

Dated 5th December 2017

BROADLAND DISTRICT COUNCIL

-and-

ANCHOR HOMES LIMITED

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

relating to land at The Manse, and The Mission Hall Globe Lane, Blofield, Norfolk
NR13 4JW

DEED is dated 5th December 2017

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Norwich, Norfolk, NR7 0DU (referred to as "the Council")
- (2) **ANCHOR HOMES LIMITED** (Company number 5370792) whose registered office is at of Unit 6, Rose Centre Retail Park, Norwich Road, North Walsham, NR28 0DR and whose correspondence address is 13-14 The Close Norwich NR1 4DS (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
- (C) The Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed to mitigate the impact of the Development
- (D) The Owner owns the freehold of the Site
- (E) The Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meets the test set out in the Regulation 122 of the Community Infrastructure Regulations 2010

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act The Town and Country Planning Act 1990

"Application" the application for full planning permission received by the District Council on the 21-07-2017 for the Development and allocated reference number 20171081

Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act forming part of the Development 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	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
Inflation Provision	<p>The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in tender price Index between 1 January 2015 and the date upon which a payment of the Off-Site Open Space Contribution is made pursuant to this Deed</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

security operations

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

Permission

The full planning permission pursuant to the Application to be granted by the Council for residential development (the construction of 4 No. two storey dwellings and change of use of Mission hall to form 3 No. dwellings) and allocated reference number 20171081 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

"Planning Obligations"

the obligations set out in Schedule 1 and Schedule 2

Site

The land known as The Mission Hall and Manse, Globe Lane, Blofield, Norwich, NR13 4JW and registered at H M Land Registry under title number NK468070 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

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
- 2.3A This Agreement will take effect on the date hereof save for the Planning Obligations which shall take effect on the Commencement
- 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 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 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 he is the owner of the Site with full power to enter into this Deed and that there is no other 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
- 4.3A This Deed shall not be enforceable against owner-occupiers or tenants or mortgagees of the Dwellings and against those deriving title from them
- 4.4 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 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
- 4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed

- 4.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 4.10 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith on the written request of the Owner mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
- 4.11 For the avoidance of doubt if current planning policies prevailing at the time of any section 73 application or any application for a replacement permission for the Development ("the prevailing planning policy") require less financial contributions or any variation thereto the Council HEREBY covenant and agree with the Owner that they will enter into a supplemental deed of variation to vary the terms of this deed to reduce or otherwise vary the financial contributions in accordance with the prevailing planning policy
- 4.12 The headings are for reference only and shall not affect construction.

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 his interest in all or part of the Site he 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 1

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:

"Green Infrastructure Contribution"	Means the sum of £13,675.84 and increased in line with the Inflation Provision to be used in line with the projects identified in the Council's Green Infrastructure Project Plan
"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 being £11,198.20 and increased in line with the Inflation Provision and applied towards improvements at the Yarmouth Road Allotment site and new recreational provision on the new open space land behind the Wyngates development
"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 policies contained in the Council's Development Management Development Plan 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. Not to Occupy or allow Occupation of more than 50% of the Dwellings on Site unless or until the Green Infrastructure Contribution and the Off-Site Open Space Contribution has been paid to the Council

SCHEDULE 2

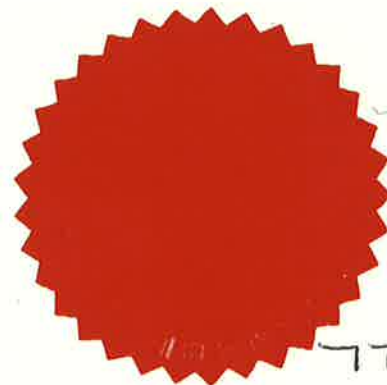
Use of money paid and repayment

1. The Council covenants that any money paid to it under the provisions of this Deed will be held in an interest bearing account and used for the purpose for which it was paid ("the Approved Purpose")
2. The Council covenants with the Owner that if any money paid to it under the provisions of this Deed has not been used or committed by way of contract for the Approved Purpose within 5 years of the Development being Completed, it will be repaid to the party that paid it

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 District Council
was affixed in the presence of:

)
)
)



Authorised Signatory:

M. Mue

Head of Democratic Services and
Monitoring Officer

EXECUTED AS A DEED by **ANCHOR**
HOMES LIMITED in the presence of:

)
)

Director:

[Signature]

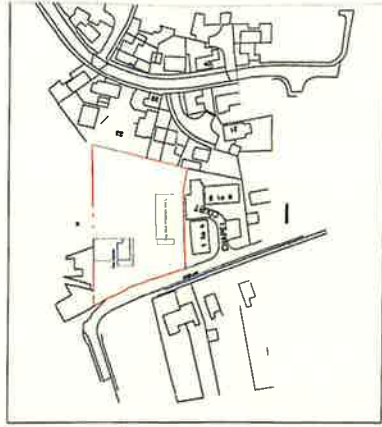
Director/Secretary:

[Signature]

**Head of Democratic Services and
Monitoring Officer**

**Head of Democratic Services and
Monitoring Officer**

REMOVE OLD TREE STUMP GROW WITHIN THE PLANTING HEDGE
TRIM AND FILL GAPS MIXED HEDGE



BROADLAND COUNCIL
21 JUL 2017
PLANNING CONTROL

20171081

06/01/2007
 05/01/2007
 04/01/2007

Graham Blyth
Building Design + Planning Services,
5 Mitre Tavern Yard
North Walsham,
NR28 9BN
Tele 01692 402385

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PROPOSED REDEVELOPMENT OF THE OLD MISSION HALL SITE
GLOBE LANE ,BLOFIELD
ANCHOR HOMES LTD