

DATE

6<sup>th</sup> May

2025

(1) WEST SUFFOLK COUNCIL

(2) SUFFOLK COUNTY COUNCIL

(3) MAJOR THE HONOURABLE JAMES HENRY AILWYN BROUGHTON

(4) BERKELEY COMMUNITY VILLAGES LIMITED

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**Planning Obligation by Deed of Variation under Section 106  
of the Town and Country Planning Act 1990**

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relating to

**Land At North East Bury St Edmunds Bury Road  
Gt Barton Bury St Edmunds Suffolk**

West Suffolk Council  
West Suffolk House  
Western Way  
Bury St. Edmunds  
Suffolk

THIS DEED OF VARIATION is made the day of 6<sup>th</sup> May 2025

**PARTIES:**

- (1) **WEST SUFFOLK COUNCIL** of West Suffolk House Western Way Bury St. Edmunds Suffolk IP33 3YU (hereinafter called the "**Council**").
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (hereinafter called the "**County Council**").
- (3) **MAJOR THE HONOURABLE JAMES HENRY AILWYN BROUGHTON** of Manor House, Church Road, Great Barton, Bury St. Edmunds IP31 2QR (hereinafter called the "**Owner**").
- (4) **BERKELEY COMMUNITY VILLAGES LIMITED** (Company number 04552410) of Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG (hereinafter called the "**Developer**").

**RECITALS**

- A The Council is a local planning authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area in which the Site 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) the local education authority the local library authority the local waste disposal 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 are enforceable.
- C The Owner is the freehold owner of the Site which is registered at the Land Registry under title numbers SK432195 and SK391606.
- D The Developer has the benefit of an option agreement relating to the parts of the Site owned by the Owner (and other land), dated 10 July 2012.
- E On the 7 October 2022 a deed pursuant to Section 106 of the Act was entered into by (1) West Suffolk Council (2) Suffolk County Council (3) Major The Honourable James Henry Ailwyn Broughton (4) Lloyds Bank Pic and (5) Berkeley Community Villages Limited (hereinafter called the "**Principal Deed**") in order to secure the grant of planning permission reference DC/19/2456/HYB.

F The Developer has subsequently submitted a request to vary the Principal Deed and the Council and County Council have agreed to the requested changes.

G Without prejudice to the terms of the other covenants contained in the Principal Deed the Parties hereto agree to vary the Principal Deed on such terms as set out herein.

## **1. DEFINITIONS**

1.1 For the purposes of this Deed the words and expressions defined in the Recitals shall have the meanings given to them respectively by the Recitals.

## **2. INTERPRETATION**

2.1 Words and expressions defined in the Principal Deed shall have the same meanings in this Deed except to the extent that they are expressly varied by this Deed.

2.2 Any reference to the "Parties" is a reference to the parties to this Deed.

2.3 The Parties do not intend that any of this Deed's terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **3. VARIATIONS TO THE PRINCIPAL DEED**

3.1 The Parties agree that the Principal Deed shall be varied as set out in this clause but otherwise the Principal Deed shall remain in full force and effect.

3.2 Within the recitals of the Principal Deed at recital B, the words "title number SK48633" shall be deleted and replaced with the following:

"title number SK348633."

3.3 The definition for "County Council's Monitoring Fee" shall be amended to read as follows:

"means the sum of five thousand five hundred and nineteen pounds (£5,519)."

3.4 Within the agreed terms of the Principal Deed at the Third Schedule paragraphs 9.1 and 9.2 shall be deleted and replaced with the following new paragraphs to be inserted as follows:

9.1	To pay to the County Council the Temporary Classroom Contribution prior to first Occupation of any Dwelling
9.2	Not to Occupy or permit Occupation of any Dwelling until the Temporary Classroom Contribution has been paid to the County Council

#### **4. EFFECTIVE DATE**

- 4.1 The amendments to the Principal Deed made by this Deed shall come into effect on the date of this Deed.

#### **5. CONTINUATION OF THE PRINCIPAL DEED**

- 5.1 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.

#### **6. AGREEMENTS AND DECLARATIONS**

- 6.1 This Deed is made pursuant to sections 106 and 106A of the Act section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers.
- 6.2 The covenants restrictions and requirements imposed by this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council and the County Council as the local planning authorities against the Owner and their successors in title.
- 6.3 This Deed will be registered as a local land charge by the Council.
- 6.4 No person or body will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Deed occurring before that date.

#### **7. MISCELLANEOUS**

- 7.1 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.2 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions functions powers duties and obligations of the Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities.

**8. LEGAL FEES**

8.1 The Developer shall pay the reasonable legal costs of the Council and the reasonable legal costs of the County Council on completion of this Deed incurred in the negotiation preparation and execution of this Deed.

**9. JURISDICTION**

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

**10. DELIVERY**

10.1 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.

**11. EXECUTION**

11.1 The Parties have executed this Deed as a deed and it is delivered on the date set out in this Deed.

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THE COMMON SEAL of )

**WEST SUFFOLK COUNCIL** )

was hereunto affixed to this deed )

in the presence of: )

Authorised Signatory [Redacted] .....

Name of Authorised S [Redacted] .....

Position of Authorised [Redacted] .....

69721



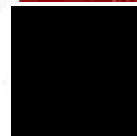
THE COMMON SEAL of

**SUFFOLK COUNTY COUNCIL**

was affixed in the presence of:



Authorised Officer



SIGNED AS A DEED by

**MAJOR THE HONOURABLE  
JAMES HENRY AILWYN  
BROUGHTON**



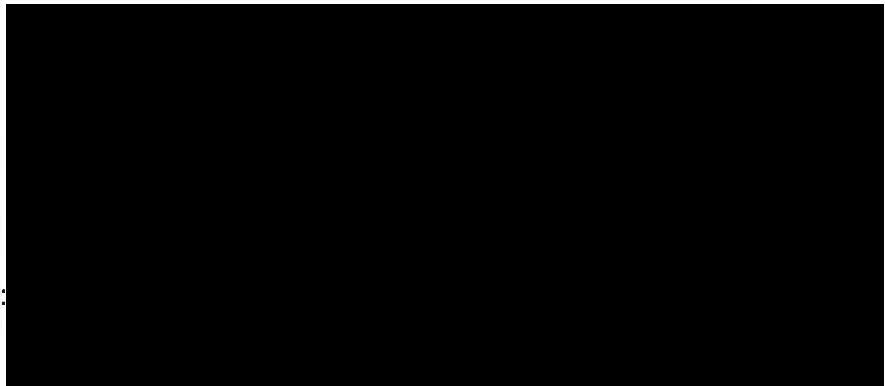
In the Presence of:

Witness signature

Name of witness:

Address of witness:

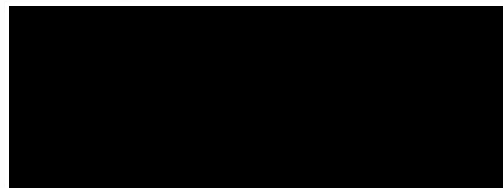
Occupation of witness:



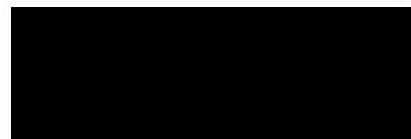
EXECUTED AS A DEED by

**BERKELEY COMMUNITY  
VILLAGES LIMITED**

acting by:



Director



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Director