

Dated 11<sup>th</sup> July

2019

Broadland District Council

-and-

Norfolk County Council

- and -

Cripps Developments Limited

- and -

Lloyds Bank PLC

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

relating to land at former Little Plumstead Hospital,  
Little Plumstead, Norfolk

THIS DEED OF VARIATION is dated

11<sup>th</sup> July

2019

**PARTIES:**

- (1) BROADLAND DISTRICT COUNCIL, Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk NR7 0DU ("the Council")
- (2) NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH (referred to as "the County Council")
- (3) CRIPPS DEVELOPMENTS LIMITED, (Company number 04081629) whose registered office is at Dencora House, Blyburgate, Beccles, Suffolk NR34 9TQ (referred to as "the Owner")
- (4) LLOYDS BANK PLC, (Company number 2065) of Dept. 1355, Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ (referred to as "the First Mortgagee")

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 County Council is a local planning authority the local education authority and the local highway authority for the County of Norfolk
- (C) 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
- (D) The Owner owns the freehold of the Site as successor in title to the Secretary of State for Health (who owned the freehold of the Site at the date the Original

Agreement was entered into and was accordingly a party to that Deed)

- (E) The First Mortgagee and the County Council each has a charge over the Site
- (F) 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 13 <sup>th</sup> January 2016 made under Section 106 of the Act between the Council (1) the County Council (2) and the Secretary of State for Health (3) containing planning obligations enforceable by the Council and the County Council relating to planning permission numbered 20130906 as varied by the Supplemental Agreement dated 21 <sup>st</sup> November 2016 and made between the Council (1) the County Council (2) and the Owner (3) the Secretary of State for Health (4) and Lloyds Bank Plc (5)
--------------------	--

New Permission	The planning permission to be granted by the Council and allocated reference number 20171008
----------------	--

## **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 and the County 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

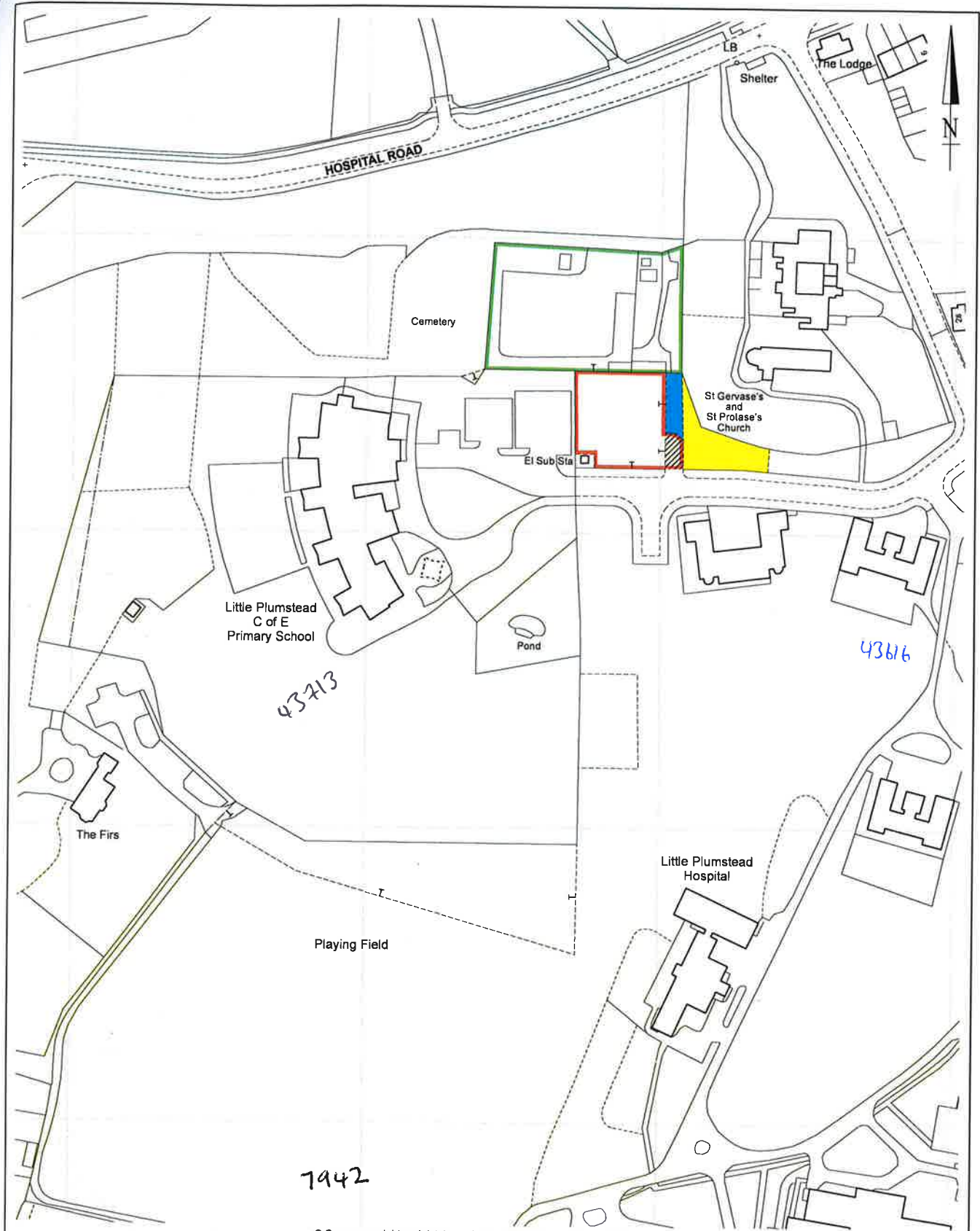
### **4. OTHER PROVISIONS**

- 4.1 On completion the Owner will pay the Council's and the County 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 or body (other than the First Mortgagee and the County Council as a chargee) whose consent is necessary to make this Deed binding on the Site

### **5. MORTGAGEE CONSENT**

The First Mortgagee and the County Council as a chargee both consent to this Deed so that their respective interests in the Site are bound by the obligations contained in this Deed and both agree that their security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT neither the First Mortgagee nor the County Council as a chargee are required to observe or perform the obligations in this Deed unless either takes possession of the Site. (For the avoidance of doubt any person acquiring title to all or part of the Site as a result of the First Mortgagee or the County Council as a chargee enforcing its security (as the case may be) will be bound by the terms of this Deed.)

# Replacement Plan 1.



© Crown copyright and database rights 2018 Ordnance Survey 100019340

THIS MAP IS TAKEN FROM ORDNANCE SURVEY DIGITAL DATA.  
NATIONAL GRID REFERENCE: TG. 3069 1084

Scale 1:1250 at A3

Date OCTOBER 2018

Plan No.

NCC-1202



**Norfolk** County Council

NPS Property Consultants Ltd,  
on behalf of Norfolk County Council,  
County Hall, Martineau Lane,  
Norwich, NR1 2SF.

NPS Property Consultants Ltd,  
Nautilus House,  
10 Central Avenue,  
St Andrews Business Park,  
Norwich, NR7 0HR.

nps group

LITTLE PLUMSTEAD - Hospital Road

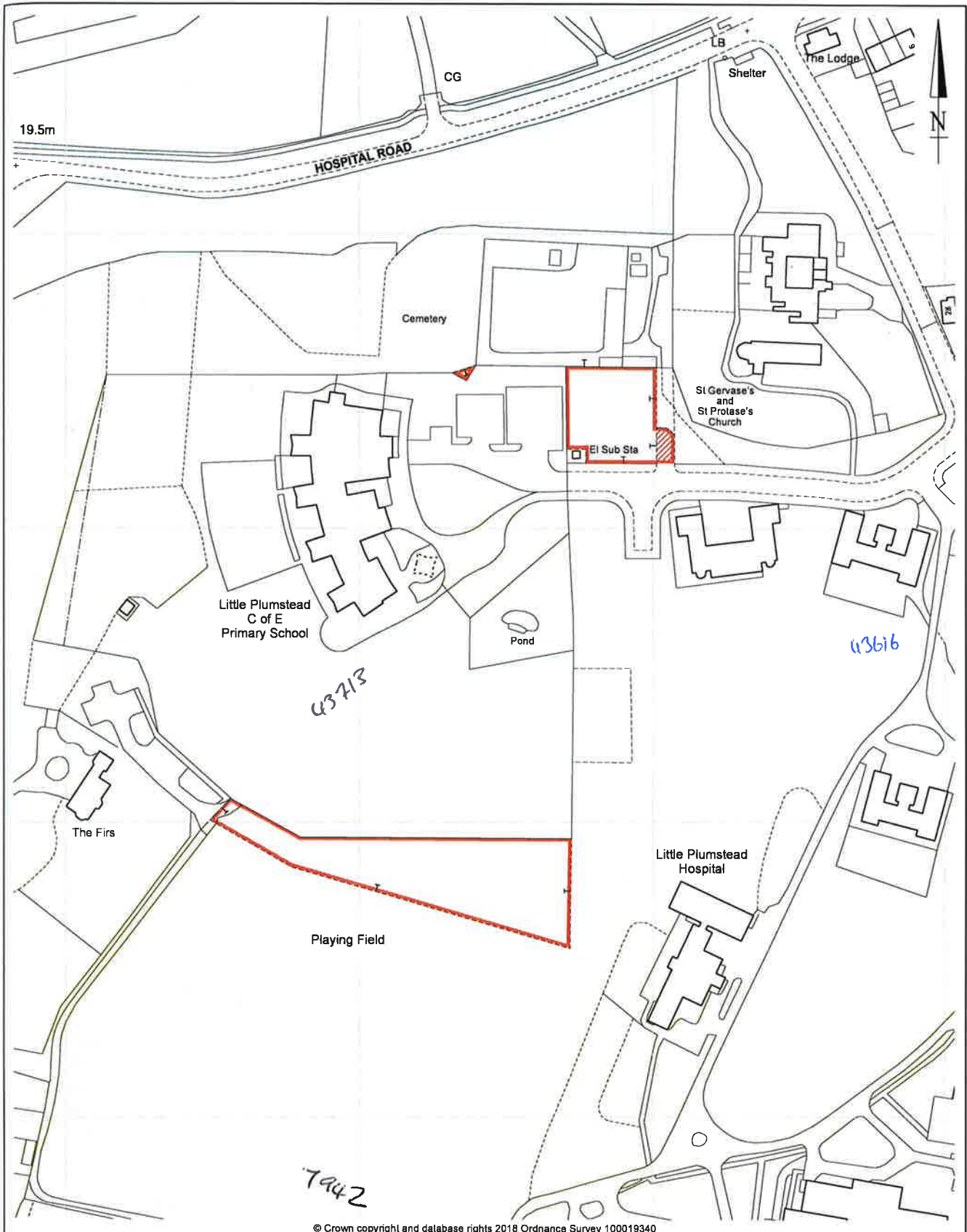
*5/2/2018*



*3/2/2018*

*[Signature]*

*[Signature]*

# Replacement Plan 2



THIS MAP IS TAKEN FROM ORDNANCE SURVEY DIGITAL DATA. NATIONAL GRID REFERENCE: TG. 3069 1084		NPS Property Consultants Ltd, Nautilus House, 10 Central Avenue, St Andrews Business Park, Norwich, NR7 0HR.
Scale 1:1250 at A3	 <b>Norfolk</b> County Council	NPS Property Consultants Ltd, on behalf of Norfolk County Council, County Hall, Martineau Lane, Norwich, NR1 2SF.
Date JUNE 2018		
Plan No. NCC-1124E	LITTLE PLUMSTEAD - Hospital Road C of E Primary School - Acquisition Land	

*50skill*

*3000*

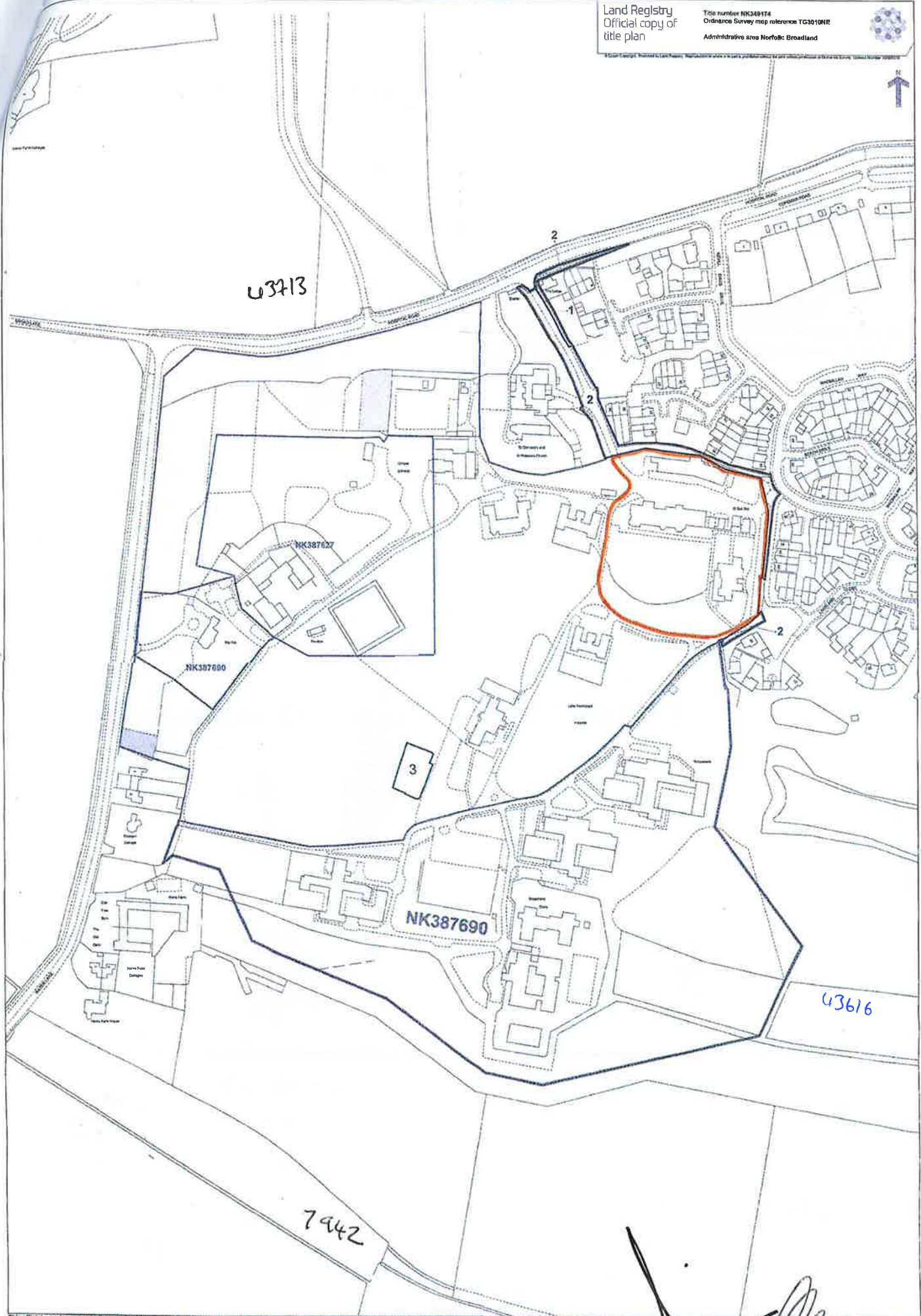
*[Handwritten signature]*

Land Registry  
Official copy of  
title plan

Title number NK387174  
Ordnance Survey map reference TG3010NE  
Administrative area Norfolk: Broadland



W3713



This official copy issued on 23 December 2016 shows the state of this title plan on 23 December 2016 at 11:49:36. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by Land Registry, Durham Office.

*Taskill*

*3000*

*[Signature]*

Plans (27)

## **Schedule**

### **Variation**

The Parties agree to vary the Original Agreement as follows:

- a. Plan 1 attached to the Original Agreement shall be deleted and replaced with the revised plan attached hereto and marked "the Replacement Plan 1"
- b. Plan 2 attached to the Original Agreement shall be deleted and replaced with the revised plan attached hereto and marked "the Replacement Plan 2"  
(and for the avoidance of any doubt the reference to Plan 2 in the Definition of "School Extension Site" at Part 1 of the Seventh Schedule to the Original Agreement shall be read and construed as referring to the Replacement Plan 2).
- c. A new definition shall be added as follows:  
"Plan 3 the plan attached to this Deed at the First Schedule marked "Plan 3"
- d. The heading to the First Schedule shall be amended to read:  
"First Schedule  
Replacement Plan 1 and Replacement Plan 2 and Plan 3 and Site Boundary  
Plan"
- e. The attached Replacement Plan 1 and Replacement Plan 2 and "Plan 3" shall be inserted into the First Schedule of the Original Agreement
- f. The definition of "The Old Hall" shall be amended at the second line by the deletion of the words "Plan1" and their replacement with "Plan 3"
- g. The Definition of "Walled Garden Land" in the Fourth Schedule of the Original Agreement shall be deleted in its entirety and replaced with the following Definition:

““Walled Garden Land” an area of land shown for identification purposes on Replacement Plan 1 edged in green and coloured blue and yellow to be retained for community use and transferred to the Parish in accordance with the requirements of paragraphs 3 and 4 of this Fourth Schedule”

h. Paragraph 3 of the Fourth Schedule to the Original Agreement shall be amended to read:

“3. To complete the transfer the Walled Garden Land to the Parish on such date as the Parish may request following 10 Working Days prior written notice upon the following terms:

- i. With full title guarantee and with vacant possession
- ii. With all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the land transferred for community use, for vehicular use and access and for car parking on that part of the Walled Garden Land coloured yellow on the Replacement Plan 1 and free from all encumbrances restrictions and easements which might affect such use or result in additional cost or liability to the Parish not normally associated with such use of the Walled Garden Land for a nominal sum of £1 (one pound) and subject to a restriction on the future use of the Walled Garden Land for community purposes vehicular access and car parking by the general public.
- iii. All reasonably and properly incurred legal costs and land registry disbursements in the transfer of the Walled Garden Land shall be met and paid for by the Owner

i. There shall be inserted a new paragraph 4 at the Fourth Schedule of the Original Agreement to read as follows:

“4. WALLED GARDEN LAND – Vehicular Access.

By no later than 6 months from the date of the transfer of the Walled Garden Land to the Parish in accordance with the requirements of Paragraph 3 of this Fourth Schedule to carry out and complete at the entire expense of the Owner and to the satisfaction of the Council <sup>and County Council</sup> (acting reasonably) such works as are required <sup>and that (and hatched brown</sup>

(a) to that part of the Walled Garden Land coloured blue ("the blue land") <sup>^</sup> on the Replacement Plan 1 to bring it up to a standard suitable for use by motor vehicles

(b) to provide surface water and foul drainage and gas, water, electricity and telecommunication services of sufficient capacity reasonably required for the use intended of the Walled Garden Land across the blue land and provided to the boundary of that part of the Walled Garden Land outlined in green on the Replacement Plan 1"

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 the Broadland District Council )  
was affixed in the presence of: )



7942

Authorised Signatory *LM Moleford*  
*Deputy Monitoring Officer*

THE COMMON SEAL of the Norfolk County Council )  
was affixed in the presence of: )



43616

*JAMES CROSSWILL*  
*J Crosswill*

Authorised to sign on behalf of Chief Legal Officer

Chief Legal Officer

EXECUTED AS A DEED by  
Cripps Developments Limited  
in the presence of:

Director:

*[Signature]*  
)  
)  
*[Signature]*

Director/Secretary:

Executed as a Deed by  
as Attorney for and on behalf of

**LLOYDS BANK PLC**

in the presence of:

*NEL BROWNING*

*c/o 3 QUEEN STREET*

*NORWICH*

) *3 Castle*  
) *3 Castle*