

DATED

7rd July

2008

BROADLAND DISTRICT COUNCIL

-AND

NORFOLK COUNTY COUNCIL

- AND -

PEDDARS WAY HOUSING ASSOCIATION LIMITED

DEED OF VARIATION
OF SECTION 106 AGREEMENT

relating to
Land at Mill Road, Horstead, Norfolk

PERINS

10 Waterside
Station Road
Harpenden
Hertfordshire
AL5 4US

Ref: EA.PED001.2

THIS DEED OF VARIATION is made the 3rd day of July 2008

BETWEEN:

(1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrews, Norwich, Norfolk ("the Council")

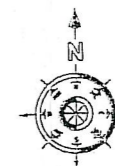
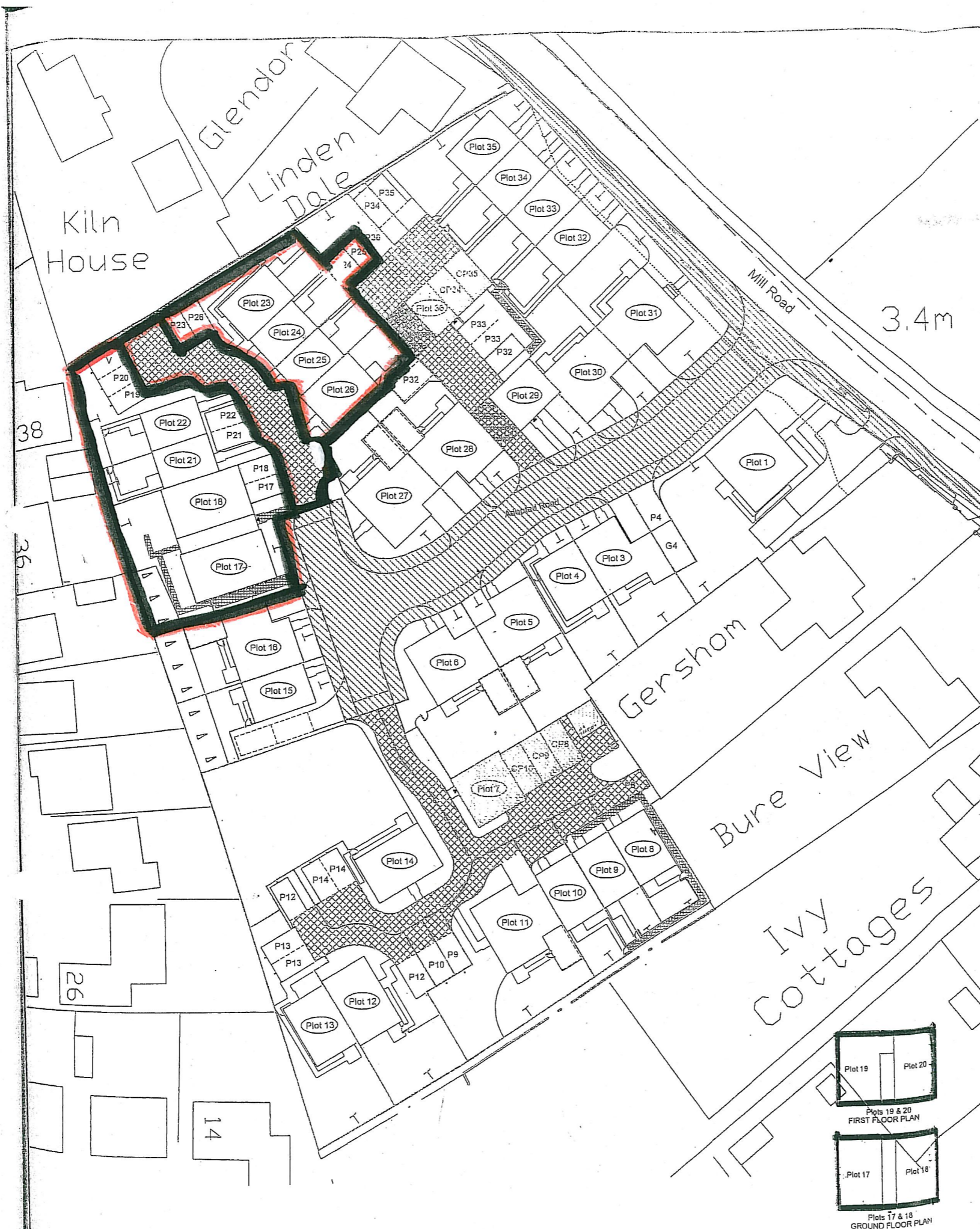
(2) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, Norfolk

(3) **PEDDARDS WAY HOUSING ASSOCIATION LIMITED** whose registered address is at Keswick Hall, Norwich NR4 6TJ ("the Owner")

1. DEFINITIONS

In this deed the following words and expressions shall unless the context otherwise permits or requires have the following meaning:-

- | | | |
|-----|---------------------------|--|
| 1.1 | "the Land" | All that Freehold Land at Mill Road, Horstead, Norfolk which is registered at HM Land Registry under title number NK344741 and shown edged red on the attached plan |
| 1.2 | "the Principal Agreement" | The Agreement made on 26 th May 2004 between Broadland District Council (1) Norfolk County Council (2) Randell Agriculture Limited and (4) National Westminster Bank plc entered into pursuant to s106 of the Planning Act 1990 ("the Act") relating to the development of the land |

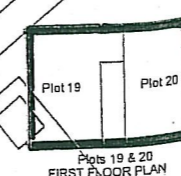


CONVEYANCE PLOT KEY

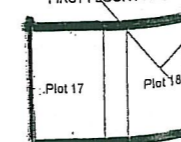
- PRIVATE DRIVES WITH RIGHT OF ACCESS (SHARED ACCESS)
- PRIVATE PATHS WITH RIGHT OF ACCESS (SHARED ACCESS)
- ROADS & FOOTPATHS TO BE ADOPTED BY LOCAL AUTHORITY
- LEASEHOLD FLATS, GARAGES AND PARKING SPACES
- ACCOMMODATION OVER SHARED ACCESS WAY
- LAND TO BE CONVEYED TO ELECTRIC COMPANY
- FOUL SEWER EASEMENT

Plot 10 = Plot 10
 G10 = Garage for plot 10
 CP10 = Car Port for plot 10
 P10 = Parking space for plot 10

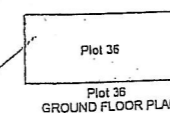
ISSUED TO	DATE
SOLICITOR (Include A3)	26th June 2007
SITE CONSTRUCTION	26th June 2007
SITE SALES	26th June 2007
SALES	26th June 2007
ACCOUNTS	26th June 2007
DEVELOPMENT DIRECTOR	26th June 2007
OFFICE COPY	26th June 2007
SURVEYORS	26th June 2007
LANDSCAPE ARCHITECT	26th June 2007
MANAGEMENT COMPANY (if applicable)	N/A
MANAGING AGENT (if applicable)	26th June 2007
HOUSING ASSOCIATION (if applicable)	26th June 2007



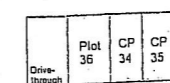
Plots 19 & 20
FIRST FLOOR PLAN



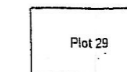
Plots 17 & 18
GROUND FLOOR PLAN



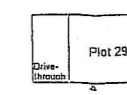
Plot 36
GROUND FLOOR PLAN



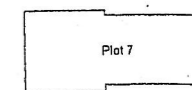
Plot 36
GROUND FLOOR PLAN



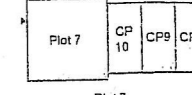
Plot 29
FIRST FLOOR PLAN



Plot 29
GROUND FLOOR PLAN



Plot 7
FIRST FLOOR PLAN



Plot 7
GROUND FLOOR PLAN

pursuant to the Permission.

2. INTERPRETATION

- 2.1 Words and expressions in this Agreement shall have the same meaning as in the Principal Agreement except where specifically stated otherwise
- 2.2 The Clause headings do not affect the interpretation of this Agreement
- 2.3 If any party is more than one person then their agreements and obligations are joint and several.
- 2.4 The Owner is the freehold owner of the Land.
- 2.5 The Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is located and the authority by whom any planning obligations are enforceable

3. OPERATIVE PROVISIONS

This Agreement is supplementary to the Principal Agreement and is made pursuant to Section 106 of the Town and Country Planning Act 1990 and the obligations contained in this Agreement (including the variation of the obligations under the Principal Agreement) are planning obligations for the purposes of that section.

- 3.1 This Agreement shall take effect on the date hereof

3.2 The parties agree that the Principal Agreement is varied in the manner hereinafter appearing at 3.2.1 in so far as it relates to those Affordable Dwellings (as defined in the Principal Agreement) which are being constructed on the Land

3.2.1 The following clause 6.3 shall be inserted after clause 6.2 of the Principal Agreement:

“6.3. It is hereby agreed and declared that after the date of the transfer of the Affordable Dwellings to a Registered Social Landlord the affordable housing provisions contained in this Agreement shall:-

6.3.1 Not be binding upon a mortgagee or chargee in possession of any of the Affordable Dwellings nor any receiver appointed by any such mortgagee or chargee or any person or persons (including immediate and all subsequent successors in title to such persons) deriving title or an interest in the whole or any part of an Affordable Dwelling

6.3.2 Determine absolutely in respect of any Affordable Dwelling in circumstances where a tenant acquires a freehold or leasehold interest in such Affordable Dwelling pursuant to a statutory enfranchisement provision

6.3.3 Determine absolutely in respect of any dwelling forming part of the Affordable Dwellings demised or to be demised by way of shared ownership lease once “staircasing out” has been effected whereby the leaseholder acquires a 100% equity share in the lease and the leaseholder (or the leaseholder’s nominee) either takes a non social housing lease of the dwelling or retains the existing lease.”

3.3 Save as varied hereunder the provisions of the Principal Agreement shall remain in full force and effect as if the same had been set out herein

4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled to enforce any provisions of this Agreement pursuant to the provisions of the said Act

5. This Agreement shall be registered as a Local Land Charge

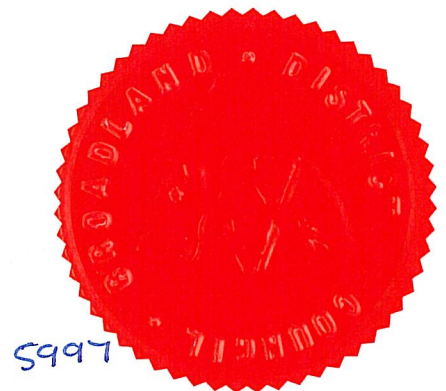
IN WITNESS whereof this document has been executed as a deed by the parties hereto the day and year first before written

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

)
)
)
)


HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

Authorised signatory



Authorised signatory

THE COMMON SEAL of
NORFOLK COUNTY COUNCIL
was hereunto
Affixed in the presence of: -

)
)
)
)



Authorised signatory



Authorised signatory

EXECUTED AS A DEED by PEDDARS)
WAY HOUSING ASSOCIATION LIMITED)
affixing its Common Seal in the presence of:-)



J. Henry Authorised signatory
R. L. D. Authorised signatory