

DATED 2 February

2021

MID SUFFOLK DISTRICT COUNCIL (1)

SUFFOLK COUNTY COUNCIL (2)

LANDEX LIMITED (company registration 05794338) (3)

**SUPPLEMENTAL PLANNING OBLIGATION BY
DEED**

Under Section 106 and Section 106A of the Town and Country Planning Act 1990 relating to the development of land at Grange Farm Green Road Bury St. Edmunds Suffolk IP30 9RF

THIS DEED is made on *2nd February* 2021

PARTIES

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House 8, Russell Road Ipswich Suffolk IP1 2BX ("the District Council");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8, Russell Road Ipswich Suffolk IP1 2BX ("the County Council");
- (3) **LANDEX LIMITED (company registration 05794338)** whose registered office is at 19 Holywells Road Ipswich IP3 0DL ("the owner")

together "the Parties"

INTRODUCTION

1. The District Council is the local planning authority for the purposes of the Act for the area within which the Property is situated and by whom the planning obligations contained in this Deed are enforceable
2. For the purposes of the 1990 act the County Council is the County Planning authority and for the purposes of the Highways Act 1980 is the Highways Authority and is responsible for the provision of children's services, library services and rights of way for the area in which the Property is situated
3. The Owner is the freehold owner of the Property
4. On 29 August 2018 the then Owner of the Property Timothy Pateshall Parker and the current Owner Landex Limited (then identified as "the Developer") gave a Unilateral Undertaking by deed to the District Council and the County Council for the purpose of imposing planning obligations under Section 106 of the act in respect of the property (" the Original Deed")
5. On 28 September 2018 and in reliance upon the Original Deed the Secretary of State for Communities and Local Government granted planning permission for the development by means of a decision letter of his planning inspector allowing the Owner's appeal against the District Council's refusal to grant permission for the development (" the First Permission").
6. The Owner has applied to the District Council under section 73 of the act for permission to carry out the same development permitted by the first permission but varying the conditions attached to the first permission (" the Application ")

7. The District Council is minded to grant planning permission in accordance with the application and the Parties have agreed to enter into this supplemental deed in order to ensure that planning obligations which are of the same kind to those contained in the original deed will bind the land and that all of the other provisions of the Original Deed shall take effect if the second permission or any similar permission is granted by the District Council and the land is developed in accordance with the such permission

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

The first permission means Planning Permission for the erection of

“the Act”	the Town and Country Planning Act 1990 (as amended)
“the Application”	the application under section 73 of the Act made by the Owner to the District Council on 7 February 2019 and given the council’s planning reference DC/19/00647
“the Development”	the erection of 49 dwellings and construction of a new access road at the Property
“the First Permission”	Planning permission for the Development granted by the decision letter of Mr H Stephens Planning Inspector on 28 September 2018 under the Planning Inspectorate’s Reference APP/W3520/W/18/3194926
“the Original Deed ”	The unilateral undertaking given by deed dated 29 August 2018 by Mr TP Parker and the Owner to the District Council and the County Council
“ The Property”	The land defined as “ the Property “ in the Original Deed and described in the First Schedule and identified in the plan annexed to the Original Deed

" The Second Permission "

Planning permission to be granted by the District Council with reference to the Application for permission to carry out the development with a variation of Condition 2 of the First Permission

2. **CONSTRUCTION OF THIS DEED**

Wherever the context so admits defined terms within this Deed shall have the meaning as associated in the Original Deed unless as defined within this Deed

3. **LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106A of the Act but to the extent that any obligations contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all others enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the District Council and the County Council against the Owner.

4. **THE COUNCIL'S LEGAL COSTS**

4.1 The Owner shall pay the District Council and the County Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed

5. **SUPPLEMENT TO THE ORIGINAL DEED**

5.1 The parties agree that all of the planning obligations set out in the Original deed shall take effect and shall bind the Property if the development is carried out in accordance with the Second Permission or any other planning permission which may be granted by the District Council in respect of the Property under section 73 of the act with reference to the conditions of the first planning permission

5.2 Accordingly, the Parties agree that as from the date of this deed the Original Deed shall be varied by the amendments set out in the first Schedule hereto

5.3 For the avoidance of doubt the Parties agree that all of the provisions of the Original Deed shall take effect if development is commenced in accordance with the first permission

6. **JURISDICTION**

This Deed of Variation is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

7. **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.

IN WITNESS whereof this Deed has been executed by the parties hereto as a deed and is intended to be and is hereby delivered on the date hereof.

The COMMON SEAL of)
MID SUFFOLK)
DISTRICT COUNCIL)
was hereunto affixed)
in the presence of)



Authorised officer

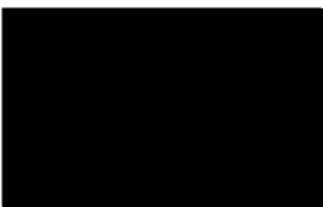
The COMMON SEAL of)
SUFFOLK COUNTY)
COUNCIL)
was hereunto affixed)
in the presence of)



Authorised officer



Executed by as a deed by
LANDEX LIMITED acting
by D.J. DAVIES..... a
director, in the presence of:



JACKIE TURNER



Name:

Address:



Occupation: ADMINISTRATOR

THE SCHEDULE

AMENDMENTS TO THE ORIGINAL DEED

1. The definition of “ planning permission ” in the Original Deed shall be amended so to include as an alternative to the First permission the Second Permission and any other permission which may be granted by the council under section 73 of the act with reference to the development at the Property as originally permitted by the First permission.
2. Clause 6.9 of the Original Deed shall be construed so as not to include any permission which will be included in the now amended definition of “planning permission”