

DATED 24 JULY 2024

SUFFOLK COUNTY COUNCIL (1)

-and-

TAYLOR WIMPEY DEVELOPMENTS LIMITED (2)

-and-

TAYLOR WIMPEY UK LIMITED (3)

DEED OF VARIATION

Under Section 106 and Section 106A of the Town and Country
Planning Act 1990 and other powers in relation to land at **North And South OF Poplar
Lane Ipswich Suffolk**

Babergh District Council
Corks Lane
Hadleigh
Suffolk
IP7 6SJ

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Schedule 1: The variation

THIS DEED OF VARIATION is made the 24th day of JULY 2024

BETWEEN:

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House Russell Road Ipswich IP1 2BX ("County Council");
- (2) **TAYLOR WIMPEY DEVELOPMENTS LIMITED** (Company Number 00643420) of Gate House, Turnpike Road, High Wycombe HP12 3NR of the second part ("Taylor Wimpey Developments "); and
- (3) **TAYLOR WIMPEY UK LIMITED** (Co. Regn. No.1392762) of Gate House, Turnpike Road, High Wycombe HP12 3NR of the second part ("Taylor Wimpey UK")

jointly referred to as "the Parties".

RECITALS:

- A. Babergh District Council ("the Council") is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and by whom the obligations contained in the Original Agreement are enforceable.
- B. The County Council is the education authority, the local library authority, local highway authority (other than for trunk roads) and is also a local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and by whom the obligations contained in the Original Agreement and this deed are enforceable.
- C. On 24th August 2018 the Council and the County Council entered into the Original Agreement for planning obligations concerning the development of the Site. The Planning Permission was granted on 29th August 2018 and subsequently Reserved Matters Approval given.
- D. Taylor Wimpey Developments and Taylor Wimpey UK are bound as successors in title and ownership to the Site by the covenants and planning obligations contained in the Original Agreement.
- E. Taylor Wimpey UK has submitted a request to the Council for variation of the Original Agreement as set out below.

- F. The Parties enter into this Deed in order to secure the planning obligations applicable to the Planning Permission by varying the terms of the Original Agreement as set out in this Deed.
- G. This Deed is supplemental to the Original Agreement. Insofar as the provisions contained in the Deed do not constitute planning obligations for the purposes of the Act, this Deed is also entered into pursuant to the powers contained in Section 111 and Section 120 of the Local Government Act 1972 and Section 1 Localism Act 2011 and all other enabling powers.

NOW THIS DEED WITNESS as follows:

1. Definitions and interpretation

- 1.1 The following words and phrases shall unless the context otherwise requires bear the following meanings:

“Original Agreement” means the agreement pursuant to Section 106 of the 1990 Act between (1) the Council, (2) the County Council (3) Taylor Wimpey Developments (4) Taylor Wimpey UK and (5) Patrick Hunter-Jones and Timothy William Galloway dated 24th August 2018.

“Planning Permission” means a planning consent reference B/15/00993

“Reserved Matters Approval” means the decision notice granted by the Council given reference DC/20/01058 dated 10th July 2022

“Site” means land at London Road Ipswich as more particularly described in the First schedule part 1 to the Original Agreement.

2. Construction of this Deed

- 2.1 Words and expressions defined in the Original Agreement shall, unless the context or the express terms of this Deed otherwise require, bear the same meaning in this Deed.

- 2.2 The expression 'the Owner' includes any assignee successor in title to the Application Site or any part thereof or other party or body deriving title directly or indirectly from the Owner and "the Council" and the "County Council" shall include any statutory successor.
- 2.3 Any covenant by the Owner or the County Council not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.4 Any references to any particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.
- 2.5 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.6 Where reference is made to a clause, part, plan, paragraph, recital or schedule such reference (unless the context requires otherwise) is a reference to a clause, part, plan, paragraph, recital or schedule of or to this Deed.
- 2.7 In this Deed the singular includes the plural and vice versa and masculine includes the feminine and vice versa.

3. Entry into force

- 3.1 The provisions of this Deed shall come into full force and effect as from the date of this Deed.

4. Variation of the Agreement

- 4.1 The Parties agree that the Original Agreement is varied in the manner specified in Schedule 1.
- 4.2 The Original Agreement shall from the date of this Deed take effect and be read and construed as varied by Schedule 1 to this Deed.
- 4.3 The Parties confirm that the covenants, rights, obligations and conditions contained in the Original Agreement (save as varied by this Deed) shall continue in full force and effect.

5. General provisions

5.1 IT IS HEREBY AGREED AND DECLARED that:

- (a) the covenants on behalf of the Parties hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975; and
- (b) nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council and the County Council in the exercise by it of its statutory functions and the rights powers duties and obligations of the Council and the County Council under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.

6. Miscellaneous

6.1 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.

6.2 A person 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.

6.3 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.

7. Actions on completion

7.1 On completion of this Deed:

- (a) the Taylor Wimpey UK shall pay to the County Council the legal costs incurred in the negotiation, preparation and execution of this Deed; and
- (b) the County Council shall register this Deed in its Register of Local Land Charges.

SCHEDULE 1

The variation

1. In the Definitions at Clause 1.15 the words “£250,000 two hundred and fifty thousand pounds (two hundred and fifty thousand pounds)” shall be deleted and replaced with “£295,818.51 (two hundred and ninety-five thousand, eight hundred and eighteen pounds and fifty-one pence) CPI Indexed up to the Bus Service Provision Date”
2. In the Definitions a new Clause 1.16 shall be inserted and the clauses following renumbered accordingly:

“**Bus Service Provision Date**” means 2nd September 2024 or such later date as the County Council may agree to in writing
3. In the Definitions a new Clause 1.26 shall be inserted and the clauses following renumbered accordingly:

“**CPI Index**” means the Consumer Price Index or if the CPI Index shall cease to exist such other index the compilation of which as nearly as possible matches that of the CPI Index as approved by the District Council and County Council
4. In the Definitions a new Clause 1.27 shall be inserted and the clauses following renumbered accordingly:

“**CPI Indexed**” means increased by an amount equivalent to the increase of the CPI Index from the March 2024 until the date on which the relevant financial contribution is payable by the application of the formula $A = B \times C/D$ where

A is the sum actually payable on the Specified Date under this Agreement;

B is the original sum calculated as the sum payable;

C is the CPI Index for the month two months before the Specified Date;

D is the CPI Index for March 2024; and

C/D shall not be less than 1
5. In the Second Schedule Part 2 in each of Schedule Paragraphs 11.1, 11.3, and 11.4 the words “date of Occupation of the one hundredth (100th) Dwelling” shall be deleted and replaced with “Bus Service Provision Date”;
6. In the Second Schedule Part 2 in each of paragraph’s 11.2 and 11.5 the words “ninety nine (99)” shall be deleted and replaced with “two hundred and forty nine (249)”
7. In the Second Schedule Part 2 of paragraph 11.1.3 the words “fifty thousand pounds (£50,000)” shall be deleted and replaced with “a sum equal to one fifth of the Bus Service Bond Figure as at the Bus Service Provision Date”

8. In the Second Schedule Part 2 of paragraph 11.1.4 the words "two hundred and fifty thousand pounds (£250,000)" shall be deleted and replaced with "the Bus Service Bond Figure as at the date of the date of the Bus Service Provision Date"

IN WITNESS whereof the Parties have hereunto affixed their respective common seals the day and year first before written

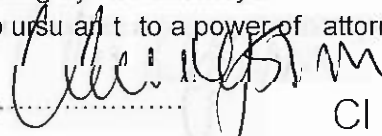
THE COMMON SEAL of)
SUFFOLK COUNTY COUNCIL)
was hereunto affixed in the presence of:)


Authorised Signatory



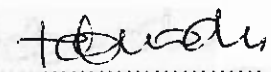

EXECUTED as a Deed by
TAYLOR WIMPEY DEVELOPMENTS LIMITED

acting by two attorneys
pursuant to a power of attorney dated 26th January 2024


..... Claire Leyshon
Attorney Attorney


..... Mark Kemp
Attorney

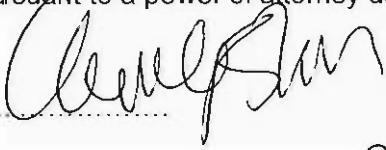
Both in the presence of:


.....
Witness Signature 

Witness Address:
EXECUTED as a Deed by
TAYLOR WIMPEY UK LIMITED
acting by two attorneys

Taylor Wimpey UK Limited
First Floor, Form 1
17 Bartley Wood Business Park
Bartley Way
Hook
Hampshire
RG27 9XA

pursuant to a power of attorney dated 26th January 2024



Attorney

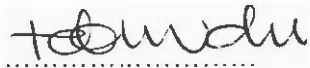
Claire Leyshon
Attorney



Attorney

Both in the presence of:

TOSIN DAWODU



Witness Signature

Witness Address:

Taylor Wimpey UK Limited
First Floor, Form 1
17 Bartley Wood Business Park
Bartley Way
Hook
Hampshire
RG27 9XA