

DATED 23rd July 2001 <sup>2</sup>  
EA.

THE BROADS AUTHORITY

- and -

BROADLAND DISTRICT COUNCIL

-and-

FRANCIS CATOR


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## AGREEMENT

Under Section 106 of the  
Town and Country Planning Act 1990  
relating to land at Ranworth Village Hall

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Solicitor to the Broads Authority  
Norfolk County Council  
County Hall  
Martineau Lane  
Norwich  
NR1 2DH

THIS AGREEMENT is made by Deed the 27<sup>th</sup> day of July 2001<sup>12</sup> .

BETWEEN THE BROADS AUTHORITY (the "Authority") of Thomas Harvey House 18 Colegate Norwich NR3 1BQ(1) and BROADLAND DISTRICT COUNCIL of Thorpe Lodge Norwich Norfolk NR7 ODU ( the "Council") (2) and FRANCIS CATOR of Old House Ranworth Norfolk (the "Owner" (2)

AND RECITES:-

- (1) The Owner is the freehold owner of the land shown edged red on the attached plan ("the Land")
- (2) The Authority and the Council are Local Planning Authorities within the meaning of the Town and Country Planning Act 1990 (the "Act") for the area within which the Land is situated
- (3) The Owner has made application to the Authority (reference 001510) (the "Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop the Land by the demolition of a dwelling and the erection of two dwellings and garaging (the "Development")
- (4) Planning permission for the Dwelling 2 the subject of this agreement is subject to policy H14 of the Broads Local Plan and the Land is a rural exception site within the meaning of Circular 6/98 and PPG3 Annexe A and

policy H14 requires amongst other things that the said dwelling be managed by a local authority a registered housing association or other suitable body such as a parish or village trust

- (5) The Owner has not offered to transfer the said dwelling to such a body but subject to completion of this Agreement and taking into account clauses 3.2 and 3.3 hereof the Authority are satisfied that equivalent safeguards are thereby provided and have accordingly resolved to grant planning permission for the Development pursuant to the Application (the "Planning Permission")
- (6) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended)
- (7) The obligations created by this Deed are enforceable by the Authority and the Council

N O W THIS DEED WITNESSETH as follows:-

1. In this Agreement the following expressions shall have the following meanings:-

The expressions set out in the recitals shall have the meanings ascribed to them therein

CD  
OK

"Dwelling ~~1~~<sup>2</sup>" and "~~Dwelling 2~~" means the dwellings <sup>edged blue</sup> ~~so numbered~~ on the Plan together with at least one of the car parking spaces coloured brown on the Plan and one other as the occupier may decide being either the remaining car parking space or the garage adjacent to Dwelling 2 unless that garage has been let to a third party and provided that the garage may ~~at the owners option~~ be subject to a separate payment in respect thereof



“Housing Register” means that register maintained by the Council pursuant to section 162 of the Housing Act 1996 or any statutory modification or re enactment thereof

“Local Connection and Housing Need” shall be evidenced by entry on the Housing Register PROVIDED THAT where there is a person or persons on the Housing Register who reside in the parishes of Ranworth or Woodbastwick then no other person shall be deemed to have Local Connection and Housing Need

“Local Reference Rent” means that maximum rent which would be prescribed by the Housing Corporation from time to time for Dwelling 2 if it were owned or managed by a social landlord registered pursuant to section 3 of the Housing Act 1996 or any statutory modification or re enactment thereof or in default thereof such other rent as the Council shall reasonably determine as affordable by persons with Local Connection and Housing Need AND IT IS HEREBY DECLARED that the local Reference Rent at the date hereof is £525 per calendar month

2. This Agreement is made in pursuance of Section 106 of the Act and all other enabling powers
3. The Owner hereby covenants with the Authority and the Council with effect from the commencement of the Development within the meaning of section 56 of the Act (“Commencement”) as follows:-

- 3.1 Dwelling 2 shall not be occupied other than by a person with Local Connection and Housing Need
- 3.2 The rent or other charge to the occupiers of Dwelling 2 shall not exceed the Local Reference Rent
- 3.3 Dwelling 2 shall not be occupied other than by a person nominated by the Council from the Housing Register and nominations shall take place in accordance with the procedure set out in the schedule hereto
4. (1) The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- (2) If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
- (3) If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute shall be referred to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Chartered Institute of Housing who shall act as an expert

and not as an arbitrator and whose decision shall be final and binding upon the parties

5. No waiver (whether express or implied) by the Authority of any breach of default by the Owner or his successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Authority from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owner or his successors in title
6. The Owner hereby covenants that he is the freehold owner of the Land and has full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Land other than those notified in writing to the Solicitor to the Authority prior to the date hereof
7. The expressions "the County Council" and "the Owner" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
8. This Agreement shall cease to have effect if any planning permission granted pursuant to the Application shall be quashed revoked or otherwise withdrawn or expire prior to Commencement
9. It is not intended that any third party has a right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act



10. This Agreement shall be registered as a local land charge

### THE SCHEDULE

1. The Owner shall notify the Council forthwith upon receiving notice that Dwelling 2 is vacant or will be vacated by the current occupier at any time
2. The Council shall nominate to the Owner prospective tenants with Local Connection and Housing Need
3. The Owner shall offer to the person so nominated an assured tenancy of the dwelling unless the Owner shall reasonably satisfy the Council that the nominated person is unlikely to comply with reasonable terms of the tenancy or pay the rent reserved (or be eligible for housing or other benefits in respect thereof)
4. If the nominated person shall not accept a tenancy within a reasonable time or shall be rejected in accordance with paragraph 3 then the Council shall nominate further prospective tenants as required.

*[Handwritten signature]*  
*[Handwritten initials]*  
*[Handwritten date]*

I N W I T N E S S whereof the parties hereto have executed and delivered this Deed  
the day and year first before written

THE COMMON SEAL of  
THE BROADS AUTHORITY  
was hereunto affixed in the  
presence of:-

*Paula Cator*  
authorised to sign  
on behalf of:

SOLICITOR TO THE BROADS AUTHORITY



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

*Francis Cator*  
HEAD OF CORPORATE SERVICES  
& MONITORING OFFICER



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SIGNED AS A DEED

By the said  
FRANCIS CATOR  
In the presence of

*Francis Cator*

J. ANTHONY COPELAND  
HONEYSOCKLE COTTAGE  
FRAMINGHAM PIGOT  
NORFOLK NR14 7QJ

*J. Anthony Copeland*