

Dated

2nd July

2021

Broadland District Council

-and-

Beauchamp Homes (Drayton) Limited

-and-

Lloyds Bank PLC

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

relating to land at

94 Fakenham Road Drayton NR8 6PY

THIS DEED is dated

2nd

July

2021

PARTIES:

- (1) Broadland District Council of Thorpe Lodge 1 Yarmouth Road Norwich NR7 0DU ("the Council")
 - (2) Beauchamp Homes (Drayton) Limited (Co.Regn. 12484776) of Cedar House, 10 Parkside Drive, Norwich NR6 7DP ("The Owner")
 - (3) Lloyds Bank PLC (Co Regn. 2065) of Pendeford Securities Centre Pendeford Business Park Wobaston Road Wolverhampton WV 9 5HZ ("the Mortgagee")
- together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the purposes of this deed for the area within which the Site is located.
- (B) The Owner owns the freehold of the Plot which is registered as part of title number NK 474129 being 94 Fakenham Road Drayton NR8 6PY and is the lawful successor in title to John Charles Burrage and later Mark Tunnycliffe of the same address
- (C) The Mortgagee has the benefit of a legal charge dated 16 March 2021 (and is subject to registration) over the Site

1. DEFINITIONS

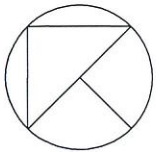
In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended.
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

Permission	The planning permission to be granted by the Council for erection of detached dwelling and cart lodge and allocated the official reference number 20202401
Plan	The plan attached to this Deed entitled SITE LOCATION PLAN, 94 FAKENHAM ROAD, DRAYTON, 1:1250 SCALE @ A4
Principal Deed	Means the deed dated 24 th October 2018 and made between the Council and John Charles Burrage relating to the Plot and other land
Plot	part of the land known as land 94 Fakenham Road Drayton NR8 6PY and registered at H M Land Registry under title number NK474129 shown edged red on the Plan annexed

2. LEGAL BASIS

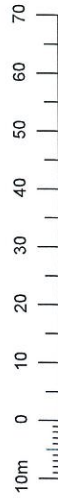
- 2.1 This Deed is made pursuant to Section 106 of the Act and, to the extent that it does not contain planning obligations, is made under Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, and all other enabling powers.
- 2.2 The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site, fairly and reasonably relate to the Site in scale and kind in accordance with regulation 122 of the Community Infrastructure Regulations 2010 as amended and may provide other planning benefits.
- 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



NORTH



Proposed dwelling,
plot outlined in red



SITE LOCATION PLAN, 94 FAKENHAM ROAD, DRAYTON, 1:1250 SCALE @ A4



8132

Monitoring Officer

A. Pearson

A. Pearson
A. Pearson

or permit it to be done.

- 2.6 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.

3. VARIATION

The Parties hereby agree to vary the Principal Deed of 24 October 2018 relating to the Land in the manner appearing below in the Schedule hereto with intent that that Principal Deed otherwise remains in full force and effect save as varied hereby

4 COVENANTS

- 4.1 The Owner covenants with the Council for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 4.2 The Council covenants with the Owner to comply with its obligations in this Deed.
- 4.3 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Plot shall be bound by the obligations contained in this Deed and that the security of its charge over the Plot shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall have no liability under this Deed unless it takes possession of the Plot or any part of the Plot in which case the Mortgagee will be bound by the provisions of this Deed as a person deriving title from the Owner

5. OTHER PROVISIONS

- 5.1 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.
- 5.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.3 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 5.4 If the Permission is quashed revoked or expires before Commencement without

the consent of the Owner this Deed will cease to have effect (insofar only as it has not already been complied with).

5.5 If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).

5.6 This Deed is registrable as a local land charge.

6 JURISDICTION

This deed is governed by and interpreted in accordance with the law of England and Wales and is subject to the non-exclusive jurisdiction of the courts of England and Wales.

Schedule

In Schedule 2 Open Space Part 1 Owner Obligations to the Principal Deed in the definition of "Green Infrastructure Contribution" the words "Part 3" are deleted and replaced by "Parts 3 and 4".

In Schedule 2 Open Space Part 1 Owner Obligations to the Principal Deed in the definition of "Off-Site Open Space Contribution" the words "Part 3" are deleted and replaced by "Parts 3 and 4".

In Schedule 2 Part 1 (Open Space) to the Principal Deed at end there is inserted;

"1.2 Where the Nominated Officer has agreed and there is a deficiency in the amount of Open Space within the Plot to pay the Off-Site Open Space Contribution prior to the first Occupation of the Dwelling that may be approved by the Council under the official reference number 20202401 for erection of detached dwelling and cart lodge as set out in Part 4 of this Schedule in addition to any amount payable by virtue of paragraph 1.1 above"

After Part 3 of Schedule 2 to the Principal Deed there is inserted;

"Part 4

Land Purchase

Property	Sports	Play	Allotments	Green Infrastructure	Total
4 bed	£623	£126	£59	£1484	£2,293

Equipping of Off-Site Open Space

Property	Sports	Play	Allotments	Green Infrastructure	Total
4 bed	£714	£220	£36	£1,061	£2,031

Maintenance of Off-Site and On-Site Open Space

Property	Sports	Play	Green Infrastructure	Total
4 bed	£748	£75	£626	£1,450

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 hereto in the presence of:

)
)
)

Authorised Signatory:

[Signature]

Monitoring Officer

8132



and this deed has been duly and properly executed
in accordance with the constitution of Broadland District Council

SIGNED as a deed by:

as attorney for and on
behalf of Lloyds Bank plc
in the presence of:

EXECUTED AS A DEED	
BY CASE HANDLER as authorised signatory for Lloyds Bank plc in the presence of (signature of witness)	Per Pro Lloyds Bank plc
<i>[Signature]</i>	<i>[Signature]</i>
Wobaston Rd, Wolverhampton WV9 5HZ	

ANGELA
PEARSON

[Signature]
GARKIN

SIGNED AS A DEED by
for Beauchamp Homes (Drayton) Limited
in the presence of:

)
)
)
Signature M. Greydill

Witness ROBERT SIBLEY
Witness Signature : [Signature]

Witness Address: 74 THE CLOSE

NORWICH NR1 4DZ

SOLICITOR

94 Fakenham Road s106
10-Jun-21