

Dated 27th April

2015

BROADLAND DISTRICT COUNCIL

and

STEPHEN ALEC GROOM

and

NORMAN FREDERICK WALLER

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

relating to land at Abb's Garage, 32 School Road, Reepham
Norfolk NR10 4JP

THIS DEED is dated

Do 27th April DATE

2015

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL, of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU (referred to as "the Council")
- (2) STEPHEN ALEC GROOM of 4 Grove Lane, Booton, Norwich, Norfolk and NORMAN FREDERICK WALLER of 15 Moorhouse Close, Reepham, Norfolk (referred to as "the Owner")

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

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
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 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 Council's Head of Planning or other officer of the Council notified to the Owner
Index Linked	Index linked from 15 January 2015 until the date any payment referred to in this Deed is made, such index linking being equivalent to any change in the RICS Building Cost Information Service All In Tender Index (or if such index ceases to be published, another index notified to the Owner by the Nominated Officer)
Occupation	<p>Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <p>construction</p> <p>internal and external refurbishment</p> <p>decoration</p> <p>fitting-out</p> <p>marketing</p> <p>and 'Occupy' and 'Occupied' will be construed accordingly</p>
Permission	The planning permission to be granted by the Council for demolition of garage premises and erection of 8 dwellings with garage block and allocated reference

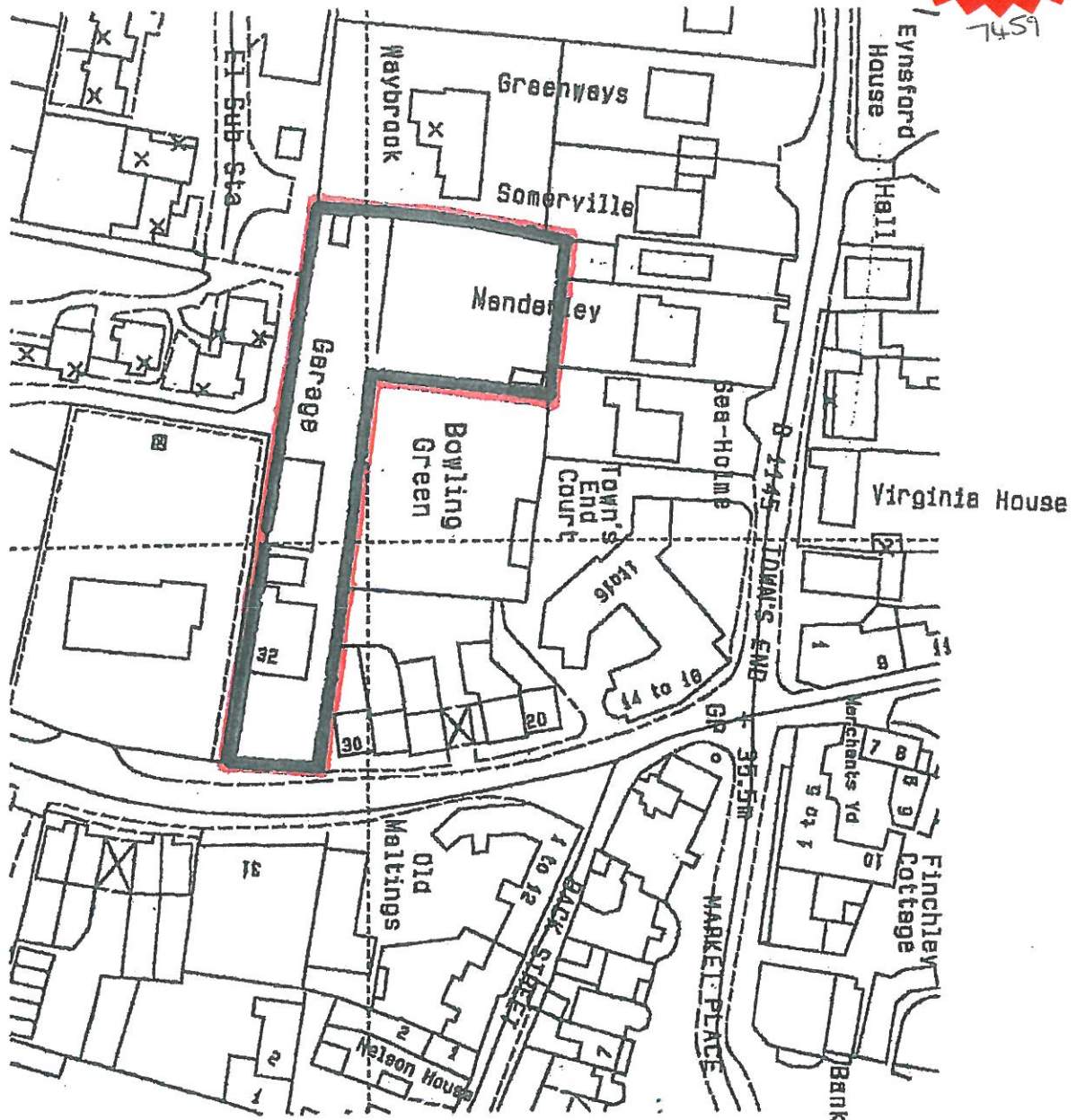
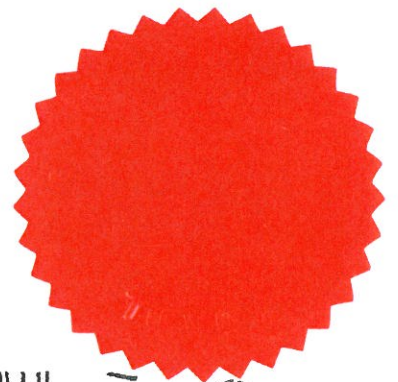
number 20141650 or another planning permission for the Development granted pursuant to section 73 or 96A of the Act as the Council agrees (in its absolute discretion) in writing

Plan	The plan attached to this Deed
Site	The land known as Abb's Garage, 32 School Road, Reepham, Norfolk NR10 4JP and registered at H M Land Registry under title number NK292187 and NK291885 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 Covenants given by more than one party can be enforced against them individually or jointly
- 2.3 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
- 2.4 Any covenant in this Deed not to do something includes an obligation not to

M. Mue



Location Plan

20141650

BROADLAND COUNCIL

- 3 OCT 2014

PLANNING CONTROL

allow or permit it to be done

- 2.5 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 covenants with the Owner to comply with their respective obligations contained in the Schedule to this Deed
- 3.3 The Council covenants with the Owner to grant the Permission on completion of 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 he disposed of his interest)
- 4.2 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 whose consent is necessary to make this Deed binding
- 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
- 4.8 Following the performance and satisfaction of all the obligations contained in this Deed the District Council shall forthwith mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed
- 4.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Commencement
- 4.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed
- 4.11 This Deed shall not be enforceable against owners or occupiers of the Dwellings or against those deriving title from them

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

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

IN WITNESS whereof the parties to this Deed have executed this document as a Deed on the day and year first before written.

Schedule 1

Recreation and Open Space

1. In this Schedule the following expressions have the following meanings:

"Complete"	completion of the Dwelling to the stage that it is ready for Occupation
Off-Site Open Space Contribution	£22,444

1. The Owner covenants with the Council as follows:

- 1.1 Not to commence the Development until 50% of the Off-Site Open Space Contribution has been paid to the Council and not to Complete more than the fourth Dwelling until the remaining 50% of the Off-Site Open Space Contribution has been paid to the Council

2. The Council covenants with the Owner as follows:

- 2.1 At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied such obligations have been performed
- 2.2 The District Council shall pay the Off-Site Open Space Contribution when received into a fund which shall be used exclusively to improve the provision of open space within the Parish of Reepham.
- 2.3 If the District Council has not used Off-Site Open Space Contribution or any part thereof within 5 years from the date of receipt in accordance with the terms of this Agreement it will on written application be refunded to the Owner together with any interest accrued.

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



M. Murre

Head of Democratic Services and
Monitoring Officer

.....
Authorised Signature

7459

EXECUTED as a Deed by
STEPHEN ALEC GROOM
in the presence of:

S. Groom

M. SPINKS *MS*

EXECUTED as a Deed by
NORMAN FREDERICK WALLER
in the presence of:

N. Waller

M. SPINKS *MS*

