

THIS AGREEMENT is made the Fourth day of February
One Thousand Nine Hundred and Ninety-Four BETWEEN BROADLAND
DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich in the
County of Norfolk (hereinafter called "the Council") of the one
part and CROMWELL VENTURES LIMITED whose registered office is
situated at 9 Cromwell Court St Peters Street Ipswich in the
County of Suffolk (hereinafter called "the Owner") of the other
part

WHEREAS:-

(1) The Owner is seised in fee simple in possession of the
property shown edged red on the plan annexed hereto in the Parish
of Wood Dalling in the County of Norfolk (hereinafter referred
to as "the Property")

(2) The Council is the Local Planning Authority for the purposes
of Section 106 of the Town and Country Planning Act 1990 as
amended by Section 12 of the Planning and Compensation Act 1991

(3) The Council is the Local Planning Authority by whom planning
obligations are enforceable

(4) This Agreement is supplemental to:-

(a) an Agreement made the Third day of June One Thousand Nine
Hundred and Eighty Two between the Council (1) and D W Jones and
B W Daws (2) (hereinafter called "the Main Agreement")

(b) a Supplemental Agreement made the Twenty-ninth day of June
One Thousand Nine Hundred and Eighty Nine between the Council (1)
and Sudemoor Ltd. (2) (hereinafter called "the Supplemental
Agreement")

(5) The Owner has applied to the Council under reference numbers
93.1170 and 93.1171 to vary the permitted development at the
Property

NOW THIS DEED WITNESSETH as follows:-

1. THE parties hereto AGREE DECLARE AND COVENANT that from the date hereof the Main Agreement is hereby varied to allow the use of the buildings shown edged green on the plan (hereinafter referred to as "the units") for permanent residential accommodation and the buildings shown edged blue on the plan (hereinafter referred to as "the garages") for permanent domestic garaging and for the avoidance of doubt it is agreed and declared that the units and garages identified on the plan are hereby released from the provisions of the Main Agreement

2. THE expressions "the Council" and "the Owner" shall where the context so admits include their respective successors in title and assigns

3. THIS document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

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



Assistant Chief Executive and Solicitor to the Council

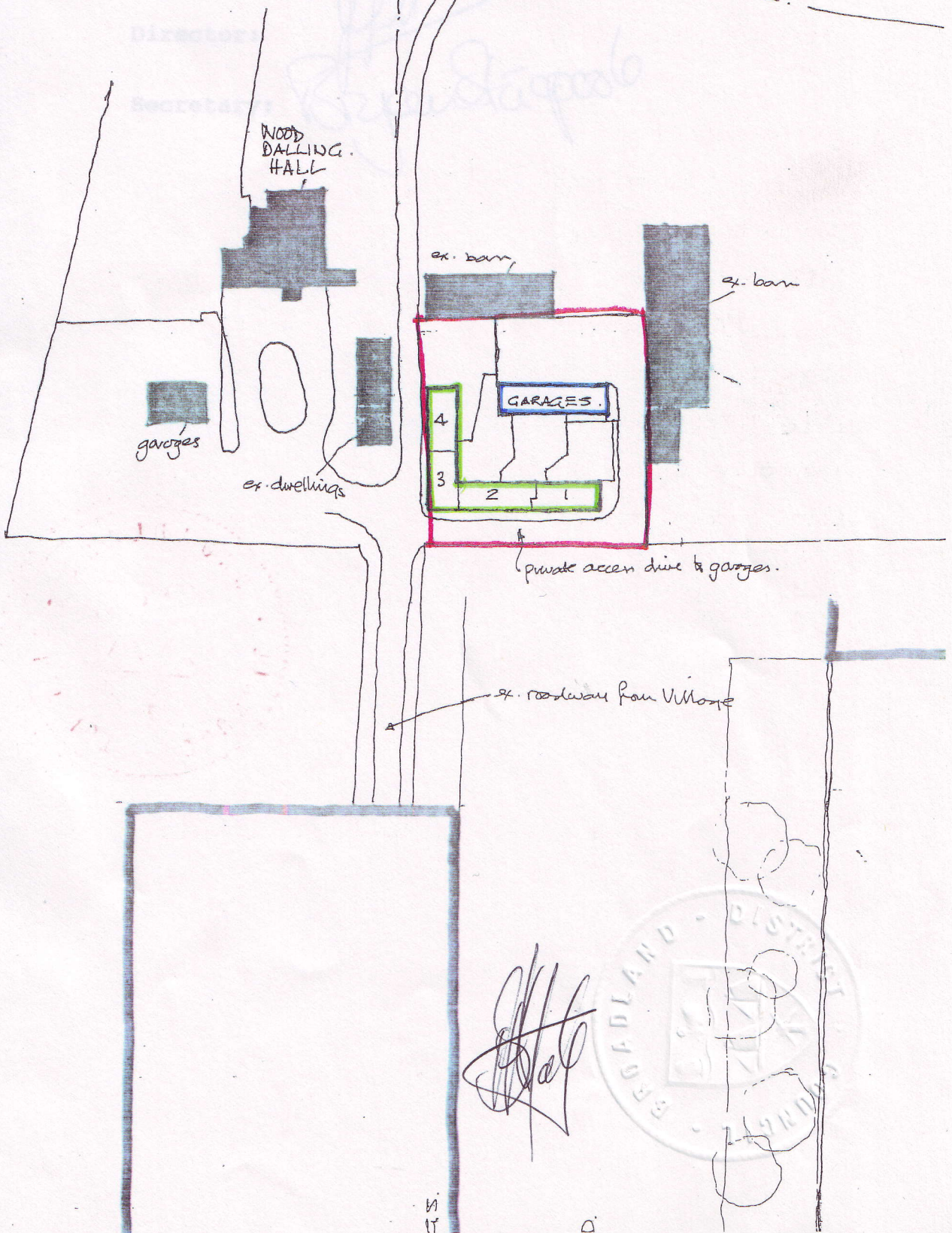


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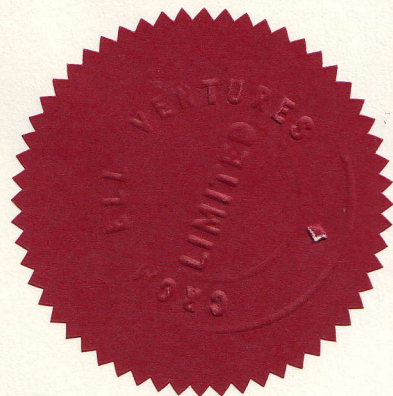
Site 4

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THE COMMON SEAL of CROMWELL)
VENTURES LIMITED was hereunto)
affixed in the presence of:-)



Director:

Secretary:

[Handwritten signature]
[Handwritten signature]

DATED 4th February 1994

BROADLAND DISTRICT COUNCIL

and

CROMWELL VENTURES LIMITED

DEED OF VARIATION

Being Supplemental to Agreements
made under Section 52 of the Town
and Country Planning Act 1971
relating to Property at Wood
Dalling, Norfolk

B.A.Yates,
Assistant Chief Executive and
Solicitor to the Council,
Broadland District Council,
Thorpe Lodge, Yarmouth Road,
Thorpe St. Andrew,
Norwich, NR7 ODU.

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