

Dated

4th January

2018

Broadland District Council

-and-



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

relating to land at Mill Lane Farm, Mill Lane, Horsford, Norfolk NR10 3EX

THIS DEED is dated

4th January

2018

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL Thorpe Lodge, 1 Yarmouth Road, Norwich, Norfolk NR7 0DU (referred to as "the Council")
- (2) [REDACTED] of Mill Lane Farmhouse, Horsford, Norwich NR10 3EX (referred to as "the Owner")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) An application has been made for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (D) The Owner owns the freehold of the Site

1. DEFINITIONS

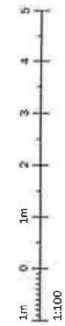
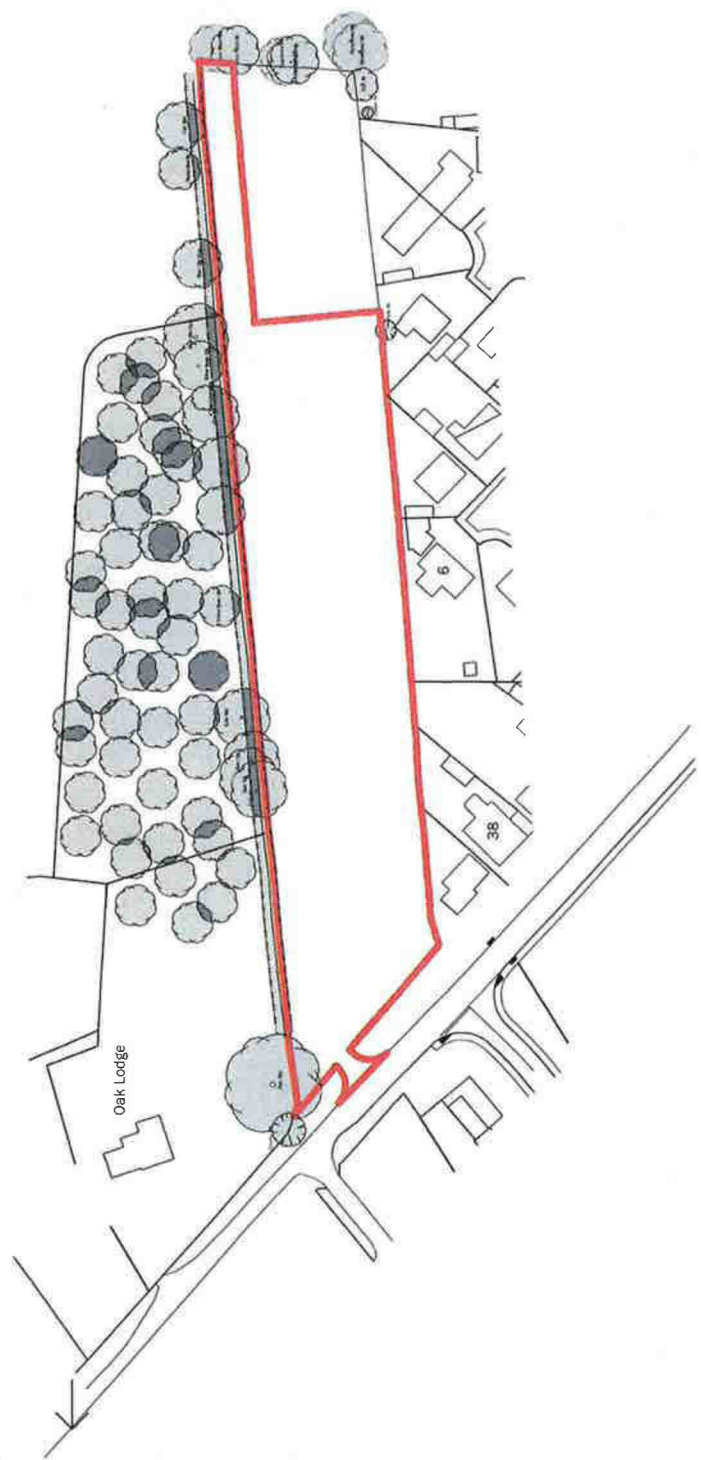
In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
Commencement	The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of: site clearance demolition archaeological investigations ground surveys removal of contamination erection of temporary fences

This drawing is a copy of the original drawing for reference only.	
Revision	Drawn 23.6.17
A. Red line boundary revised to include re-positioned pumping station	



M. Mue
 Head of Environmental Services and
 Monitoring Officer



Horsford Estates
Proposed Residential Development at: Mill Lane, Horsford NR10 3EY
Existing Location Plan
Oct '16 1:1250 @A3
Drawn DW

OWEN BOND
 ARCHITECTS

Owen Bond Architects Ltd, The Arcade, 38 George Street, Norwich, NR3 1AB.
 Tel: 01603 620001 Fax: 01603 620002
 E: enquiries@owenbond.co.uk W: www.owenbond.co.uk

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and 'Commence' and 'Commenced' will be construed accordingly

Development The Development of the Site in accordance with the Permission

Dwelling A dwelling to be built on the Site as part of the Development

Nominated Officer The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner

Index Linked Index linked from 12 July 2017 until the date any payment referred to in this Deed is made, such index linking being equivalent to the increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index (or if such index ceases to be published, another index notified to the Owner by the Nominated Officer)

Occupation Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:
construction
internal and external refurbishment
decoration
fitting-out
marketing
and 'Occupy' and 'Occupied' will be construed accordingly

Permission The outline planning permission to be granted by the

Council for eight residential Dwellings and allocated reference number 2017/0707 or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development

Plan	The plan attached to this Deed
Site	The land known as Mill Lane Farm, Mill Lane, Horsford, Norfolk NR10 3EX and registered at H M Land Registry under title number NK433980 shown edged red on the Plan
Trigger	means the Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 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
- 2.2 It is agreed by the Parties that any obligation contained within this Deed which sets out how a planning obligation will be performed will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended
- 2.3 Covenants given by more than one party can be enforced against them

individually or jointly

- 2.4 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.5 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.6 This Deed is governed by and interpreted in accordance with the law of England

3. COVENANTS

- 3.1 The Owner covenants with the Council for herself and her successors in title to observe and perform the obligations and stipulations contained in this Deed
- 3.2 The Council covenant with the Owner to comply with their respective requirements contained in this Deed

4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if she no longer has an interest in the Site (unless the breach occurred before she disposed of her interest)
- 4.2 The Owner confirms that she is the owner of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 This Deed will not bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services
- 4.4 The covenants restrictions and requirements contained in this Deed shall not be

enforceable against individual owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease

- 4.5 On completion of this Deed the Owner will pay the Council's reasonable legal costs incurred in connection with this Deed
- 4.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.7 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.8 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed

5. DISPUTES

- 5.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding
- 5.2 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

6. INTEREST AND VAT

- 6.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base

lending rate of the Bank of England from time to time

- 6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

7. NOTIFICATIONS

- 7.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received
- 7.2 The Owner will notify the Nominated Officer in writing of the relevant
- 7.2.1 anticipated Triggers seven days in advance of each anticipated date
 - 7.2.2 actual Triggers within seven days of each actual date
- 7.3 If the Owner disposes of her interest in all or part of the Site she will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

SCHEDULE

Open Space and Recreation

Definitions

In this schedule the following expressions have the following meanings:

"Off-Site Open Space Contribution"	A sum in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Council's current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule and Index Linked and to be applied towards an equipped children's play space and formal recreation at Horsford Recreation Ground, Holt Road, Horsford and for informal open space within the Parish of Horsford
"Open Space"	Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies
"Open Space Policies"	Means the Councils current planning policies (or such replacement policies or documents as the Council may specify) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

Part 1 Owner Obligations

The Owner covenants with the Council as follows:

1. Not to Occupy or permit to be Occupied more than two Dwellings until the Off Site Open Space Contribution has been paid to the Council.

Part 2 Council Obligations

2. The Council shall hold any contribution received under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) shall within 5 years of receipt of the total amount of the contribution or in

the case of the green infrastructure elements of the contribution within 10 years of receipt of the total amount of the contribution repay the unspent balance to the payer together with any interest accrued.

Part 3

Off Site Open Space Contribution Tables

Table A. Land purchase costs

A. Property	Sports	Play	Green Infrastructure	Total
1 bed	£252	£51	£600	£903
2 bed	£336	£68	£800	£1,204
3 bed	£420	£85	£1,000	£1,505
4 bed	£504	£102	£1,200	£1,806
5 bed +	£588	£119	£1,400	£2,107

Table B. Equipment costs

B. Property	Sports	Play	Green Infrastructure	Total
1 bed	£288	£89	£429	£806
2 bed	£385	£119	£572	£1,076
3 bed	£481	£148	£715	£1,344
4 bed	£577	£178	£858	£1,613
5 bed +	£674	£207	£1,001	£1,882

Table C. Maintenance costs

C. Property	Sports	Play	Green infrastructure	Total
1 bed	£303	£30	£253	£586
2 bed	£404	£41	£338	£783
3 bed	£504	£51	£422	£977
4 bed	£605	£61	£506	£1,172
5 bed +	£707	£72	£591	£1,370

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 affixed in the presence of:)



M. Mue
Authorised Signatory:
Head of Democratic Services and
Monitoring Officer

