

Dated

6th July

2023

Broadland District Council
-and-
Clerks Well Developments Limited
-and-
Spixworth Parish Council

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

relating to land at St Marys Court,
North Walsham Road, Spixworth, Norfolk

THIS DEED OF VARIATION is dated

6th July

2023

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk NR7 0DU (referred to as "the Council")
- (2) CLERKS WELL DEVELOPMENTS LIMITED, Company number 9247449 whose registered office is at 290 High Street, Aldeburgh, Suffolk IP15 5DQ (referred to as "the Owner")
- (3) SPIXWORTH PARISH COUNCIL of Council Offices, Village Hall, Crostwick, Lane, Spixworth, Norfolk NR10 3NQ (referred to as "the Parish Council")

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 and the Parish Council have requested the Council discharge and vary the terms of the Original Agreement in the manner set out in the provisions of this Deed
- (C) The Council has resolved to agree to this request provided the Parties enter into this Deed and that upon the completion of this Deed the Owner transfers the Allotment Site to the Parish Council
- (C) The Owner owns the freehold of the Site as successor in title to Grays of Norwich Limited who was a party to the Original Agreement as the then Owner of the Site
- (D) The Parish Council is the Parish Council for the area within which the Site is located
- (E) 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 expression has the following meaning:

Original Agreement	An agreement dated 15 August 2016 made under Section 106 of the Act between the Council (1) Grays of Norwich Limited (2) and the Parish Council (3) containing planning obligations enforceable by the Council relating to planning permission numbered 20150991
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2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and is made pursuant to Section 106 and Section 106A 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 AND DISCHARGE

- 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 consideration of the Owner transferring the Allotment Site to the Parish Council the Council and the Parish Council have agreed to discharge the obligations contained in paragraphs 1.1, 1.2 and 1.3 of Schedule 1.

- 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 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:
- 1.1 At clause 1 (Definitions) the following Definitions shall be deleted in their entirety:
- (a) The Definition of "Allotment Specification"
 - (b) The Definition of "Path"
 - (c) The Definition of "Path Land"
 - (d) The Definition of "Path Specification"
 - (e) The Definition of "Lease"
- 1.2 The provisions of paragraphs 1.1, 1.2 and 1.3 of Schedule 1 shall be deleted in their entirety and replaced with the following provision:
- "1.1 to transfer the Allotment Site to the Parish Council upon completion of this Deed"

1.3 The provisions of paragraph 2 of Schedule 1 shall be deleted in their entirety
(and the following paragraphs shall be re numbered accordingly)

1.4 The provisions of paragraphs 6, 7 and 8 of Schedule 1 shall be deleted in their
entirety

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:


Deputy Monitoring Officer



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

EXECUTED AS A DEED by

Clerk Well Developments Limited

Acting by a director

In the presence of



Jasmine Pringle
Paralegal
Fairweather Law
14 Museum Street,
Ipswich
Suffolk IP1 1HT

SIGNED AS A DEED by two members of the
SPIXWORTH PARISH COUNCIL

In the presence of

