

DATED 4th October 2013

BROADLAND DISTRICT COUNCIL

- and -

THE TRUSTEES OF LINGWOOD VILLAGE HALL AND GROUNDS
MANAGING TRUSTEE COMMITTEE

DEED OF VARIATION

Of an Agreement under Section 106 of the
Town and Country Planning Act 1990
relating to the development of land at Norwich Road/Station Road
Lingwood Norfolk

Broadland District Council
Thorpe Lodge
1 Yarmouth Road
Norwich
NR7 0DU

THIS DEED OF VARIATION is made the 4th day of October 2013

BETWEEN:-

- (1) **BROADLAND DISTRICT COUNCIL** ("the Council") of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU and
- (2) **BENJAMIN RICHARD BETHELL** of 62 Station Road Lingwood Norwich Norfolk NR13 4AZ and **SUSAN DAWN FOUNTAIN** of Church Farm House Church Road South Burlingham Norwich Norfolk NR13 4EU the Trustees of Lingwood Village Hall and Grounds Managing Trustee Committee ("the Owners")

WHEREAS:-

- a. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("the Act") for the area within which the Site is located
- b. The Owners are the freehold owners of the Site
- c. The Site is as defined in the Original Agreement
- d. Terms used in this Deed have the meaning ascribed to them in the Original Agreement save as amended herein
- e. This Deed is supplemental to a Deed dated 14th June 2013 under Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Original Agreement") and made between the Council (1) the County Council (2) and the Owners (3) containing planning obligations enforceable by the Council and the County Council.

1. INTERPRETATION AND DEFINITIONS

- 1.1 In this Deed unless the context otherwise requires the defined terms have the same meaning as set out in the Original Agreement
- 1.2 In this Deed unless the context otherwise requires:
 - 1.2.1 References to any party shall include the successors in title and assigns of that party
 - 1.2.2 Any mention herein of any Act of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument

1.2.3 Headings in this Agreement shall not form part of or effect its construction

2. GENERAL PROVISIONS APPLICABLE TO THIS DEED

2.1 This Deed is made under Section 106 and Section 106A of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers

2.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after he has parted with the interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach which occurs prior to parting with such interest in the Site or any part thereof in respect of which any such breach has taken place.

2.3 The Provisions of this Deed shall have immediate effect upon completion of this Deed

2.4 This Deed shall cease have effect if:

2.4.1 The planning permission shall be quashed revoked or otherwise withdrawn

2.4.2 The planning permission shall expire prior to the commencement date

2.5 This Deed shall be registered by the Council as a charge in the Council's Register of Local Land Charges.

3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council was not a party to this Agreement

3.2 Invalidity or Unenforceability of any of the terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

4. THIRD PARTIES

4.1 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 in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

5. JURISDICTION

- 5.1 This Agreement is to be governed by and interpreted in accordance with the law of England

6. VARIATION

- 6.1 The Owners and the Council agree that the Original Agreement shall be varied as follows but shall otherwise remain in full force and effect and remain enforceable by the Council:

- 6.1.1 The definition of "Affordable Housing Scheme" in the "Original Agreement" shall be deleted and substituted to read:-

A detailed scheme meeting the requirements of the Affordable Housing Overall Provision submitted to and approved by the Council for the provision of Affordable Housing for the Development which complies with part 1 of schedule 1 and Schedule 2 and includes a timetable and programme for its implementation, or such amended or replacement Affordable Housing Scheme as the Council approves in writing from time to time

- 6.1.2 Paragraph 1.5 of Schedule 2 in the "Original Agreement" shall be deleted and substituted to read:-

Not to use or allow or permit the Affordable Housing Units to be occupied for any purpose other than as Affordable Rental Units or such other form of tenure as may have been previously agreed by the Council in writing as part of the Affordable Housing Scheme

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE COMMON DEAL of)
BROADLAND DISTRICT COUNCIL)
Was hereunto affixed)
In the presence of)



M. Mue
Authorised Officer

Head of Democratic Services and
Monitoring Officer

7297.

SIGNED as a DEED by)
BENJAMIN RICHARD BETHELL)
In the presence of)

[Signature]

Witness Signature: *[Signature]*

Name: DAWN ARMSTRONG

Address: 39 NORWICH ROAD, LINGWOOD, NORFOLK, NR13 4BA

Occupation: CLASS ASSISTANT

SIGNED as a DEED by)
SUSAN DAWN FOUNTAIN)
In the presence of)

[Signature]
[Signature]

Witness Signature: *[Signature]*

Name: S. WILLIAMS

Address: WHITE HOUSE FARM Church Road, South Broomfield, NR13 4BA

Occupation: VARIOUS REPRESENTATION