

DATED

21st August

2017

AGREEMENT

under s.106 Town and Country Planning Act 1990

Relating to the development of land
north of Sir William's Lane Aylsham Norfolk
(Application No. 20170473)

LAYTONS

S O L I C I T O R S

GUILDFORD



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MANCHESTER

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16/14530.7591/31 July 2017

THIS DEED is made on

21st August

201.

Is made BETWEEN:-

1. **BDW TRADING LIMITED** (Company No. 3018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF ("the Owner");
2. **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 ODU ("the Council"); and
3. **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane Norwich NR1 2DH ("the County Council")

and is supplemental to an Agreement under Section 106 of the Town and Country Planning Act 1990 dated ¹⁵~~18~~ February 2013 relating to land north of Sir William's Lane Aylsham NR11 6AN and made between the Council, the County Council and Oak Park Farms Limited, Juliet Mary Buckingham, Mark Nevitt Buckingham, Annabel Marina Lawrence, Ernest John Walker Holman and Saltcarr Farms Limited (then the proprietors of the property bound by the 2013 Agreement) and Welbeck Strategic Land LLP (who then had the benefit of an option over the property bound by the 2013 Agreement) relating to planning permission 20111453 ("the Outline Consent") as varied by a deed made between the present parties dated 1 May 2015 (the "First Variation"). The said agreement dated ¹⁵~~18~~ February 2013 as so varied by the First Variation is herein referred to as "the 2013 Agreement".

WHEREAS

- (A) The Owner is the registered proprietor of "the Land" under title NK434526 being the Site as defined in the 2013 Agreement except for the Informal Open Space and access drive to the Allotments the title for which has been retained by the executor for the late Ernest John Walker Holman, Anne Holman and those parts sold to the buyers of dwellings and others exempt from liability under clause 16 of the 2013 Agreement. The obligations and provisions of the 2013 Agreement that relate to the Land are not now enforceable against Anne Holman as she has parted with her interest in the Land;
- (B) By an application under Section 73 of the Town & Country Planning Act 1990 with reference no. 20170473 the Owner has applied to vary the approved plans of plots 185 to 210 ("the 2017 Application").

The Council has resolved to grant permission pursuant to such application subject to the Owner entering into an agreement confirming that the 2013 Agreement shall apply to the Development as varied.

- (D) For the purposes of Sections 106, 106A and 106B of the Act:
- (a) The obligations on the part of the Owner contained in this Deed (so far as they relate to the regulation of the use or development of land) are planning obligations;
 - (b) The land the subject of the planning obligations is the Owner's land
 - (c) The Council and the County Council are Local Planning Authorities for the area within which the Land is located and by whom the obligations are enforceable;

NOW THIS DEED WITNESSES that:

1. STATUTORY AUTHORITY

This Deed is made in pursuance of Section 106 of the Act with the intent that it shall bind the Owner and its successors in title, assigns to the persons deriving title to the Property under or through it and creates planning obligations for the purposes of Section 106 of the Act.

2. INTERPRETATION

Where any words or expressions are defined in the 2013 Agreement such words or expression shall have the same meaning in this Deed save where the context admits otherwise.

3. AGREEMENT

3.1 The parties agree that upon grant of planning permission pursuant to the 2017 Application the 2013 Agreement shall be read and construed as if reference to "the Planning Permission" included the variation of the Planning Permission as permitted by such planning permission.

3.2 Subject to clause 3.1, the terms of the 2013 Agreement shall remain in full force and effect (insofar as not discharged prior to the date of this deed) and continue to bind the Site and the Owner.

4. **COMMUNITY INFRASTRUCTURE LEVY**

The parties agree that the nature and extent of the obligations undertaken by the Owner hereunder shall be taken into account and properly credited in any subsequent assessment of Community Infrastructure Levy imposed in respect of any development of the Property

5. **COSTS**

On completion the Owner shall pay the reasonable costs of the Council and the County Council in the preparation of this Agreement

6. **OTHER PROVISIONS**

- 6.1 the Owner warrants that he has full power to enter into this Deed and there is no other person whose consent is necessary to make this Deed binding on the Land

IN WITNESS this Agreement has been executed as a Deed by the parties

**EXECUTED as a Deed by BDW
TRADING LIMITED**
acting by its Attorneys

and

in the presence of:

Witness

Name

J. Marten

M.R. SEAN MARTEN

Address

7 SPRINGFIELD WOOD APPROX

CHELMSFORD, CM2 5FY.

Occupation

TOWN PLANNER

Robert John Holbrook
Matthew Ward

Robert John Holbrook

Matthew Ward

**EXECUTED as a Deed by
BROADLAND DISTRICT
COUNCIL** by affixing
its common seal in the presence of:-

M. Munn

Head of Democratic Services and
Monitoring Officer



7755

UTED as a Deed by)
FOLK COUNTY)
OUNCIL by affixing its common)
seal in the presence of:-)



42436.

A handwritten signature in black ink, consisting of stylized initials followed by a long horizontal line.

authorised to sign on behalf of Chief Legal Officer nplaw