DATED 9th May 1997

BROADLAND DISTRICT COUNCIL

and

WHERRY HOUSING ASSOCIATION LIMITED

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 Clover Road, Sprowston, Norfolk.

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

Ref. DEL/9603-9280

THIS PLANNING OBLIGATION is made the 14 day of May One thousand Nine hundred and Ninety-seven **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 one part and WHERRY HOUSING ASSOCIATION LIMITED whose registered office is situate at Wherry House 300 St. Faiths Road Old Catton Norfolk NR6 7BJ (hereinafter called "the Owner") of the other 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 the Plan annexed hereto (hereinafter referred to as "the Plan") situate at Clover Road Sprowston in the County of Norfolk (hereinafter called "the Red Land") subject to the matters contained in the Charges Register of Title Number NK172883 but otherwise free from incumbrances

(4) The Owner applied to the Council under reference number 961109 for planning permission for the development of the Red Land by the erection of flats bungalows and houses (hereinafter called "the Development")

(5) To meet the Council's planning policy for children's play standards for the Development it is necessary to pay:-

(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")

(6) The Owner has freely and voluntarily offered to pay to the Council the Play Space Sum

(7) The Council has agreed in principle to grant planning permission for the development subject (inter alia) to the Owner entering into a planning obligation on the terms and conditions hereinafter appearing

(8) The Council and the Owner 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 961109 and pursuant to the said Section 106 as amended the Owner hereby COVENANTS with the Council to pay to the Council on the commencement of the Development the Play Space Sum in lieu of making provision of new play facilities on the Land as would otherwise be required to satisfy the Council's policy for children's play

2. The Council undertakes with the Owner that upon execution hereof and upon the Owner undertaking to pay to the Council the Play Space Sum as aforesaid it will issue to the Owner the planning permission sought under application number 961109

3. The Council undertakes with the Owner that the Play Space Sum shall be applied for the provision of new play facilities or the improvement of existing facilities in the Parish of Sprowston

4. The Council hereby covenants with the Owner to make repayment to the Owner of the Play Space Sum plus interest at the rate of the Base Lending Rate from time to time of Barclays Bank PLC if it fails to provide new play facilities or improve the existing facilities within five years of the date of receipt of the Play Space Sum

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" and "the Owner" 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

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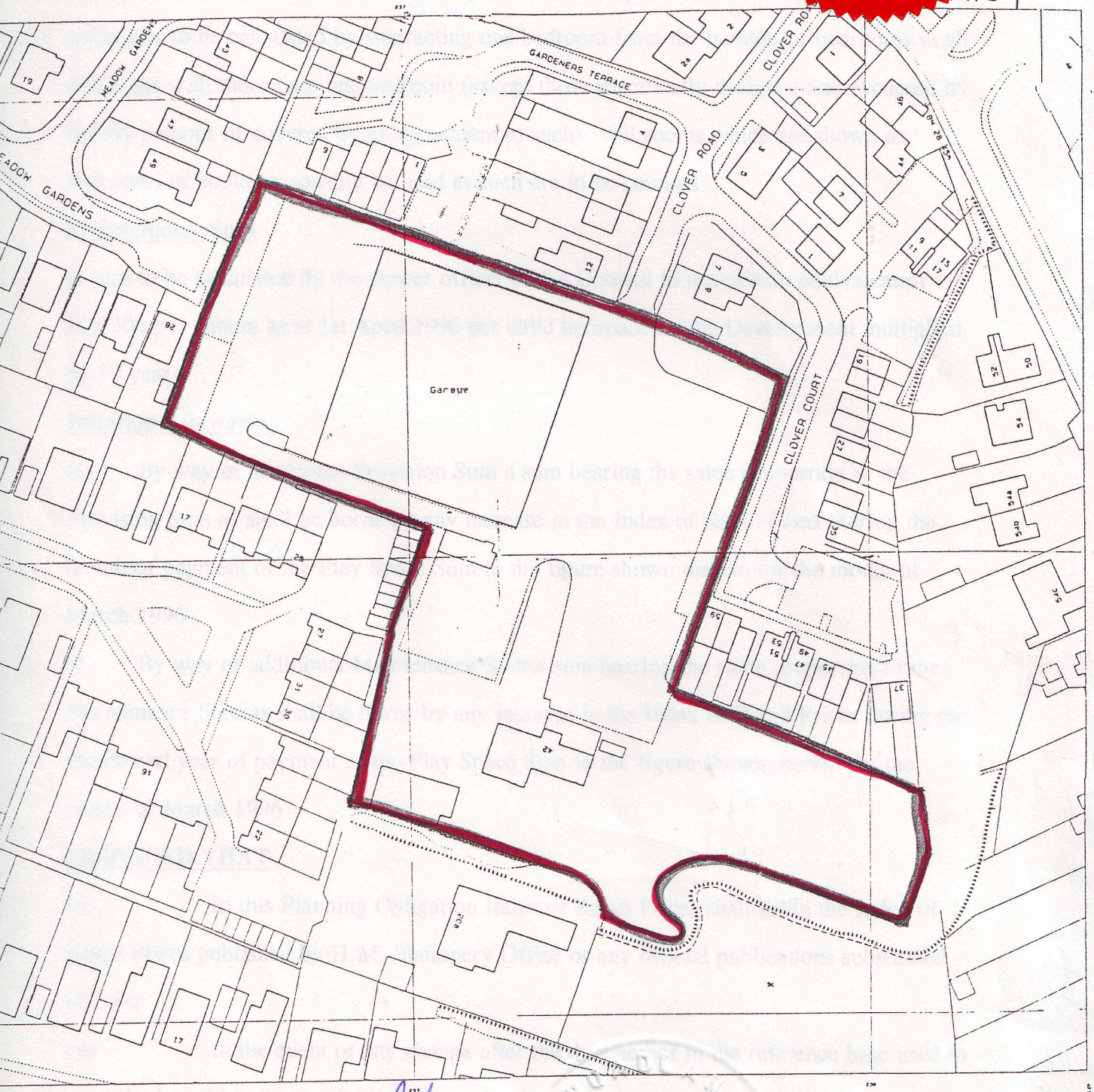

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IN WITNESS whereof the Council and the Owner have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE SCHEDULE

Provision Sum

As at 1st April 1996 the sum of £130.40p per child bedspace on the Development. Child bedspaces to be calculated by subtracting one bedroom from the number of bedrooms in all dwellings 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 £13.30p per annum as at 1st April 1996 per child bedspace on the Development 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 March 1996

(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 March 1996

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 1996 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:-

BROADLAND DISTRICT COUNCIL

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Director of Services and Solicitor to the Council

THE COMMON SEAL of WHERRY HOUSING ASSOCIATION LIMITED was hereunto affixed in the presence of:-

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Committee Member

Secretary: