

DATED 7th October 2013

BROADLAND DISTRICT COUNCIL

- and -

WHERRY HOUSING ASSOCIATION LIMITED

DEED OF VARIATION

Of an Agreement under Section 106 of the
Town and Country Planning Act 1990
relating to the development of land to the
South of Dog Inn, Holt Road, Horsford, Norfolk

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

THIS DEED OF VARIATION is made the 7th day of October 2013

BETWEEN:-

- (1) **BROADLAND DISTRICT COUNCIL** ("the Council") of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU and
- (2) **WHERRY HOUSING ASSOCIATION LIMITED** ("the Owner") whose registered officer is at 3 Highbury Station Road London N1 1SE

WHEREAS:-

- (1) This Deed is supplemental to a Deed dated 22 August 2012 ("the Original Agreement") and a Deed of Variation dated 8 February 2013 ("the Second Agreement") made under Section 106 of the Town and Country Planning Act 1990 (as amended) and made between the Council (1) and R G Carter Farms Limited (2) containing planning obligations enforceable by the Council.
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area within which the Site is located
- (3) The Owner is the freehold owner of the Site which is registered at the HM Land Registry under title number NK426625
- (5) The Site is as defined in the Original Agreement
- (6) An application dated 1 May 2013 bearing reference number 20130566 ("the Second Application") was submitted to the Council in accordance with the Act for variation of condition 2 of Planning Permission reference 20120204 to vary the approved plans to alter roof line of Dwellings to plots 12-15
- (7) The Council has decided to grant the planning permission ("the Second Permission") in accordance with the Second Application subject to the Owner entering in to this Deed

- (8) Terms used in this Deed have the meaning ascribed to them in the Original Agreement and Second Agreement save as amended herein

NOW THIS DEED WITNESSES as follows:

1. This Deed is supplemental to the Original Agreement and the Second Agreement
2. The terms and conditions of the Original Agreement and the Second Agreement shall remain in full force and effect except as varied by this Deed and shall henceforth be fully applicable to the Development and binding on the Site as varied by this Deed
3. The parties hereto agree to vary the Original Agreement as follows:
 - 3.1 The definition of "the Application" in the Original Agreement shall be amended to include the Second Application
 - 3.2 The expression "the Planning Permission" in the Original Agreement shall be amended to include the Second Permission.
 - 3.3 In all other respects the contents of the Original and Second Agreement are confirmed and agreed.
4. The Owner hereby agrees to pay on or before the date of this Deed the Council's costs in connection with this Deed
5. This Deed is a Local Land Charge and shall be registered as such.

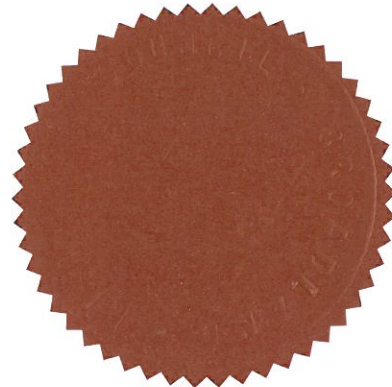
IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE COMMON DEAL of)
BROADLAND DISTRICT COUNCIL)
Was hereunto affixed)
In the presence of)

Authorised Officer

M. M. M. M.

Head of Democratic Services and
Monitoring Officer



EXECUTED as a DEED by)
WHERRY HOUSING ASSOCIATION)
LIMITED)
Acting by)

[Signature]
Director

[Signature]
Director / Secretary

