DATED 3rd December 2009

BROADLAND DISTRICT COUNCIL

- AND -

GEORGE HOUSE PROPERTIES LIMITED

- AND -

DAVID ROBERT REYNOLDS AND WENDY ELIZABETH REYNOLDS

AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990
Relating to the development of land at St Christopher's School,
George Hill, Old Catton, Norfolk

Broadland District Council
Thorpe Lodge
Yarmouth Road
Norwich
NR7 0DU

THIS AGREEMENT is made the 3rd day of December 2009

BETWEEN:

BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU ("the Council") of the first part

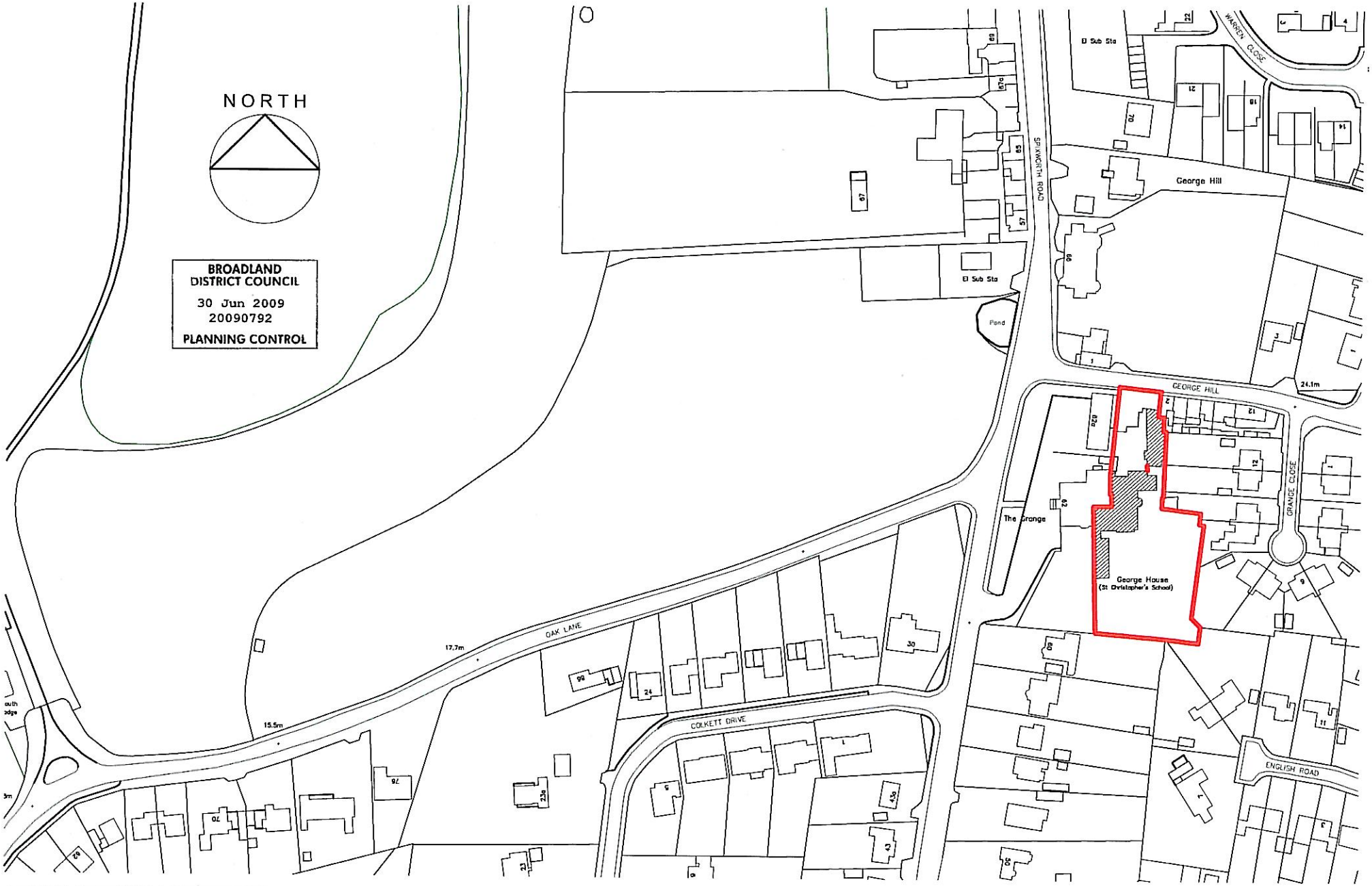
GEORGE HOUSE PROPERTIES LIMITED incorporated in England and Wales with company number 06553445 whose registered address is 8 Town Close Road Norwich NR2 2NB ("the Owner") of the second part

DAVID ROBERT REYNOLDS AND WENDY ELIZABETH REYNOLDS of 8 Town Close Road, Norwich NR2 2NB ("the Lessees") of the third part

1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Act"	the Town and Country Planning Act 1990 (as amended)
"Application"	the detailed planning application received on the 21st June 2009 for the erection of six (6) Residential Units under reference number 20090792
"Commencement Date"	the initiation of the Development by the carrying out on the Site pursuant to the Planning Permission of a material operation within the meaning of Section 56 (4) of the Act (but not including any operations relating to the demolition of any existing buildings or clearance



PROPOSED CHANGE OF USE TO CONVERT SCHOOL TO RESIDENTIAL UNITS AT ST. CHRISTOPHER'S SCHOOL, GEORGE HILL, NORWICH, FOR MR R. REYNOLDS - LOCATION PLAN scale 1:1250

DRAWING NO.
157/01

Terence Dorinell - Chartered Building Surveyor
4 Spruce Crescent
Poringland
Norwich NR14 7UA
tel: 01508 493445
mob: 07786227766
email terencedorinell@btinternet.com

RICS

	of the Site) and "commence" and "commencement" shall be interpreted in accordance with this definition
"Development"	the development permitted by the Planning Permission
"Director"	the Council's Strategic Director and Chief Planner or other officers of the Council acting under his hand
"Inflation Provision"	the increase (if any) in the Department for Business Enterprise and Regulatory Reform (BERR) Output Price Index for Public Works between 30 September 2006 and the date upon which a payment of money in respect of the Off-Site Open Space Contribution is made pursuant to this Agreement
"Monitoring Fee"	the sum of £300
"Off-Site Open Space Contribution"	the total sum of £19,218.00
"Plan"	the plan annexed to this Agreement
"Planning Permission"	the detailed planning permission to be granted pursuant to the Application
"Residential Unit"	a self-contained house bungalow or flat
"Site"	the land which is shown for the purposes of identification only edged red on the Plan

In this Agreement unless the context otherwise requires:

(i) references to any party shall include the successors in title and assigns of that party

(ii) references to clauses and schedules are references to clauses in and schedules to this Agreement except where otherwise specified

(iii) any mention herein of any Act or 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

(iv) headings in this Agreement shall not form part of or affect its construction

W H E R E A S:

A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated

B. The Owner is the freehold owner of the Site with title absolute registered at the Land Registry with title number NK375106 and the Lessees are the leasehold owners of part or parts of the Site with title absolute registered at the Land Registry with title number NK292696

C. The Council has resolved to approve the Application subject to the completion of this Agreement

2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

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

2.2 The obligations of the Owner hereunder are planning obligations for the purposes of the Act and enforceable by the Council against the Owner and its successors in title

2.3 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement 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

2.4 The provisions of this Agreement shall have immediate effect upon completion of this Agreement

2.5 This Agreement shall cease to have effect if:

2.5.1 the Planning Permission shall be quashed revoked or otherwise withdrawn

2.5.2 the Planning Permission shall expire prior to the Commencement Date

2.6 This Agreement shall be registered 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 were 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

3.3 No Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

4. NOTICES

4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile

4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	Strategic Director and Chief Planner Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU

The Owner	8 Town Close Road Norwich Norfolk NR2 2NB
The Lessees	8 Town Close Road Norwich Norfolk NR2 2NB

4.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer

5. THIRD PARTIES

5.1 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

6. COSTS

6.1 The Owner shall on completion of this Agreement pay to the Council its legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

7. PAYMENT OF INTEREST

7.1 The Owner shall pay interest at the rate of 4% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date the money is received

8. VAT

8.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

9. JURISDICTION

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

10. PLANNING OBLIGATIONS

The Owner hereby covenants with the Council as follows:

10.1 To pay to the Council the Off-Site Open Space Contribution as increased by the Inflation Provision in six equal instalments with each instalment payable upon the first occupation of each of the six Residential Units to be constructed pursuant to the Planning Permission.

10.2 To pay the Council the Monitoring Fee prior to the Commencement Date which is required for checking the implementation and compliance with the terms of this Agreement

11. THE COUNCIL'S OBLIGATIONS

11.1 The Council agrees with the Owner that the Off-Site Open Space Contribution shall be applied towards the provision improvement and / or maintenance of open space and/or recreational facilities in the Parish of Old Catton

12. THE LESSEES' OBLIGATIONS

12.1 The Lessees hereby consent to the completion of this Agreement and acknowledge that from the date that this Agreement comes into effect that part or parts of the Site over which it has a lease shall be bound by the restrictions and obligations contained herein

EXECUTED by the parties hereto as a deed on the date written above

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

M. Munro

Head of Corporate Services
and Monitoring Officer

SIGNED AS A DEED by)
GEORGE HOUSE PROPERTIES LIMITED)
Acting by a director and its secretary)

Director D R Reynolds

Secretary W. Reynolds

Signed by DAVID ROBERT REYNOLDS) D R Reynolds
in the presence of)

Susan K. SUSAN KNIGHT
24A CHAPEL STREET
BARFORD
NORWICH NR9 4AB

Signed by WENDY ELIZABETH REYHOLDS) W E Reynolds
in the presence of)

Susan K. SUSAN KNIGHT
24A CHAPEL STREET
BARFORD
NORWICH NR9 4AB