

DATED 11<sup>th</sup> February 2024<sup>5<sup>th</sup> we</sup>

**STRETTON BEESTON LIMITED**

and



and

**BROADLAND DISTRICT COUNCIL**

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**DEED OF VARIATION TO SUPPLEMENTAL PLANNING AGREEMENT UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT 1990**

relating to development at  
North Sprowston, and Old Catton, Norwich, Norfolk  
and to be known as  
Beeston Park

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**Ref: RAB/STR0034/0001**

**maples**teesdale

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THIS DEED OF VARIATION is dated

11<sup>th</sup> February

2024

**PARTIES:**

- (1) **STRETTON BEESTON LIMITED** (company number 13798185) whose registered office is at 17 Alvaston Business Park, Middlewich Road, Nantwich, Cheshire, CW5 6PF ("the First Owner");
- (2) [REDACTED] of Broadwalk, North Walsham Road, Crostwick, Norwich, Norfolk NR12 7BZ and [REDACTED] of Peacock Lodge, Barford Road, Marlingford, Norwich, Norfolk NR9 5HU (the Second Owner);
- (3) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe, St Andrew, Norwich NR7 0DU ("the Council")

together referred to as '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 First Owner is registered or is entitled to be registered as owner with freehold absolute title of the Site and is the person against whom the provisions of the 2017 S.106 Agreement and the 2023 Supplemental S.106 Agreement are enforceable, with the exception of the land owned by the Second Owner
- (C) The Second Owner is currently registered as owner with freehold absolute title of the land registered at the Land Registry under title number NK396646 and the said Michael Alan Dewing is registered as owner with leasehold absolute title under title numbers NK397789 and NK397790
- (D) The First Owner has now purchased the land owned by the Second Owner, however the land is pending registration by the Land Registry in the name of the Second Owner. Until registration of the transfer, the Second Owner remain the legal owners land registered at the Land Registry under title number NK396646 and both the legal and beneficial interests in the land are bound by this deed.
- (E) The Planning Permission was granted on 22 December 2017 under reference 2016/1058 for the development of the Site for mixed use development including for up to 3,520 Residential Units; up to 16,800 square metres of Employment Space (B1); up to 9,800 square metres of Space for Shops, Services, Cafes, Restaurants and Drinking Establishments (A1-A5); up to 1,000 square metres of hotel accommodation (C1); Two primary schools (up to 500 square metres); up to 2,000 square metres of community space including a health centre, library and community halls; and an energy centre (up to 1,500 square metres) subject to the 2017 S. 106 Agreement. This was subject to a non-material amendment dated 16 August 2022 under reference 2021/1172.
- (F) On 28 September 2023 a supplemental planning obligation was entered into by The Morley Agricultural Foundation, Norfolk County Council, the Second Owner, the Trustees of The Educational Foundation of Alderman John Norman, Jeremy Charles Howard, Adrian James Howard, Anne Elizabeth Bastin and Roger Charles Howard, the First Owner, Beyond Green Developments (Broadland) Limited and the Council
- (G) The Parties have agreed to vary the 2017 S.106 Agreement as amended by the 2023 Supplemental S.106 Agreement as set out in this deed

## 1. Definitions

- 1.1 In this Deed the following expressions shall have the following meanings:

**"2017 S.106 Agreement"** means the agreement dated 15 December 2017 and made between (1) The Morley Agricultural Foundation (2) Norfolk County Council (3) [REDACTED] (4) The Trustees of the Educational Foundation of Alderman John Norman (5) [REDACTED] (6) Beyond Green Developments (Broadland) Limited and (7) Broadland District Council

**"2023 Supplemental S.106 Agreement"** means the agreement dated 28 September 2023, supplemental to the 2017 S.106 Agreement, that is referred to in Recital (F)

## 2. Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless specifically staged otherwise or the context otherwise requires) is a reference to a clause, paragraph or 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 all such words shall be construed interchangeably in that manner
- 2.4 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
- 2.5 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 or County Council (as appropriate) shall include any successors to their statutory functions (as appropriate)
- 2.6 The headings and contents list are for reference only and shall not affect construction and/or interpretation
- 2.7 Unless otherwise stated defined terms used in this Deed shall have the meanings given to them in the 2017 S.106 Agreement and the 2023 Supplemental S.106 Agreement and the terms of the 2017 S.106 Agreement and the 2023 Supplemental S.106 Agreement shall apply to this Deed mutatis mutandis
- 2.8 Whenever 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 against each individually unless there is an express provision otherwise

## 3. Legal Basis

This Deed is supplemental to the 2017 S.106 Agreement and the 2023 S.106 Agreement and is made pursuant to Section 106 of the Act to the extent it creates planning obligations and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011



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

4. **Legal Effect**

This Deed shall come into effect immediately upon completion of this Deed

5. **Variation of the 2017 S.106 Agreement**

5.1 Save as expressly varied by this Deed the 2017 S.106 Agreement shall remain in full force and effect, as amended by the 2023 Supplemental S.106 Agreement

5.2 The Parties hereby agree that a definition of "New Permission" shall be added in to the 2017 S.106 Agreement:

*"The planning permission to be granted by the Council to vary condition 18 (transport monitoring) of the planning permission 20161058, and allocated reference number ~~20241794~~ 2024/1794" WL*

5.3 The Parties hereby agree that within the definition of "Application" in the 2017 S.106 Agreement the following should be added to the end of the definition:

5.4 *" , and the application submitted to the Council and allocated reference ~~20241794~~ 2024/1794 " WL*

5.5 The Parties hereby agree that the definition of "Permission" in the 2017 S.106 Agreement be replaced as follows:

*"planning permission for the Development to be granted pursuant to the Application subject to conditions and the prior completion of this Agreement or the New Permission"*

5.6 The Parties hereby agree that a new clause shall be added into the 2017 S.106 Agreement at 7.11 as follows:

*"If the Planning Permission is subject to an application under section 73 of the Act to secure the removal or amendment of any condition attached to the Planning Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application and the development authorised by that permission if so agreed in writing by the Council (acting in its absolute discretion)"*

6. **Variation of the 2023 Supplemental S.106 Agreement**

6.1 The Parties hereby agree that the 2023 Supplemental S.106 Agreement shall be varied as so that in clause 1.1 the definition "Onsite WWTW" the two references to the word "Onsite" shall be deleted so that the definition reads as follows:

*"WwTW" means the proposed wastewater treatment works that is to be designed to discharge to surface waters at 10mg/l for Total Nitrogen and 0.15 mg/l for Total Phosphorus*

And all references to the Onsite WWTW in the 2023 Supplemental S.106 Agreement shall be amended accordingly

The Parties hereby agree that the 2023 Supplemental S.106 Agreement shall be varied as so that in paragraph 2.4 of Schedule 1 the reference to "3250 Residential Units" is replaced with a reference to "3520 Residential Units"

- 6.3 The Parties hereby agree that within the definition of "Planning Permission" in the 2023 Supplemental S.106 Agreement the following should be added to the end of the definition:

" , or the planning permission to be granted under reference <sup>20241794</sup> ~~2024/1794~~ " WC

- 6.4 The Parties hereby agree that a new clause shall be added into the 2023 Supplemental S.106 Agreement at 6.11 as follows:

*"If the Planning Permission is subject to an application under section 73 of the Act to secure the removal or amendment of any condition attached to the Planning Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application and the development authorised by that permission if so agreed in writing by the Council (acting in its absolute discretion)"*

## 7. Miscellaneous

- 7.1 This Deed shall be registered as a local land charge by the Council

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- 7.2 The ~~Developer~~ <sup>First Owner</sup> hereby agrees on or before the date hereof to pay the Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed

- 7.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they have parted with their entire interest in the whole of the Site (unless the breach occurred before they disposed of their interest).

- 7.4 A party who is not a party to this Deed shall not have any rights under the Contracts (Third Party) Rights Act 1999 to enforce the terms of this Deed

## 8. Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England

## 9. 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

## 10. Electronic Execution

The Parties hereby each agree that for the purposes of the execution of this Deed, an electronically affixed seal and/or electronic signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature/or physically affixed seal for the purposes of the lawful execution of this Deed.

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

Common seal of **BROADLAND DISTRICT**  
COUNCIL was hereunto affixed in the  
presence of:



[Signature]  
Authorised Signatory

Deputy Monitoring Officer  
*Linda Mockford*

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

Signed as a deed (but not delivered  
until the date hereof) by the said

[Redacted]

[Redacted]

in the presence of:

Witness signature, [Redacted]

Name [Redacted]

Address

BIRKETTS LLP  
KINGFISHER HOUSE  
1 GILDERS WAY  
NORWICH NR3 1UB

Occupation *SOLICITOR*

Signed as a deed (but not delivered  
until the date hereof) by the said

[Redacted]

in the presence of:

Witness signature, [Redacted]

[Redacted]

Name [Redacted]

Address

BIRKETTS LLP  
KINGFISHER HOUSE  
1 GILDERS WAY  
NORWICH NR3 1UB

Occupation *SOLICITOR*

... deed by **STRETTON**  
... LIMITED acting by a director in  
... presence of:



Director

Signature of witness



Name of witness





Address of witness