

Dated 07 FEBRUARY 2017

BROADLAND DISTRICT COUNCIL

-and-

JULIE SHEILA GREEN

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

relating to land off Woodbastwick Road,
Blofield, Norfolk

AK/SB/52618
(2016/1577)

THIS DEED is dated

07. FEBRUARY

2017

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 0DU (referred to as "the Council")
- (2) **JULIE SHEILA GREEN** of 14 Avondale close, Lingwood, Norwich, Norfolk NR13 4BG (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) The PPAP Pension Fund has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (C) The Owner owns the freehold of the Site which is registered at the Land Registry under title NK318292

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

"Act" the Town and Country Planning Act 1990

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“Commencement”	<p>the date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <ul style="list-style-type: none"> site clearance demolition archaeological investigations ground surveys removal of contamination erection of temporary fences <p>and ‘Commence’ and ‘Commenced’ will be construed accordingly</p>
“Development”	<p>the Development of the Site in accordance with the Permission</p>
“Dwelling”	<p>a dwelling to be built on the Site as part of the Development</p>
“Nominated Officer”	<p>the senior officer of the Council responsible for development management or other officer of the Council notified to the Owner</p>
“Occupation”	<p>Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <ul style="list-style-type: none"> construction internal and external refurbishment decoration fitting-out

marketing

and 'Occupy' and 'Occupied' will be construed accordingly

"Permission"

the planning permission to be granted by the Council for residential development and allocated reference number 20161577 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 land off Woodbastwick Road, Blofield, Norfolk and registered at Land Registry under title number NK318292 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

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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 himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed
- 3.2 The Council covenants 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 he no longer has an interest in the Site (unless the breach occurred before he disposed of his 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 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed
- 4.5 This Deed shall be registrable as a local land charge by the Council
- 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

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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

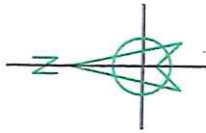
7.2.1 anticipated Triggers seven days in advance of each anticipated date

7.2.2 actual Triggers within seven days of each actual date

7.3 If the Owner disposes of his 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 ONE
Plan

The land known as land off Woodbastwick Road, Blofield, Norfolk and registered at Land Registry under title number NK318292 shown edged red on the Plan



Handwritten signature



REVISIONS	
NO	DATE
1	01/01/13
PROJECT	
Woodbastwick Road	
Blotfield Heath	
CLIENT	
DRAWING TITLE	
Location Plan	
Fusion 13 	
9 Princes Street Norwich, Norfolk NR3 1AZ info@fusion13.co.uk www.fusion13.co.uk	
SCALE - 1:500	DATE - Sep 2016
DRAWN BY - P266	REV. A

CHIEF EXECUTIVE

SCHEDULE TWO

Open Space

Part 1 **Owner Obligations**

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

"Inflation Provision"	The increase (if any) in the Department for Business & Skills output price index for new construction (2010): all new construction between September 2006 and the date upon which payment is made pursuant to this Agreement
"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 Councils current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 2 of this Schedule for the provision of land, equipment and maintenance and increased in line with the Inflation Provision and to be used for the East Broadland Green Infrastructure Project Plan, improvements at Yarmouth Road allotment site, improvements to the play area at Heathlands Community Centre and improvements to the bowls

and or football facilities at Heathlands Community Centre

“Open Space Policies” Means the policies contained in the Council’s Residential Development Supplementary Planning Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

The Owner hereby covenants with the Council as follows:

1. OFF-SITE OPEN SPACE

- 1.1 Not to Occupy or allow Occupation of the second Dwelling unless and until 50% of the Off-Site Open Space Contribution has been paid to the Council.
- 1.2 Not to Occupy or allow Occupation of the fourth Dwelling unless and until the final 50% of the Off-Site Open Space Contribution has been paid to the Council

Part 2

Cost per Dwelling for Provision and Maintenance of Off-Site Open Space Contribution

Purchase of Off Site Open Space

Land purchase					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£252	£51	£24	£600	£927
2 bed	£336	£68	£32	£800	£1,236
3 bed	£420	£85	£40	£1,000	£1,545
4 bed	£504	£102	£48	£1,200	£1,854
5 + bed	£588	£119	£56	£1,400	£2,163

Equipping of Off Site Open Space

Equipping					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£288	£89	£15	£429	£821
2 bed	£385	£119	£19	£572	£1,095
3 bed	£481	£148	£24	£715	£1,368
4 bed	£577	£178	£29	£858	£1,642
5+ bed	£674	£207	£34	£1,001	£1,916

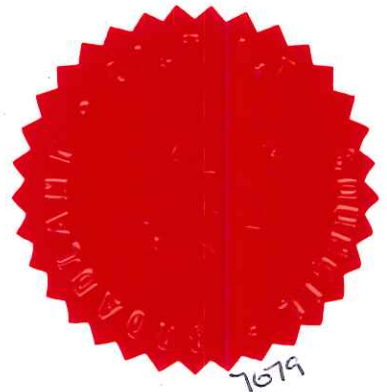
Maintenance of Off-Site and On-Site Open Space

Maintenance				
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:

)
)
)



Authorised Signatory:

A handwritten signature in black ink, appearing to be "Julie Sheila Green", written over a horizontal line.

CHIEF EXECUTIVE

Executed as a Deed by
JULIE SHEILA GREEN
in the presence of

)
)
)

A handwritten signature in black ink, appearing to be "Julie Sheila Green", written over a horizontal line.

Witness name (IN BLOCK CAPITALS)

CAROL HORNER

Witness Signature

Jo Horner

Address

12. Acornale Close
Lingwood Norfolk
NR13 4BG