

DATED

27th October

2025

EAST SUFFOLK COUNCIL

(1)

SUFFOLK COUNTY COUNCIL

(2)

BLOOR HOMES LIMITED

(3)

**Planning Obligation by Deed of Agreement under
Sections 106 and 106A of the Town and Country
Planning Act 1990 (as amended)**

**Relating to Land
North of Walton High Street Felixstowe Suffolk
(application reference DC/24/2067/VOC)**

THIS AGREEMENT IS MADE this

27th DATE

day of October 2025

BETWEEN:

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Riduna Park, Station Road, Melton IP12 1RT ("the **Council**");
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("the **County Council**")
- (3) **BLOOR HOMES LIMITED** (company registration number 02162561) of Ashby Road Measham Swadlincote Derbyshire DE12 7JP ("the **Owner**")

Together "the Parties"

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the local highway authority (except for trunk roads) and the local education authority and is also a local planning authority for the purposes of the Act for the area in which the Site is situated.
- (C) The Owner is the current freehold owner of the Site which is registered at Land Registry under title numbers SK405324.
- (D) On the 8 August 2018 The Master Fellows and Scholars of the College of the Holly and Undivided Trinity within the Town and University of Cambridge of King Henry the Eighth's Foundation, Suffolk Coastal District Council (now known as the Council) and the County Council entered the Original S106 Agreement under the 1990 Act in relation to the Site and in respect of the Original Planning Permission.
- (E) On 9 August 2018 the Council granted the Original Planning Permission for the Site to the Owner following the completion of the Original Section 106 Agreement.
- (F) The Parties have agreed to enter into this Deed in order to vary the terms of the Original Agreement following the submission of the Variation of Condition Application as hereinafter appears and to secure the planning obligations contained.
- (G) The Council and the County Council are satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in the Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. **DEFINITIONS**

In this Deed the definitions contained within the Original Section 106 Agreement shall continue to apply unless the context otherwise requires and in addition the following definitions shall have the following meanings:

- | | |
|---|---|
| “1990 Act” | means the Town and Country Planning Act 1990 (as amended); |
| “Original Section 106 Agreement” | means the legal agreement containing planning obligations made pursuant to Section 106 of the 1990 Act in relation to the Original Planning Permission and entered into by the Council (1) the County Council (2) The Master Fellows and Scholars of the College of the Holly and Undivided Trinity within the Town and University of Cambridge of King Henry the Eighth’s Foundation and dated 8 August 2018; |
| “Original Planning Permission” | means the planning permission granted by the Council on 9 August 2018 pursuant to application reference DC/16/2778/OUT for the Site; and |
| “Variation of Condition Application” | Means the application submitted to the Council for Variation of Condition 1 of DC/24/1230/VOC (amended scheme to that approved under Outline DC/16/2778/OUT, (as varied under DC/24/1230/VOC)) and Conditions 1, 2, 3, 5, 6, 7, 8, 11, 12, 39 of DC/21/1322/ARM to amend approved plans - (revisions to design and layout of 12no. dwellings previously approved and additional 3no. dwellings proposed) and allocated reference number DC/24/2067/VOC. |

2. **CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council their respective successor or successor in title to their relevant statutory functions.
- 2.7 The headings are for reference only and shall not affect construction.

3. **LEGAL BASIS**

- 3.1 This agreement is a Deed made pursuant to sections 106 and 106A(1) of the 1990 Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other enabling powers;
- 3.2 This Deed incorporates the terms of the Original Section 106 Agreement.

4. **MODIFICATIONS**

- 4.1 It is agreed that this Deed shall take effect from the date hereof and that the Original Section 106 Agreement shall be modified as set out in Schedule 2 of this Deed
- 4.2 In all other respects the contents of the Original Section 106 Agreement shall continue to bind the Site save as expressly varied by this Deed.

5. **COSTS**

- 5.1 The Owner shall pay to the Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.
- 5.2 The Owner shall pay to the County Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.

6. **MISCELLANEOUS**

6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.2 This Deed shall be registrable as a local land charge by the Council.

7. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

8. **DELIVERY**

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 instrument as a Deed in the manner appearing hereafter but not delivered until the day and year first before written

The Common Seal of **EAST**)
SUFFOLK COUNCIL)
was hereunto affixed in the
presence of:



Authorised Signatory



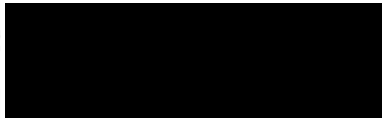
The Common Seal of)
SUFFOLK COUNTY)
COUNCIL)
was hereunto affixed in the)
presence of:



Authorised Signatory



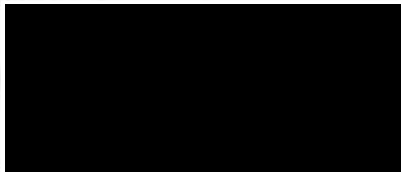
EXECUTED as a Deed by)
Bloor Homes Limited)
acting by its attorneys)



Anthony Lowe
Authorised Signatory

Attorney

Attorney



RESIGNED SIGNATORY
D GADD

SCHEDULE 1

Details of the Owner's Title and description of the Site

Freehold land at land north of Walton High Street, Felixstowe within registered title number SK405324 forming part of the land shown edged red for identification only on the Plan attached to the Original S106 Agreement

SCHEDULE 2

Variation to the Original Agreement:--

THIRD SCHEDULE – THE OWNER COVENANTS WITH THE COUNCIL

Insert a new definition of Affordable Housing Contribution in the Third Schedule Part 1 – Affordable Housing

“Affordable Housing Contribution“	means the sum of £53,200 (pounds) Index Linked to be paid as a contribution of 0.56 of an Affordable Dwelling to be used towards the provision of affordable housing (which shall have the same meaning as in Annex 2 of the National Planning Policy Framework 2024) for eligible households whose needs are not met by the market through the acquisition of land or the construction or development of new properties or the purchase or refurbishment of existing market properties in East Suffolk;
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Clauses

Insert a new paragraph 2.11 to Part 1 – Affordable Housing of the Third Schedule

2.11 The Owner covenants that no more than 75% of the Dwellings shall be Occupied until the Affordable Housing Contribution has been paid to the Council.

A new Part 3– Habitat Mitigation Contribution shall be added to the Third Schedule following paragraph 3 of Part 2 of the Third Schedule.

Insert a new definition of:

“Habitat Mitigation Contribution“

means a contribution of ~~£426.81~~ ^{£437.70} (Four Hundred and ~~Twenty Six~~ ^{fifty Seven} Pounds and ~~Eighty One~~ ^{Seventy} Pence) Index Linked payable to the Council in accordance with this Part 3 Third Schedule towards the cost of mitigating the impact of additional visitors upon European

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(Four Hundred and ~~Twenty Six~~ ^{Thirty Seven} Pounds and ~~Eighty One Pence~~ ^{Seventy pence})

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“Habitat Mitigation Contribution“

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 (Four Hundred and ~~Twenty Six~~ ^{Seventy} Thirty Seven Pounds and ~~Eighty One~~ ^{Seventy} Pence)
 Index Linked payable to the Council in accordance with this Part 3 Third Schedule towards the cost of mitigating the impact of additional visitors upon European

Protected Sites as a result of the Development pursuant to Council's Local Plan Policies and the Appropriate Assessments of the Local Plans, and the Recreational Disturbance Avoidance and Mitigation Strategy Supplementary Planning Document;

Insert a new paragraph 4 to Part 3 as follows:

Habitat Mitigation Contribution

3. The Owner covenants to pay the Habitat Mitigation Contribution to the Council prior to Commencement of Development of the Dwellings proposed under the Variation of Condition Application

FOURTH SCHEDULE – THE OWNER COVENANTS WITH THE COUNTY COUNCIL

Primary School

Delete clauses 2.20 and 2.21 of the Original Agreement in their entirety and insert two new clauses 2.20 and 2.21 as below:-

2.20 The Owner covenants with the County Council to pay the third and final instalment of the Primary School Contribution in the sum of £162,554.00 (one hundred and sixty-two thousand five hundred and fifty-four pounds) Index Linked prior to the three hundred and sixtieth (360th) Dwelling.

2.21 The Owner hereby covenants not to Occupy or permit or allow the Occupation of three hundred and sixty (360) Dwellings unless and until the third instalment of the Primary School Contribution in the sum of £162,554 (one hundred and sixty-two thousand five hundred and fifty-four pounds) Index Linked has been paid in full to the County Council.

Insert a new clause 2.22

2.22 In the event that the Development is not or does not result in the Practical Completion of three hundred and sixty-nine (369) Dwellings the Owner shall pay the third and final instalment of the Primary School Contribution prior to the Occupation of the final Dwelling to be Occupied; where the final instalment of the Primary School Contribution shall be reduced by £1,354.61 (one thousand three hundred and fifty-four pounds and sixty-one pence) per Dwelling which is not to be Practically Completed pursuant to the Development.