

Dated 12 OCTOBER

2023

Broadland District Council

-and-

Norfolk County Council

**DEED OF VARIATION OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land off Wyngates, Blofield, Norwich

THIS DEED OF VARIATION is dated 12 OCTOBER 2023

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL, The Horizon Centre, Broadland Business Park, Peachman Way, Norwich NR7 0WF (referred to as "the Council")
- (2) NORFOLK COUNTY COUNCIL, County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH (referred to as "the County")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council and the County are local planning authorities for the area within which the Site is located.
- (B) Pursuant to the Original Agreement Norfolk Homes Limited has transferred the Adjoining Open Space to the Council.
- (C) The Parties have agreed to vary the Original Agreement so that the Adjoining Open Space may be used for purposes other than open space or other community purposes, and to allow buildings or structures to be erected on the Adjoining Open Space.
- (D) The Council wishes to ensure that open space provision within the Parish is secured and requires that this Deed and Appendix 1 to this Deed reflect that provision on the Adjoining Open Space Land and the Additional Open Space Land.
- (E) The Parish Council has the benefit of a Conditional Contract with the County for the transfer of the Additional Open Space Land.
- (F) The Council has the benefit of an Option Agreement with the County in respect of the Education Development Land.
- (F) 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 17 October 2013 made under Section 106 of the Act between the Norfolk Homes Limited (1) Anthony Stephen Ralph Rope (2) Barclays Bank PLC (3) and the Council (4) as varied by the Deed of Variation dated 9th October 2015 between (1) Broadland District Council and (2) Norfolk Homes Limited containing planning obligations enforceable by the Council relating to planning permission numbered APP/K2610/A/13/2198950

Parish Council Blofield Parish Council

2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 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 and the County.
- 2.2 The provision set out in Appendix 1 of this Deed is not a planning obligation for the purpose of section 106 of the 1990 Act and is entered into by the County pursuant to section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 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 as set out in 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 of this Deed the County will pay the Council's reasonable legal costs in connection with this Deed
- 4.2 the Council warrants that it has 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

**Schedule
Variation**

- 1 The Parties agree to vary the Original Agreement as follows:
 - 1.1 The definition of Adjoining Open Space is deleted from 1 Definitions and replaced with the following:

“The land indicatively shown edged blue on the Open Space Plan”
 - 1.2 A new definition of “Open Space Plan” is inserted into 1 Definitions as follows:

“The plan referenced NCC-1427Y attached to this deed showing indicatively the Education Development Land edged red and the Adjoining Open Space Land edged blue”
 - 1.3 A new definition of “Education Development Land” is inserted into 1 Definitions as follows:

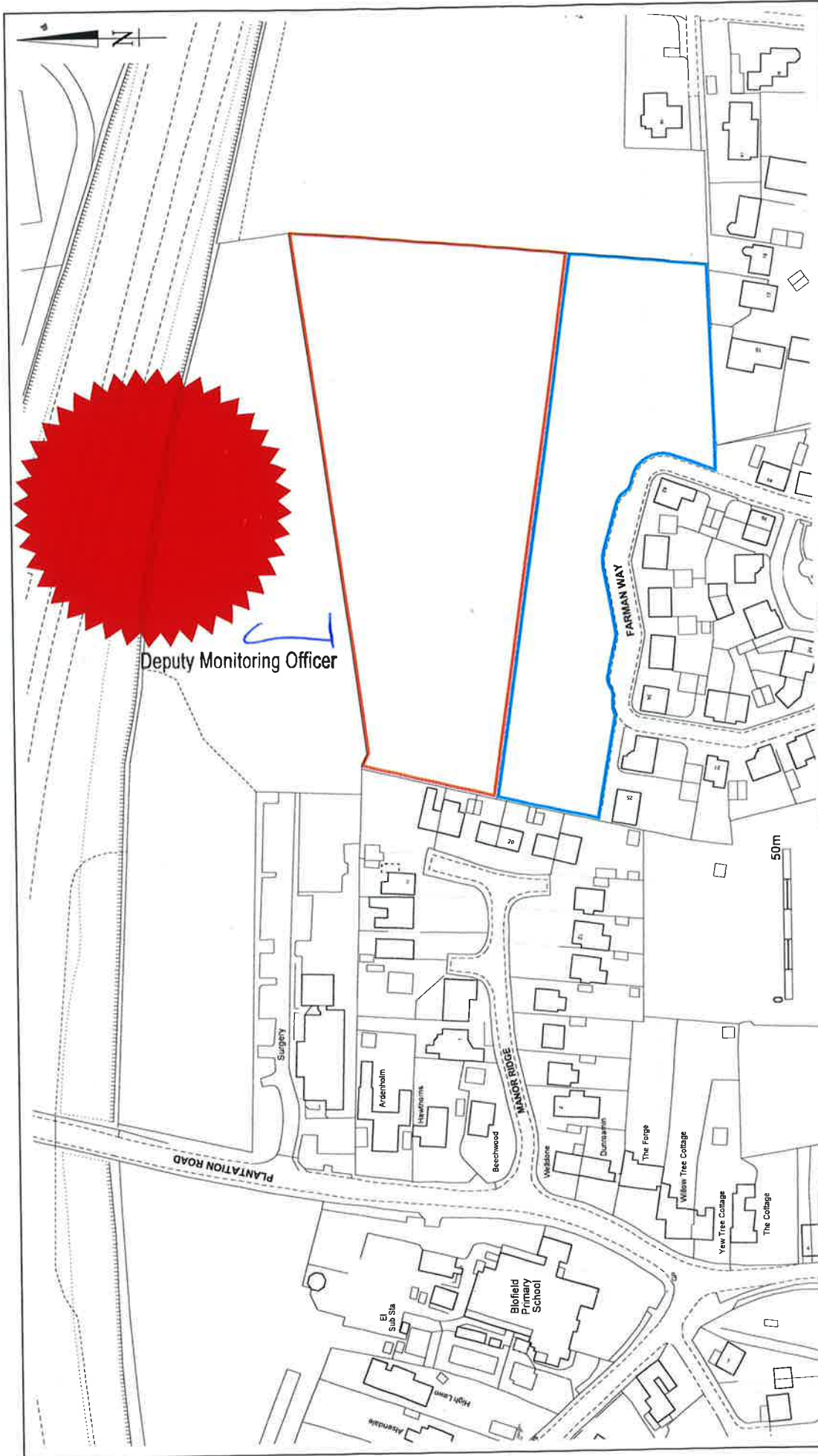
“The land indicatively shown edged red on the Open Space Plan having an area of approximately 1.23ha for the provision of a 2 Form Entry Primary School”
 - 1.4 A new definition of “Education Development” is inserted into 1 Definitions as follows:

“The provision of a 2 form entry primary school on the Education Development Land in accordance with planning permission FUL2022055”
 - 1.5 A new definition of “Additional Open Space” is inserted into 1 Definitions as follows:

9763

MWB

8450



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THIS MAP IS TAKEN FROM ORDNANCE SURVEY
DIGITAL DATA.
NATIONAL GRID REFERENCE: TG. 3369 0998

NPS Property Consultants Ltd,
on behalf of Norfolk County Council,
County Hall, Martineau Lane,
Norwich, NR1 2SF

NPS Property Consultants Ltd,
International Aviation Academy Norwich
Hangar 5, Anson Road,
Norwich, Norfolk NR6 6ED

Norfolk County Council

BLOFIELD - Land East of Plantation Road
Land Transfer from Broadland District Council to Norfolk County Council

Plan No.
NCC-1427Y

npsgroup

"The area shown on the Additional Open Space Plan for the provision of open space and community use land which is intended to be transferred subject to the provisions of the Conditional Contract from the County to the Parish Council in lieu of the Education Development Land"

- 1.6 A new definition of "Additional Open Space Plan" is inserted into 1 Definitions as follows:

"The plan referenced NCC-1427GG attached to this deed showing indicatively the Additional Open Space edged red"

- 1.7 A new definition of "Conditional Contract" is inserted into 1 Definitions as follows:

"means a contract between the County and Parish Council dated 18th August 2023 for the transfer of the Additional Open Space to the Parish Council.

- 1.8 A new definition of "Option Agreement" is inserted into 1 Definitions as follows:

"means the option agreement between the Council and County dated [12 OCTOBER 2023] for the transfer of the Education Development Land in the event that the County does not commence the Education Development within 3 years of the date of the transfer to the County of the Education Development Land.

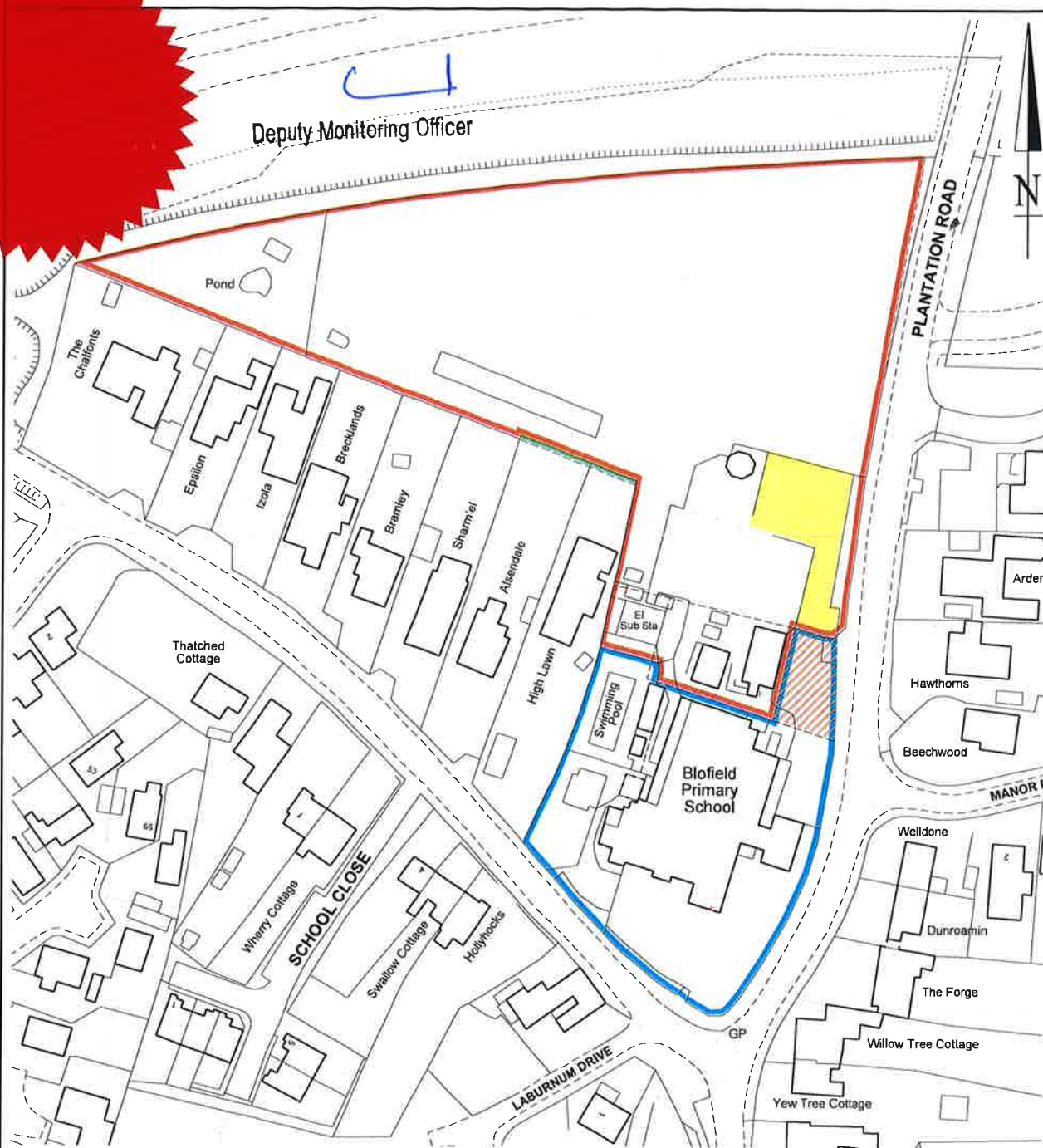
- 1.9 The Schedule Part 2 Paragraph 2.1 (a) (i) to (v) are deleted in full and subsequent provisions renumbered accordingly.

- 1.10 The Schedule Part 2 Paragraph 2.2 shall be deleted in full and replaced with the



Norfolk County Council

NPS Property Consultants Ltd,
on behalf of Norfolk County Council,
County Hall, Martineau Lane, Norwich, NR1 2SF



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BLOFIELD - Land West of Plantation Road

NPS Property Consultants Ltd,
International Aviation Academy Norwich
Hangar 5, Anson Road,
Norwich, Norfolk NR6 6ED

Scale 1:1250 at A4

Date AUGUST 2023

Plan No. NCC-1427GG

This map is taken from
Ordnance Survey digital
data.
National grid reference:
TG. 3341 1001

nps group

following new Paragraph 2.2

"On completion of the transfer of the Adjoining Open Space NHL shall pay to the Council the sum of £35,000 to be used for the provision of play facilities within the parish of Blofield and (ii) the sum of £111,724.60 towards the maintenance of the Adjoining Open Space and or the Additional Open Space."

- 1.11 The Schedule Part 2 Paragraph 5 shall be deleted in full and shall be replaced in as follows:

"In the event that the Education Development has not been commenced within 3 years of the date of the transfer of the Education Development Land to the County the County shall offer to transfer the Education Development Land to the Council PROVIDED THAT the County will not be required to remove or decommission any existing buildings and related works and the Council is under no obligation to accept the offer and FURTHER PROVIDED THAT the County shall offer to transfer the Education Development Land to the Council in accordance with the terms of the Option Agreement."

- 1.12 A new Appendix 1 is inserted after Schedule 2 as follows:

"Appendix 1

1. In the event that all the conditions contained in the Conditional Contract are met, the County shall transfer the Additional Open Space to the Parish Council in accordance with the terms of the Conditional Contract."

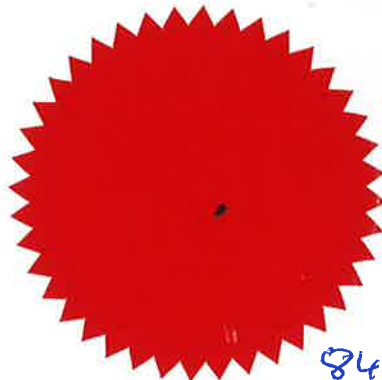
IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF Broadland District Council
was affixed in the presence of:

Authorised Signatory:

Deputy Monitoring Officer

Linda Matford



8456

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

THE COMMON SEAL OF
The Norfolk County Council
was affixed hereto in the presence of:

MUBB



9763

authorised for and on behalf of the Director of Legal Services (nplaw)
and this deed has been duly and properly executed
in accordance with the constitution of The Norfolk County Council

Authorised to sign on behalf of the
Director Legal Services (nplaw) & Monitoring Officer
Norfolk County Council

MUBB

Date: *12/10/23*