

Dated

14 August

2025

(1) WEST SUFFOLK COUNCIL

-and-

(2) SUFFOLK COUNTY COUNCIL

-and-

(3) GEORGE FREDERICK GOUGH GITTUS, DAVID CHARLES WILLIAM UNWIN,
IAN MIGHELL MONKS

-and-

(4) GEO E GITTUS & SONS LIMITED

-and-

(5) BARCLAYS SECURITY TRUSTEE LIMITED

**PLANNING OBLIGATION UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land off Newmarket Road Great Saxham Suffolk
and to land at Symonds Farm Newmarket Road Risby

THIS DEED is dated

14 August

2025

PARTIES:

- (1) WEST SUFFOLK COUNCIL West Suffolk House Western Way Bury St Edmunds Suffolk IP33 3YU (referred to as **"the Council"**)
- (2) SUFFOLK COUNTY COUNCIL Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX (referred to as **"the County Council"**)
- (3) GEORGE FREDERICK GOUGH GITTUS of Windsor Road House Honey Hill Little Saxham Bury St. Edmunds IP29 5LA and DAVID CHARLES WILLIAM UNWIN of 89 St. Philips Road Newmarket CB8 0ES and IAN MIGHELL MONKS of Broad Grange High Street Brinkley Newmarket CB8 0SF (referred to as **"the First Owners"**)
- (4) GEO E GITTUS & SONS LIMITED (Company Registration Number 00599373) of Windsor Wood House Little Saxham Bury St. Edmunds (referred to as **"the Second Owner"**)
- (5) BARCLAYS SECURITY TRUSTEE LIMITED (Company Registration Number 10825314) of 1 Churchill Place London E14 5HP (referred to as **"the Mortgagee"**)

together referred to as **'the Parties'**

INTRODUCTION

- (A) The Council is the local planning authority for the area within which the Site is situated
- (B) The County Council is a local planning authority and the local highway authority for the area within which the Site is situated
- (C) The First Owners are the freehold owners of part of the Development Site and the Mitigation Land with registered title number SK243847 and SK218291 at the Land Registry
- (D) The Second Owner is the freehold owner of part of the Development Site with registered title number SK246301 at the Land Registry
- (E) The Mortgagee has a charge over the land with registered title numbers

SK246301, SK218291 and SK243847 at the Land Registry

- (F) The Planning Application made to the Council was refused and that refusal is now the subject of the Appeal to be determined by the Planning Inspector in their Decision Letter
- (G) In order to satisfy the tests in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 the Council and County Council are satisfied that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and fairly and reasonably related in scale and kind to the Development
- (H) The Owners have agreed to enter into this Deed with the intention that the obligations contained in this Deed may in the event that the Planning Permission is granted be enforced by the Council and County Council against the Owners and their successors in title

DEFINITIONS

In this Deed the following expressions have the following meanings:

“Act”	The Town and Country Planning Act 1990
“Appeal”	The appeal made to the Planning Inspector against the refusal of the Permission by the Council to be determined at a Hearing by the resulting Decision Letter of the Planning Inspector and given reference APP/F3545/W/25/3361490
“BCIS Index”	Means the All In Tender Price Index published by the Building Cost Information Service or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties hereto
“BCIS Indexed”	Means the increase in the sum referred to in the Third Schedule by an amount equivalent to the increase in the BCIS Index to be calculated in accordance with Clause 10 of this Deed
“Commencement”	The date on which a material operation as defined in Section 56(4) of the Act is first carried out except

operations consisting of:

site clearance

demolition/and enabling works

archaeological investigations

digging of a trench/trenches which is to contain foundations

ground surveys

removal of contamination

laying of any underground pipes

erection of temporary fences temporary display of site notices and/or advertisements

and 'Commence' and 'Commenced' will be construed accordingly

"Completion of Development"

The date that the Development is first Occupied

"Cycle Scheme"

A scheme substantially in accordance with that described in Paragraph 1.1 of the Sixth Schedule and shown indicatively on the Cycle Routes Plans appended to this Deed at Appendix 1

"Decision Letter"

The formal decision issued by the Planning Inspector pursuant to the Appeal

"Development"

The Development of the Development Site in accordance with the Permission

"Development Site"

The area as shown edged red in the plan marked "Development Site Plan" in the First Schedule of this Deed

"Mitigation Land"

The area as shown edged red in the plan marked "Mitigation Land Plan" in the Fourth Schedule of this Deed

"Mitigation Period"

Means the time period as defined within the Skylark Mitigation Strategy (but will not be more than ten (10) years from Commencement

"Nominated Officer"	The planning obligations officer or other officer of the Council notified to the Owners
"Occupation"	Occupation of the Development Site or any part of it for any purpose authorised by the Permission but excluding occupation for the purposes of: construction internal and external refurbishment decoration fitting-out marketing security operations and 'Occupy' and 'Occupied' will be construed accordingly
"Off_Site Enhancements Contribution"	Means seven hundred and fifty thousand pounds (£750,000.00) BCIS Indexed
"Owners"	Means the First Owners and Second Owner together
"Permission"	The full planning permission to be granted pursuant to the Appeal for new steel storage, processing and distribution facility (use class B2) and associated development including highway and drainage infrastructure parking, fencing and landscaping or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development
"Planning Application"	The application for full planning permission refused by the Council under reference DC/23/0657/FUL
"Planning Inspector"	The planning inspector appointed by the Planning Inspectorate to determine this Appeal

“RPI Index”	the “All Items” index figure of the Index of Retail Prices published by the Office for National Statistics from time to time or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be reasonably agreed between the Parties
“RPI Indexed”	the increase in any sum referred to in the Third Schedule (other than those referred to as BCIS Indexed) by an amount equivalent to the increase in the RPI Index to be calculated in accordance with Clause 10 of this Deed
“Skylark Breeding Season”	Means between March and August in each calendar year
“Skylark Mitigation Strategy”	Means the bird mitigation strategy to be submitted to and approved by the Council pursuant to a discharge of planning condition attached to the Permission and any revision thereof approved by the Council
“Skylark Plots”	Means the plots to be provided in accordance with the Skylark Mitigation Strategy
“Travel Plan”	the travel plan submitted and approved in accordance with related condition of the Permission
“Travel Plan Monitoring and Evaluation Contribution”	one thousand two hundred pounds (£1,200.00) RPI Indexed (per annum)
“Triggers”	Means the date of Commencement and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money or linked to the prohibition of a specified action
“Working Days”	Means Monday to Friday (inclusive) except Good Friday Christmas Day and public or bank holidays from time to time in England

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council and the County Council
- 2.2 Covenants given by more than one party can be enforced against them individually or jointly
- 2.3 A reference to an act of Parliament includes any later modification or re-enactment including any statutory instruments made under that act and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 This Deed is governed by and interpreted in accordance with the law of England

3. COVENANTS

- 3.1 The Owners covenant with the Council and the County Council so as to bind himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed
- 3.2 The Council and the County Council covenant with the Owners to comply with their obligations contained in this Deed

4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Development Site or the Mitigation Land or that part of the Development Site or Mitigation Land in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)

- 4.2 The Owners confirm that they are the Owners of their relevant parts of the Development Site and Mitigation Land with full power to enter into this Deed and that there is no person or body (other than the Mortgagee) whose consent is necessary to make this Deed binding on all interests in the Development Site
- 4.3 The restrictions and requirements contained in this Deed shall not be enforceable against:
- 4.3.1 any statutory undertaker or other person who acquires any part of the Development Site or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the Development of the Development Site
- 4.3.2 any person after they have parted with their respective interest in the Development Site and Mitigation Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 4.4 On completion of this Deed the Owners will pay the Council's and the County Council's reasonable and proper legal costs in connection with reviewing this Deed
- 4.5 The Owners will within 10 Working Days of the date of the Permission being granted pay both the Councils s106 monitoring & reporting fee (£587.00) and pay the County Councils s106 monitoring & reporting fee (£ 1038.00)
- 4.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.7 If any provision of this Deed is held to be invalid illegal or unenforceable it will not affect the remaining provisions
- 4.8 No waiver express or implied by the Council or County Council constitutes a continuing waiver nor prevents the Council or the County Council from enforcing any of the provisions in this Deed
- 4.9 This Deed shall be registered as a local land charge by the Council

4.10 Where an approval consent or expression of satisfaction or a subsequent deed is required by the Owners from either the Council or County Council under the terms of this Deed such approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such consent approval or expression of satisfaction shall be given on behalf of the Council by the Director of Growth or officer acting under his/her hand and on behalf of the County Council by the Executive Director of Growth Highways and Infrastructure or duly appointed successor or officer acting under his/her hand

4.11 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed and at the written request of the Owners, to provide written confirmation of the discharge of the obligations in this Deed in favour of the Council.

5. DISPUTES

5.1 If any dispute is not resolved between the Parties any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding

5.2 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

6. INTEREST AND VAT

6.1 If any payment due to the Council or the County Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time

6.2 All payments under this Deed are exclusive of value added tax (VAT)

7. NOTIFICATIONS

7.1 Save for the written confirmation referred to in the definition of Permission which shall be deemed as given on the issue of the decision notice any notice or

written communication given under this Deed is validly given if hand delivered or sent by first class or recorded post to the address set out at the beginning of this Deed unless written notification of another address or method has been received

- 7.2 The Owners will notify the Nominated Officer and the County Council in writing of the anticipated Triggers twenty days in advance of each anticipated date and the actual Triggers within twenty days of each actual date
- 7.3 If the Owners dispose of their interest in all or part of the Development Site and the Mitigation Land they will notify the Nominated Officer and the County Council within twenty days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

8. MORTGAGEE CONSENT

The Mortgagee consents to this Deed so that its interest in the Development Site is bound by the obligations contained in this Deed and agrees that its security over the Development Site takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Development Site and for the avoidance of doubt any person acquiring title to all or part of the Development Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed.

9. REGULATION 122

If a planning Inspector in the Decision Letter on the Appeal concludes that any of the planning obligations set out in this Deed are incompatible with any one of the tests for planning obligations set out at Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended) and accordingly attaches no weight to those obligation(s) in determining such Appeal then those relevant obligation(s) shall from the date of such decision letter cease to have effect and the Owners shall be under no obligation to comply with those specific obligations

10. INDEXATION

All sums referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the BCIS Index or RPI Index (as the context dictates and unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula

$$A \times \frac{B}{C} = D \text{ where:}$$

- 10.1 A is the sum payable under this Deed
- 10.2 B is the figure shown in the relevant Index for the month last published prior to the date the payment is made under this Deed
- 10.3 C is the figure shown in the relevant Index for the month immediately prior to the date of this Deed
- 10.4 D is the recalculated sum payable

11. CONDITIONALITY

- 11.1 This Deed shall come into effect upon the later of:

- 11.1.1 the grant of the Planning Permission
- 11.1.2 the Commencement of the Development

SAVE FOR the provisions of this clause and clauses 2 and 3 and 4 and 9 and 12 and the Second Schedule 1.1 and the Third Schedule 1.1 and the Fifth Schedule 1.1 which shall all come into effect immediately upon completion of this Deed

- 11.2 FOR THE AVOIDANCE OF DOUBT none of the planning obligations in this Deed (with the exception of clause 4.4 in respect of payment of the Council's and the County Council's costs in respect of the preparation of this Deed) will be binding if the Planning Inspector dismisses the Appeal such that the Planning Permission is not granted

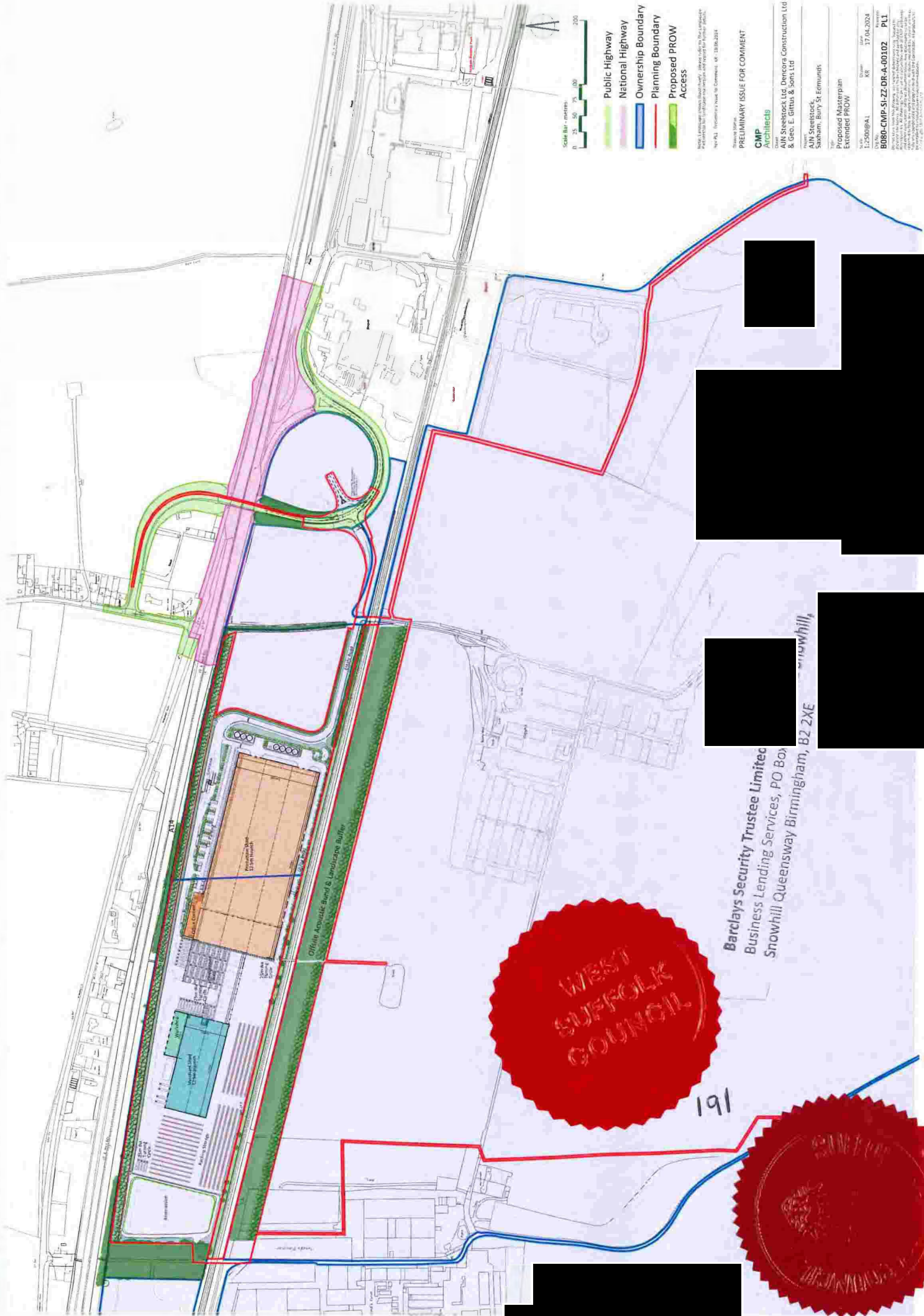
12. DELIVERY

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

FIRST SCHEDULE

The Land shown for identification purposes edged red in the Development Site Plan comprising of the Owners land forming part of land registered with the Land Registry under title numbers SK246301

DEVELOPMENT SITE PLAN



- Public Highway
- National Highway
- Ownership Boundary
- Planning Boundary
- Proposed PROW
- Access

Scale Bar - metres
0 25 50 75 100 200

Proposed Masterplan
Extended PROW

Project Name:
PRELIMINARY ISSUE FOR COMMENT

CMP
Architects

AUN Steelstock Ltd, Denora Construction Ltd
& Geo. E. Gittus & Sons Ltd

Client:
AUN Steelstock,
Saxham, Bury St Edmunds

Date:
1:2500(BA.1)
KR
37.04.2024

Project Ref:
B080-CMP-SI-ZZ-DR-A-00102 - PL1

Approved by:
West Suffolk Council
Planning Committee



Bardlays Security Trustee Limited
Business Lending Services, PO Box
Snowhill Queensway Birmingham, B2 2XE Snowhill,



191

69927

SECOND SCHEDULE
RESTRICTION UPON THE DEVELOPMENT SITE

1. THE OWNERS COVENANT WITH THE COUNCIL

- 1.1 To ensure that the first two Skylark Plots have been prepared in accordance with the Skylark Mitigation Strategy prior to Commencing the Development on the Development Site
- 1.2 Not to allow or permit Commencement of Development on the Development Site unless and until the first two Skylark Plots have been prepared in accordance with the Skylark Mitigation Strategy

THIRD SCHEDULE
RESTRICTION UPON THE DEVELOPMENT SITE
OWNERS COVENANT WITH THE COUNTY COUNCIL

1. THE OFF-SITE ENHANCEMENTS CONTRIBUTION

- 1.1 To pay to the County Council the Off-Site Enhancements Contribution prior to the Commencement of Development on the Development Site
- 1.2 Not to allow or permit Commencement of Development on the Development Site unless and until the Off-Site Enhancements Contribution has been paid in full to the County Council

2. CYCLE ROUTE DELIVERY

- 2.1 To work cooperatively with the County Council (for dedication purposes only) in respect of delivery of the Cycle Scheme (where the Cycle Scheme affects land in the control of the Owner) as a bridleway maintainable at public expense and / or other highway appropriate for use by pedestrians and cyclists to a minimum width of up to 3.5 metres and with a reasonably acceptable surface standard including entering into such agreement pursuant to the Highways Act 1980 as the County Council might reasonably require to effect this dedication
- 2.2 For the avoidance of doubt, any requirement made by the County Council to the Owners for entering into any agreement pursuant to the Highways Act 1980, will be for purely dedication purposes and adoption of highway by the highway authority only.
- 2.3 Not to object to the establishment of the Cycle Scheme or to seek compensation in connection with any orders that may be made by the County Council to effect the creation of any highways forming part of the Cycle Scheme

3. TRAVEL PLAN MONITORING CONTRIBUTIONS

- 3.1 To pay to the County Council the Travel Plan Monitoring Contribution prior to first Occupation and thereafter to pay a further Travel Plan Monitoring Contribution on each anniversary of the date of the first Occupation for a period of five (5) years
- 3.2 Not to Occupy or permit Occupation until the first Travel Plan Monitoring Contribution has been paid to the County Council



FOURTH SCHEDULE

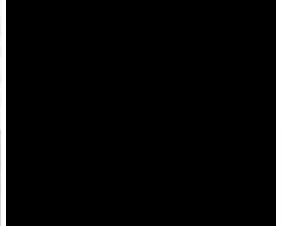
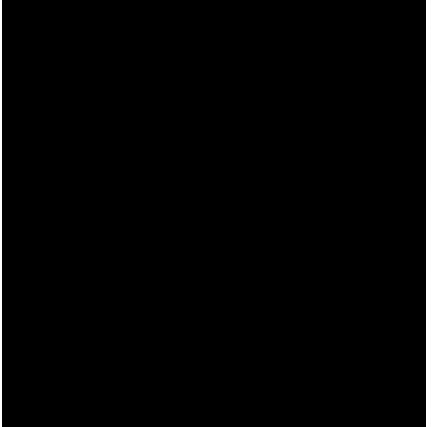
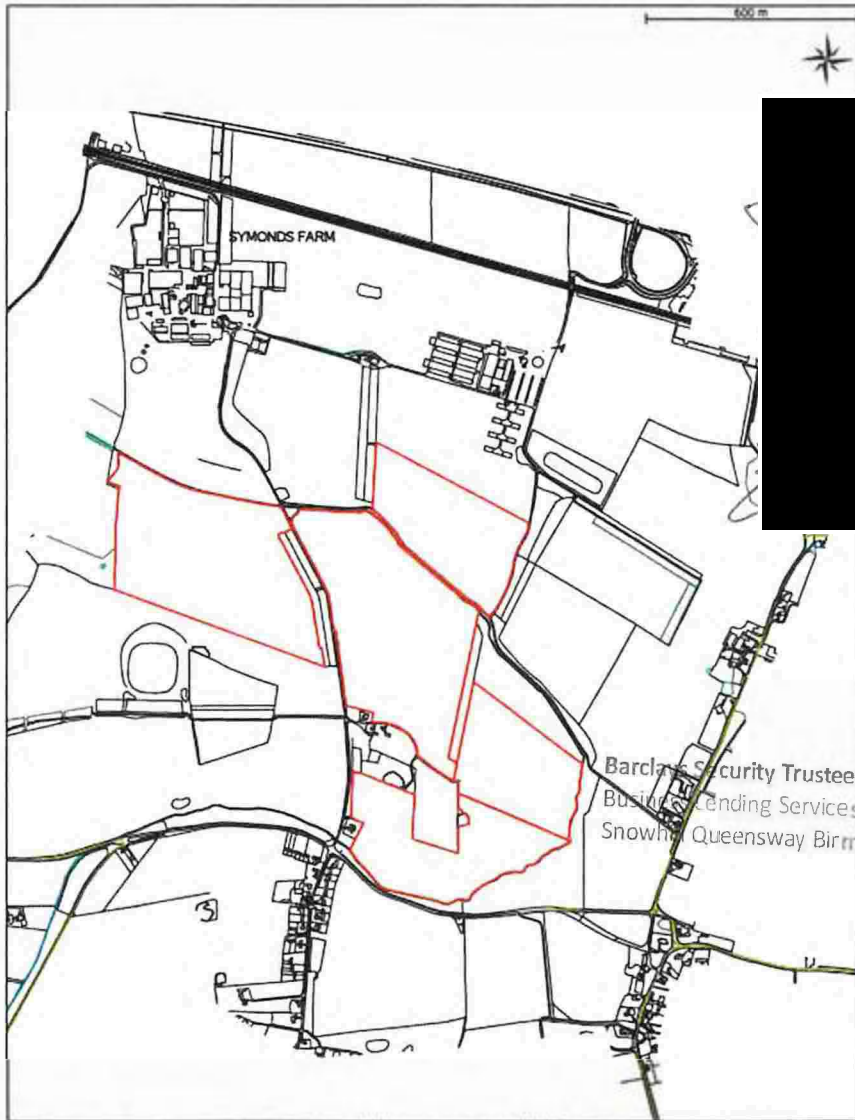
The Land shown for identification purposes edged red in the Mitigation Land Plan comprising of the First Owners land forming part of land registered with the Land Registry under title numbers SK243847

191

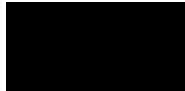
MITIGATION LAND PLAN

Skylark Plots - Field Options
Scale: 1:12,082

GEO E Gittus & Sons Ltd
Symonds Farm Business Park, Neumarket Road, Risby
Bury St. Edmunds, Suffolk, IP28 6RE
Tel: 01284 812236
(GPO)



69927



FIFTH SCHEDULE
RESTRICTION UPON THE MITIGATION LAND

1. THE FIRST OWNERS COVENANT WITH THE COUNCIL

- 1.1 (Following the Commencement of the Permission) to implement the requirements on the Mitigation Land as required in the Skylark Mitigation Strategy prior to the commencement of the next Skylark Breeding Season.
- 1.2 To maintain the Skylark Plots in accordance with the Skylark Mitigation Strategy for the duration of the Mitigation Period FOR THE AVOIDANCE OF DOUBT the location of the Skylark Plots shall be at the discretion of the First Owners and may change from year to year but not during the Skylark Breeding Season PROVIDED THAT the location shall always be within the Mitigation Land and be in accordance with the Skylark Mitigation Strategy
- 1.3 To ensure the requirements on the Mitigation Land of the Skylark Mitigation Strategy are met for the Mitigation Period

SIXTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNERS:

1. OFF-SITE ENHANCEMENTS CONTRIBUTION

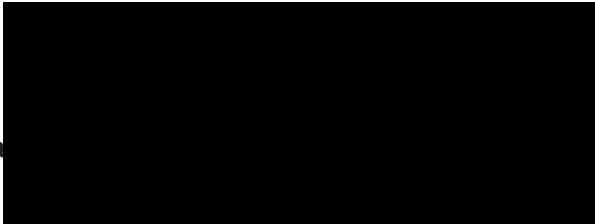
- 1.1 To use the Off-Site Enhancements Contribution only for the investigation and provision of a scheme of improved footways and/or cycleways and/or the delivery of new public rights of way to support walking, wheeling and cycling between the Development and Bury St Edmunds as shown indicatively by the routes as per the Cycle Routes plans at Appendix 1 including all officer time, investigation, negotiation of agreements, legal processes, land compensation, order making, construction and all related ancillary and administrative costs
- 1.2 If requested to do so in writing after the expiry of ten (10) years of payment of the Off-Site Enhancements Contribution within a further period of one (1) year to pay to any person such amount of the Off-site Enhancements Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end PROVIDED THAT if for any period the Bank of England Base Rate is at or below 0.02% then no interest shall be payable
- 1.3 If the County Council receives such a written request as per paragraph 1.2 above, they are to return to any person who has made the request in writing such amount of the Off-site Enhancements Contribution paid by that person which has not been committed or expended by the County Council within three (3) months from the date of the request
- 1.4 When the Off-site Enhancements Contribution paid to the County Council pursuant to this Deed has been spent or committed or upon a written request from the Owners (but no sooner than two (2) years from the Completion of Development and thereafter no sooner than two (2) years from the last such written request) the County Council shall upon written request by the Owners year notify the Owners that such monies have been spent or committed (or any part thereof) such notice to include full details of what the said monies were spent on or committed to

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

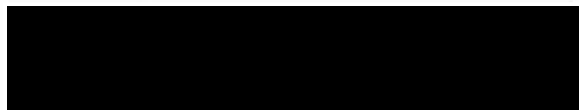


THE COMMON SEAL of)
WEST SUFFOLK COUNCIL)
was hereunto affixed to this deed)
in the presence of:)

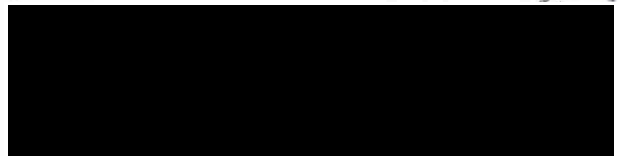
Authorised Signatory:.....
Name of Authorised Signatory
Position of Authorised Signatory



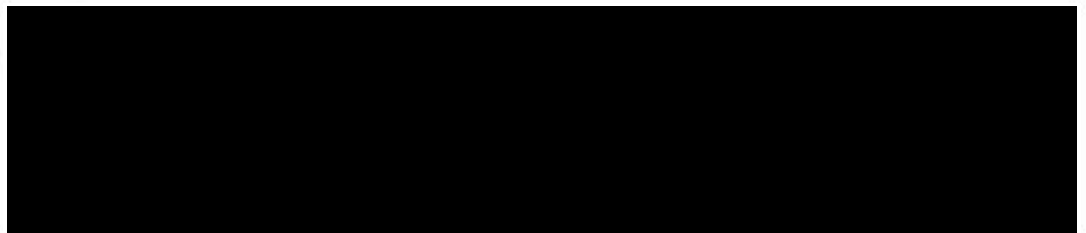
THE COMMON SEAL OF Suffolk County Council)
was hereunto affixed but not delivered until the date hereof)
in the presence of:)



SIGNED AS A DEED BY
GEORGE FREDERICK GOUGH GITTUS
in the presence of:



Witness:

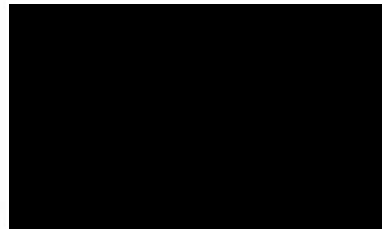


SIGNED AS A DEED BY
DAVID CHARLES WILLIAM UNWIN

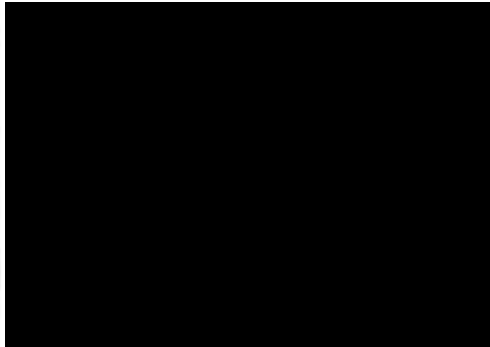
in the presence of:

)

)



Witness:

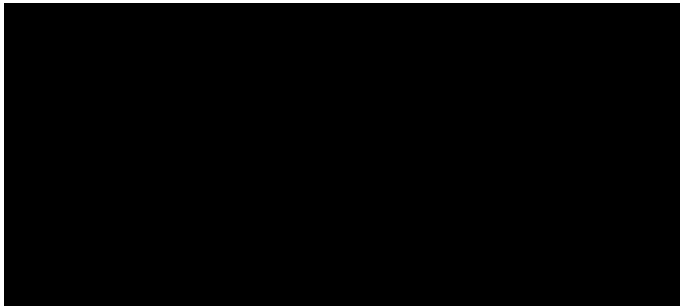
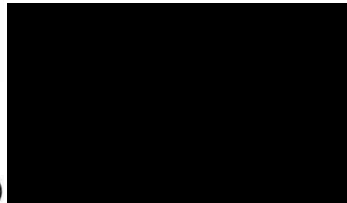


SIGNED AS A DEED BY
IAN MIGHELL MONKS

in the presence of:

)

)



EXECUTED AS A DEED by
GEO E GITTUS & SONS LIMITED

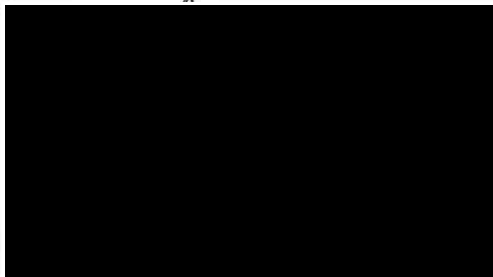
in the presence of:

)

)

Director:

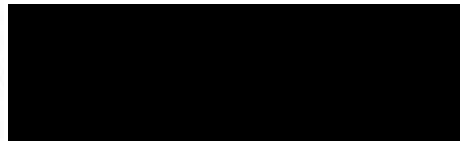
Director/Secreta



EXECUTED AS A DEED by
BARCLAYS SECURITY TRUSTEE LIMITED)
in the presence of:)

Director:

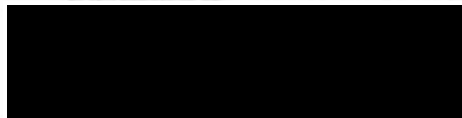
Witness signature:



Name:

As fiduciary for and on behalf of Barclays Security Trustee Limited

Address:



Occupation:

Appendix 1

Cycle Route Plans



CONNECTION TO PROPOSED SITE




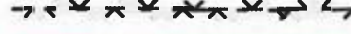

Barclay Security Trustee Limited
Business Lending Services PO Box 16
Snowhill Queensway Birmingham, B2 2XE

PUBLIC RIGHTS OF WAY SHOWN ON THIS MAP HAVE BEEN DIGITALLY PLOTTED.
FOR LEGAL PURPOSES PLEASE REFER TO THE DEFINITIVE MAP.




Suffolk County Council
Executive Director of Growth, Highways and Infrastructure
Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX.

Scale: 1:7,500 at A3
Ordnance Survey MasterMap
©Crown copyright and database rights OS A C0000849963 2025
You are permitted to use this data solely to enable you to respond to, or interact with, the organisation that provided you with the data. You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.

-  Public Footpath
-  Bridleway
-  Restricted Byway
-  Byway
-  Parish Boundary



 Cycleway (Public Bridleway) to be created
Length of cycleway (Public Bridleway) to be created: 1,890 metres
Width of cycleway (Public Bridleway) to be created: 3.5 metres