

Dated 28th June 2022

Broadland District Council

-and-

Badger Building (E. Anglia) Limited

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

relating to land adjacent to 20 Yarmouth Road, Blofield, Norwich

THIS DEED OF VARIATION is dated

28th June

2022

PARTIES:

- 1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU (referred to as "the Council")
- (2) BADGER BUILDING (E. Anglia) Limited Company number 02407008 whose registered office is at The Sett Lodge Lane, Blundeston, Lowestoft, Suffolk, United Kingdom, NR32 5ED (referred to as "the Developer")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is local planning authority for the area within which the Site is located
- (B) The Parties have resolved to vary the repayment provision in respect of the Off-Site Formal Recreational Open Space Contribution and so by way of entering into this Deed.
- (C) 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 29 July 2015 made under Section 106 of the Act between the Council (1) and the Developer (2) containing planning obligations enforceable by the Council relating to title number NK436916 shown edged red on the Plan attached thereto. |
|--------------------|--|

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
- 2.2 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

Schedule Variation

1 The Parties agree to vary the Original Agreement as follows:

1.1 The word “five” in Schedule 3 paragraph 2.2 of in the Original Agreement is deleted and the word “ten” is substituted in its place to read as follows:

“In the event that the Off-Site Formal Recreational Open Space Contribution has not been committed (by way of contract or expenditure of the monies) within ten years of receipt of payment to refund any unspent balance of the Off-Site Formal Recreational Open Space Contribution to the payer together with any interest accrued”.

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



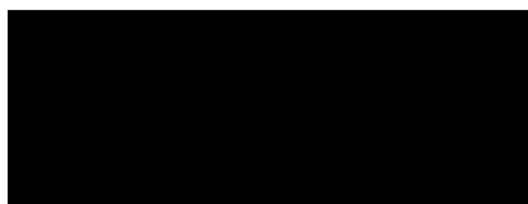
Deputy Monitoring Officer



8215

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

EXECUTED AS A DEED by
Badger Building (E. Anglia) Limited
acting by a Director in the presence of:



Witness Signature



Witness Name *MAXINE BARKLEY*

Witness Address *40 The Sells, Lodge Lane, Blundeston, Louth NR32 5ED*

Witness Occupation *Secretary*

