

DATED

13 April

2022

SUFFOLK COUNTY COUNCIL (1)

-and-

(2) BELLWAY HOMES LIMITED

DEED OF VARIATION OF PLANNING OBLIGATION
UNDER SECTION 106 AND 106A
OF THE TOWN AND COUNTRY PLANNING
ACT 1990

relating to land at Old Norwich Road, Whitton

This Deed is dated

13 April

2022

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the County Council")
- (2) **BELLWAY HOMES LIMITED** (CRN: 0670176) of Woolsington House, Woolsington, Newcastle upon Tyne, NE13 8BF ("the Owner")

Together "the Parties"

INTRODUCTION

- (A) The County Council is a local planning authority for the purposes of the Act for the area in which the Land is located
- (B) The Owner is the freehold owner of that part of the Land which is now registered at the Land Registry with title absolute under title number SK406346
- (C) On 8 January 2019, Mid Suffolk District Council, Suffolk County Council, Ashfield Land Limited and Property Funding Solutions Limited entered into the Original Agreement
- (G) The Land is bound by the Original Agreement and it is agreed between the Parties to amend the Original Agreement as set out in the Schedule to this Deed insofar as it affects that part of the Land owned by the Owner and registered at the Land Registry under title number SK406346
- (H) The expressions in this Deed have the meanings ascribed to them in the Original Agreement save as expressly provided in this Deed

1. DEFINITIONS

- 1.1 In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990 (as amended)
"Original Agreement"	an agreement dated 8 January 2019 made under Section 106 of the Act between 1) Mid Suffolk District Council; 2) Suffolk County Council, 3) Ashfield Land Ltd, 4) Property Solutions Funding Ltd containing planning obligations and other provisions pursuant to

section 106 of the Act enforceable by the District Council and the County Council relating to planning application reference DC/17/1832

"Land"

the site shown edged red on the plan annexed to the Original Agreement and referred to as "the Property" in the Original Agreement

2. LEGAL BASIS

2.1 This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the District Council.

2.2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed.

3. COMMENCEMENT

This Deed shall take effect upon the date hereof.

4. VARIATION

4.1 With effect from the date of this Deed the Parties agree to vary the Original Agreement as set out in the Schedule to this Deed.

4.2 In all other respects the contents of the Original Agreement are confirmed and agreed and shall continue to bind the Land as varied by this Deed.

5. OTHER PROVISIONS

5.1 On completion the Owner will pay the Suffolk County Council's reasonable legal costs in connection with this Deed.

5.2 The Owner warrants that it has full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Land.

7. LOCAL LAND CHARGE

7.1 This Deed shall be registered as a local land charge.

**The Schedule
Variations**

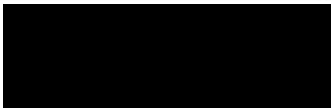
1. The Parties agree to vary the Original Agreement as follows:
 - 1.1. To delete Schedule 4 in its entirety from the Original Agreement
 - 1.2. The following new Schedule 4 shall be inserted into the Original Agreement to replace Schedule 4 that is being deleted and referred to in Clause 1.1 above

SCHEDULE4 TRAVEL PLAN	
1. DEFINITION	
"Travel Plan Contribution"	Seventy-three thousand, one hundred pounds (£73,100.00) BCIS Indexed
2. Travel Plan Contribution	
2.1	The Owner covenants to pay to the County Council the Travel Plan Contribution six months prior to first Occupation of any Dwellings
2.2	The Owner covenants not to permit or allow Occupation of any Dwellings unless and until the Travel Plan Contribution has been paid to the County Council

- 1.3. The following Travel Plan provisions contained in Schedule 6 of the Original Agreement shall be deleted in their entirety:
 - 1.3.1. Paragraph 4 (including all sub-paragraphs)
 - 1.3.2. Paragraph 5 (including all sub-paragraphs)
- 1.4. The following travel plan provision shall be inserted as Paragraph 4 of Schedule 6 of the Original Agreement:
 - 1.4.1. The County Council covenants to use the Travel Plan Contribution towards the cost of producing a travel plan for each Dwelling carrying out suitable surveys and monitoring the effectiveness of the travel plan measures on an annual basis

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

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

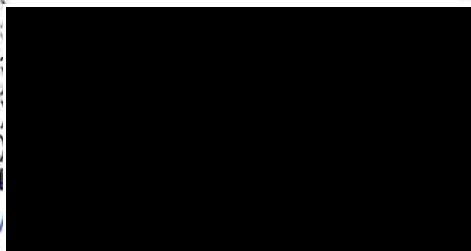


Authorised Signatory



EXECUTED by **BELLWAY HOMES LIMITED**

its attorney
acting by a director
in the presence of:



.....
Witness Signature:

Full Name:	Nigel Clasby
Address:	Group Head of Legal Bellway Homes Limited Woolsington House Woolsington
Witness Occupation:	Newcastle upon Tyne NE13 8BF