

Dated

24th May

2017

Broadland District Council

-and-

Spencer William Gray

- and -

National Westminster Bank PLC

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**
relating to land at Cedar Lodge, Hall Lane,
Crostown, NR12 7BB

24th May

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU (referred to as "the Council")
- (2) **SPENCER WILLIAM GRAY** of Cedar Lodge, Hall Lane, Crostwick, Norwich, NR12 7BB (referred to as "the Owner")
- (3) **NATIONAL WESTMINSTER BANK PLC** (Co. Regn. No. 929027) whose registered office is at 135 Bishopsgate, London, EC2M 3UR (referred to as "the Mortgagee") *and whose address for service is Credit Documentation Po Box 339 Manchester M60 2AH*

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) The Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (C) The Owner owns the freehold of the Site
- (D) The Mortgagee has a charge over the Site

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

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| Act | The Town and Country Planning Act 1990 |
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| Commencement | The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of: site clearance |
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demolition
archaeological investigations
ground surveys
removal of contamination
erection of temporary fences
and 'Commence' and 'Commenced' will be construed accordingly

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

Nominated Officer The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner

Occupation Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:
construction
internal and external refurbishment
decoration
fitting-out
marketing
and 'Occupy' and 'Occupied' will be construed accordingly

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|------------|--|
| Permission | The planning permission to be granted by the Council for change of use and extension of existing workshop and office to Dwelling and removal of commercial use of the whole of the Site and allocated reference number 20161109 or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development |
| Plan | The plan attached to this Deed |
| Site | The land known as Cedar Lodge, Hall Lane, Crostwick, NR12 7BB and registered at H M Land Registry under title number NK97476 shown edged red on the Plan |
| Trigger | means the Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action |

2. LEGAL BASIS

- 2.1 This Deed 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 It is agreed by the Parties that any obligation contained within this Deed which sets out how a planning obligation will be performed will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended

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

3. COVENANTS

- 3.1 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
- 3.2 The Council covenant with the Owner to comply with their respective requirements contained in this Deed

4. OTHER PROVISIONS

- 4.1 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 they disposed of their interest)
- 4.2 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 (other than the Mortgagee) with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 This Deed will not bind anyone who acquires an interest in part of the Site for the

purpose of the supply of utility services

- 4.4 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed

5. DISPUTES

- 5.1 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
- 5.2 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

6. INTEREST AND VAT

- 6.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

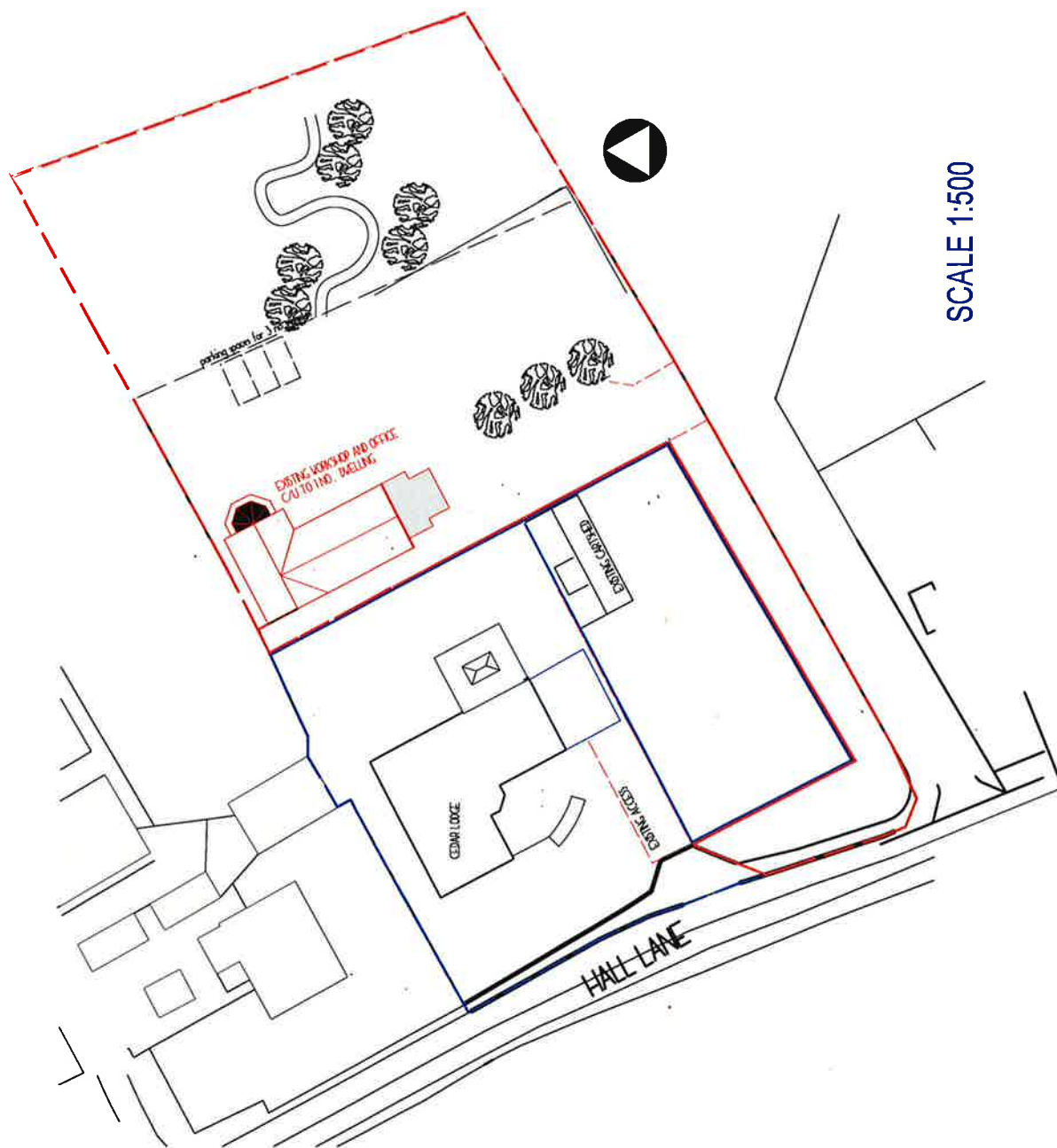
7. NOTIFICATIONS

- 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 The Owner will notify the Nominated Officer in writing of the relevant
- 7.2.1 anticipated Triggers seven days in advance of each anticipated date
 - 7.2.2 actual Triggers within seven days of each actual date
- 7.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer 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. MORTGAGEE CONSENT

The Mortgagee consents to this Deed so that its interest in the Site is bound by the obligations contained in this Deed and agrees that its security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Site. (For the avoidance of doubt any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed.)

SCHEDULE 1
The Plan



SCALE 1:500

Schedule 2

Non-Implementation

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

“the First Permission” the planning permission issued by the Council on 14 February 2014 for change of use from B2 (Car servicing & Repair) to Sui Generis (Car sales) (Retrospective) bearing reference number 20131746

The Owner covenants with the Council:

1. Not to Commence, carry out or continue with any development authorised by the First Permission on the Site following Commencement of the Development authorised by the Permission
2. The parties hereto acknowledge that the covenants contained in this Deed shall not give rise to any right to compensation whatsoever and the Owner covenants not to pursue any such claim

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 in the presence of:

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7726

Authorised Signatory:

M. Murrel

Head of Democratic Services and
Monitoring Officer

EXECUTED AS A DEED by
SPENCER WILLIAM GRAY
in the presence of:

[Signature]

) * Sign
)

Witness: *M Jones*

Name: *Mark Jones*

Address: *6 Hampden Drive
Norwich
NR7 0UT*

~~Signed and delivered as a Deed for and on behalf of~~

~~**NATIONAL WESTMINSTER BANK PLC**~~

~~by a duly authorised signatory~~

Signed and Delivered as a Deed
For and on behalf of
National Westminster Bank Plc
By a duly authorised Attorney

In the presence of **Martyn Freeman**

[Signature]

Witness' Signature-Bank employee₁₀

D. Foster
David Foster

DOCUMENTOR
CREDIT DOCUMENTATION

REF 4472674/MD5