

THIS PLANNING OBLIGATION is made the *Twenty-seventh* day of *September* One Thousand Nine Hundred and Ninety-Three
B E T W E E N BROADLAND DISTRICT COUNCIL of Thorpe Lodge
Yarmouth Road Thorpe St. Andrew in the County of Norfolk
(hereinafter called "the Council") of the first part BEAZER
HOMES (ANGLIA) LIMITED whose Registered Office is situate at
Beazer House Lower Bristol Road Bath Avon BA2 3EY
(hereinafter called "the Owner") of the second part and
BRUNDALL PARISH COUNCIL (hereinafter called "the Parish
Council") of the third part

WHEREAS:-

- (1) This Agreement is supplemental to an Agreement made the Twenty-Fifth day of March One Thousand Nine Hundred and Ninety-Three between the same parties as are the parties hereto and in the same order (hereinafter called "the First Agreement")
- (2) The obligations imposed by this Deed are planning obligations 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 these obligations are enforceable
- (4) The Owner has applied to the Council under reference numbers 93.0460 and 93.0689 for planning permission to vary the development authorised by planning permission under reference number 91.1482 to be carried out on the property shown edged red on the plan annexed hereto which comprises the property in respect of which the Owner gave a covenant to the

Council in the First Agreement

(5) The Council and the Owner have agreed subject to planning permission being granted in consequence of applications numbered 93.0460 and 93.0689 to vary the First Agreement in the manner hereinafter appearing

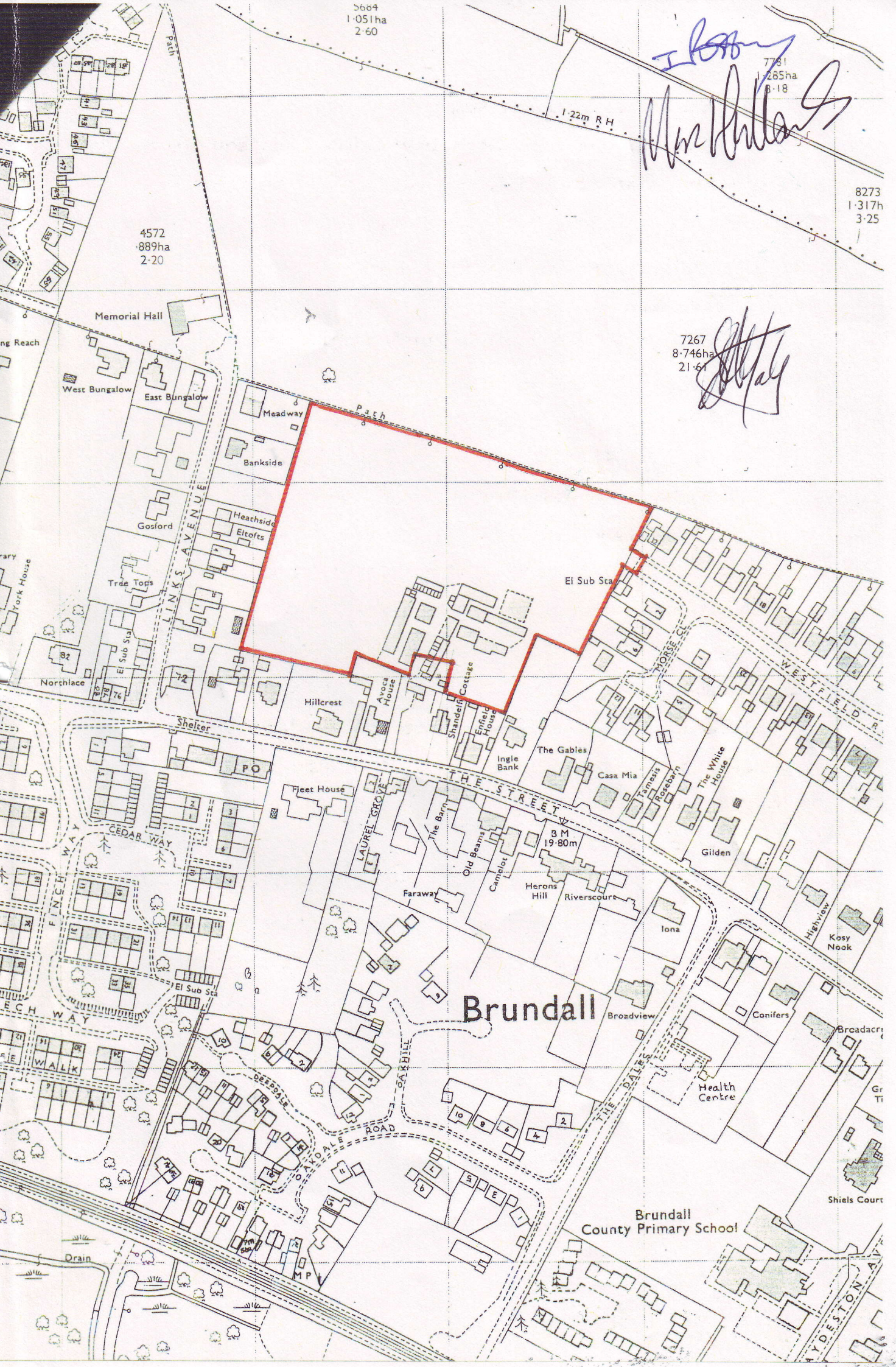
NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of applications numbered 93.0460 and 93.0689 and pursuant to the said Section 106 as amended and all the powers them enabling the parties hereto AGREE DECLARE AND COVENANT that from the date hereof:-

(a) If development is begun in accordance with the amendment in planning permission 93.0460 to planning permission 91.1482 the First Agreement shall at all times hereafter be read and construed and take effect as if the definition "the Development" in the First Agreement included the permitted development under planning permission number 91.1482 as amended by application number 93.0460; or

(b) If development is begun in accordance with the amendment in planning permission 93.0689 to planning permission 91.1482 the First Agreement shall at all times hereafter be read and construed and take effect as if the definition "the Development" in the First Agreement included the permitted development under planning permission number 91.1482 as amended by application number 93.0689; or

(c) If development is begun in accordance with the amendment in planning permissions numbers 93.0460 and 93.0689 to planning permission 91.1482 the First Agreement shall at all



5664
1.051ha
2.60

I. Ross
Mr. Hillman
7781
1.285ha
8.18

8273
1.317ha
3.25

4572
.889ha
2.20

7267
8.746ha
21.61
[Signature]

Brundall

Brundall
County Primary School

times hereafter be read and construed and take effect as if the definition "the Development" in the First Agreement included the permitted development under planning permission number 91.1482 as amended by applications numbered 93.0460 and 93.0689

2. AS varied as aforesaid the First Agreement and every clause thereof shall continue to be of full effect and be binding on the respective parties thereto


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 Council has caused its Common Seal to be hereunto affixed the Owner has executed this document as a Deed and two members of the Parish Council have set their hands and seals in pursuance of Section 14(3) of the Local Government Act 1972 the day and year first before written

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



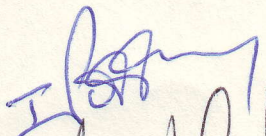
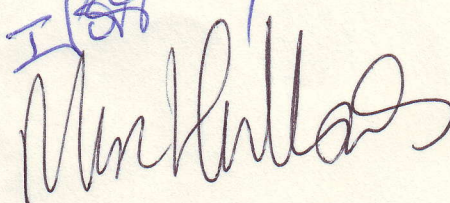
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Assistant Chief Executive and
Solicitor to the Council

EXECUTED AS A DEED by BEAZER)
HOMES (ANGLIA) LIMITED acting)
by)

Director:

Secretary:

SIGNED SEALED AND DELIVERED by
JANET CATHERINE MUTER
a Member of the Parish Council

)
) X Janet C. Muter.

Mr Johnson
51 Lackford Close
Brundall

NORWICH NR13 5NL
Teacher

SIGNED SEALED AND DELIVERED by
ANDREW JAMES PROCTOR
a Member of the Parish Council

)
) X \$ 2

Mr Johnson
51 Lackford Close
Brundall

NORWICH NR13

Teacher.



DATED 27th September 1993

BROADLAND DISTRICT COUNCIL

and

BEAZER HOMES (ANGLIA) LIMITED

and

BRUNDALL PARISH COUNCIL

DEED OF VARIATION

Supplemental to Planning
Obligation under Section 106 of
the Town and Country Planning
Act 1990 as amended by Section
12 of the Planning and
Compensation Act 1991 relating
to The Piggeries, The Street,
Brundall, 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.

A:093POB.DEL