

DATED 23 July 2026

Broadland District Council

-and-

Hopkins Homes Limited

-and-

HSBC UK Bank PLC

-and-

Brundall Parish Council

**DEED OF VARIATION OF PLANNING OBLIGATION
UNDER SECTION 106A
OF THE TOWN AND COUNTRY PLANNING
ACT 1990(as amended)**

Relating to land east of the Memorial Park, Brundall, Norfolk

THIS DEED OF VARIATION is dated

23 July

2026

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road, Norwich NR7 0DU ("the Council")
- (2) **HOPKINS HOMES LIMITED** (Company registration number 02875798) whose registered office is at at First and Second Floor, Blenheim House, Newmarket Road, Bury St Edmunds, Suffolk IP33 3SB ("the Owner")
- (3) **HSBC UK BANK PLC** (Company registration number 09928412) of 1 Centenary Square, Birmingham, B1 1HQ ("the Mortgagee")
- (4) **BRUNDALL PARISH COUNCIL** of 2 Station Road, Brundall, NR13 5LA ("the Parish 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 within which the Site is located.
- (B) The Owner is the current freehold owner of the Site which is registered at Land Registry under title number NK456205 subject to legal charges dated 20 August 2021 and 22 February 2023 in favour of the Mortgagee.
- (C) The Parish Council is a parish council for the area within which the Site is located.
- (D) On 11th November 2020 the Secretary of State for Housing, Communities and Local Government granted the Planning Permission for the Site following completion of the Original Section 106 Agreement.
- (E) The Parties wish to vary the Original Agreement in the manner hereinafter appearing to enable the Parish Council to be responsible for the delivery and future maintenance of the Country Park and the Village Green.
- (F) The Mortgagee has agreed to enter into this Deed for the purposes of giving the consent set out in Clause 5.
- (G) The expressions in this Deed have the meaning ascribed to them in the Original Agreement save as expressly provided in this Deed.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Original Agreement	An agreement dated 21 st October 2020 made under Section 106 of the Act between Broadland District Council (1) Mary Marshall Bushell David Victor Marshall Thurgar and Grant Stanley Pitcher (2) Norman John Long, Graham William Long and Timothy Jon Long (3) Quantum Land (Brundall) Limited (4) containing planning obligations enforceable by the Council relating to the Planning
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Permission.

Planning Permission	The full planning permission granted by the Secretary of State for Housing, Communities and Local Government on 11 th November 2020 pursuant to appeal reference APP/K2610/W/3239986.
Site	The land known as land east of the Memorial Hall, Brundall, Norwich, Norfolk and shown edged red on the Plan appended to the Original Agreement.

2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to Sections 106 and 106A 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.
- 2.2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed.

3. VARIATION

- 3.1 With effect from the date of this Deed the Parties agree to vary the Original Agreement in the manner shown in the marked up Original Agreement appended as the Schedule to this Deed.
- 3.2 In all other respects the contents of the Original Agreement are confirmed and agreed and shall continue to bind the Site as varied by this Deed.

4. OTHER PROVISIONS

- 4.1 On completion the Parish Council will pay the Owner's reasonable legal costs in connection with this Deed.
- 4.2 The Owner warrants that at the date of this Deed they have full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Site save as already disclosed prior to the completion of this Deed.
- 4.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.4 This Deed shall be registrable as a local land charge by the Council.

4.5 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.

4.6 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.

5. **MORTGAGEE CONSENT**

5.1 The Mortgagee consents to the Owner entering into this Deed so that the Site is bound by the obligations contained in this Deed and the Original Agreement (as amended by this Deed) PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed or in the Original Agreement and have no liability under this Deed or the Original Agreement unless it takes possession of the Site or acquires the freehold interest in the Site in which case it will be regarded as successor in title to the Owner at any time before the Owner has fully performed all its obligations contained in this Deed and the Original Agreement.

5.2 For the avoidance of doubt (i) any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security at any time before the Owner has fully performed all its obligations contained in this Deed and the Original Agreement, will be bound by the terms of this Deed as the Owner and (ii) the Mortgagee will not be bound by the obligation under this Deed and have no liability for any breach of this Deed or the Original Agreement once it ceases to have any legal or other interest in the Site unless the breach occurred before the Mortgagee disposed of their interest in the Site.

6. **COUNTERPARTS**

6.1 This Agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

The Schedule Amendments to the Original Agreement

Main Body Amendments

1. The following definitions shall be added to clause 1 of the Original Agreement as follows:

All Contributions	means the Village Green Contributions and Country Park Contributions payable under the terms of this Deed
Country Park Contributions	means the Financial Contribution CP1 (Design), Financial Contribution CP2 (Works) and Financial Contribution CP3 (Maintenance) as defined in Schedule 2 to this Deed
Parish Council	means Brundall Parish Council of 2 Station Road, Brundall, NR13 5LA or any successor in statutory function to it
Village Green Contributions	means the Financial Contribution VG1 (Design), Financial Contribution VG2 (Works) and Financial Contribution VG3 (Maintenance) as defined in Schedule 3 to this Deed

2. In clause 4.1 of the Original Agreement the word "and" shall be added between the Words "Council" "the Parish Council". The word "or" shall be deleted.
3. In clause 4.2 of the Original Agreement the words "and the Parish Council" shall be inserted after the words "The Council".
4. A new clause 4.3 shall be added to the Original Agreement which shall read as follows:

"The Parish Council covenants with the Owners and the Council that it shall use the All Contributions solely for the purposes specified under this Deed and not for any other purpose unless otherwise agreed by the Owners and the Council.
5. In clause 5.4 of the Original Agreement the words "or the Parish Council" shall be added after the words "The Council" and the words "solely for the purposes specified under the terms of this Deed" shall be added at the end of the sentence after the words "contribution is spent".
6. In clause 5.7 of the Original Agreement the words "and for the avoidance of doubt the Owners shall not be responsible for payment of any VAT incurred by the Council or the Parish Council" shall be added after the words "must also be paid".
7. In clauses 5.6.1, 5.8, 5.9, 6.9 and 6.18 of the Original Agreement after the word "Council" the words "or the Parish Council (as the case may be)" shall be inserted.

8. Clause 5.8.3 of the Original Agreement shall be amended to add the following words "but shall continue to be held and applied by the Council and/or the Parish Council (as the case may be) solely for the purposes specified under the terms of this Deed" after the word "Deed"

Amendments to Part 1 Schedule 2 of the Original Agreement – Country Park

9. The following definitions in Part 1 Schedule 2 shall be amended as follows:

"Country Park Scheme" – under point c) the words "including whether a Management Company is proposed as the Nominated Body" shall be deleted in its entirety.

"Management Company" – Shall be deleted in its entirety.

"Nominated Body" – the definition shall be deleted and replaced with the following definition:

"As agreed by the Parties shall be the Brundall Parish Council"

"Prepared and Serviced" – the words "and the Parish Council" shall be added after the words "the reasonable satisfaction of the Council" and after the word "Council" in bullet point (h) and the words "or require" shall be added after the words "may approve".

"Standard Terms" – the words "and the Parish Council" shall be added after the words "Council" and "PROVIDED THAT the Council" in the fourth bullet point.

"Unencumbered" – The definition shall be deleted and replaced with the following words:

"Means save for any rights easements wayleaves or encumbrances which exist at the date of this Deed free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use and operation of the Country Park Site as a Country Park and all encumbrances which might result in cost or liability to the Council or the Parish Council additional to those which would normally be associated with the use and operation of the Country Park Site as a Country Park"

10. Paragraph 1 to Part 1 of Schedule 2 shall be deleted in its entirety and replaced as follows:

"The Council has agreed with the Owners and the Parish Council that the delivery of the Brundall Country Park will be delivered in accordance with the provisions of Part 2 and Part 4 of Schedule 2 by the Parish Council."

11. Paragraph 2 to Part 1 of Schedule 2 is no longer applicable and shall be deleted in its entirety.
12. In Paragraph 3 to Part 1 of Schedule 2 shall be deleted in its entirety and read as follows:

“The Owners covenant with the Council and the Parish Council to comply with the obligations on the Owners contained at Part 2 of this Schedule “
13. Paragraph 4 to Part 1 of Schedule 2 shall be deleted in its entirety and replaced by the following wording:

“Unless otherwise agreed by the Council (acting reasonably and promptly at all times) the Council and the Parish Council covenant that as the Council has determined that the Owners shall comply with Part 2 of this Schedule for the delivery of the Brundall Country Park then the Council shall also determine that the Owners comply with Part 2 of Schedule 3 for the delivery of the Brundall Village Green.”

Amendments to Part 2 of Schedule 2 of the Original Agreement – Country Park

14. The words “Parish Council” shall replace the word “Council” in the title of Part 2 of Schedule 2.
15. In paragraph 3 Part 2 of Schedule 2 shall be amended by adding the words “and the Parish Council” after the word “Council”.
16. In paragraph 3.1 the words “who shall pay the Financial Contribution CP1 (Design) to the Parish Council with 14 Working Days of receipt shall be added after the word “Council”.
17. In paragraph 3.2 the words “who shall pay the Financial Contribution CP2 (Works) to the Parish Council within 14 Working Days of the date the Country Park is transferred to the Parish Council” shall be added after the word “Council” in bullet point (a).
18. In Paragraph 3.2, bullet point (b) the words “and the Parish Council” shall be added after the word “Council”.
19. In Paragraph 3.2, bullet point (c) the word “Parish” shall be added before the word “Council”
20. The wording in Paragraph 3.3 shall be deleted and replaced with the following wording:

"To pay Financial Contribution CP3 (Maintenance) to the Council prior to the Occupation of the 85th Open Market Dwelling and the Council shall pay the Financial Contribution CP3 (Maintenance) to the Parish Council within 14 Working Days of receipt or within 14 Working Days of the Owners receiving notification from the Council that works to provide Brundall Country Park are Substantially Complete (whichever shall first occur)

21. Part 3 of Schedule 2 shall be deleted in its entirety.

Amendments to Part 4 Schedule 2 of the Original Agreement – Country Park

22. Part 4 to Schedule 2 shall be amended to read "COUNCIL AND PARISH COUNCIL OBLIGATIONS"

23. Paragraph 5 shall be amended to read "The Council and the Parish Council covenant with the Owners as follows."

24. Paragraph 5.1 shall be deleted in its entirety and replaced with the following words:

"The Parish Council shall submit the Country Park Scheme to the Council for approval and the Council shall approve the Country Park Scheme within 30 Working Days of submission to the Council or such longer period as the Parish Council and the Owners may agree".

25. Paragraph 5.2 is no longer applicable and shall be deleted in its entirety

26. Paragraph 5.3 is no longer applicable and shall be deleted in its entirety

Amendments to Part 1 Schedule 3 of the Original Agreement– Village Green

27. The following definitions shall be amended in Schedule 3 as follows:

"Management Company" – Shall be deleted in its entirety.

"Nominated Body" – the wording shall be deleted and replaced with the following:

"As agreed by the Parties shall be the Brundall Parish Council"

"Standard Terms" – the words "and the Parish Council" shall be added after the words "PROVIDED THAT the Council" in the fourth bullet point.

"Unencumbered" – The definition shall be deleted and replaced with the following words:

"Means save for any rights easements wayleaves or encumbrances which exist at the date of this Deed free from all adverse rights, easements, restrictions or other

encumbrances which would interfere with the use and operation of the Village Green Site as a Village Green and all encumbrances which might result in cost or liability to the Council and Parish Council additional to those which would normally be associated with the use and operation of the Village Green Site as a Village".

"Village Green Scheme" – under point c) the words "including whether a Management Company is proposed as the Nominated Body" shall be deleted in its entirety. Under point (c) the words "and Parish Council" shall be added after the word "Council".

28. Paragraph 1 to Part 1 of Schedule 3 shall be deleted in its entirety and replaced as follows:

"The Council has agreed with the Owners and the Parish Council that the delivery of the Village Green will be delivered in accordance with the provisions of Part 2 and Part 4 of Schedule 3 by the Parish Council"

29. Paragraph 2 to Part 1 of Schedule 3 is no longer applicable and shall be deleted in its entirety.

30. Bullet point b) of Paragraph 3 shall be deleted in its entirety.

31. The words "or Part 3" shall be deleted from the final sentence of paragraph 3.

32. Paragraph 4 to Part 1 of Schedule 3 shall be deleted in its entirety and replaced by the following wording:

"Unless otherwise agreed by the Council (acting reasonably and promptly at all times) the Council and the Parish Council covenant that as the Council has determined that the Owners shall comply with Part 2 of this Schedule for the delivery of the Brundall Village Green then the Council shall also determine that the Owners comply with Part 2 of Schedule 2 for the delivery of the Brundall Country Park."

Amendments to Part 2 of Schedule 3 – Village Green

33. The words "Parish Council" shall added after the word "Council" in the title of Part 2.
34. Paragraph 3 in Part 2 of Schedule 3 shall be amended by adding the words "and the Parish Council" after the word "Council".
35. In paragraph 3.1 the words "who shall pay the Financial Contribution VG1 (Design) to the Parish Council within 14 Working Days of receipt after the word "Council". 36. In paragraph 3.2 the words "who shall pay the Financial Contribution VG2 (Works) to the Parish Council within 14 Working Days of the date the Village Green is transferred to the Parish Council" shall be added after the word "Council" in bullet points (a).

37. In Paragraph 3.2, bullet point (b) the words "and the Parish Council" shall be added after the word "Council".
38. In Paragraph 3.2, bullet point (c) the word "Parish" shall be added before the word "Council"
39. "Paragraph 3.3 shall be deleted and amended with the following wording:
- "To pay Financial Contribution VG3 (Maintenance) to the Council prior to the Occupation of the 95th Open Market Dwelling. The Council shall pay the Financial Contribution VG3 (Maintenance) to the Parish Council within 14 Working Days of receipt" or within 14 Working Days of the Owners receiving notification from the Council that works to provide the Brundall Village Green are Substantially Complete (whichever shall first occur)."
40. Part 3 of Schedule 3 is no longer applicable shall be deleted in their entirety.

Amendments to Part 4 of Schedule 3 – Village Green

41. Part 4 to Schedule 3 shall be amended to read "COUNCIL AND PARISH COUNCIL OBLIGATIONS"
42. Paragraph 5 shall be amended to read "The Council and the Parish Council covenant with the Owners as follows:"
43. Paragraph 5.1 shall be deleted in its entirety and replaced with the following words :
- "The Parish Council shall submit the Village Green Scheme to the Council for approval and the Council shall approve the Village Green Scheme within 30 Working Days of submission to the Council or such longer period as the Parish Council and the Owners may agree".
44. Paragraph 5.2 is no longer applicable and shall be deleted in its entirety
45. Paragraph 5.3 is no longer applicable and shall be deleted in its entirety

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 **Broad**
was affixed in the presence of:

Authorised Signatory:

and this deed has been duly and
in accordance with the constitutio

EXECUTED AS A DEED by
BIRKETTS LLP
As attorney for
HOPKINS HOMES LIMITED in t

Attorney's signature:
Attorneys name (print):

Designated Member of Birketts L

Witness signature:

Witness name:

Witness address:

Witness occupation:

Executed as a Deed by
HSBC UK BANK PLC

Acting by its attorney

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED by

BRUNDALL PARISH COUNCIL b

Councillors in the presence of :

