

THIS AGREEMENT is made the 18th day of November One Thousand Nine Hundred and Ninety-Seven BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich in the County of Norfolk (hereinafter called "The Council") of the first part and DIANE MARGARET TILLET of High House Wroxham Road Coltishall in the said County of Norfolk (hereinafter called "The Owner") of the second part

WHEREAS:-

1. The obligations imposed by this Agreement are planning obligations for the purpose of section 106 of the Town & Country Planning Act 1990 (hereinafter called "The 1990 Act") and are pursuant to the powers contained in section 111 of the Local Government Act 1972 (hereinafter called "The 1972 Act")
2. The Council is the Local Planning Authority by whom these obligations are enforceable
3. The Owner is seised of land situated at and known as Home Farm Blue Boar Lane Sprowston Norwich in the County of Norfolk (hereinafter called "The Red Land") shown for the purpose of identification only edged red on the plan annexed hereto (hereinafter called "The Plan") for an estate in fee simple absolute in possession free from encumbrances
4. The Owner has applied to The Council under reference number 92.0758 for planning permission for development (hereinafter called "The Development") to be carried out on the land (hereinafter called "The Site") being The Red Land and the land shown for the purpose of identification only edged blue on The Plan
5. The Council has resolved to grant outline planning permission for The Development subject to The Owner entering into this agreement

NOW THIS DEED WITNESSES as follows:-

1. In this deed
 - 1.1 words importing the singular include the plural and vice versa
 - 1.2 words importing one gender import any other gender
 - 1.3 "The Owner" and "The Council" shall where the context so admits include their respective successors in title and assigns
 - 1.4 "The Open Space" shall mean 1.5 hectares of land within The Red Land of which 1.25 hectares shall be provided as one block of outdoor playing space to cater for all ages and of which 0.25 hectares shall be provided as child playing space or spaces
 - 1.5 "The Landscaped Space" shall mean structural landscape areas around the perimeter of The Development and between the major land uses of The Development but excluding landscape areas forming part of the curtilage of a Dwelling or of land in commercial use or of land in use as open space
 - 1.6 "Association" shall have the same meaning as is attributed to "housing association" by Section 1 of the Housing Associations Act 1985 and shall also include the term housing trust which shall be defined for the purposes of this agreement as a corporation or body of persons required by the terms of its constitution to devote a proportion of its funds for the purpose of providing housing intended to meet the needs of individual communities or such other body as may from time to time be regulated by the Housing Corporation
 - 1.7 "Dwelling" shall mean any dwelling house or flat which will be erected on The Red Land as part of The Development
 - 1.8 "Affordable Housing Unit" shall mean a Dwelling built for the purpose of being managed by an Association
 - 1.9 "General Market Housing Unit" shall mean any Dwelling other than an Affordable Housing Unit

- 1.10 a Dwelling shall be in "Occupation" when Council Tax becomes payable by the occupier in respect of such Dwelling notwithstanding any exemption or relief to which the occupier may be or become entitled
- 1.11 "Commencement" shall mean the earliest date on which any material operation as defined in section 56 of The 1990 Act begins pursuant to The Development
- 1.12 "The Permission" shall mean planning permission which is granted under reference number 92.0758 and any approval of reserved matters under that permission
- 1.13 "The First Trigger Date" is the date of first Occupation of the 101st General Market Housing Unit on The Site to be occupied
- 1.14 "The Second Trigger Date" is the date of first Occupation of the 151st General Market Housing Unit on The Site to be occupied
- 1.15 "The Third Trigger Date" is the date of first Occupation of the last Dwelling to be built within the Development
- 1.16 an "Open Space Sum" is the total of an Open Space Maintenance Sum and an Open Space Inflation Sum each of which terms is defined in the Schedule of this agreement
- 1.17 references to The 1990 Act and the 1972 Act shall be deemed to include any amendment modification consolidation or re-enactment thereof for the time being in force
2. This agreement shall not come into effect until Commencement
3. Purchasers of individual Dwellings individual offices and individual commercial business or community units within The Development and their successors in title shall not be bound by this agreement

4. For the avoidance of doubt it is declared that this agreement does not confer planning permission
5. This agreement is executed as a deed and is delivered on the date stated at the beginning of the agreement
6. This agreement is a local land charge and shall be registered as such
7. THE Owner hereby AGREES DECLARES AND COVENANTS for herself and her successors in title with The Council with the intention of binding The Red Land and each and every part of it into whosoever's hands the same may come
 - 7.1 that no more than 101 General Market Housing Units shall be in Occupation until the Open Space shall have been laid out in accordance with a scheme to be submitted to and approved by The Council in accordance with the Permission and ownership of the Open Space has been transferred to The Council or whomsoever The Council may appoint
 - 7.2 to pay to The Council on The First Trigger Date the Open Space Sum for each and every Dwelling Occupied on or before The First Trigger Date
 - 7.3 to pay to The Council on The Second Trigger Date the Open Space Sum for each and every Dwelling first Occupied after The First Trigger Date and on or before The Second Trigger Date
 - 7.4 to pay to The Council on The Third Trigger Date the Open Space Sum for each and every Dwelling first Occupied after The Second Trigger Date and on or before The Third Trigger Date
 - 7.5 that the Landscaped Space shall be landscaped in accordance with a structural scheme to be submitted to and approved by The Council in accordance with the permission no later than The Second Trigger Date

- 7.6 until such time as The Landscaped Space is conveyed to The Council or as The Council may direct:
- 7.6.1 to maintain it in accordance with a scheme of maintenance to be submitted to and approved by the Council no later than the Second Trigger Date and
- 7.6.2 not to use it other than for the purposes of providing structural landscaping
- 7.7 upon any conveyance of The Landscaped Space to The Council or as The Council may direct to pay to The Council for the maintenance thereof the sum of £3,300 plus a sum bearing the same proportion to £3,300 as shall be borne by any increase in the Index of Retail Prices from 1st April 1996 until the first day of the month of payment of that sum to the Index of Retail Prices at 1st April 1996 calculated in accordance with paragraph 2 of The Schedule of this agreement
- 7.8 40 Affordable Housing Units shall be built on The Red Land prior to The Second Trigger Date 20 of which shall be built prior to The First Trigger Date
- 7.9 that no more than 101 General Market Housing Units shall be occupied until The Council shall have approved an Association to manage the Affordable Housing Units unless The Council otherwise agrees in writing such approval and agreement not to be unreasonably withheld
- 7.10 that no Affordable Housing Unit shall be occupied otherwise than by tenants of an Association without the written agreement of The Council
8. (a) The Conveyances required pursuant to clauses 7.1 and 7.6 above shall include a covenant on the part of the Transferee to ensure that the land cannot be used other than as an Open Space in perpetuity and as a Landscaped Space in perpetuity respectively
- (b) Each party to each Conveyance shall be responsible for its own costs resulting from their preparation and execution
9. The Council undertakes to apply all Open Space Sums received by it and the money received under clause 7.7 hereof for the maintenance of The Open Space and The Landscaped Space respectively

10. Without prejudice to the entitlement of The Council to seek to enforce the obligations contained in this agreement under The 1990 Act or to take any other action under any legislation if any dispute or question whatsoever shall arise between the parties to this agreement in relation to any term of this agreement or in regard to the meaning construction or effect of any clause or provision of this agreement or other matter of difference such shall be referred to and determined by a single arbitrator if the parties can agree upon one and in default of such agreement to be appointed upon the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1950 - 1979 or any statutory modifications or re-enactment of those Acts for the time being in force who shall have full power to determine such matters as he shall deem appropriate and whose decision shall be final and binding on both parties to this Agreement

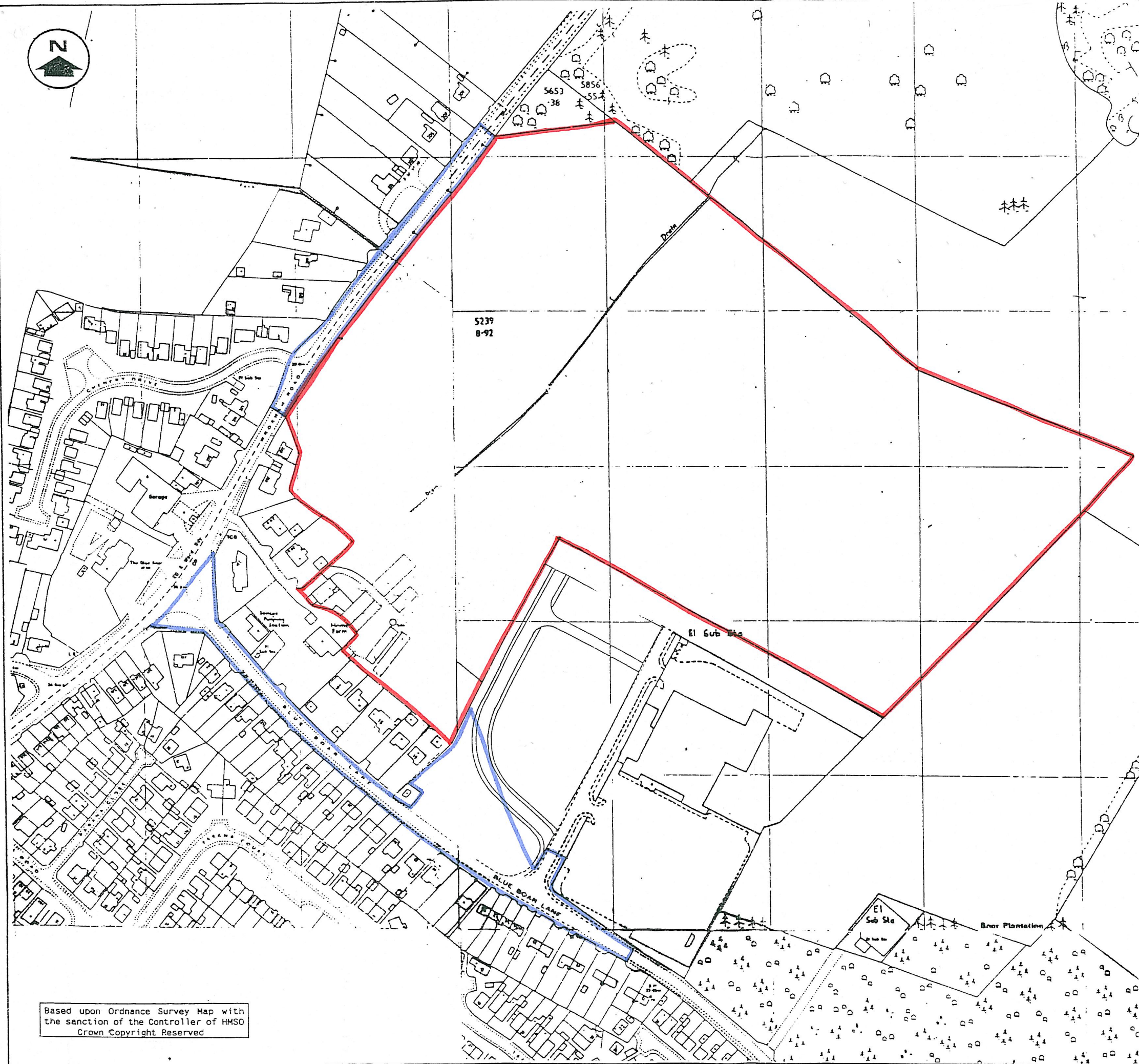
IN WITNESS whereof The Council has affixed its Common Seal to this agreement and The Owner has signed this agreement as a deed the day and year stated at the beginning of the agreement

THE SCHEDULE

1. An Open Space Maintenance Sum is the total of
 - £ 57.00 for each 1 bedroom Dwelling
 - £ 86.00 for each 2 bedroom Dwelling
 - £115.00 for each 3 bedroom Dwelling
 - £142.00 for each 4 bedroom or more Dwelling
2. An Open Space Inflation Sum is the sum bearing the same proportion to the Open Space Maintenance Sum as shall be borne by any increase in the Index of Retail Prices from 1st April 1996 until the first day of the month of payment of the Open Space Sum to the Index of Retail Prices at 1st April 1996 the Index figure at 1st April 1996 being 151.5

PROVIDED THAT

- (i) In this agreement Index of Retail Prices shall mean the latest Index of Retail Prices published by H.M. Stationery Office or any official publications substituted for it



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G. M. Tillet

4909

[Signature]

COLIN SMITH
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CLIENT

Mr G.M.Tillett

PROJECT

**Comprehensive Development
Home Farm, Blue Boar Lane,
Sprowston, Norwich**

DRAWING TITLE

Location Plan

DATE

JUNE 1992

DRAWN BY

SJS

SCALE

1:2500

CHECKED

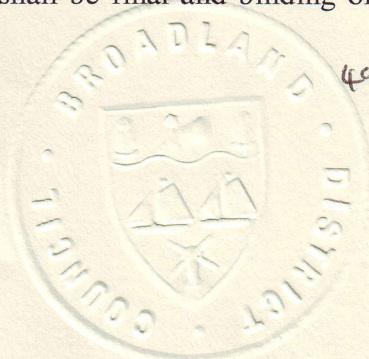
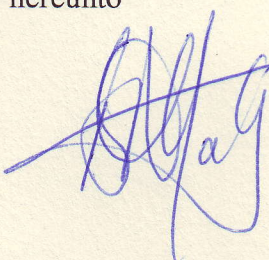
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DRAWING NO

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- (ii) In the event of any change after the date of this agreement in the reference base used to compile the Index the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the reference base current at the date of execution of this agreement had been retained
- (iii) In the event of it becoming impossible by reason of any change after the date of this agreement in the methods used to compile the Index or for any other reason whatsoever to calculate an Open Space Inflation Sum by reference to the Index or if any dispute or question whatsoever shall arise between the parties or their successors in title to this agreement with respect to the amount of an Open Space Inflation Sum or with respect to the construction or effect of this clause the determination of Open Space Inflation Sum or other matter in dispute shall be determined by a single arbitrator if the parties can agree upon one and in default of agreement to be appointed upon the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Acts 1950 - 1979 or any statutory modification or re-enactment of them for the time being in force by a single arbitrator who shall have full power to determine what would have been the increase in the Index had it continued on the basis and giving the information assumed to be available for the operation of this clause and his decision shall be final and binding on both parties to this agreement.

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



Director of Services and Solicitor
to The Council

SIGNED AS A DEED by DIANE MARGARET
TILLET in the presence of:-

