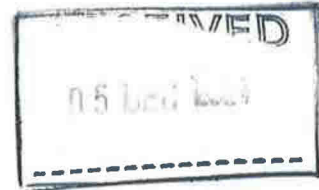


DATED

19th December



2024

**SUPPLEMENTAL AGREEMENT UNDER SECTION 106A OF THE TOWN &
COUNTRY PLANNING ACT 1990 RELATING TO LAND ON THE EAST SIDE
OF STATION ROAD, REEDHAM NORFOLK NR13**

between

BROADLAND DISTRICT COUNCIL

and

BADGER BUILDING (E.ANGLIA) LIMITED



NICHOLSONS SOLCITORS LLP
23 Alexandra Road, Lowestoft, Suffolk NR32 1PP
Tel 01502532300 Fax 01502568814 DX 41204 Lowestoft
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THIS DEED is dated

19th December

2024

- (1) **BROADLAND DISTRICT COUNCIL**, Horizon Business Centre, Peachman Way, Norwich NR7 0WF (**the Council**).
- (2) **BADGER BUILDING (E.ANGLIA) LIMITED** incorporated and registered in England and Wales with company number 02407008 whose registered office is The Sett Lodge Lane, Blundeston, Lowestoft, Suffolk, United Kingdom, NR32 5ED (**the Developer**)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and is the authority by whom the obligations contained in this deed are enforceable.
- (B) Pursuant to a Transfer dated 23 November 2016 and made between (1) the Original Owner and (2) the Developer, the Developer is now the freehold owner of the Site excluding the land shown cross hatched green on the Plan to the Original Agreement.
- (C) On the 23rd February, 2017, the Council, the Original Owner and The Developer entered into the Original Agreement.
- (D) Without prejudice to the terms of the other covenants contained in the Original Agreement the Council and the Developer have agreed to vary the terms of the Original Agreement as set out in this deed such terms having been made directly in the Original Agreement between the Developer and the Council.
- (E) The variations set out in clause 3.1 of this deed relate solely to the Pedestrian Improvement Works detailed at Schedule 4 of the Original Agreement and the Parties to this deed have agreed that it is not necessary for the Original Owner to be a party to this deed because they are not a party by whom any obligation that is being varied could be enforced by in accordance with Section 106A of the 1990 Act.
- (F) This deed is made under section 106A of the Act and is supplemental to the Original Agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Act: the Town and Country Planning Act 1990

Original Agreement: the agreement made under section 106 of the TCPA 1990 dated 23rd February 2017 and made between the Council, the Original Owner and the Developer

Original Owner: Christopher John Charles Mutton

Site: Freehold land at Station Road, Reedham, Norfolk, as defined in the Original Agreement.

1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed.

1.3 Clause headings shall not affect the interpretation of this deed.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the District Council the successors to its statutory functions.

1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 Unless the context otherwise requires, references to clauses are to the clauses of this deed.

1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall

not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.12 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISION

This deed is made pursuant to the provisions of sections 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3. VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 The following amendments are made to the Original Agreement:

Schedule 4, 'Proposed Reedham Footpath Upgrade' Page 1 - Plan amended	The plan to the Original Agreement shall be read as if point E were deleted.
Schedule 4, 'Proposed Reedham Footpath Upgrade' Page 1	Delete the following words: <i>"The words "DE Part of existing permissive path running from Station Road to FPR2"</i>
Schedule 4 'Proposed Reedham Footpath Upgrade' Page 1	In the paragraph entitled "Dedication" the following words shall be deleted: <small>Paths AD and DE will be dedicated as Public Rights of Way with path DE linking to the existing public highway on Station Road via a new public highway to be constructed as part of development proposed under planning application 20151061</small> and replaced with: <i>"Path AD will be dedicated as a Public Right of Way."</i>
Schedule 4,	The following heading and words shall be deleted:

<p>'Proposed Reedham Footpath Upgrade'</p> <p>Page 3</p> <p>'Path DE'</p>	<p>Path DE</p> <p>This path has recently been constructed as a permissive path linking Station Road with FP2 and is presently a trod path along the field boundary. The proposed development would replace the lower portion of the path with an adopted road and with the path extending from the cul de sac head around the eastern end of the development and continue on its existing line eastwards to meet FP2.</p> <p>The width of the path will be increased to 1.5m to match the registered width of path BC with a 75mm top dressing of hoggins laid on a 100mm base of MOT type one all suitably compacted and on geotextile as set out in the email to Graham Worsfold f 18th January 2016</p>
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- 3.2 In all other respects the Original Agreement (as varied by this deed) shall remain in full force and effect.

4. COVENANT WITH THE COUNCIL

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this deed.

5. LOCAL LAND CHARGE

This deed shall be registered as a local land charge by the Council.

6. ENDORSEMENT

Promptly following completion of this deed the Council shall endorse a memorandum of variation on the Original Agreement in the following terms:

"This Agreement has been varied by a supplemental agreement dated 19th December 2024 and made between BROADLAND DISTRICT COUNCIL (1) and BADGER BUILDING (E.ANGLIA) LIMITED (2)"

7. VALUE ADDED TAX

- 7.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.
- 7.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

8. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

9. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL OF
BROADLAND DISTRICT COUNCIL
was hereunto affixed in the
presence of:



8605

Authorised Signatory

Deputy Monitoring Officer

Sinead Carley

and this deed has been duly and properly
executed in accordance with the constitution
of Broadland District Council

Executed as a deed by
**BADGER BUILDING (E.ANGLIA)
LIMITED**

acting by 
a director, in the presence of:

SIGNATURE

NAME:

ADDRESS: **2 QUAY VIEW BUSINESS PARK**

OCCUPATION:

LOWESTOFT

SUFFOLK

NR32 2MD

LEGAL ASSISTANT