

DATED 2nd July 2014

NORFOLK COUNTY COUNCIL

- and -

BROADLAND DISTRICT COUNCIL

- and -

WICKERHOUSE LIMITED

DEED OF VARIATION

Of an Agreement under Section 106 of the
Town and Country Planning Act 1990
relating to land at Norwich Road Strumpshaw Norfolk

Head of Law
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

THIS DEED OF VARIATION is made the 2nd day of July 2014

BETWEEN:-

- (1) **NORFOLK COUNTY COUNCIL** ("the County Council") of County Hall
Martineau Lane Norwich Norfolk NR1 2DH
- (2) **BROADLAND DISTRICT COUNCIL** ("the Council") of Thorpe Lodge 1
Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU
- (3) **WICKERHOUSE LIMITED** (Co. Regn No. 08458779) ("the Current Owner")
whose registered office is situated at The Red House Orford Road Tunstall
Woodbridge Suffolk IP12 2 JN

WHEREAS:-

- (1) This Deed is supplemental to an Agreement dated 25th July 2011 and made under Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Original Agreement") and made between the County Council (1) the Council (2) the Hamper People Limited (3) ("the Original Owner") and National Westminster Bank PLC (4) ("the Mortgagee") containing planning obligations enforceable by the County Council and the Council
- (2) The County Council and the Council are Local Planning Authorities 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) By a Transfer dated 5th July 2013 and made between the Current Owner and the Original Owner the Site was transferred to the Current Owner in fee simple with title registered at HM Land Registry under title number NK409939 and the Current Owner accordingly is now the freehold owner of the Site the successor in title to the Original Owner and subject to the Original Agreement
- (4) The mortgage over the Site in favour of the Mortgagee was discharged on 21st May 2013

- (5) The Site is as defined in the Original Agreement
- (6) On 20th February 2013 the Council granted reserved matters approval under reference 20120751 in respect of the Application (as originally Defined in the Original Agreement) for the erection of 10 residential dwellings on the Site
- (7) On 10th March 2014 an application bearing reference number 20140426 was submitted to the Council in accordance with the Act for the demolition of an office building and the erection of a further 3 residential dwellings on that part of the Site crosshatched in red on Plan 3 annexed hereto ("the Second Application")
- (8) The Council has decided to grant planning permission ("the Second Planning Permission") in respect of the Second Application subject to the Owner entering in to this Deed (and accordingly and for the avoidance of any doubt the combined effect of the Planning Permission (as Defined in the Original Agreement) and of the Second Planning Permission will be to authorise the erection of thirteen (13) residential dwellings on the Site)
- (9) Terms used in this Deed have the meaning ascribed to them in the Original Agreement save as amended herein

NOW THIS DEED WITNESSES as follows:

- 1 This Deed is supplemental to the Original Agreement
- 2 The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed and shall henceforth be fully applicable to the Development (as Defined in the Original Agreement and varied by this Deed) and binding on the Site as varied by this Deed
- 3 The parties hereto agree to vary the Original Agreement as follows:
 - 3.1 In clause 1 (Interpretation and Definitions).

3.1.1 The definition of "the Affordable Housing Overall Provision" shall be amended to read "the provision of four (4) of the Residential Units on the Site as Affordable Housing Units"

3.1.2 The definition of "Application" shall be amended by the addition of the words "and the detailed planning permission granted there under bearing reference 20120751"

3.1.3 The definition of "Development" shall be amended to read "the development permitted by the Planning Permission and the Second Planning Permission"

3.1.4 The reference to and definition of "Intermediate Rental Units" shall be deleted in its entirety

3.1.5 The reference to and definition of "Market Rent" shall be deleted in its entirety

3.1.6 After the reference to and definition of "Plan 2" there shall be inserted a new definition reading

"Plan 3"

The plan annexed to a Deed of Variation dated ^{2nd July}~~June~~ 2014 and thereon marked "Plan 3"

3.1.7 After the reference to and definition of "Residential Unit" there shall be inserted a new definition reading

"Second Application" The application for planning permission for that part of the Site shown crosshatched in red on Plan 3 for the erection of three (3) residential dwellings received on 10th March 2014 under reference 20140426

3.1.8 After the (newly inserted) reference to and definition of "Second Application" there shall be inserted a new definition reading

"Second Planning
Permission"

The planning permission to be granted pursuant to the
Second Application

- 3.1.9 The reference to and definition of "Shared Ownership Dwellings shall be deleted in its entirety
- 3.1.10 The reference to and definition of "Shared Ownership Lease" shall be deleted in its entirety
- 3.2 In sub clauses 2.5.1 and 2.5.2 after the words "the Planning Permission" there shall be inserted "and the Second Planning Permission"
- 3.3 In sub clause 4.2 any reference to the Mortgagee and its address for service shall be deleted
- 3.4 In sub clause 12.1 the words "save for the Mortgagees charge" on the third line shall be deleted
- 3.5 Clause 17 (and therefore sub clause 17.1) shall be deleted in its entirety
- 3.6 In the second line of paragraph 1.1 of Schedule 1 and after the word "Permission" there shall be inserted the words "or the Second Planning Permission"
- 3.7 In the first line of paragraph 1.4 of Schedule 1 the figure "75%" shall be deleted and replaced by the figure "seven (7)"
- 3.8 In the fourth line of paragraph 1.4 of Schedule 1 and after the words "within the Development" there shall be inserted the words "and in accordance with the Affordable Housing Overall Provision"
- 3.9 In the fifth line of paragraph 1.4 of Schedule 1 the words "where appropriate" shall be deleted

- 3.10 The words "or shall be required to sell a further and/or final tranche of equity to a tenant pursuant to the terms of any Shared Ownership Lease granted in respect of such Unit" shall be deleted from paragraph 1.8 of Schedule 1
- 3.11 In all other respects the contents of the Original Agreement are confirmed and agreed.
- 4 The Owner hereby agrees to pay on or before the date of this Deed the Council's proper legal costs in connection with the negotiation preparation and completion of this Deed
- 5 This Deed is a Local Land Charge and shall be registered as such.
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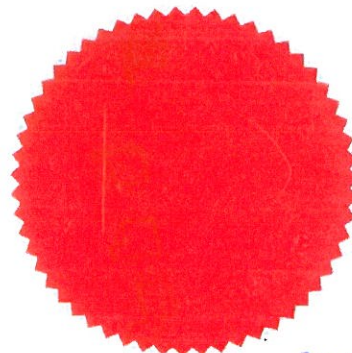
IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

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

Head of Law

Shunne

authorised to sign
on behalf of: HEAD OF LAW



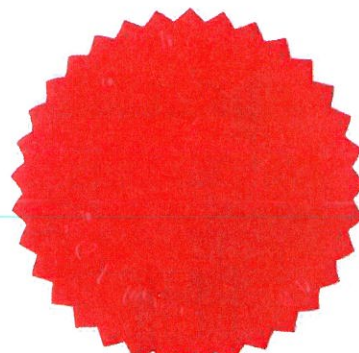
36698

THE COMMON SEAL of
BROADLAND DISTRICT COUNCIL

Was hereunto affixed in the presence of:-

M. M. M. M.

DEMOCRATIC
Head of Corporate Services
and Monitoring Officer



7373

THE COMMON SEAL of
WICKERHOUSE LIMITED

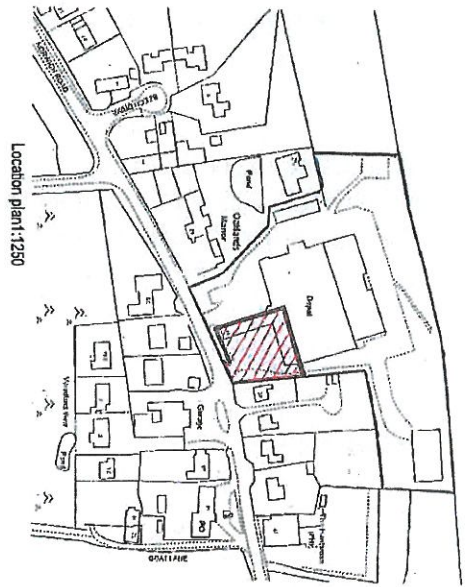
was hereunto affixed in the presence of:-

Director

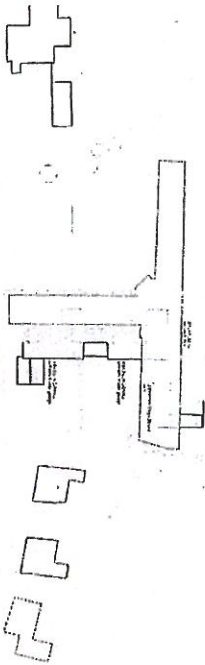
[Signature]

Secretary

Sardhiggins

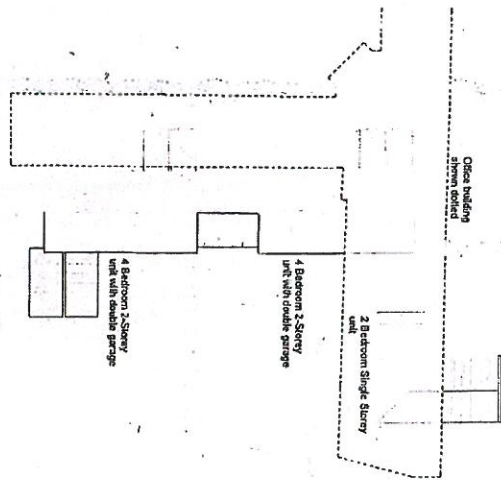


Location plan 1:250

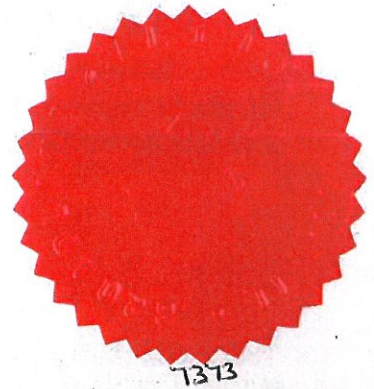


Site 1
20100395

Site layout 1:500



Site layout 1:200



M. Munn

Head of Democratic Services and
Monitoring Officer

PLAN 3

NOTES:

authorised to sign
on behalf of: HEAD OF LAW

C. Hunter

36698

BROADLAND
DISTRICT COUNCIL
10 REC 2014
20140425
PLANNING CONTROL

client: Wickhouse Ltd
architectural designs limited
Scale: as shown
798/01
DATE: Feb 2013
No