

Dated

12th SEPTEMBER

2023

BROADLAND DISTRICT COUNCIL

-and-

HATCH HOMES (BLOFIELD) LIMITED

-and-

GOLDENTREE FINANCIAL SERVICES PLC

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

Relating to the former piggeries, Manor Farm,
Yarmouth Road, Blofield, Norfolk

This DEED OF VARIATION is dated 12th SEPTEMBER 2023

BETWEEN:

- (1) **BROADLAND DISTRICT COUNCIL** of The Horizon Centre, Broadland Business Park, NR7 0WF (referred to as 'the Council');
- (2) **HATCH HOMES (BLOFIELD) LIMITED** (Company Registration number 13757356) whose registered office is at Sixty Six, North Quay, Great Yarmouth, Norfolk NR30 1HE (referred to as "the Owner"); and
- (3) **GOLDENTREE FINANCIAL SERVICES PLC** (Company Registration number 04179323) whose registered office is at The Spectrum 56-58 Benson Road, Birchwood, Warrington, Cheshire WA3 7PQ (referred to as "the Mortgagee")

together referred to as "the Parties"

NOW IT IS AGREED as follows:

1. Definitions and interpretation

- 1.1. In this deed the following words and expressions have the following meanings:
 - 1.1.1. '**Original Agreement**' means an agreement dated 19 September 2016 and made between the Council (1), Mr and Mrs G H Pointer (2) and Lloyds Bank PLC (3) containing planning obligations enforceable by the Council relating to planning permission numbered 20150262
 - 1.1.2. '**New Permission**' means the planning permission to be granted by the Council to planning permission numbered 20230017
- 1.2. In this deed:

- 1.2.1. The headings are for convenience only and do not affect its construction or interpretation and references to a clause are references (unless otherwise stated) to a clause in this deed
- 1.2.2. The parties agree that the expressions in this Deed have the meaning ascribed to them in the Original Agreement save as expressly provided in this Deed
- 1.2.3. Where reference is made to a clause, part, plan, paragraph, recital or schedule such reference (unless the context requires otherwise) is a reference to a clause, part, plan, paragraph, recital or schedule of or to (or in the case of Plan attached to) this Deed
- 1.2.4. Words of one gender include all other genders and any reference to a person includes a reference to a company authority board department or other body
- 1.2.5. If an obligation is owed to or by more than one person that obligation is owed to or by those persons separately jointly or in any combination
- 1.2.6. Any obligation on a party to do any act or thing includes an obligation to procure that it is done and any obligation not to do any act or thing includes an obligation not to permit the doing of the act or thing
- 1.2.7. Any consent approval authorisation or notice required or given under this deed will only take effect if given in writing
- 1.2.8. References to 'statute' are references to any statute or statutory provision for the time being in force and any regulations orders byelaws or other subordinate legislation made under any such statute or statutory provision from time to time

- 1.2.9. Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it

2. Recitals

- 2.1. The Council is a local planning authority for the purposes of this Deed for the area within which the Site located and by whom terms of the Original Agreement and this Deed are enforceable
- 2.2. The Owner has applied for the New Permission and the Council has resolved to grant the New Permission provided the Parties enter into this Deed
- 2.3. The Owner owns the freehold of that part of the Site registered under title number NK521049 and that part of the Site registered under title number NK520660
- 2.4. The Mortgagee is the proprietor of a charge dated 24 May 2022 over title number NK521049 and title number NK520660
- 2.5. The Original Agreement was entered into on 19 September 2016 in connection with the Permission
- 2.6. This deed is supplemental to the Original Agreement
- 2.7. The Parties have agreed to vary the Original Agreement by the making of the changes specified in the Schedule to this deed
- 2.8. The terms and conditions of the Original Agreement shall remain in full force and effect except as varied by this deed.

3. Construction of this Deed

- 3.1. This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 and Section 106A of the 1990 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 1990 Act enforceable by the Council.

4. Variation of Original Agreement

- 4.1. With effect from the date of this Deed, the Parties agree to vary the Original Agreement as specified in the Schedule to this deed and will take effect and be read and construed accordingly
- 4.2. The Parties confirm that in all other respects the contents of the Original Agreement, except as varied by this deed, are to continue in full force and effect and shall continue to bind the Site

5. Mortgagee's Consent

- 5.1. The Mortgagee consents to this Deed so that its interests in the Site is bound by the obligations contained in this Deed and agrees that its security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Site (and for the avoidance of doubt any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed).

6. Miscellaneous

- 6.1. If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed to be affected or impaired.

- 6.2. A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
- 6.3. This Deed shall be governed by and construed in accordance with the laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts.
- 6.4. On completion of this Deed, the Owner will pay the Council's reasonable legal costs in connection with this Deed
- 6.5. The Owner warrants that he has full power to enter into this Deed and there is no other person (other than the Mortgagee) whose consent is necessary to make this Deed binding on the Site

SCHEDULE

Changes to be made to the Original Agreement

1. The Parties agree to vary the Original Agreement as follows:
 - 1.1. Paragraph 1.3 of the First Schedule of the Original Agreement shall be deleted in its entirety and replaced with the following:
 - 1.3 Not to Occupy more than five Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and are owned by a Registered Provider in accordance with and subject to the following terms:
 - a) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
 - b) with the benefit of all necessary easements, rights and utilities; and
 - c) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council the registration of a restriction to secure compliance with the Recycling Obligation

IN WITNESS whereof the parties hereto have executed this instrument as their Deed and it is the parties' intention that this Deed be delivered and it is hereby delivered on the date first before written.

The COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was affixed in the presence of:)
Monitoring Officer



Authorised signatory: *[Signature]*
and this deed has been duly and properly executed
in accordance with the constitution of Broadland District Council

EXECUTED as a DEED by)
HATCH HOMES (BLOFIELD) LIMITED)
acting by a director in the presence of:)

.....
Director



Witness Signature:



Witness Name:

Witness Address:

**HOWES PERCIVAL LLP
FLINT BUILDINGS
1 BEDDING LANE
NORWICH NR3 1RG**

EXECUTED AND DELIVERED AS A DEED)
by GOLDENTREE FINANCIAL SERVICES PLC)
acting by:)

Director:



Company Secretary:

