

Dated

Do 18 NOT DATE March

2025

**IPSWICH BOROUGH COUNCIL**

**and**

**SUFFOLK COUNTY COUNCIL**

**and**

**ORWELL HOUSING ASSOCIATION LIMITED**

**and**

**KENNETH SHAUN TRIM**

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**SUPPLEMENTAL PLANNING OBLIGATION  
BY DEED**

**Pursuant to Section 106A of the Town and  
Country Planning Act 1990 relating to land  
adjoining The Maypole Inn, 759 Old  
Norwich Road, Ipswich IP1 6LE**

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**Ipswich Borough Council**

**Grafton House**

**15-17 Russell Road**

**Ipswich, Suffolk**

**IP1 2DE**

THIS SUPPLEMENTAL DEED is made the 18th day of March 2025

**BETWEEN:**

- (1) **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE ("**the Borough Council**"); and
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX ("**the County Council**"); and
- (3) **ORWELL HOUSING ASSOCIATION LIMITED** (Registered Society Number: 16460R) of Crane Hill Lodge, 325 London Road, Ipswich IP2 0BE ("**the 1st Owner**"); and
- (4) **KENNETH SHAUN TRIM** of 765 Old Norwich Road, Ipswich IP1 6LE ("**the 2nd Owner**").

**WHEREAS:**

- (A) This Deed is made under Section 106A of the 1990 Act and is supplemental to a Section 106 Agreement dated 11th day of June 2021 made pursuant to the 1990 Act ("**the Principal Agreement**").
- (B) The 1st Owner by way of a transfer dated 28th September 2021 holds the freehold interest in the 1<sup>st</sup> Property.
- (C) The 2nd Owner continues to hold the freehold interest in the 2<sup>nd</sup> Property.
- (D) The 1st Owner has submitted an application to the Borough Council under Section 73 of the 1990 Act bearing reference number IP/24/00562/VC to vary Condition 1 of Planning Permission Reference Number: IP/16/00763/FUL.
- (E) The parties have agreed to vary the Principal Agreement in the manner set out below.

## **NOW THIS DEED WITNESSES AS FOLLOWS:**

### **1 INTERPRETATION**

In this Deed unless the context otherwise requires the expressions contained herein shall have the same meaning as that ascribed to them in the Principal Agreement.

### **2 STATUTORY PROVISIONS**

This Deed is made pursuant to the provisions of Section 106A of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling legislation.

### **3 VARIATION TO THE PRINCIPAL AGREEMENT**

The Principal Agreement shall be varied as set out in the Schedule.

### **4 CONTINUING OBLIGATIONS**

It is hereby agreed between the parties hereto that subject to the variations set out or referred to in this Deed the Property shall remain subject to the covenants and undertakings contained in the Principal Agreement being planning obligations enforceable by the Borough Council and the County Council for the purposes of Section 106 of the 1990 Act.

### **5 LOCAL LAND CHARGES REGISTRATION**

This Deed shall be registered as a local land charge by the Borough Council under the Local Land Charges Act 1975.

### **6 COSTS**

The 1st Owner covenants with the Borough Council and the County Council that it will discharge the reasonable costs incurred by the Borough Council and the County Council in the preparation, negotiation, completion and registration of this Deed.

## 7 THIRD PARTY RIGHTS

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

## 8 JURISDICTION

The parties to this Deed submit to the exclusive jurisdiction of the courts of England and this Deed shall be construed in accordance with the laws of England.

Executed and delivered as a Deed by the parties hereto the day and year first before written.

Executed as a Deed by affixing the )  
Common Seal of **Ipswich Borough** )  
**Council** in the presence of: )

[Redacted Signature]

Authorised Officer



Executed as a Deed by affixing the )  
Common Seal of **Suffolk County** )  
**Council** in the presence of: )

[Redacted Signature]

Authorised Officer

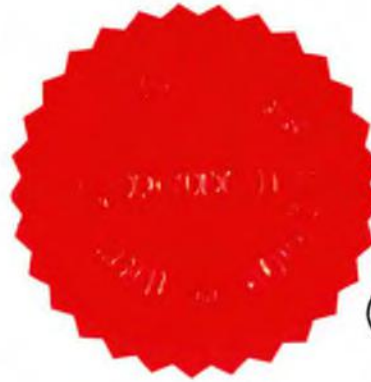


Executed as a Deed by affixing the )

Common seal of **ORWELL HOUSING** )

**ASSOCIATION LIMITED** in the )

presence of :



(016.25)

[Redacted signature]

Secretary/Director

[Redacted signature]

Board Member

Signed as a Deed by **Kenneth Shaun** )

**Trim** in the presence of: ) X

[Redacted signature]

Name of Witness

Address of Witness

Occupation

Signature

[Redacted witness information]

## THE SCHEDULE

- 1 The definition of "**the Application**" in Clause 1 of the Principal Agreement shall be amended by addition of the words "...together with the application pursuant to section 73 of the 1990 Act bearing reference number IP/24/00562/VC".
- 2 The definition of "**the Permission**" in Clause 1 of the Principal Agreement shall be amended by addition of the words "... together with any permission granted pursuant to the application under section 73 of the 1990 Act bearing reference number IP/24/00562/VC".