

Dated 02 MAY 2017

Broadland District Council

-and-

Julie Sheila Green

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

relating to land off Woodbastwick Road,
Blofield, Norfolk

THIS DEED OF VARIATION is dated

02 MAY

2017

PARTIES:

- (1) Broadland District Council of Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 0DU (referred to as "the Council")
- (2) Julie Sheila Green of 14 Avondale Close, Lingwood, Norwich, Norfolk, NR13 4BG (referred to as "the Owner")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) The Owner owns the freehold of the Site
- (C) The PPAP Pension Fund has applied for the New Permission and the Council has resolved to grant the New Permission provided the parties enter into this Deed.
- (D) 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 7 th February 2017 made under Section 106 of the Act between the Council (1) and the Owner (2) containing planning obligations enforceable by the Council relating to planning permission numbered NK318292
New Permission	The planning permission to be granted by the Council for residential development and allocated reference

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

4. OTHER PROVISIONS

- 4.1 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed
- 4.2 the Owner warrants that he has full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Site

SCHEDULE

Variation

1. The parties agree to vary the Original Agreement as follows:
 - 1.1 the definition of "Permission" shall be deleted and replaced with the following:

"Permission" means the planning permission's granted by the Council for:

 - a) residential development and allocated reference number 20161577
 - b) residential development and allocated reference number 20170207

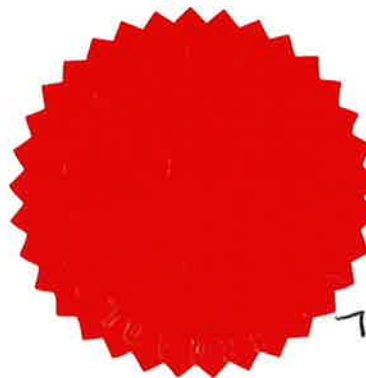
or if the Council agrees (in its absolute discretion) in writing such other planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development
 - 1.2 to amend clause 1.2 of Schedule 2 so that the word "fourth" is replaced with "fifth" with the remainder of the clause preserved intact.

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 Signatory

M. Mue
Head of Democratic Services and
Monitoring Officer



Executed as a Deed by)

Julie Sheila Green) *Julie Green*

In the presence of)

Witness name (IN BLOCK CAPITALS)

SHARON BALL

Witness signature

S. BALL

Address

*2 AVONDALE CLOSE
LINGWOOD
NORWICH
NR13 4BG*