

DATED 29 September 2015

BROADLAND DISTRICT COUNCIL

- and -

DEREK INGRAM LIMITED

DEED OF VARIATION

Of an Agreement under Section 106 of the
Town and Country Planning Act 1990
relating to the development of land adjacent
to 24 Norwich Road, Salhouse, Norfolk

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

Do not date

THIS DEED OF VARIATION is made the 29 day of September 2015

BETWEEN:-

- (1) **BROADLAND DISTRICT COUNCIL** ("the Council") of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU and
- (2) **DEREK INGRAM LIMITED** (company number 01029730) whose registered office is at Unit 6, Pinetrees Road, Norwich, NR7 9BB ("the Owner")

Together the "Parties"

WHEREAS:-

- (1) This Deed is supplemental to a Deed dated 9 April 2015 ("the Original Agreement") made under Section 106 of the Town and Country Planning Act 1990 (as amended) and made between the Council (1) Trustees of the J Cator 1984 Settlement **Henry Greville Cator** and **Sara Elizabeth Cator** ("the Previous Owner") (2) and Derek Ingram Limited (3) 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 acquired the site from the Previous Owner on 5th May and is the freehold owner of the Site which is now registered at the HM Land Registry under title number NK447484 having been registered under title number NK313703 at the date of the Original Agreement.
- (5) The Site is as defined in the Original Agreement
- (6) The Parties have agreed to vary the original Agreement by reducing the sum required for the Open Space Contribution.

- (7) 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:

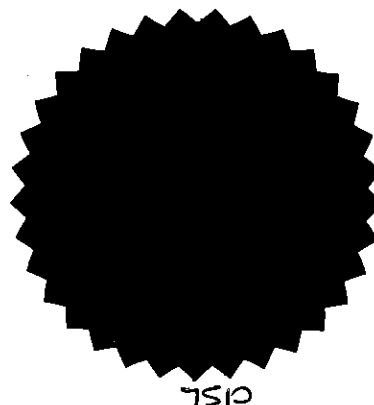
1. This Deed is supplemental to the Original Agreement;
2. The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this Deed and shall henceforth be fully applicable to the Development and binding on the Site as varied by this Deed
3. The Parties agree to vary the Original Agreement as follows:
 - 3.1 The definition of "Open Space Contribution" in the Original Agreement shall be deleted and substituted to read;

"the sum of £21,500 subject to the Inflation Provision"
 - 3.2 The Open Space Contribution Table in clause 1 of the Third Schedule in the Original Agreement shall be deleted in its entirety.
 - 3.3 In all other respects the contents of the Original Agreement are confirmed and agreed save that the Owner is now the owner of the Site in place of the Previous Owner.
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. Muen
Head of Democratic Services and
Monitoring Officer

Signed as a Deed by)
DEREK INGRAM LIMITED)
acting by a director)
in the presence of:)

Director:)

D. I. *John Ingram*

Witness)

[Signature] *SUSAN CBILL*

name:

address:

occupation:

11 DESBOROUGH WAY
NORWICH NR7 0RR
OFFICE MANAGER.