

Dated *17th November*

2016

BROADLAND DISTRICT COUNCIL

-and-

NORFOLK COUNTY COUNCIL

-and-

STRATFORD PROPERTIES LIMITED

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

relating to land at Mansom Plantation Shortthorn Road,
Stratton Strawless, Norfolk

THIS DEED OF VARIATION is dated

17th November 2016

[2016]

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 0DU (referred to as "the Council")
- (2) NORFOLK COUNTY COUNCIL, County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH (referred to as "the County")
- (3) STRATFORD PROPERTIES LIMITED, of registered company address La Pompe, Rue des Varvots, St. Lawrence, Jersey JE3 1GX incorporated in Jersey under company registration number 113716 (referred to as "the Owner")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council and the County Council is a local planning authority for the area within which the Land is located
- (B) The Owner's agent, Jonathan Cheetham of Wellington Properties, has applied for the New Permission and the Council has resolved to grant the New Permission provided the Parties enter into this Deed
- (C) The Owner owns the freehold of the Land which is registered at the Land Registry under title number NK395764
- (D) 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 5 December 2006 made under Section 106 of the Act between the Council (1) the County Council (2) and Picees Investments Limited (3) containing planning obligations enforceable by the Council and the County Council
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New Permission The planning permission to be granted pursuant to s.73 of the Act by the Council to amend condition 15 of the Planning Permission and allocated reference number 20160904

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 and the County
- 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 Land as varied by this Deed

4. OTHER PROVISIONS

- 4.1 On completion the Owner will pay the Council's and the County's reasonable legal costs in connection with this Deed
- 4.2 The Owner warrants that he 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 Land

Schedule Variation

The Parties agree to vary the Original Agreement as follows:

1.1 by the deletion of the following clause in the Original Agreement:

1.1.1 the definitions of Holiday Lodge Units, Occupation and Occupation Date in clause 1.

1.1.2 clause 3.1 inclusive of all of the sub-provisions contained therein.

1.2 by the insertion of the following definition in clause 1 of the Original Agreement:

1.2.1 the definition of New Permission as set out in this Deed.

1.3 by the amendment of the definition of Planning Permission in clause 1 of the Original Agreement:

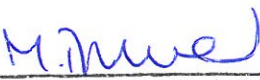
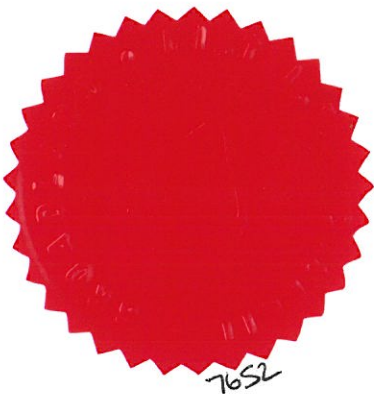
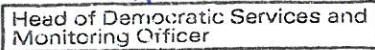
1.3.1 to add "and the New Permission" at the end of the definition so that the New Permission is bound by the Original Agreement as amended by this Deed.

1.3.2 to add "or pursuant to any planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development" after "and the New Permission" inserted pursuant to paragraph 1.3.1 above.

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 hereunto affixed)

Authorised Signatory:)

THE COMMON SEAL of)
NORFOLK COUNTY COUNCIL)
was hereunto affixed)

Authorised Signatory: )

Authorised to sign
on behalf of: **HEAD OF LAW**



SIGNED AS A DEED on behalf of)
STRATFORD PROPERTIES LIMITED)
a company incorporated in Jersey by)
MRS J PATTENDER being a person who in)
accordance with the law of that territory)
is acting under the authority of the)
company)

Authorised Signatory:)

