

DATED 13 February 2026

2025

| | |
|-----------------------------------|-----|
| MID SUFFOLK DISTRICT COUNCIL | (1) |
| SUFFOLK COUNTY COUNCIL | (2) |
| LAURENCE HOMES (EASTERN) LIMITED | (3) |
| CHILTON FIELDS STOWMARKET LIMITED | (4) |

**DEED OF VARIATION TO S106 AGREEMENT under
Section 106 and Section 106A of the Town and Country
Planning Act 1990**

Relating to Area J Chilton Hall, Chilton Way, Stowmarket, Suffolk

(Planning application reference: OL/100/01)

THIS DEED OF VARIATION is dated 13 February 2026

2025

BETWEEN:

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich Suffolk IP1 2BX ("**the District Council**"); and
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich Suffolk IP1 2BX ("**the County Council**"); and
- (3) **LAURENCE HOMES (EASTERN) LIMITED** (Company Registration No.1594866) whose registered office address is at 7 – 8 Britannia Business Park, Comet Way, Southend-on-Sea, Essex SS2 6GE ("**the Owner**"); and
- (4) **CHILTON FIELDS STOWMARKET LIMITED** (Company Registration No. 11855178) of 5 Brunel Business Court, Eastern Way, Bury St Edmunds IP32 7AJ ("**the Management Company**")

together referred to as 'the Parties'

INTRODUCTION

- (A) The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is the local highway authority (except for trunk roads) and is the local education authority for the purposes of the Act for the area in which the Land is situated.
- (C) The Owner is the freehold owner of part of the Site (as defined in the Original Agreement) which is registered at HM Land Registry under title number SK313855.
- (D) The Management Company is the freehold owner of part of the Site which is registered at HM Land Registry under title number SK416478.
- (E) On 1 June 2005, the District Council (1) the County Council (2) and the Owner (3) and National Westminster Bank PLC (4) entered into the Original Agreement" under planning application reference OL/100/01 ("**the Outline Permission**"), and the Site is bound by the Original Agreement.
- (F) On 31 January 2006, under reference 0189/06, the Owner submitted an application to the District Council for reserved matters approval for 39 dwellings in respect of siting, design appearance and means of access pursuant to the Outline Permission. The plans submitted with the reserved matters application showed that the Site would

have an area of open space amounting to 0.51 hectares and a structural tree planting belt of approximately 0.4 hectares.

- (G) On 8 December 2006, under reference 1969/06, condition 8 of the Outline Permission was varied.
- (H) On 5th October 2017, the Owner submitted a further application which the District Council gave reference DC/17/05065 for the erection of 8 bungalows and the construction of an associated road, car parking and open space to be constructed over part of the Site which included some of the open space area. The District Council granted this permission on 20th December 2017.
- (I) The Plan in the Original Agreement was not varied showing the extent of the open space following planning permission under reference DC/17/05065.
- (J) On 15 May 2025, under reference DC/25/02240, the Owner made an application to the District Council to vary the Plan in the Original Agreement showing the extent of the open space area, and the Parties agree to vary the terms of the Original Agreement as set out in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

1.1 Terms used in this Deed have the same meaning as given to them in the Original Agreement save as expressly amended herein

1.2 For the purposes of this Deed the following expressions shall have the following meanings:

“this Deed” means this Deed of Variation

“the Original Agreement” means the agreement dated 1 June 2005 pursuant to Section 106 of the 1990 Act in respect of the Site and made between the District Council (1) the County Council (2) the Owner (3) and National Westminster Bank PLC (4) entered into pursuant to the Outline Permission

2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 and 106A of the 1990 Act, the Local Government Act 1972 and the Localism Act 2011 and all other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed varying the obligations in respect of the Public Open Space are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the District Council as the local planning authority responsible for Public Open Space.
- 2.3 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed.
- 2.4 References to any statute include references to:
- 2.4.1 that statute as amended or re-enacted or as other statutes modify its application from time to time; and
- 2.4.2 any subordinate legislation made or to be made under that statute.
- 2.5 References to clauses or Schedules are references to clauses in or Schedules to this Deed.
- 2.6 References to the singular include the plural and vice versa.
- 2.7 Where a party includes more than one person any obligations of that party shall be joint and several.
- 2.8 The headings shall not affect the interpretation of this Deed.
- 2.9 If any provision in this Deed is held to be illegal, void, invalid or unenforceable for any reason the legality, enforceability of the remainder of this Deed shall not be affected.
- 2.10 No waiver (whether expressed or implied) by any of the parties of any breach or default in performing or observing any of the covenants terms or conditions of this Deed or the Original Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

- 2.11 The Parties hereto acknowledge and confirm that the planning obligations in the Original Agreement as modified hereby remain in compliance with Regulation 122 of the Community Infrastructure Levy Regulations 2010, as amended.
- 2.12 Nothing in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the District Council and County Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.
- 2.13 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the District Council and County Council the successors to their functions.
- 2.14 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed is intended to confer any benefit upon or create rights in favour of any party other than the Parties executing this Deed and their respective successors in title.
- 2.15 This Deed is a deed for the purposes of Sections 106 and 106A of the 1990 Act.

3. VARIATION OF ORIGINAL AGREEMENT

- 3.1 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.
- 3.2 In all other respects the contents including the definitions of the Original Agreement are confirmed and agreed and shall continue to bind the Site as varied by this Deed.

4. OWNER'S AND MANAGEMENT COMPANY COVENANTS

- 4.1 The Owner and Management Company covenant with the District Council to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as amended by this Deed.

5. OTHER PROVISIONS

- 5.1 The Owner and Management Company warrant that they have full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Site.
- 5.2 The Owner shall pay to the District Council on completion of this Deed the reasonable legal costs of the District Council incurred in the preparation and completion of this Deed.

5.3 The Owner covenants to pay to the County Council on completion of this Deed the proper and reasonable legal costs of the County Council incurred in the negotiation preparation and execution on or before completion of this Deed.

5.4 This Deed is a local land charge and upon completion shall be registered by the District Council as such.

6. JURISDICTION

6.1 This Deed is governed by and interpreted in accordance with the law of England.

7. DELIVERY

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

THE COMMON SEAL of)
MID SUFFOLK DISTRICT COUNCIL)
was hereunto affixed to this deed)



in the presence of:

Authorised Signatory

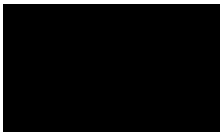
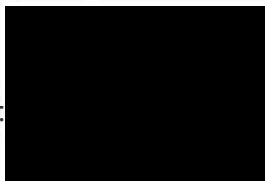
Name of Authorised Signatory: Samuel Auld

Position of Authorised Signatory:

70102



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



Authorised Signatory:

Name of Authorised Signatory: JONATHAN LOCKINGTON

Position of Authorised Signatory: LAWYER

Executed as a deed by LAURENCE)

HOMES (EASTERN) LIMITED acting by)

and [redacted] a Director)
its Secretary)

Director

Name JAM BAKER

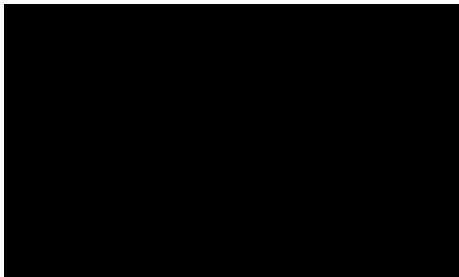
Secretary [redacted]

Name BARBY MCKEY

IN THE PRESENCE OF
SIGNATURE OF WITNESS
NAME (IN BLOCK CAPITALS)
ADDRESS



CAROLE COOPER



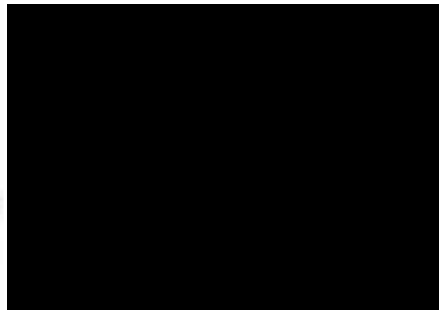
Executed as a deed by

CHILTON FIELDS STOWMARKET LIMITED

acting by

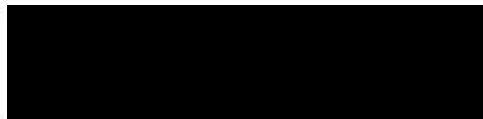
and

a Director
its Secreta

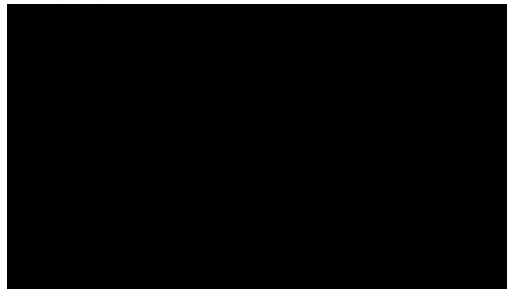


Name DANIEL WILSON

IN THE PRESENCE OF
SIGNATURE OF WITNESS
NAME , IN (BLOCK-CAPITALS)
ADDRESS



CAROLINE COOPER



SCHEDULE

1. The Parties agree to vary the Original Agreement as follows:

1.1 Clause 1 (the Interpretation clause) shall have the following amendments:

The definition of Plan shall be deleted and shall be replaced with the following wording:

“Plan” means the plan annexed at Annex 1 of this Deed bearing drawing number 17.037-CV-100 Rev E

The following new definitions shall be inserted:

“Management Company” means Chilton Fields Stowmarket Limited

“Open Space” means the area coloured green on the Plan

“Tree Planting Belt” means the area coloured brown on the Plan

1.2 Clauses 4.2 to 4.7 inclusive of the Original Agreement shall be deleted in its entirety and shall be replaced with the following:

4.2 The Tree Planting Belt provided on the Site by the Owner pursuant to the Original Agreement shall be retained as the Tree Planting Belt unless and until the District Council agree otherwise.

4.3 The Management Company shall manage the Open Space provided on Site in perpetuity and allow the public access to it at all times (save in cases of emergency).

ANNEX 1

Plan 17.037-CV-100 Rev E



STRUCTURAL PLANTING BELT

MANAGEMENT COMPANY OPEN SPACE

Notes
 No dimensions are to be scaled from this drawing.
 All written dimensions to be checked by the contractor and any discrepancies notified immediately to BDG Design.



70102



| Rev | Date | Description | By | chk'd |
|-----|----------|---|----|-------|
| E | 11.11.25 | REDLINE UPDATED TO SUIT CLIENT REQUEST | GB | GB |
| D | 04.06.25 | REDLINE UPDATED TO SUIT S106 DRAWING AND STRUCTURAL PLANTING BELT EXTENT AMENDED. | GB | GB |
| C | 25.03.25 | OPEN SPACE COLOURED GREEN. | GB | GB |
| B | 20.03.25 | REDLINE BOUNDARY UPDATED TO SUIT LAND REGISTRY PLAN | GB | GB |
| A | 14.03.25 | FIRST ISSUE | GB | GB |

CONVEYANCE

Architect



BDG Design (South) Ltd
 T: 01206 561436
 www.bdg-design.co.uk
 First Floor Southway House,
 29 Southway, Colchester,
 Essex, CO2 7BA

Client



LH LAURENCE HOMES

Project

AREA J STOWMARKET

| | |
|-------------|---------|
| Date: | Mar '25 |
| Scale @ A3: | 1:500 |
| Drawn by: | GB |
| Checked: | GB |
| BDG ref: | 17.037 |

Drawing Title

STRUCTURAL PLANTING BELT

No. 17.037-CV-100

Rev **E**