

DATED 5 February 202⁶

- (1) MID SUFFOLK DISTRICT COUNCIL
- (2) SUFFOLK COUNTY COUNCIL

DEED OF VARIATION
OF PLANNING AGREEMENT under
Section 106 and Section 106A of the Town and Country Planning Act 1990
relating to Land on the East side of The Street, Bramford, Ipswich, Suffolk
(Planning application reference: DC/18/00233)

Mid Suffolk District Council
Council Offices
Endeavour House
8 Russell Road
Ipswich IP1 2BX

THIS DEED OF VARIATION is made

5 February

2025⁶

BETWEEN

- (1) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the Owner"); and
- (2) **SUFFOK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("the Council").

(together "the Parties")

Whereas:

- A The 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, and can also enforce the planning obligations in this Deed.
- B The Owner is the freehold owner of the Land.
- C The Owner is also 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 if and when it parts with all interests in the Land.
- D The Land is bound by the Principal Deed.
- E On 9 December 2021, the Original Deed was varied by the First Deed of Variation.
- F The Owner has requested that the provisions in the Principal Deed in respect of the Land are further varied under application reference DC/24/00727, and the Parties have agreed that the Principal Deed shall be amended in respect of the Land as set out in the Schedule to this Deed.

Now it is agreed as follows:

1. DEFINITION AND INTERPRETATION

In this Deed, the following words and phrases have the following meanings unless the contrary intention appears:

- 1.1 "the Act" means the Town and Country Planning Act 1990 (as amended)

- 1.2 “this Deed” means this Deed of Variation
- 1.3 “the First Deed of Variation” means a deed of variation made between (1) Mid Suffolk District Council (2) Suffolk County Council and (3) Bellway Homes Limited dated 9 December 2021 in respect of the Original Deed
- 1.4 “the Land” means the part of the Site which is registered under Land Registry title number SK421240 comprising:
Plot 155 - 7 Heron View, Bramford, Ipswich, IP8 4FS,
Plot 156 - 9 Heron View, Bramford, Ipswich, IP8 4FS,
Plot 157 - 11 Heron View, Bramford, Ipswich, IP8 4FS,
and Plot 158 - 15 Heron View, Bramford, Ipswich, IP8 4FS,
as more particularly shown tinted red on the Plan
- 1.5 “Original Deed” means the agreement under Section 106 of the Act dated 8 July 2019 made between (1) Mid Suffolk District Council, (2) Suffolk County Council and (3) Cemex UK Operations Limited in respect of the Site
- 1.6 “Principal Deed” means the Original Deed as varied by the First Deed of Variation
- 1.7 “the Plan” means the drawing attached to this Deed

2. EFFECT OF THIS DEED

This Deed is made pursuant to Section 106 and 106A of the Act and as such varies the Principal Deed in so far as it relates to the Land in accordance with the Schedule to this Deed and is a planning obligation for the purposes of Section 106 of the Act in respect of the Land and is enforceable by the Council.

3. CONSTRUCTION

In this Deed, unless the contrary intention appears:

- 3.1. Words and expressions defined in the Principal Deed shall have the same meanings in this Deed save as otherwise provided for in this Deed.
- 3.2. References to any statute include references to:
 - 3.2.1. that statute as amended or re-enacted or as other statutes modify its application from time to time; and
 - 3.2.2. any subordinate legislation made or to be made under that statute.
- 3.3. References to clauses or Schedules are references to clauses in or Schedules to this Deed.
- 3.4. References to the singular include the plural and vice versa.
- 3.5. References to the Parties in this Deed shall include their successors in title or successors in function as appropriate.
- 3.6. Where a party includes more than one person any obligations of that party shall be joint and several.
- 3.7. The headings shall not affect the interpretation of this Deed.
- 3.8. 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.

4. VARIATIONS TO THE PRINCIPAL DEED

From and including the date of this Deed the Principal Deed shall be read and construed as varied by the provisions set out in the Schedule.

5. MISCELLANEOUS

- 5.1. The Principal Deed shall remain in full force and effect save as varied by this Deed.
- 5.2. This Deed is a Local Land Charge and the Council shall register it in its Register of Local Land Charges in accordance with the provisions of the Local Land Charges Act 1975 and Section 106(11) of the Act as amended.
- 5.3. The Owner covenants to pay to the Council on completion of this Deed the proper and reasonable legal costs of the Council incurred in the negotiation preparation and execution and completion of this Deed.

5.4. The Owner covenants to indemnify the Council for any expenses or liability arising to Council in respect of breach by the Owner of any obligation contained herein and in the undertaking of enforcement against such breach save to the extent that any act or omission of Council its employees or agents has caused or contributed to such expenses or liability.

5.5. This Deed is governed by and interpreted in accordance with the laws of England.

5.6. The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to this Deed.

5.7. This Deed does not release any party to it from any breaches of the Principal Deed existing at the date of this Deed save where variations contained in this Deed remove the obligation of which the party is in breach from the date of this Deed.

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: [Redacted]

Name of Authorised Signatory: NIGEL JULIEN

Position of Authorised Signatory: [Redacted]

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



[Redacted]

in the presence of: JONATHAN LOCKINGTON)

Authorised Signatory: [REDACTED]

Name of Authorised Signatory: ✓ JONATHAN LOCKINGTON

Position of Authorised Signatory: LAWYER

Schedule

The Parties agree to vary the Principal Deed as follows:

1. At Clause 1 Definitions, the definition of "Affordable Housing" shall be DELETED and REPLACED with the following:

"has the meaning given to it in Annex 2 of the National Planning Policy Framework published in December 2024 (as may be amended from time to time or such other national policy that may from time to time replace or update this framework) or any successor policy thereto issued by HM Government"

2. "Shared Ownership Lease" shall be DELETED and REPLACED with the following:

"means a lease in a form approved by HE or where there is no such lease in a form approved by the Council to provide:

- (a) *not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be sold to the purchaser on the first sale of a Shared Ownership Dwelling;*
- (b) *an option for the purchaser to increase their ownership up to 100% by acquiring additional tranches of equity in the Shared Ownership Dwelling after the date of purchase if they so wish;*

(c) *an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases in compliance with the requirements from time to time of HE, which at present is Consumer Price Index (CPI) plus 1%.*

3. At Clause 1 Definitions, the following definition shall be inserted:

“Temporary Rented Units” means four (4) Dwellings to be let as low cost rental accommodation for the purpose of housing Ukrainian refugees, for a maximum period of up to three (3) years from the date of first Occupation, subject to the provisions in the Second Schedule”

4. Paragraph 1.7 in the Second Schedule shall be DELETED and REPLACED with the following:

“1.7 The Affordable Housing Units shall be Occupied for no other purpose than as Affordable Housing except:

1.7.1 where provided otherwise in paragraphs 1.8 and 1.9 below; and

1.7.2 where used as Temporary Rented Units provided that Affordable Rent Dwellings shall only be Occupied as Affordable Rent.”

5. A new Paragraph 1.14 shall be ADDED to Part 2 of the Second Schedule as follows:

“Upon the expiry of a maximum period of three (3) years and vacant possession of any Temporary Rented Unit, that Dwelling shall automatically revert to a Shared Ownership Dwelling.”

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