

THIS DEED OF VARIATION dated the 5th day of March 2002 is made **BETWEEN:**

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk ("the Council")
- (2) **OVERPLAN SERVICES LIMITED** whose registered office is at 2, The Close, Norwich, Norfolk, NR1 4DR ("the First Owner") and
- (3) **ROBERT PAUL SIBLEY AND KIRSTEN VICTORIA FRANCESCA RILEY** both care of 74 The Close, Norwich, Norfolk, NR1 4DR ("the Second Owner")

WHEREAS:

- A This Deed is supplemental to an Agreement dated 25th April 2001 ("the Original Agreement") made between the Council (1) and Anthony Russell Brooks (2) pursuant to Section 106 of the Town and Country Planning Act 1990.
- B On 9th July 2001 the First Owner and the Second Owner purchased from Anthony Russell Brooks the entirety of the freehold land at Chapel Farm, Tuttington, Norfolk which was registered at HM Land Registry under Title Nos NK255208 and NK254986 but which is now registered under Title Nos NK268725 NK268726 NK266140 and NK266143 all of which land is shown for the purpose of identification only edged red on the plan attached to the Original Agreement.
- C The Original Agreement at clause 5(c) (i) referred to the Allocated Housing Land (as defined in the Original Agreement) being located "as shown coloured green on the Plan".
- D The Council and the First Owner and the Second Owner have agreed that the location of the Allocated Housing may be changed to the location shown edged red on the plan attached to this Agreement.

1. VARIATION

- 1.1 The Council and the First Owner and the Second Owner agree that with effect from the date of this Agreement the Original Agreement shall be varied whereby clause 5(c) (i) shall be deemed to refer to the Allocated Housing Land in the position shown edged red on the plan attached to this Agreement rather than in the position shown coloured green on the plan attached to the Original Agreement.
- 1.2 The Council and the First Owner and the Second Owner agree that Plot 5 as marked on the plan attached to this Agreement will not be occupied until the joint access to the former chapel and plot 5 (as shown edged blue on the attached plan) has been completed and approved in accordance with details approved by the Council
- 1.3 The Original Agreement shall remain in full force and effect in all other respects.

THE COMMON SEAL of)
BROADLAND DISTRICT)
COUNCIL was hereunto affixed)
in the presence of:)

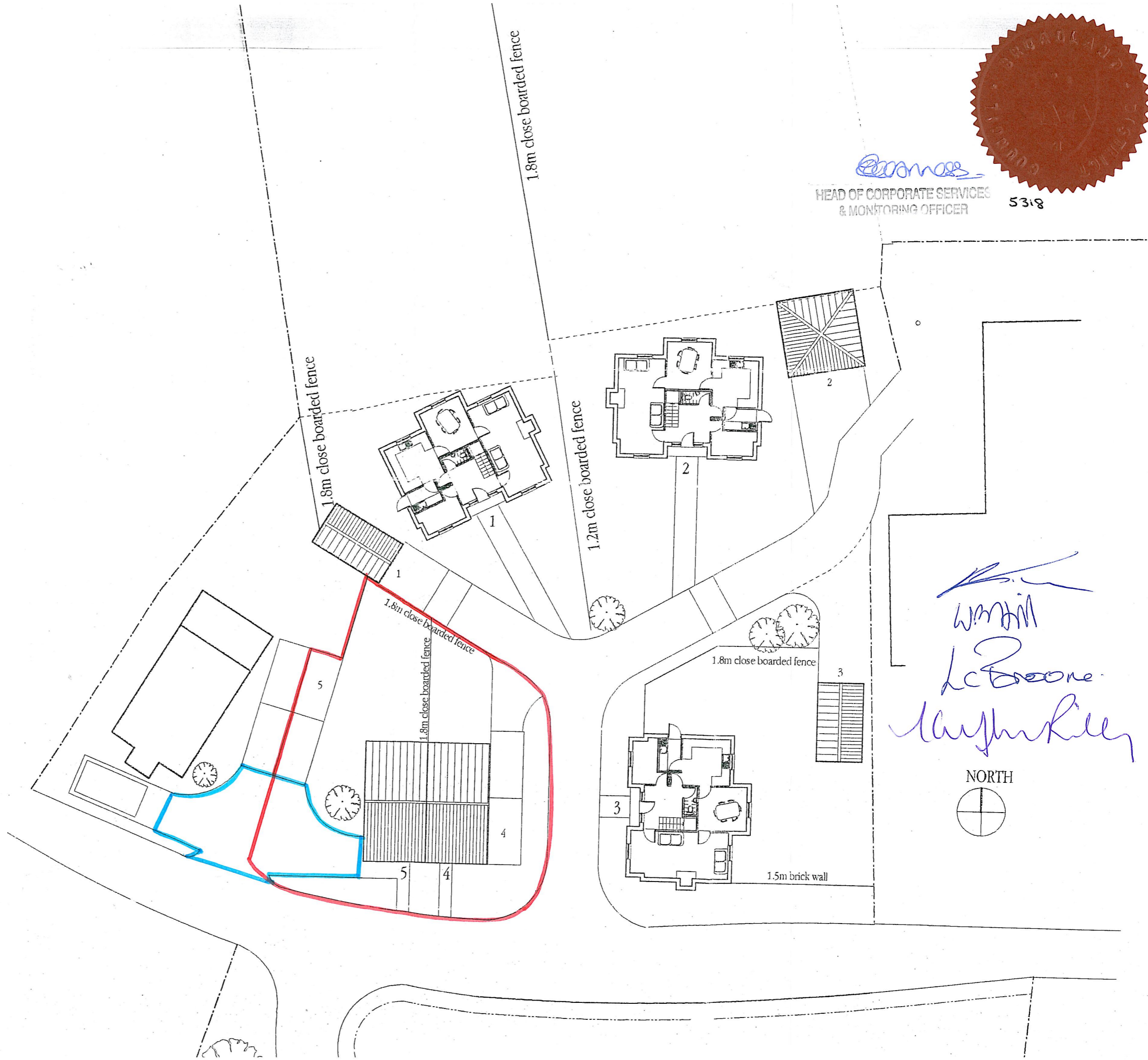

HEAD OF CORPORATE SERVICES
& MONITORING OFFICER





Booness
HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

5318

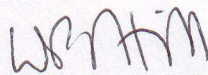


EXECUTED as a **DEED** by)
the **OVERPLAN SERVICES**)
LIMITED acting by a director)
and its secretary:)

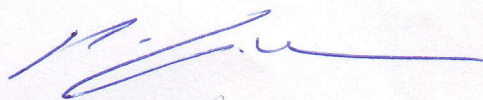
Director



Secretary

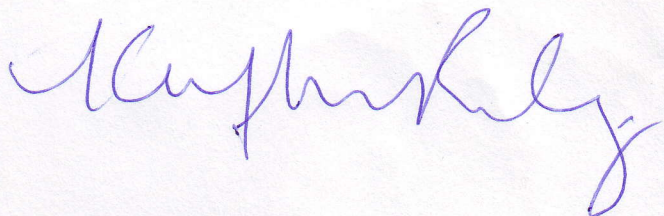


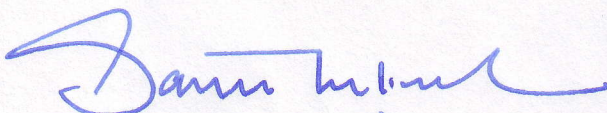
EXECUTED as a **DEED** by)
ROBERT PAUL SIBLEY)
in the presence of:)



Oldershaw
PAUL OLDERSHAW
74 THE CLOSE NORWICH

EXECUTED as a **DEED** by)
KIRSTEN VICTORIA)
FRANCESCA RILEY)
in the presence of:)




Scholar
Munich