

Dated this 23<sup>rd</sup> day of July

2008

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**DEED OF VARIATION**

relating to an original Deed of Planning Obligation  
dated 16<sup>th</sup> March 2004

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**BETWEEN-**

- (1) BLOOR HOMES (SUDBURY) LIMITED
- (2) GRAYS OF NORWICH LIMITED
- (3) BROADLAND DISTRICT COUNCIL
- (4) NORFOLK COUNTY COUNCIL

relating to land and premises known as  
The Old Winery Site  
Chapel Street Cawston Norfolk NR10 4RJ

THIS DEED OF VARIATION is made the <sup>23<sup>rd</sup></sup> day of July

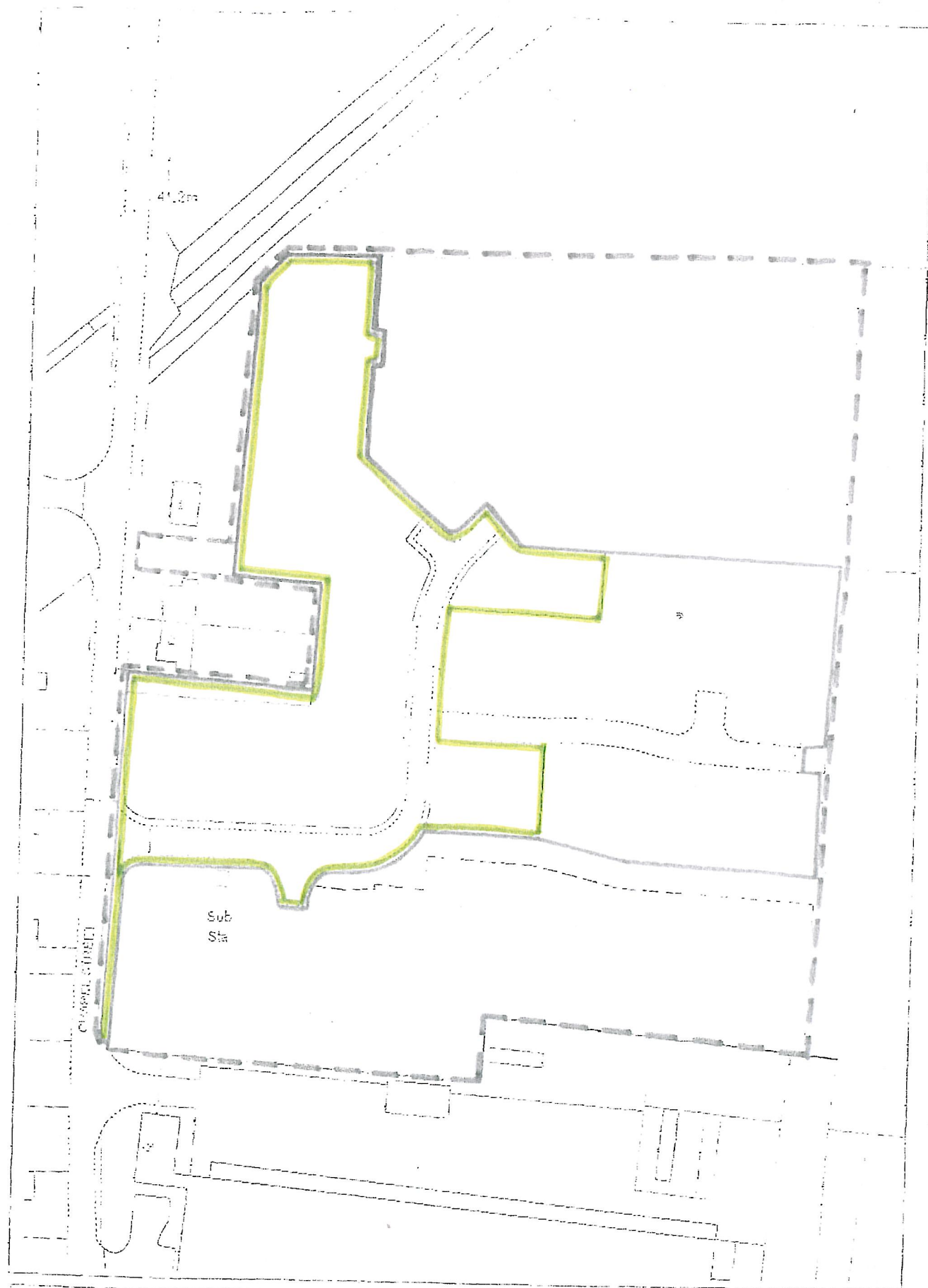
2008

**BETWEEN:-**

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road  
Norwich NR7 0DU (hereafter called "the Council")
- (2) GRAYS OF NORWICH LIMITED of Unit 1 Beech Avenue Taverham Norwich  
NR8 6HW (hereafter called "the First Owner")
- (3) BLOOR HOMES (SUDBURY) LIMITED of Marauder House Skyliner Way  
Bury St Edmunds Suffolk IP32 7YA (hereafter called "the Second Owner")
- (4) NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich NR1  
2SG (hereafter called "the County")

**WHEREAS:-**

- (1) This Deed is intended to be supplemental to a Deed dated the 16<sup>th</sup> March 2004 and made under Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Original Agreement") and made between the Council (1) the First Owner (2) the County (3) and relating to land at the Old Winery Site Chapel Street Cawston Norfolk NR10 4RJ (hereinafter called "the Land")
- (2) The Second Owner has purchased that part of the Land from the First Owner as is shown edged green on the plan attached to this Deed and has the benefit of a contract to purchase further land currently in the ownership of the First Owner.
- (3) The Council is a Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area within which



- Site of Application 20071757
- Site of Application 20021087

The Old Winery, Chapel Street, Cawston

Scale:  
1:1250

Date:  
13-May-08



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Revision A

the Land is located

- (4) The County is a Local Planning Authority for the purposes of the Act and is also highway authority for the area within which the Land is located and was a party to the Original Agreement
- (5) An application dated 11<sup>th</sup> December 2007 bearing reference number 2007/1757 ("the Second Application") was submitted to the Council in accordance with the Act for variation of the Planning Permission under number 2002/1087 relating to revised house types for the Free Market Dwellings within the Development
- (6) The Council has decided to grant planning permission ("the Second Planning Permission") in accordance with the Second Application subject to the First Owner and the Second Owner entering in to this Deed of Variation

**NOW THIS DEED WITNESSES** as follows:-

1. This Deed is supplemental to the Original Agreement
2. Words and expressions defined in the Original Agreement have the same meanings in this Deed except to the extent that they are expressly varied by this Deed
3. Having regard to the Council's Development Plan and other material considerations the Council considers it expedient and in the interests of proper planning of its area that provision be made for regulating or facilitating the development of the Land in a manner hereinafter appearing and the Council is satisfied the Second Planning Permission can only be granted subject to and upon completion of this Deed
4. The parties have agreed to enter into this Deed to create planning obligations pursuant to Section 106 of the Act and to be bound by and observe and

perform the covenants obligations conditions and stipulations hereinafter appearing with the intent to bind all successors in title and all persons deriving title under the said parties and is made in accordance with the provisions of Section 106A of the Act

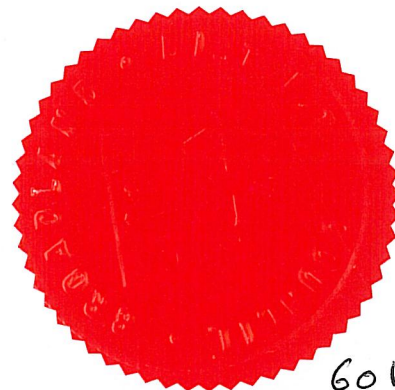
5. The terms and conditions of the Original Agreement shall remain in full force and effect notwithstanding the implementation of the new proposed development scheme under the Second Planning Application except as varied by this Deed and shall henceforth be fully applicable to the Development and binding on the Land and/or successors in title and all persons deriving title thereunder as varied by this Deed
6. The parties hereto agree to vary the Original Agreement as follows:-
  - .6.1 the words in the definition of "the Application" in the Original Agreement shall be amended and replaced by the words "the planning application reference no. 2002/1087 and the subsequent application for reserved matters reference no. 2004/1642 and 2007/1757."
- 7 The covenants obligations and stipulations contained in the Original Agreement shall remain in full force and effect and shall apply to the Land upon the implementation of the development referred to in planning application reference no. 2007/1757

**IN WITNESS** whereof the parties hereto have executed this Deed of Variation the day and year first before written



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

  
HEAD OF CORPORATE SERVICES  
& MONITORING OFFICER



6011

THE COMMON SEAL of  
NORFOLK COUNTY COUNCIL  
was hereunto affixed in the presence of:-

Vick M



SIGNED AS A DEED by  
BLOOR HOMES (SUDBURY) LIMITED  
acting by

Director



D.I.K. MEHTA  
DIRECTOR

Director/Secretary



AUTHORISED SIGNATORY

A. LOWE.

SIGNED AS A DEED by  
GRAYS OF NORWICH LIMITED  
acting by:-

Director



Director/Secretary

