



DATED ^{6th} October 2014

BROADLAND DISTRICT COUNCIL

-and-

NORFOLK COUNTY COUNCIL

-and-

DENNIS JOHN JEANS

-and-

VALERIE ANN SMITH

-and-

DENNIS JEANS (DEVELOPMENTS) LIMITED

-and-

LEEDS BUILDING SOCIETY

DEED OF VARIATION

of an Agreement under Section 106 of the
Town and Country Planning Act 1990
Relating to land off Salhouse Road
Rackheath Norwich

Broadland District Council
Thorpe Lodge
1 Yarmouth Road
Norwich
NR7 0DU

THIS DEED OF VARIATION ('this Deed') is made the
2014

6th

day of October

BETWEEN;

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 ODU ("the Council") of the first part;
- (2) NORFOLK COUNTY COUNCIL of Martineau Lane, Norwich, Norfolk, NR1 2DH ("the County Council") of the second part;
- (3) DENNIS JOHN JEANS of 96 Norwich Road, Salhouse, Norwich, NR13 6PB ("the First Owner") and VALERIE ANN SMITH of The Paddocks, Mousehold Farm, Rackheath, Norwich, Norfolk NR13 6AA ("the Second Owner") of the third part (together called "the Owners"); and,
- (4) DENNIS JEANS (DEVELOPMENTS) LIMITED (Company Reg No. 07592444) whose registered office is situated at 96 Norwich Road, Salhouse, Norwich, Norfolk, NR13 6PB ("the Developer") of the fourth part.
- (5) LEEDS BUILDING SOCIETY of 105 Albion Street, Leeds LS1 5AS ("the Mortgagee") of the fifth part

together "the Parties"

1. RECITALS

- 1.1 This Deed is supplemental to the Original Deed of Agreement
- 1.2 This Deed is made pursuant to s.106A(1)(a) of the Town and Country Planning Act 1990, as amended ("the Act")
- 1.3 The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is located
- 1.4 The "Land" is defined in the Original Deed of Agreement
- 1.5 The First Owner is the registered freehold proprietor with absolute title of the part of the Land registered under title number NK409711 shown edged red on the filed plan of such title, having purchased it from Stavros and Lilian Stavridis since the completion of the Original Deed of Agreement. The Second Owner is the registered proprietor jointly with Mr Samuel John Smith (deceased) with absolute title of the part of the Land registered at the Land Registry under title number NK407099, and shown edged red on the filed plan for such title. The whole of the Owners' property is shown edged red on the Plan.
- 1.6 The Mortgagee has a registered charge against part of the Land which is registered under title number NK409711.

1.7 The County Council is a Local Planning Authority for the purposes of the Act and the Library Service Provider and the Education Authority for the purposes of this Deed within which the Land is located.

1.8 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council as local planning authorities against the Owners

1.9 (a) The Application has now been approved.

(b) A deed of agreement under s.106 of the Act binding the Land and containing planning obligations enforceable by the Council and the County Council was entered into by the Council (1) The County Council (2) Stavros Stavridis and Lilian Violet Stavridis and Samuel John Smith and Valerie Ann Smith (3) and Dennis Jeans (Developments) Limited (4) and dated 15th August 2012 (the "Original Deed of Agreement").

(c) Since the completion of the Original Deed of Agreement the County Council has confirmed that no Education Contribution is required.

(d) the Parties have agreed to amend the Original Deed of Agreement accordingly to so reflect.

2. DEFINITIONS AND INTERPRETATIONS

2.1 Unless the context requires otherwise, and subject to paragraph 3.1 of this Deed, terms defined in the Original Deed of Agreement have the same meaning when used in this Deed.

2.2 The rules relating to Interpretation at paragraph 2 of the Original Deed of Agreement shall apply to this Deed.

3. OPERATIVE PROVISIONS

3.1 the Parties agree that, with effect from the date of this Deed, the Original Deed of Agreement is varied only in the manner set out in the Schedule

3.2 Save as varied by this Deed, the Original Deed of Agreement shall remain in full force and effect.

3.3 The covenants contained within this Deed will bind the Land and each and every part thereof.

- 3.4 Immediately on completion of this Deed the First Owner shall pay the Council's and County Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed

4. TITLE

- 4.1 The Owners hereby covenant that they are the freehold owners of the Land and have full power to enter into this Deed and that the Land is free from all mortgage charges or other encumbrances save in respect of the charge in favour of the Mortgagee and that there is no other person other than Owners having an interest in the Land other than those notified in writing to the Solicitor for the Council and the Head of Law of the County Council

5. MORTGAGEE'S CONSENT

- 5.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner with its consent and that the part of the Land registered under title number NK409711 shall be bound by the obligations contained in this Deed and the Original Deed of Agreement and that the security of the mortgage over that part of the Land registered under title number NK409711 shall take effect subject to this Deed and the Original Deed of Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed and the Original Deed of Agreement unless it takes possession of that part of the Land registered under title number NK409711 in which case it too will be bound by the obligations as if it were a person deriving title from the First Owner.

6. LOCAL LAND CHARGE

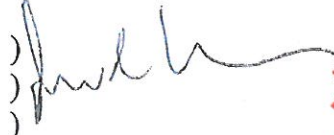
- 6.1 This Deed is a Local Land Charge and shall be registered as such

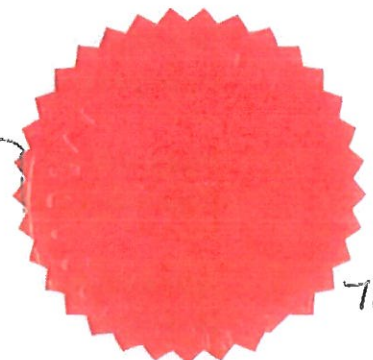
SCHEDULE

1. At paragraph 2 of the Original Deed of Agreement, "Education Contribution" and the corresponding definition are removed.
2. Paragraphs 6.1, 6.1.1 and 6.1.2 of the Original Deed of Agreement relating to the Education Contribution are removed.
3. A new paragraph 7.4 shall be inserted, which reads "not to agree any Affordable Housing Scheme in relation to the Development, whether submitted under paragraph 5.1.1 or otherwise, unless that Affordable Housing Scheme includes the Affordable Housing Provision."
4. The definition of Affordable Housing Scheme be amended to read as follows;
 'means a detailed scheme submitted to and approved by the Council for the provision of Affordable Housing (in accordance with the Affordable Housing Provision) within the Development.'
5. At paragraph 8.1, "Education Contribution and the" is removed.
6. At paragraph 8.2, "Education Contribution and the" is removed.
7. At paragraph 8.3, "and the Education Contribution" is removed.
8. At paragraph 8.4, "Education Contribution and the" is removed.

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

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

) 

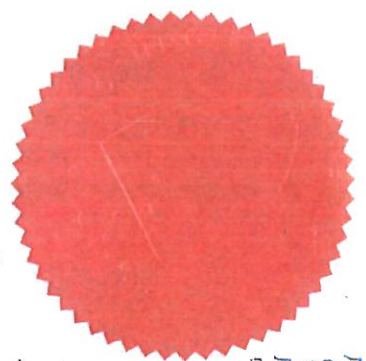


7405

CHIEF EXECUTIVE

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

) 

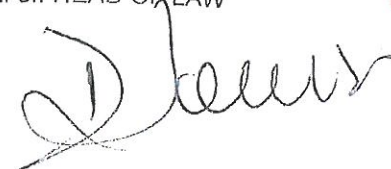


authorised to sign
on behalf of: HEAD OF LAW

EXECUTED AS A DEED by
DENNIS JOHN JEANS in the presence
of)

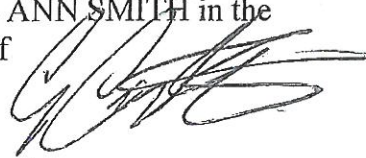
) 

GLENN CATCHPOLE
6. FLOWERY CLOSE
HOTTEN NORFOLK NR379RE

) 

37037

EXECUTED AS A DEED by
VALERIE ANN SMITH in the
presence of)

) 

V. A. Smith

GLENN CATCHPOLE
6. FLOWERY CLOSE
HOTTEN NORFOLK
NR379RE

EXECUTED AS A DEED by
DENNIS JEANS (DEVELOPMENTS)
LIMITED acting by a Director and its
Secretary

)
)
)
)
)
Director

Secretary P Jeans

The Common Seal of
LEEDS BUILDING SOCIETY
was hereunto affixed in the presence of:-)
)
)

Shona Wright

Shona Wright
Mortgage Administration Team Leader
Customer Services

Duly Authorised by the Board of Directors

