

Dated 16th January

2021 2023

16/01/23

BROADLAND DISTRICT COUNCIL

-and-

DEREK INGRAM LIMITED

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

relating to land to the north east side of
Church Road, Great Plumstead

THIS DEED OF VARIATION is dated 16th January 2021 2023

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew (referred to as "the Council")
- (2) DEREK INGRAM LIMITED whose registered office is at Unit D6, Pinetrees Road, Norwich NR7 9BB (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) Derek Ingram Limited owns the freehold of the Site (and is accordingly the Owner for the purposes of the Original Agreement and this Deed in succession to Derek Ralph Jones)
- (C) the Council and the Owner have agreed:-
 - (a) that part of the Site
 - i) is to be provided and laid out as public open space; and
 - ii) transferred to the Parish Council; and
 - (b) that the original Agreement should be varied accordingly

1. DEFINITIONS

- 1.1 In this Deed "Original Agreement" means an agreement dated 4 May 2016 made under Section 106 of the Act between the Council (1) Derek Ralph Jones (2) and Derek Ingram Limited (3) containing planning obligations enforceable by the Council relating to outline planning permission numbered 2015 1517
- 1.2 In this Deed and the Original Agreement as varied by this Deed

- a) "the Deed of Variation" means this Deed; and
- b) "the Supplementary Plan" means the plan attached to this Deed
- c) " the Variation Date" means the date of this Deed

1.3 Expressions defined by the Original Agreement, as varied by this Deed, have the same meaning in this Deed as they do in the Original Agreement

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.

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 follows:
2. In clause 5.1, for the opening word "No" there is substituted:

"Subject to clause 5.2 no".
3. After clause 5.1 there is inserted:

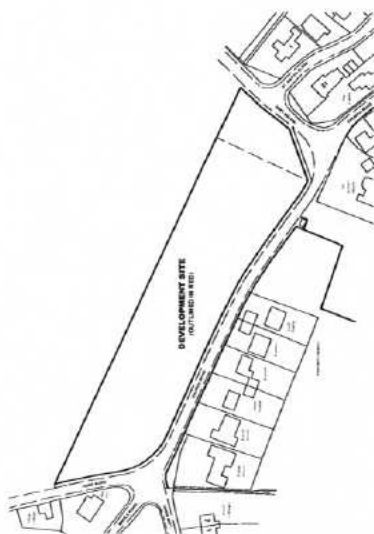
"5.2 Clause 5.1 does not apply to any breach by Derek Ingram Limited of:

a) paragraphs 1.3, 1.4, 1.6 and 1.7 of Schedule 3

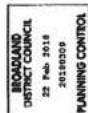
b) paragraph 1.5 of Schedule 3 until the On-Site Open Space has been transferred to the Parish Council in accordance with paragraph 1.6a) of that Schedule"
4. Clauses 5.3, 5.4, 5.5, 5.6 and 5.7 are renumbered as 5.4, 5.5, 5.6, 5.7 and 5.8 respectively
5. In Schedule 3, in the table of defined expressions the following items are added (in the places appropriate to secure that the items in the amended table are in alphabetical order):

1 st Approval Date	The date on which the Nominated Officer approves the On-Site Open Space Scheme following submission under paragraph 1.3 of Schedule 3
2 nd Approval Date	The date on which the Nominated Officer confirms written satisfaction that On-Site Open Space has been laid out and provided in compliance with paragraph 1.4 of Schedule 3

Great Plumstead



LOCATION PLAN 1: 1250



Post & rail fence and edge to East boundary

1.2 m high post & rail
distance to rear boundary

edge to front boundary

The site plan illustrates the proposed extension of the Church of the Holy Spirit, located on Church Road. The church building is shown with various rooms, including a nave, chancel, and organ loft. A public open space is designated to the north of the church. The plan also shows the surrounding roads, including Church Road, Church Lane, and Church Road. Other landmarks include the Old School House, the Vicar's House, and the Church of the Holy Spirit. The plan is drawn to a scale of 1:1000 and includes a north arrow.

Key:

- Proposed Extension of Church of the Holy Spirit
- Public Open Space
- Church Road
- Church Lane
- Church Road
- Old School House
- Vicar's House
- Church of the Holy Spirit

Notes:

- The proposed extension of the church is shown in solid black.
- The public open space is shown in green.
- The church is shown in white with black outlines.
- The surrounding roads and landmarks are shown in grey.

1. **Author:** [Name of the author]

[illegible]

SITE PLAN 1: 500

SITE PLAN 1: 500

THIS DRAWING SUPERSEDES DRAWING NO: 2987.0914.B - SHEET 1 - REVISION 'A' - APPROVED AT OUTLINE PLANNING STAGE UNDER BROADLAND DISTRICT COUNCIL PLANNING REFERENCE: 2015151

8088

Managi-9
Director

General Notes

- [illegible]



DRAWING PREPARED TO SUPPORT AN 'APPROVAL OF RESERVED MATTERS PLANNING APPLICATION' TO DISCHARGE THE RELEVANT CONDITIONS APPLIED TO 'OUTLINE PLANNING PERMISSION' GRANTED UNDER BROMSLAND DISTRICT COUNCIL PLANNING REFERENCE: 20161617

B	06/01/2019	<p>1. Research requested in we have not done.</p> <p>2. Updated to new changes to Part 1, 5, 8, 7.</p> <p>3. Boundary notes added.</p>	P3
A	25/01/2019	<p>1. Run Water Vials (PVP) Provisions to Dwellings and Bus Shelter added for Surface Water Drainage</p> <p>2. Change Design to Civil Engineer's</p> <p>3. Add Footway Width to Road Section and Cross-section</p> <p>4. Add Proposed Footway Width to Road Section and Parking</p> <p>5. Turned Area added following Norfolk County Council highways Consultations</p> <p>6. Approximate Position of Existing Highway Suburb</p> <p>7. New Drainage Pipe 15 x 15 Installed in Church</p>	
		<p>8. Finished Floor Levels to DPT Datum added</p> <p>9. Anglian Water Main Water Entry Point to South Draining added</p>	



Architectural Design,
Building Surveyors and
Planning Services

Building Plans Ltd

Client: Ingram Homes

Project: RESIDENTIAL DEVELOPMENT

its address: LAND NORTH EAST OF:
CHURCH ROAD, GREAT PLUMSTEAD,
NORWICH, NORFOLK.

SITE & LOCATION PLANS

Order #	1500-17260	Date	JULY 2016
Product/Service	JN	Period	B
Order No.	2987, 0914, B	Draw No.	ARM 01

“Approved On-Site Open Space Scheme”	The On-Site Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
Defect	<p>Means;</p> <p>a) Any tree, shrub, hedge or grass provided as part of the Approved On-Site Open Space Scheme, or planted in replacement of any so provided, which has died or become seriously damaged or defective; and</p> <p>b) Any defect or damage to a fence, equipment or other structure provided as part of the Approved On-Site Open Space Scheme</p> <p>where resulting from a failure of the Owner to properly provide or maintain the On-Site Open Space or arising despite compliance by the Parish Council with the obligation under paragraph 1.5 of Schedule 3 to maintain the On-Site Open Space following its transfer to the Parish Council under paragraph 1.6(a)</p>
Defects Period	<p>Means:</p> <p>a) in relation to any tree, shrub, hedge or grass, the period of 5 years from the date of transfer of the On-Site Open Space to the Parish Council under paragraph 1.6 a) of Schedule 3 (“the transfer date”);</p> <p>b) in relation to any fence, equipment or other structure, the period of 1 year from the transfer date</p>
Index Linked	in relation to a payment to which this expression is applied by this Schedule, means index linked from the date of the Deed of Variation until the date the payment is made (“the index period”), such index linking being an increase or decrease in the amount of the payment equivalent to any

	change during the index period in the Retail Price Index (All Items) published by the Office for National Statistics or, if such index ceases to be published, another index notified to the Owner by the Nominated Officer
"On-Site Open Space"	The land within the Site at its north-eastern end, to be set aside and used as public open space, shown shaded green on the Supplementary Plan
"On-Site Open Space Maintenance Contribution"	The sum of ££5481.31 Index Linked towards the repair and maintenance of the On-Site Open Space
"On-Site Open Space Scheme"	<p>A scheme to provide the On-Site Open Space including:</p> <ul style="list-style-type: none"> - details of the design and layout of the On-Site Open Space (including the hedge adjoining the western boundary as shown on the Supplementary Plan together with comprehensive plans drawings and specifications - a staged timetable for the laying out and provision of the On-Site Open Space within 3 months of the 1st Approval Date - details of the management and maintenance regime to be applied to the On-Site Open Space prior to transfer to the Parish Council
Parish Council	Great and Little Plumstead Parish Council, any successor to that parish council's functions, or such other body or person as the Council may approve
Standard Terms	<p>in accordance with the reasonable requirements of the Council in consultation with the Parish Council to include:</p> <ul style="list-style-type: none"> - the transfer of the freehold estate of the On-Site Open Space Unencumbered with full title guarantee:

	<p>a) for a sum not exceeding £1 (one pound)</p> <p>b) with the benefit of all necessary rights and easements and with vacant possession</p> <p>c) subject to a restriction on the future use of the On-Site Open Space for recreational and amenity purposes by the general public</p> <p>d) subject to an obligation to maintain the On-Site Open Space to a standard suitable for use by members of the public</p> <p>- a requirement that the Parish Council's conveyancing fees and disbursements are paid by the Owner</p>
"Unencumbered"	<p>Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the On-Site Open Space as public open space and all encumbrances which might result in additional cost or liability to the Parish Council not normally associated with the use of the On-Site Open Space in accordance with the Standard Terms PROVIDED THAT for the avoidance of doubt the following are not adverse rights if they are reserved on terms that they are exercised only where reasonably necessary, on reasonable notice and subject to causing as little damage as possible and the prompt making good of any damage caused to the reasonable satisfaction of the owner of the On-Site Open Space:-</p> <p>a) a right of the owner of the Dwelling adjoining the On-Site Open Space and persons authorised by them to enter on the On-Site Open Space for the purposes of inspecting or carrying out of works to the Dwelling</p> <p>b) a right of the owner of any Dwelling and persons authorised by them to inspect, repair, install re-route ore</p>

	replace any drain, pipe, cable or other service media serving that Dwelling
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6. After paragraph 1.2 the following paragraphs are inserted:

"1.3 To submit the On-Site Open Space Scheme to the Nominated Officer within one month of the Variation Date and where the Nominated Officer reasonably considers that revision or further information is necessary to enable the approval of the submitted On-Site Open Space Scheme, to make such revisions or provide the further information within such period as the Nominated Officer reasonably requires.

1.4 To lay out and provide the On-Site Open Space within 3 months of the 1st Approval Date in accordance with the Approved On-Site Open Space Scheme to the written satisfaction of the Nominated Officer

1.5 To thereafter maintain the On-Site Open Space Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the On-Site Open Space for any purpose other than public recreation and amenity land for the general public

1.6 Within 2 months of the 2nd Approval Date:
a) to transfer the On-Site Open Space to the Parish Council subject to the Standard Terms; and
b) to pay the On-Site Open Space Maintenance Contribution to the Council

PROVIDED THAT the Parish Council shall not be required to accept the transfer of the On-Site Open Space unless it has been provided, managed and maintained in strict accordance with the Approved On-Site Open Space Scheme

1.7 To make good any Defect in the On-Site Open Space during the Defects

Period to the written satisfaction of the Council"

7. After paragraph 2.3 the following paragraphs are inserted:

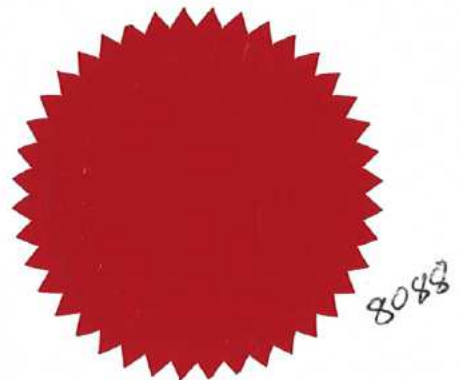
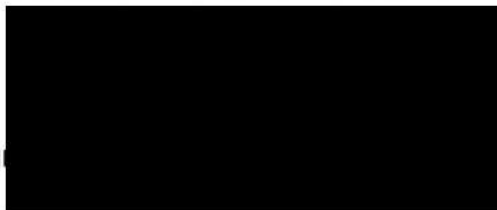
"2.4 The Council covenants with the Owner to pay the On-Site Open Space Maintenance Contribution to the Parish Council within 28 days of receipt.

2.5 The Council covenants with the Owner that it will not unreasonably withhold or delay any approval or expression of satisfaction required pursuant to this Schedule"

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 hereto in the presence of:)

Authorised Sign



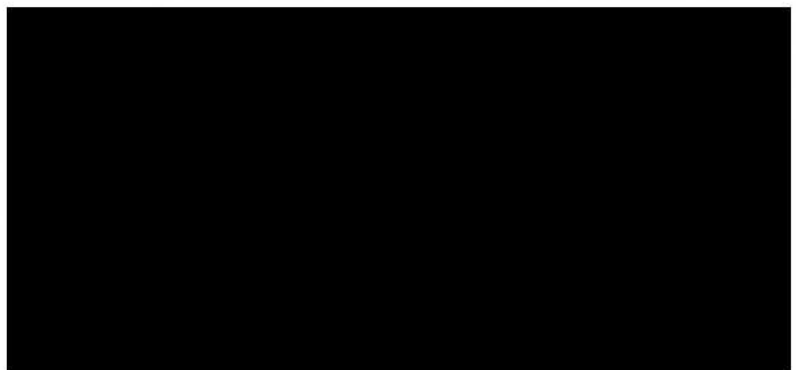
and this Deed has been duly and properly
executed in accordance with the constitution
of Broadland District Council

Executed as a deed by
DEREK INGRAM LIMITED
acting by a director
in the presence of:

Witness signature

Witness name

Witness address



WHINMERE, SHORT LANE, HAPPISBURGH
NR12 0RE.