

Dated 19<sup>th</sup> DECEMBER

2019

BROADLAND DISTRICT COUNCIL

-and-

ABEL HOMES LIMITED

**DEED OF VARIATION OF PLANNING OBLIGATION  
UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990**  
relating to land east off Beech Avenue Taverham Norfolk

THIS DEED OF VARIATION is dated 19<sup>th</sup> DECEMBER

2019

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU (referred to as "the Council")
- (2) **ABEL HOMES LIMITED** (Company number 2087224) whose registered office is at Neaton Business Park (North), Norwich Road, Watton, Thetford, Norfolk, IP25 6JB (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 has applied to the Council for the Original Agreement to be varied and the Council have agreed provided the Parties enter into this Deed
- (C) The Owner owns the freehold of the Site having acquired it following completion of the Original Agreement
- (D) The expressions in this Deed have the meaning ascribed to them in the Original Agreement save as expressly provided in this Deed
- (E) This Deed is required to give effect to amended provisions relating to part of the Site so as to provide the Registered Provider with an acceptable outcome

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Original Agreement	An agreement dated 28th September 2018 made under Section 106 of the Act between the Council (1) David John Draper and Richard Eric Betts (2) and ESCO Developments Limited (3) containing planning
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obligations enforceable by the Council (as varied by the Deed of Variation) relating to planning permission numbered 20172148

## **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 is 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 it 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

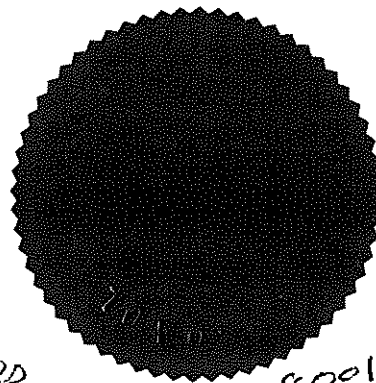
## **Schedule Variation**

- 1 The Parties agree to vary the Original Agreement (as varied) as follows:
  - 1.1 In the definition of "Open Space" in Schedule 3 the number "2.21" shall be deleted and replaced by the number "1.53"
  - 1.2 In the definition of "Open Space" in Schedule 3 the words "and a further 0.68 hectares of land suitable to be used as public open space" shall be added after the word "infrastructure" at the end of the definition of Open Space

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:

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)  
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Authorised Signatory:

C M Mockford  
8001  
Deputy Monitoring Officer

**EXECUTED AS A DEED by**  
**ABEL HOMES LIMITED**  
acting by

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