shall on completion of this Deed pay the Council's and the County Council's respective legal costs incurred in connection with the negotiation preparation and completion of this Deed

SCHEDULE 1
MODIFICATION OF THE PRINCIPAL AGREEMENT

The Principal Agreement shall be modified as follows:

1. A new sub-clause 8.15 shall be inserted into the Principal Agreement as follows:

'8.15 If the Council agrees following an application under section 73 of the Act to vary or release of any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under section 73 of the Act or the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106A of the Act.'


EXECUTED AS A DEED by the Parties in the manner hereinafter but not delivered until the day and year first written


SIGNED as a DEED by

TAYLOR WIMPEY UK LIMITED



acting by its Attorneys

(Names) and

Attorney signature: 

Attorney signature: 

In the presence of:

Signature of Witness:  


Name:

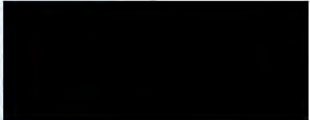

Alison Beard
Estate Conveyancer
Taylor Wimpey UK Limited
Castle House
Kempson Way
Bury St Edmunds
IP32 7AR


Alison Beard
Estate Conveyancer
Taylor Wimpey UK Limited
Castle House
Kempson Way
Bury St Edmunds
IP32 7AR

Address:

EXECUTED AS A DEED by
**THE MASTER FELLOWS AND
SCHOLARS OF TRINITY COLLEGE
CAMBRIDGE**

 Senior Bursar

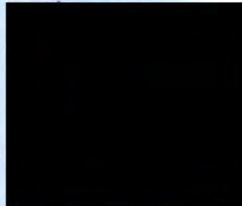
 Junior Bursar



The Common Seal of **EAST SUFFOLK COUNCIL**

was hereunto affixed in the presence of

Authorised signatory



Authorised signatory



The Common Seal of **SUFFOLK COUNTY COUNCIL**

was hereunto affixed in the presence of

Authorised signatory



APPENDIX 1
DRAINAGE PERMISSION LAND



Notes & Key

24721



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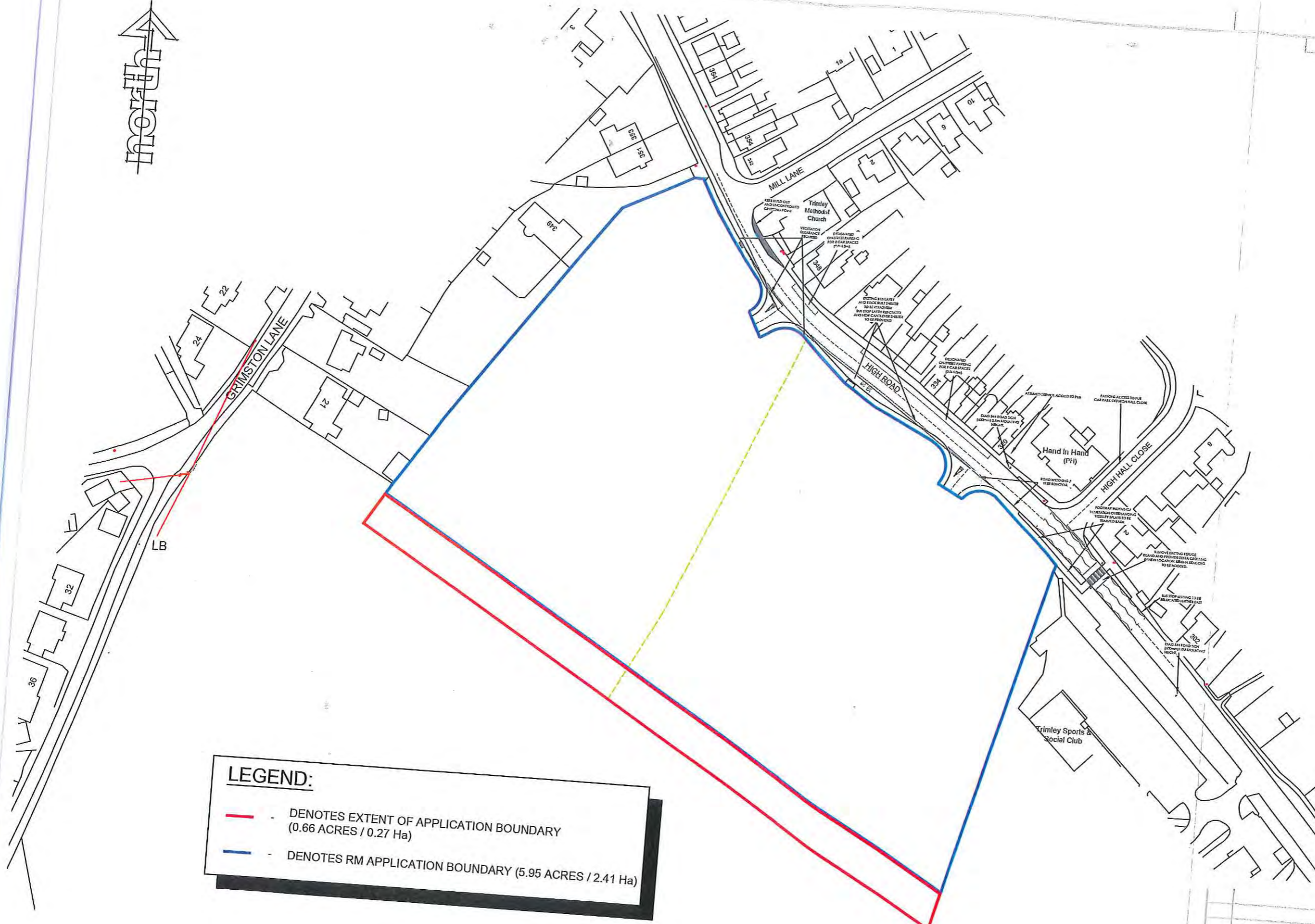
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LEGEND:

- DENOTES EXTENT OF APPLICATION BOUNDARY (0.66 ACRES / 0.27 Ha)
- DENOTES RM APPLICATION BOUNDARY (5.95 ACRES / 2.41 Ha)

Rev	
Site Name	Land Opposite Hand-in-Hand P.H High Road, Trimley St Martin
Drawing Title	Site Location Plan 2