

Dated

19 June

2025

WEST SUFFOLK COUNCIL
and
SUFFOLK COUNTY COUNCIL
and
HELEN JOSEPHINE PELLY
and
REDROW HOMES LIMITED
and
HALLAM LAND MANAGEMENT LIMITED

Deed of Variation of a Section 106 Agreement dated 13 August 2018

relating to

land at Great Wisely Park Little Wrattling Suffolk



Redrow Homes Ltd

Legal Department

Redrow House

St David's Park

Flintshire

CH5 3RX

Ref: Eastern.AB.Great Wisely Park

THIS DEED IS DATED

19 June

2025

BETWEEN

- (1) **WEST SUFFOLK COUNCIL** of West Suffolk House Western Way Bury St Edmunds Suffolk IP33 3YU (formerly St Edmundsbury Borough Council) ("**the Council**")
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("**the County Council**")
- (3) **HELEN JOSEPHINE PELLY** of Great Wisely Farm Little Wratting Suffolk CB9 7TB ("**the First Owner**")
- (4) **REDROW HOMES LIMITED** (Company Registration number 1990710) of Redrow House, St David's Park, Ewloe, Flintshire CH5 3RX ("**the Second Owner**")
- (5) **HALLAM LAND MANAGEMENT LIMITED** (Company Registration number 02456711) whose registered office is at Isaacs Building, 4 Charles Street, Sheffield S1 2HS ("**the Promoter**")

(together "**the Parties**")

RECITALS

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed and the S106 Agreement are enforceable.
- (B) The County Council is the local highway authority (except for trunk roads), the local education authority, local library authority, waste authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed and the S106 Agreement are enforceable.
- (C) The First Owner is registered proprietor of part of the Site registered under Land Registry Title Numbers SK31515, SK117116, SK321438 and SK71279.
- (D) The Second Owner is the registered proprietor of part of the Site registered under Land Registry Title Number SK390097.
- (E) An agreement made pursuant to Section 106 of the Act was entered into between (1) St Edmundsbury Borough Council (2) Suffolk County Council (3) Helen Josephine Pelly and (4) Hallam Land Management Limited on 13 August 2018 in relation to the Development ("**the Section 106 Agreement**").
- (F) The Parties have agreed to vary the Section 106 Agreement on the terms set out in this Deed.
- (G) This Deed is entered into pursuant to sections 106 and 106A of the Act and is supplemental to the Section 106 Agreement.

- (H) The Promoter and the First Owner entered into a planning promotion agreement dated 22 July 2014 in relation to the planning promotion and future disposal of the parts of the Site owned by the First Owner.

IT IS HEREBY AGREED

1. Terms defined in the Section 106 Agreement

- 1.1 In this Deed, expressions defined in the Section 106 Agreement and used in this Deed have the meaning set out in the Section 106 Agreement. The rules of interpretation set out in the Section 106 Agreement apply to this Deed.
- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council and the County Council the successors to their respective statutory functions.
- 1.7 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Unless the context otherwise requires, references to clauses are to the clauses of this Deed.

2. Variation

The Parties agree to vary the Section 106 Agreement from the date of this Deed as follows:

- 2.1 Paragraphs 5.1 to 5.3 (inclusive) of Schedule 4 of the Section 106 Agreement shall be deleted in their entirety and a new paragraph 5.1 of Schedule 4 shall be inserted as follows:

"5.1 not to Occupy or permit or allow Occupation of more than two hundred and thirty (230) Dwellings unless and until the Highway Improvements have been completed"

2.2 The definition of "Commercial Unit" shall be deleted and replaced with the following:

"Commercial Unit" a unit or building to be constructed in pursuance to the Planning Permission being within use classes A1 A2 A3 A4 A5 B1 C2 D1 or D2 and/or the plot of land on which such unit or building is to be constructed"

2.3 The definition of "Dwelling" shall be deleted and replaced with the following:

"Dwelling" a dwelling (including a house flat or bungalow and including both Open Market Dwellings and Affordable Housing Units but for the avoidance of doubt not including any C2 use class buildings) to be constructed pursuant to the Planning Permission and "Dwelling" and "Dwellings" shall be construed accordingly PROVIDED THAT the references to "Dwelling" in paragraphs 1.1 – 1.31 in the Fourth Schedule shall exclude any Extra Care Accommodation constructed as part of the Development"

2.4 Clause 2.8.5 shall be deleted and replaced with the following:

"2.8.5 any owner, owner-occupier, lessee, mortgagee or chargee of a Commercial Unit (or anyone else with an interest in the Commercial Unit) and any successors in title to such persons".

3. Covenants to the Councils

3.1 The First Owner and the Second Owner covenant to the Council and the County Council to observe and perform the covenants, restrictions and obligations contained in the Section 106 Agreement as varied by this Deed.

3.2 The Second Owner covenants to the Council and the County Council to pay their respective legal fees reasonably incurred in the drafting and negotiation of this Deed on completion of this Deed.

4. Covenants to the First Owner and the Second Owner

The Council and the County Council covenant to the First Owner and the Second Owner to observe and perform the covenants, restrictions and obligations contained in the Section 106 Agreement as varied by this Deed.

5. Local Land Charge

This Deed shall be registered as a local land charge.

6. Third Party Rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

7. Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

9. Consent of Promoter

The Promoter acknowledges that the First Owner has entered into this Deed with its consent and that the Site is bound by the obligations contained in this Deed PROVIDED THAT the Promoter shall not be bound by any of the obligations unless and until it becomes a successor in title to the First Owner.

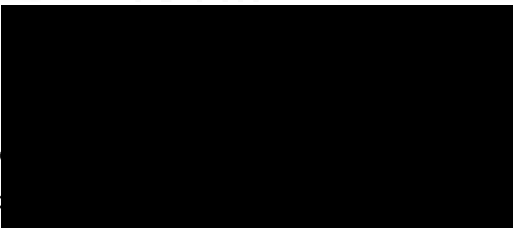
10. Statutory Basis

This Deed is made pursuant to Section 106 and 106A of the Act so as to vary the Section 106 Agreement in the manner set out in this Deed.

This agreement has been entered into as a deed on the date stated at the beginning of it.

THE COMMON SEAL of)
WEST SUFFOLK COUNCIL)
was hereunto affixed to this deed)
in the presence of:

Authorised Signatory :
Name of Authorised Signatory
Position of Authorised Signatory



176

THE COMMON SEAL OF
SUFFOLK COUNTY COUNCIL
was affixed in the presence of

[Redacted]

Authorised Officer

)
)
)
)



[Redacted]

EXECUTED as a DEED by
HELEN JOSEPHINE PELLY

[Redacted]

Signature of witness

[Redacted]

Helen Josephine Pelly

Name (in BLOCK CAPITALS):

[Redacted]

Address:

[Redacted]

EXECUTED as a DEED by

[Redacted]

as attorney for
REDROW HOMES LIMITED
in the presence of:-

[Redacted]

Attorney

[Redacted]

Signature of witness

Name (in BLOCK CAPITALS):

[Redacted]

Address:

Redrow Homes Ltd
Redrow House
2 Aurum Court, Sylvan Way
Southfields Business Park
Basildon, Essex, SS15 6TH

EXECUTED as a DEED by

[REDACTED]
as attorney for
REDROW HOMES LIMITED
in the presence of:-

[REDACTED]
Attorney

[REDACTED]
Signature of witness

Name (in BLOCK CAPITALS): [REDACTED]

Address:

Redrow Homes Ltd
Redrow House
2 Aurum Court, Sylvan Way
Southfields Business Park
Basildon, Essex, SS15 6TH

Signed as a DEED by [REDACTED]

as Attorney for **HALLAM LAND**)

MANAGEMENT LIMITED under a Power of)

Attorney dated 31.08.23)

in the presence of:)

[REDACTED]
Attorney

Witness:

Signature [REDACTED]

Name NICOLA WILSON

Address Isaacs Building
4 Charles Street
Sheffield

Occupation S1 2HS
LEGAL ASSISTANT