

Dated 11 october

2021

Broadland District Council

-and-



-and-



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

relating to land West of Norwich Road and South of William Bush Close,
Cawston, Norfolk

THIS DEED is dated

11 October

2021

PARTIES:

- (1) Broadland District Council of Thorpe Lodge 1 Yarmouth Road Norwich NR7 0DU (referred to as "the Council")
- (2) [REDACTED] of "Newhaven" 17 Brandiston Road Cawston Norfolk NR10 4ET (together referred to as "the Owner")
- (3) [REDACTED] of 15 Grant Street Norwich NR2 4HA (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 Developer has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (C) The Developer intends to acquire the freehold interest of Plot 1
- (D) The Owner owns the freehold of the Site which is registered at the Land Registry under title number NK414170 and held free from encumbrances that would otherwise prevent the Owner from entering this Deed.

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 outline planning permission to be granted by the Council for 3 No detached single-storey three-

	bedroom dwellings (including Self-Build) with garages and gardens and allocated reference number 20210284
Plan	The plan numbered 34248NOLS-03 attached to this Deed
Plot 1	The plot on the Site on which a Self-Build dwelling is to be built in accordance with the Permission as shown edged red on the plan numbered 34248NOLS-04A
Self-Build	Has the meaning ascribed to it in section 1 of the Self-build and Custom Housebuilding Act 2015 (as amended by the Housing & Planning Act 2016)
Site	The land known as land west of Norwich Road and south of William Bush Close, Cawston and registered at H M Land Registry under title number NK414170 shown edged red on the Plan



8159

[REDACTED]

A	Plot boundaries amended.	MG	JIA	07/202
REV	DESCRIPTION	DRAWN	APPR	DATE

Do not scale from this drawing.





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, 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.
- 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 its statutory functions.

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 clause 5.4 which shall come into effect immediately on completion of this Deed.

4 COVENANTS

- 4.1 The Owner and Developer covenant with the Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 4.2 Other than with the prior written consent of the Council not to undertake any

- Development or cause or permit any Development on Plot 1 of the Site other than a Self-Build Dwelling to be built in accordance with the Permission; and
- 4.3 In the event that the Owner disposes of the Site, to give written notice to the Council within twenty days of the disposal and the name and address of the person to whom the Site has been transferred.

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 they are 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 (other than the Developer) whose consent is necessary to make this Deed binding on all interests in the Site.
- 5.3 This Deed will not be binding on 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 utility services.
- 5.4 On completion the Developer 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.

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.

7. COMMUNITY INFRASTRUCTURE LEVY (CIL) EXEMPTION

- 7.1 It is agreed and acknowledged that there shall be no liability for payment of CIL in respect of Plot 1 which accordingly shall be exempt from any such payment.

8. NOTIFICATIONS

- 8.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by special delivery to the address set out at the beginning of this Deed, unless written notification of another address has been received.

9. 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:

A handwritten signature in black ink, appearing to read 'C. M. Moxford'.

Deputy Monitoring Officer

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

8159

SIGNED AS A DEED by

JENNIFER ADCOCK

in the presence of:

Witness Signature

Witness Name

Witness Address

Witness Occupation

A black rectangular redaction box covering the signature area.

) A black rectangular redaction box covering the witness signature.

A black rectangular redaction box covering the witness name.

A black rectangular redaction box covering the witness address.

SIGNED AS A DEED by

RAYMOND ALFRED ADCOCK

in the presence of:

Witness Signature

Witness Name

Witness Address

Witness Occupation

) A black rectangular redaction box covering the signature.
)
)

A black rectangular redaction box covering the witness signature.

A black rectangular redaction box covering the witness name.

A black rectangular redaction box covering the witness address.

EXECUTED AS A DEED by

[REDACTED]

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)
)

[REDACTED]

in the presence of:

Witness Signature

[REDACTED]

Witness Name

[REDACTED]

Witness Address

[REDACTED]

Witness Occupation

Solicitor