

Dated 23rd December

2021

Broadland District Council

-and-

Norfolk County Council

-and-

Repton Property Developments Limited

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

relating to land at Norwich Road Acle NR13 3BU

THIS DEED is dated 23rd December

2021

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL, Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 0DU (referred to as "the Council")
- (2) NORFOLK COUNTY COUNCIL, County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH (referred to as "the Owner")
- (3) REPTON PROPERTY DEVELOPMENTS LIMITED, Company number 10887284 whose registered office is at County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH (referred to as "the Developer")

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 Site
- (C) The Developer owns the freehold of the Adjoining Site and has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

The Act	Town and Country Planning Act 1990 as amended
The Adjoining Site	The land on the north side of Norwich Road Acle Norfolk registered at HM Land Registry under title number NK501839
Commencement	The date on which a material operation as defined in

Section 56(4) of the Act is first carried out, except (for the purposes of this Deed only) operations consisting of:

site clearance

demolition

archaeological investigations

ground surveys

removal of contamination or other adverse ground conditions

erection of temporary fences

temporary display of site notices and/or advertisements

and 'Commence' and 'Commenced' will be construed accordingly

Development

The Development of the Site in accordance with the Permission

Management Company

A company to be set up in accordance with the Original Agreement for the purposes of managing the Additional Informal Off Site Open Space and Footpath Link referred to in the Schedule to this Deed

Original Agreement

An agreement dated 24th May 2018 made under Section 106 of the Act between the Council (1) and the First Owner (2) containing planning obligations enforceable by the Council relating to planning permission numbered 20172189 for the Adjoining Site

Permission

The planning permission to be granted by the Council for surface water drainage basins and allocated reference number 20210261

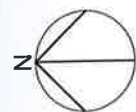
Plan

The plan attached to this Deed entitled Site Location

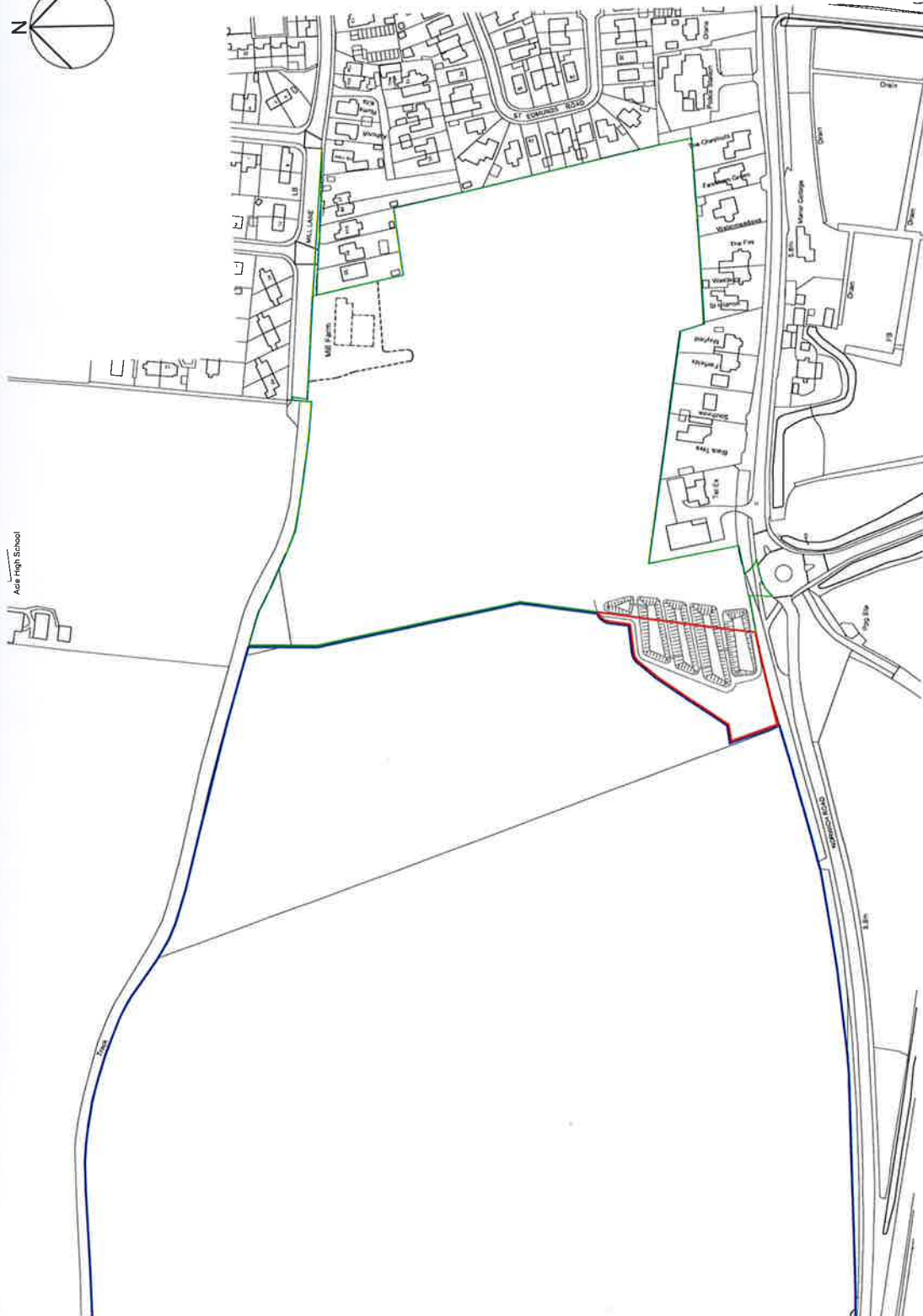
Plan 080-19 0155 P1

Site

The land on the north side of Norwich Road Acle and registered at H M Land Registry (among other land) under title number 11644 shown edged red on the Plan



— Repton ownership
— NCC ownership



2600

Shweta



WT Design Ltd
Architectural Consultants

Unit 7
Birmingham Business Center
North Building
North
NR13 4TA

01605 389421
info@wdsigns.co.uk

© WT Design Ltd

Do Not Scale

Project

Land North of Norwich Road,
Acle,

Drawing Title:

Site Location Plan

Scale @A3
1:2500

Date: _____

09/12/21

Project Number: Drawing Number

Revision:

P1	09/12/21	First Issue	LMS	*
Ray	Date	Description:	Ckd:	Adp

P1	09/12/21	First Issue	LMS	-
Ray	Date	Description:	Ckd:	Appr:

P1	09/12/21	First Issue	LMS	-
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P1	09/12/21	First Issue	LMS	-
Ray	Date	Description:	Ckd:	Appr:

2. LEGAL BASIS

- 2.1 This Deed is supplemental to the Original Agreement and 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 The terms and conditions of the Original Agreement shall remain in full force and effect subject to the supplemental provisions set out in this Deed
- 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 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 their respective statutory functions.
- 2.7 Representatives of the Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that they adhere to all reasonable health and safety requirements.

3. CONDITIONALITY

This Deed is conditional upon:

- 3.1 The grant of the Permission; and
- 3.2 The Commencement of Development.

Save for the provisions of this clause and clauses 4.3, 5.4, 5.11, 6 and 8 which shall come into effect immediately on completion of this Deed.

4 COVENANTS

- 4.1 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.

- 4.2 The Council and the Developer covenant with the Owner to comply with their respective requirements contained in this Deed.
- 4.3 The Council covenant with the Owner and Developer to use its endeavours to issue the Permission within ten days of completion of this Deed.

5. OTHER PROVISIONS

- 5.1 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
- 5.2 The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 5.3 This Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 5.4 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.
- 5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 5.7 No waiver, express or implied, by the Council of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed.
- 5.8 If the Permission is quashed revoked or expires before Commencement then, save for clause 5.4 , this Deed will cease to have effect (insofar only as it has not already been complied with).
- 5.9 Subject to clause 5.10, nothing in this deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 5.10 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).

5.11 This Deed is registrable as a local land charge.

5.12 Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.

5.13 An agreement, approval, consent or expression of satisfaction required by the Owner from the Council under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.

5.14 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this deed has been dated.

5.15 Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as local authority.

5.16 The parties agree that the supplemental provisions set out in the Schedule to this Deed shall take effect

6. DISPUTES

6.1 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.

6.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his functions. The fresh appointee is to be appointed in the manner prescribed in this clause.

6.3 The expert is to make his decision within 6 weeks of being appointed.

6.4 The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted

unreasonably. In that case the expert has binding discretion as to apportionment of the costs.

- 6.5 Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

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 If the Owner disposes of his interest in all or part of the Site he will notify the Council within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site.

8. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

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:

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

THE COMMON SEAL OF
Norfolk County Council
was affixed hereto in the presence of:

Authorised to sign on behalf of
Director of Governance
Date: 21/12/2021
SF WHITWORTH (Solicitor)

authorised for and on behalf of the Director of Governance
and this deed has been duly and properly executed
in accordance with the constitution of Norfolk County Council



Executed as a Deed by
REPTON PROPERTY DEVELOPMENTS LIMITED
Acting by a Director in the presence of

Director's signature

Director's name

Witness signature

Witness name

Witness address

SCHEDULE

FOOTPATH LINK AND ADDITIONAL INFORMAL OFF SITE OPEN SPACE

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

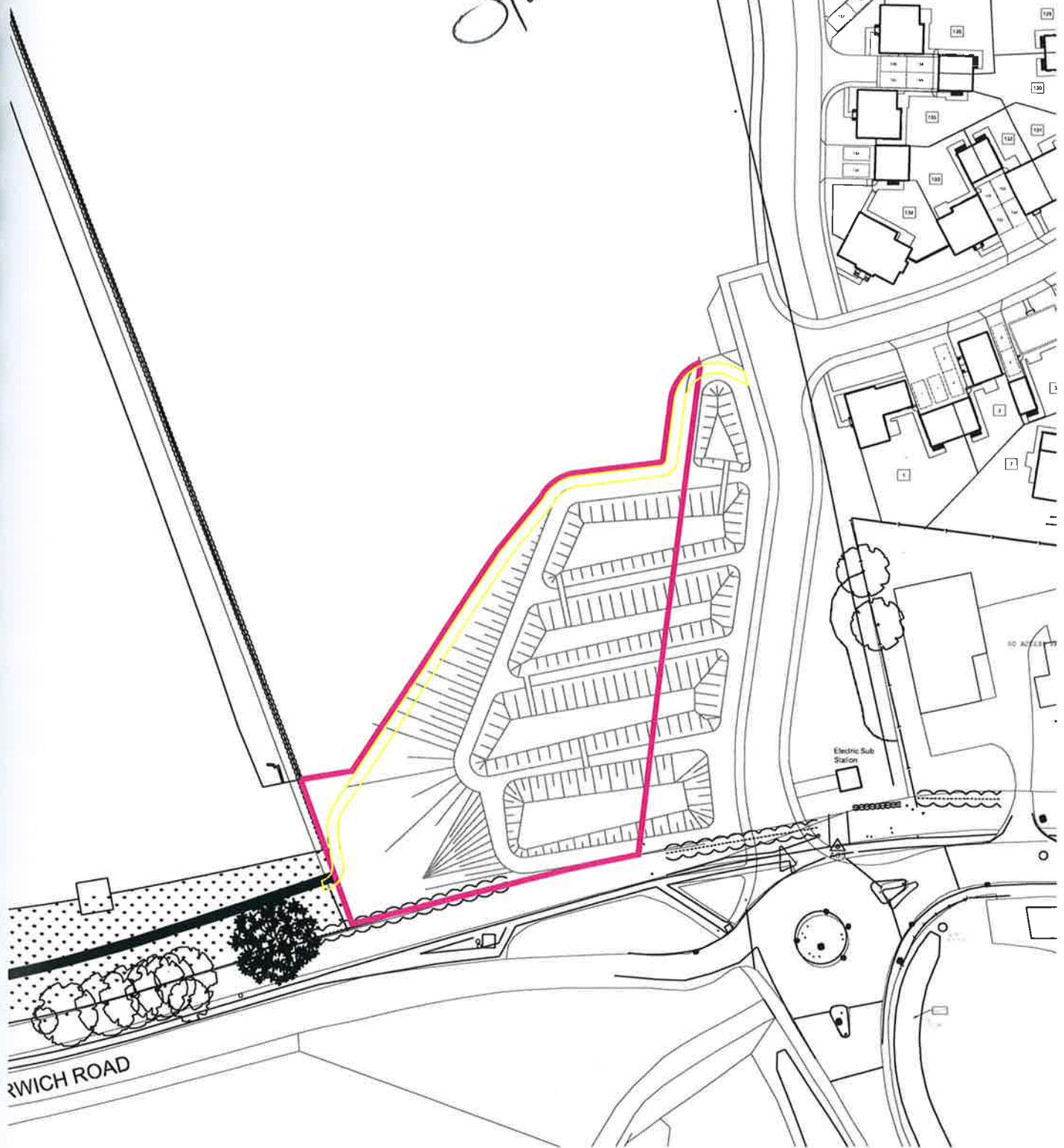
Additional Informal Off Site Open Space	The area of land edged in pink on Plan A
Additional Informal Off Site Open Space Scheme	A scheme for the provision of the Additional Informal Off Site Open Space comprising plans and details of; a) the layout location and design of the Additional Informal Off Site Open Space including details of the hedging, drainage features, access arrangement and fencing b) the ongoing management and maintenance of the Additional Informal Off Site Open Space Area by the Management Company to a standard suitable for use by the general public and approved by the Nominated Officer
Footpath Link	A footpath to be provided linking the Site to the Adjoining Site shown edged in yellow on Plan A attached to this Deed
Footpath Link Scheme	a scheme including plans drawings and specifications showing but not limited to the layout and design of the footpath link including details of any surface finishing, landscaping access arrangements and secure fencing to also include the following:- i) a timetable for delivery of the Footpath Link ii) details of the ongoing management and maintenance of the Footpath Link iii) such other information as the Council may reasonably require to enable approval of the Footpath Link scheme in writing by the Nominated Officer
Plan A	The plan attached to this Deed entitled Plan A 080-19 0156 P1

Area of additional informal open space

Route of footpath

8600

SH 1002



WT Design Ltd
Architectural Consultants



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Do Not Scale

Project
Land North of Norwich Road,
Acle

Drawing Title
Plan A

Client
Lovell

Scale (mm)
1:1000

Date
09/12/21

Project Number	Drawing Number	Revision
080-19	0156	P1
Information		

1. The Developer and the Owner covenant with the Council as follows:

- 1.1 To submit the Footpath Link Scheme and the Additional Informal Off Site Open Space Scheme to the Council for approval prior to occupation of the tenth dwelling on the Adjoining Site
- 1.2 To provide the Footpath Link and the Additional Informal Off Site Open Space prior to occupation of 50% (fifty percent) of the dwellings on the Adjoining Site
- 1.3 To maintain the Footpath Link and the Additional Informal Off Site Open Space in accordance with the approved scheme to the satisfaction of the Nominated Officer until they have been transferred in accordance with paragraph 2.1
- 1.4 Not to use the Additional Informal Off Site Open Space for any other purpose than for use by the general public for informal recreation purposes

2. The Owner covenants with the Council as follows:

- 2.1 That within 12 months of the occupation of the last dwelling on the Adjoining Site (or earlier by agreement with the Council) the Footpath Link and the Additional Informal Off Site Open Space will be transferred to the Management Company to be established under the terms of the Original Agreement

3. The Council covenants with the Owner to use reasonable endeavours to provide approval in writing of the Footpath Link Scheme and the Additional Informal Off Site Open Space Scheme within 8 weeks of submission in full to the Nominated Officer at the Council