

DATED 14th June 1995

BROADLAND DISTRICT COUNCIL

and

MESSRS. C.J. & M. G. EWING

and

DERBYPARK LIMITED

and

AYLSHAM ^{Town}~~PARTISH~~ COUNCIL

PLANNING OBLIGATIONS

under Section 106 of the Town & Country Planning Act 1990
as amended by Section 12 of the Planning and Compensation Act, 1991,
relating to land at Cawston Road, Aylsham, Norfolk.

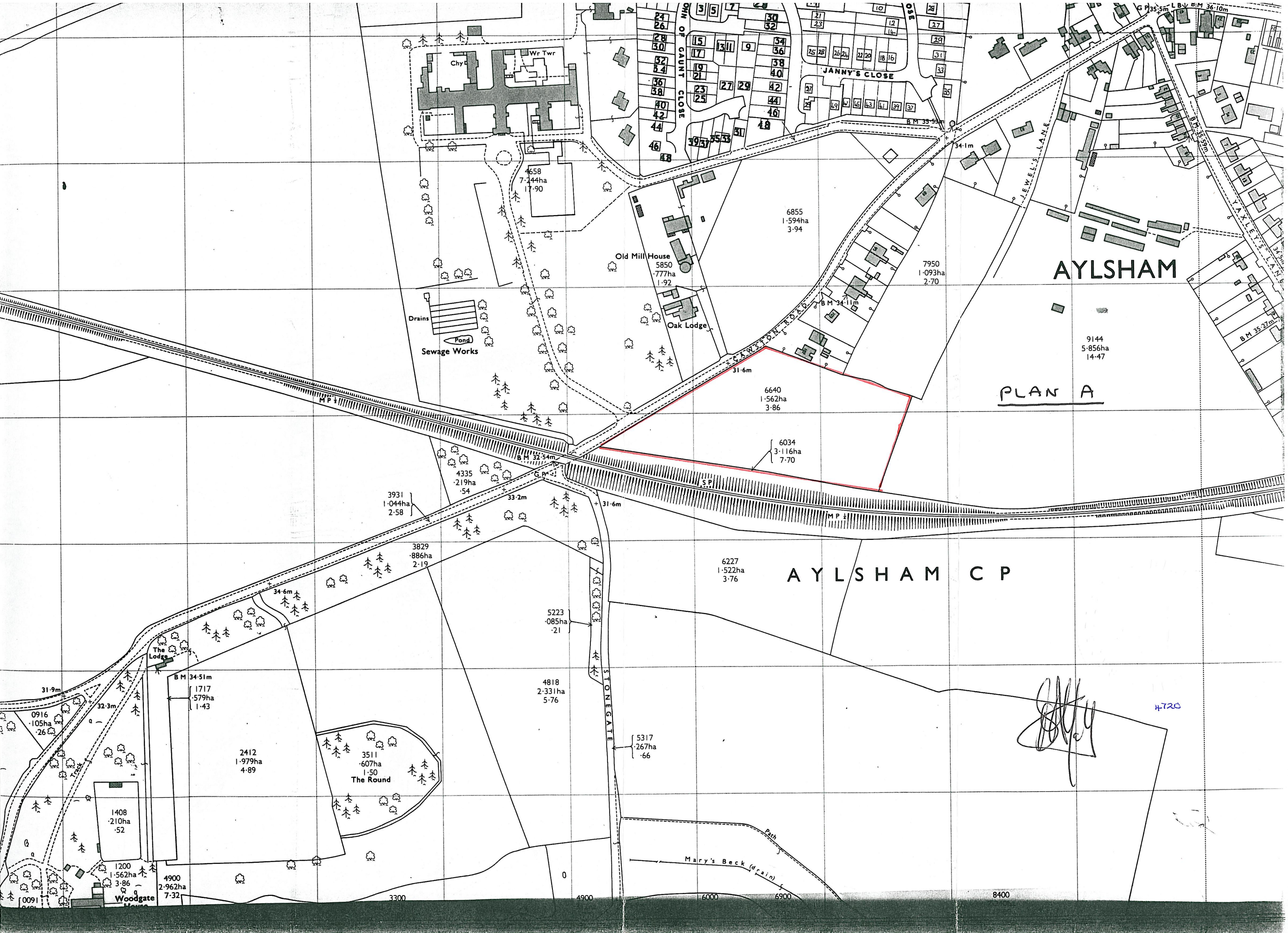
STEELE & CO.,
2 The Norwich Business Park,
Whiting Road,
Norwich,
NR4 6DJ

Ref. DEL/9404-8867

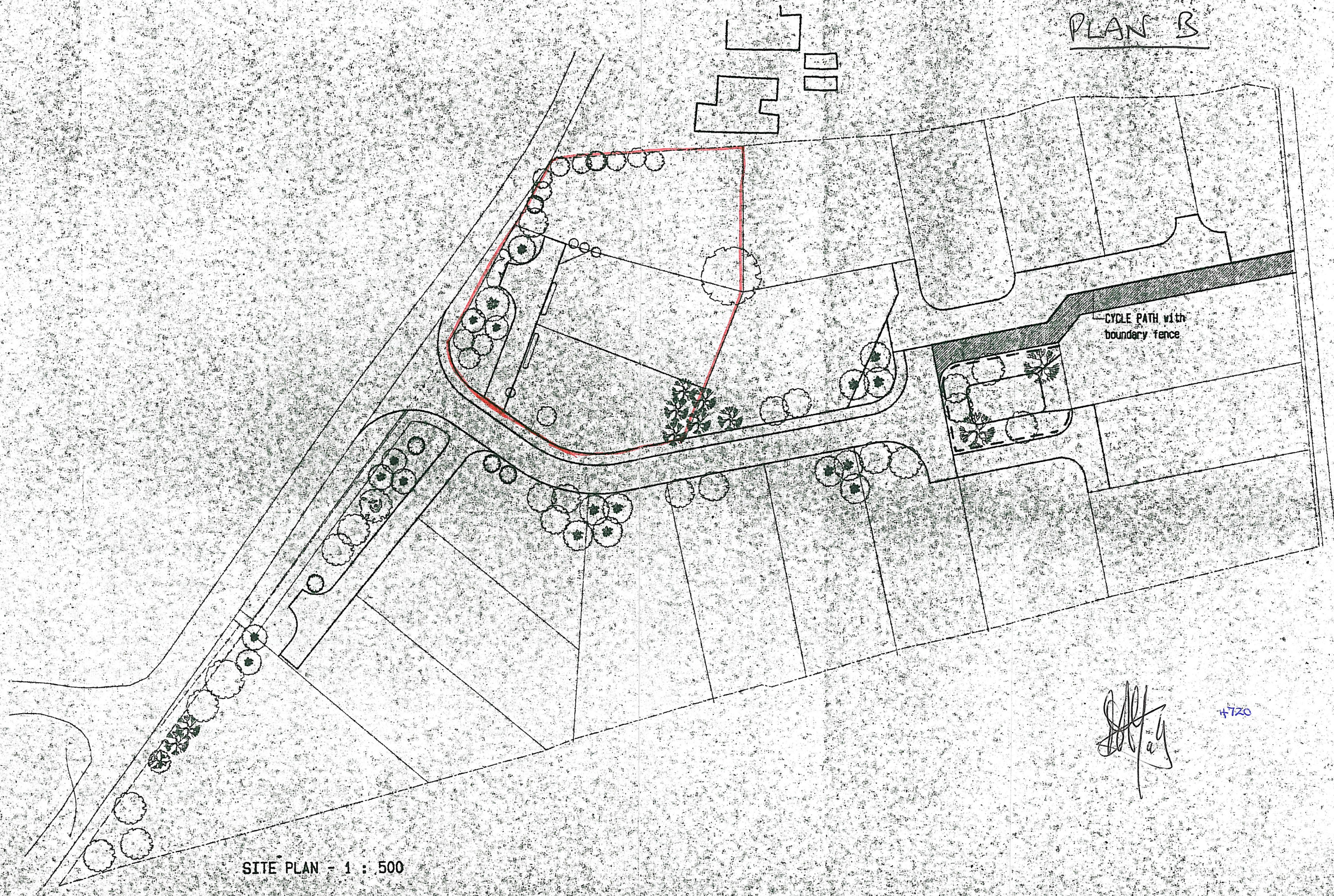
THIS PLANNING OBLIGATION is made the 14th day of June One Thousand Nine Hundred and Ninety-five **B E T W E E N** **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of Norfolk (hereinafter called "the Council") of the first part **COLIN JOHN EWING** of The Old Rectory Skeyton in the said County and **MARTIN GEOFFREY EWING** of Ellis Farm Longney in the County of Gloucester (hereinafter called "the Owner") of the second part **DERBYPARK LIMITED** whose Registered Office is situate at 3 Horsefair Street Leicester (hereinafter called "the Contracting Purchaser") of the third part and **AYLSHAM ^{Town} PARISH COUNCIL** (hereinafter called "the ^{Town} ~~Parish~~ Council") of the fourth part

WHEREAS:-

- (1) The obligations imposed by this Deed are planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
- (2) The Council is the Local Planning Authority by whom these obligations are enforceable
- (3) The Owner is seised in fee simple absolute in possession of (inter alia) the land shown for identification purposes only edged red on Plan A annexed hereto situate at Cawston Road in the ^{Town} ~~Parish~~ of Aylsham in the County of Norfolk (hereinafter called "the Property") free from incumbrances
- (4) On the Tenth day of November One thousand Nine hundred and Ninety-four the Owner entered into an Agreement for Sale ("the Contract") with the Contracting Purchaser for the sale to it of part of the Property and by Option Agreements ("the Option Agreements") dated the Tenth day of November One thousand Nine hundred and Ninety-four between the same parties the Contracting Purchaser has the option to purchase the remainder of the Property in two parts
- (5) The Contracting Purchaser applied to the Council under reference number 94.1249 for planning permission for the development of that part of the Property shown edged red on Plan B by the erection of dwellings (hereinafter called "the Development")
- (6) To meet the Council's planning policy for children's play standards for the Property it is necessary to pay:-



PLAN B



SITE PLAN - 1 : 500

- (a) a sum for the provision of new play facilities or the improvement of existing facilities (hereinafter referred to as "Provision Sum");
- (b) the associated maintenance costs in respect of such facilities for ten years (hereinafter referred to as "Maintenance Sum";
- (c) an inflation allowance;

all such sums to be calculated in accordance with the First Schedule hereto (hereinafter together called "the Play Space Sum")

(7) The Owner and the Contracting Purchaser have freely and voluntarily offered to pay to the ^{Town}~~Parish~~ Council at the direction of the Council the Play Space Sum

(8) The ^{Town}~~Parish~~ Council is willing to accept the Play Space Sum offered and the Council has agreed in principle to grant planning permission for the Development subject (inter alia) to the Owner and the Contracting Purchaser entering into a planning obligation on the terms and conditions hereinafter appearing

(9) The Council the Owner and the Contracting Purchaser have agreed subject to planning permission being granted in consequence of the aforesaid application to enter into this planning obligation pursuant to the said Section 106 as amended

NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of application number 94.1249 and pursuant to the said Section 106 as amended the Owner and the Contracting Purchaser hereby jointly and severally COVENANT with the Council to pay to the ^{Town}~~Parish~~ Council on the completion of each and every dwelling on the Property the Play Space Sum in respect of that dwelling in lieu of making provision of new play facilities on the Property as would otherwise be required to satisfy the Council's policy for children's play

PROVIDED ALWAYS that the Owner shall only be personally liable hereunder in respect of any part of the Property whilst they hold a legal estate or interest in that part of the Property.

2. The Council undertakes with the Owner and the Contracting Purchaser that upon execution hereof and upon the Owner and the Contracting Purchaser undertaking to pay to the ^{Town}~~Parish~~ Council the Play Space Sum as aforesaid it will issue to the Contracting Purchaser the planning permission sought under application number 94.1249

3. The ~~Parish~~^{Town} Council undertakes with the Owner and the Contracting Purchaser that the Play Space Sum shall be applied for the provision of new play facilities or the improvement of existing facilities in the ~~Parish~~^{Town} of Aylsham
4. The ~~Parish~~^{Town} Council hereby covenants with the Owner and the Contracting Purchaser to make repayment to whoever of the Owner or the Contracting Purchaser pays the same of the Play Space Sum plus interest at the rate of the Base Lending Rate from time to time of Barclays Bank PLC if the Parish Council fails to provide new play facilities or improve the existing facilities within five years of the date of receipt of the Play Space Sum in respect of the final dwelling on the Property
5. For the avoidance of doubt it is hereby agreed that this planning obligation in no way confers any planning permission or other rights other than those herein specified
6. The expressions "the Council" "the Owner" "the Contracting Purchaser" and "the ~~Parish~~^{Town} Council" shall where the context so admits include their respective successors in Title and assigns
7. This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed
8. Two members of the ~~Parish~~^{Town} Council have executed this deed in pursuance of Section 14 (3) of the Local Government Act 1972

THE SCHEDULE

Provision Sum

As at 1st April 1995 the sum of £127.70 per child bedspace. Child bedspaces in respect of each and every dwelling on the Property to be calculated by subtracting one bedroom from the number of bedrooms in a dwelling with more than one bedroom (except those specifically designed and occupied by elderly persons or covered by an agreement to such). All rooms which are shown as bedrooms or could reasonably be used as such are to be counted

Maintenance Sum

A sum to be calculated by the proper officer of the Council to provide an equivalent of £13 per annum as at 1st April 1995 per child bedspace in respect of each and every dwellinghouse multiplied by 10 years

Inflation Allowance

(a) By way of additional Provision Sum a sum bearing the same proportion to the Provision Sum as shall be borne by any increase in the Index of Retail Prices during the month of payment of the Play Space Sum to the figure shown therein for the month of April 1995

(b) By way of additional Maintenance Sum a sum bearing the same proportion to the Maintenance Sum as shall be borne by any increase in the Index of Retail Prices during the month and year of payment of the Play Space Sum to the figure shown therein for the month of April 1995

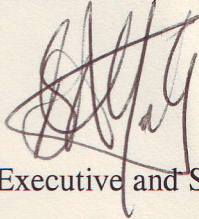
PROVIDED THAT

(i) In this Planning Obligation Index of Retail Prices shall mean the Index of Retail Prices published by H.M. Stationery Office or any official publications substituted therefor

(ii) In the event of any change after the date hereof in the reference base used to compile the said Index the figure taken to be shown in the said Index after such change shall be the figure which would have been shown in the said Index if the reference base current at the date of execution hereof had been retained

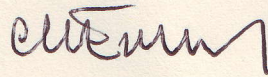
(iii) In the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the said Index or for any other reason whatsoever to calculate the Inflation Allowance by reference to the said Index or if any dispute or question whatsoever shall arise between the parties hereto with respect to the amount of the Inflation Allowance or with respect to the construction or effect of this clause the determination of the Inflation Allowance or other matter in difference shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and given the information assumed to be available for the operation of this clause

THE COMMON SEAL of BROADLAND)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)



Assistant Chief Executive and Solicitor to the Council

SIGNED AS A DEED by COLIN
JOHN EWING in the presence of:-)



Signature: C. J. Ewing
Address: Dovegate, Chapel Rd, E. Ruston
Occupation: Gardener

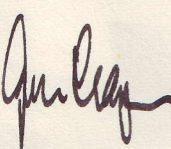


SIGNED AS A DEED by MARTIN
GEOFFREY EWING in the presence of:-)



Signature: S. J. Seymour
Address: Hawthorn Farm Colchester Glcs.
Occupation: Army Assistant

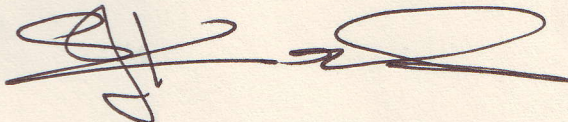
THE COMMON SEAL of DERBYPARK
LIMITED was hereunto affixed)
in the presence of:-)

Director: 

Secretary: S E Clayton

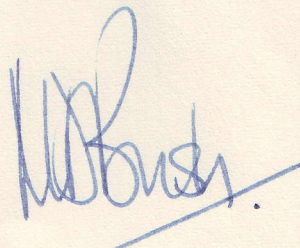


SIGNED SEALED AND DELIVERED by)
Sylvia Joan Keeler) x
Member of the ^{Town} Parish Council)



Witness: Maureen Reynolds
Address: Blacksmiths Cottage
Colby Road, Banningham,
Occupation: Town Clerk

SIGNED SEALED AND DELIVERED by)
Michael David Bush) x
Member of the ^{Town} Parish Council)



Witness: Maureen Reynolds
Address: Blacksmiths Cottage
Colby Road
Banningham
Occupation: Town Clerk