

Dated 10th January 2019

~~2018~~

BROADLAND DISTRICT COUNCIL
-and-
M G PROPERTY DEVELOPMENTS LIMITED

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**
relating to land
adjacent to The Bridge Public House,
Fakenham Road, Lenwade

VF: 59179

THIS DEED is dated 10th January 2019

~~2018~~

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL, Thorpe Lodge, 1 Yarmouth Road, Norwich, Norfolk, NR7 0DU (referred to as "the Council")
- (2) M G PROPERTY DEVELOPMENTS LIMITED (Company Registration number: 03842942) whose registered office is at 22-26 King Street, King's Lynn, Norfolk PE30 1HJ (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
- (D) 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 senior officer of the Council responsible for development management or other officer of the Council notified to the Owner

Index Linked Index linked from the date of this agreement 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 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

| | |
|------------|---|
| Permission | The planning permission to be granted by the Council for residential development and allocated reference number 20181052 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 land adjacent to The Bridge Public House, Fakenham Road, Lenwade and registered at H M Land Registry under title number NK383988 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



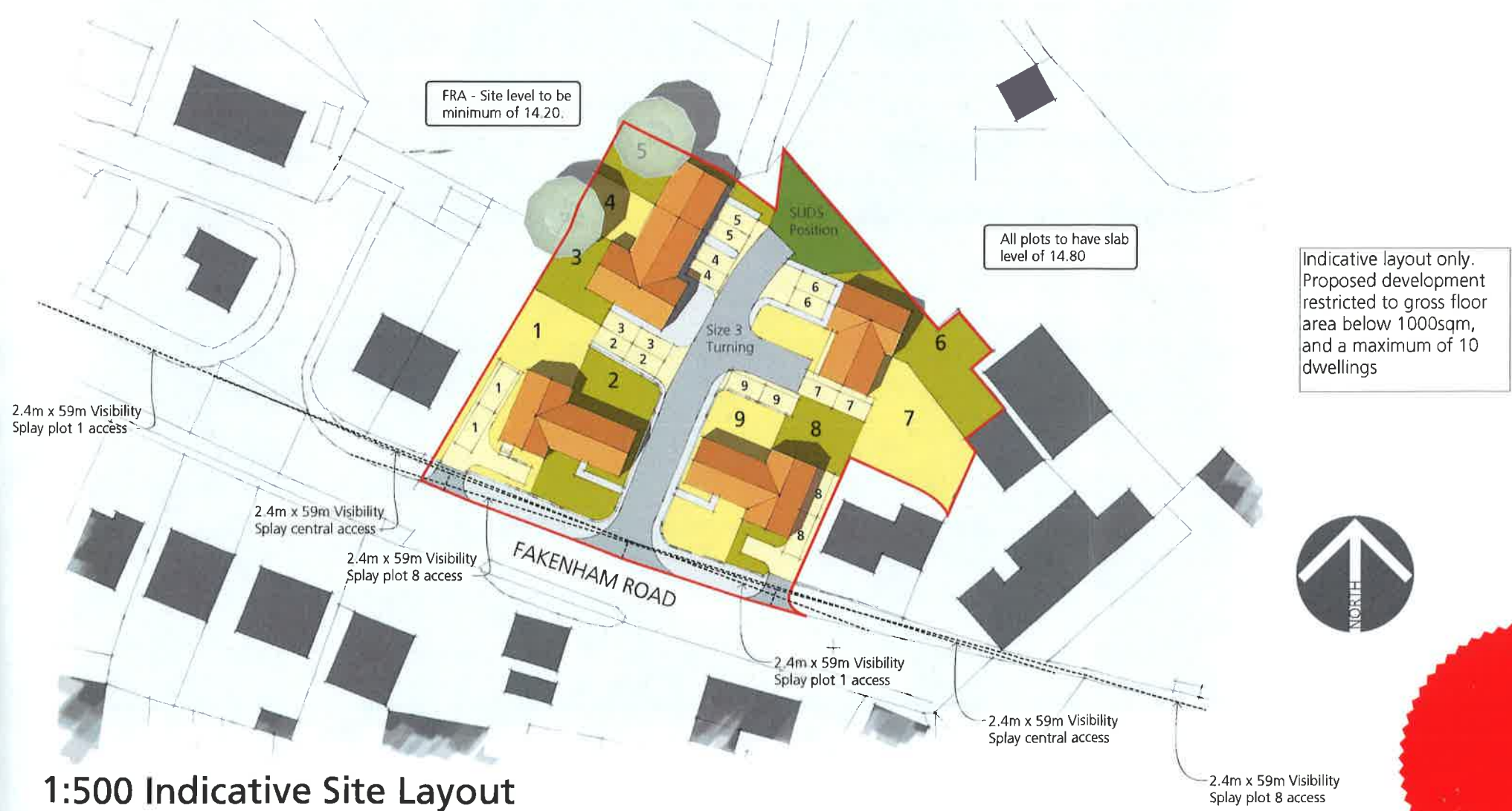
Aerial Perspective Looking South



Aerial Perspective Looking North



1:1250 Location Plan



1:500 Indicative Site Layout
Layout subject to topographical survey and statutory enquiries.

AMENDED
PLAN

BROADLAND
DISTRICT COUNCIL
15 Aug 2018
20181052
PLANNING CONTROL

Project:
Proposed Housing Development,
Fakenham Road,
Lenwade, Norfolk,
NR9 5SE
Client:
M.G. Property Developments Ltd.

Title:
Indicative Site Layout

Revision Details:
Visibility splays amended,
development note added

Issue Date: 15-08-18

Parsons + Whittley Ltd Architects
1 London Street, Swaffham
Norfolk, PE37 7DD
Phone: 01760 722000
email: info@parsonswittley.co.uk
web: www.parsonswittley.co.uk

drawing number: 3344.02 B
rev: A2

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

2.7 Reference to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council any successor to its statutory functions.

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 he disposed of his 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 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

Schedule 1

Open Space

Part 1 Owner Obligations

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

| | |
|-------------------------------------|--|
| "Green Infrastructure Contribution" | Means that part of the Off-Site Open Space Contribution and allocated to the provision and maintenance of green infrastructure as detailed in Part 3 of this Schedule |
| "Off-Site Open Space Contribution" | A sum in lieu of the deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision and applied towards the provision of the following: Open Space serving the Development in the parish of Great Witchingham, and Green Infrastructure Contributions to be used in line with projects identified in the Council's green infrastructure project plans. |
| "Open Space" | Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies |
| "Open Space Policies" | Means the policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities |

The Owner hereby covenants with the Council as follows:

1. OFF-SITE OPEN SPACE CONTRIBUTION

- 1.1 Not to allow first Occupation of any Dwelling on the Site unless or until the Off-Site Open Space Contribution (including the relevant element comprising the Green Infrastructure Contribution) has been paid to the Council

Part 2

Council Obligations

The Council covenants with the Owner as follows:

- 2.1 to hold any contribution received under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) within 5 years of receipt of the total amount of the relevant contribution (or in the case of the Green Infrastructure Contribution within 10 years of receipt) to repay the unspent balance to the payer together with any interest accrued

Part 3

Extract from Open Space Policies detailing the cost per dwelling for the Provision and Maintenance of Open Space as at December 2018

Purchase of Off Site Open Space

| Land purchase | | | | | |
|---------------|--------|------|------------|----------------------|---------------|
| Property | Sports | Play | Allotments | Green Infrastructure | Total |
| 1 bed | £297 | £60 | £28 | £707 | £1,092 |
| 2 bed | £396 | £80 | £38 | £942 | £1,456 |
| 3 bed | £495 | £100 | £47 | £1,178 | £1,820 |
| 4 bed | £594 | £120 | £57 | £1,413 | £2,184 |
| 5 + bed | £692 | £140 | £66 | £1,649 | £2,547 |

Equipping of Off Site Open Space

| Equipping | | | | | |
|-----------|--------|------|------------|----------------------|---------------|
| Property | Sports | Play | Allotments | Green Infrastructure | Total |
| 1 bed | £339 | £105 | £18 | £505 | £967 |
| 2 bed | £453 | £140 | £22 | £674 | £1,289 |
| 3 bed | £566 | £174 | £28 | £842 | £1,610 |
| 4 bed | £680 | £210 | £34 | £1,010 | £1,934 |
| 5+ bed | £794 | £244 | £40 | £1,179 | £2,257 |

Maintenance of Off-Site and On-Site Open Space

| Maintenance | | | | |
|-------------|--------|------|----------------------|---------------|
| Property | Sports | Play | Green infrastructure | Total |
| 1 bed | £357 | £35 | £298 | £690 |
| 2 bed | £476 | £48 | £398 | £922 |
| 3 bed | £594 | £60 | £497 | £1,151 |
| 4 bed | £713 | £72 | £596 | £1,381 |
| 5+ bed | £833 | £85 | £696 | £1,614 |

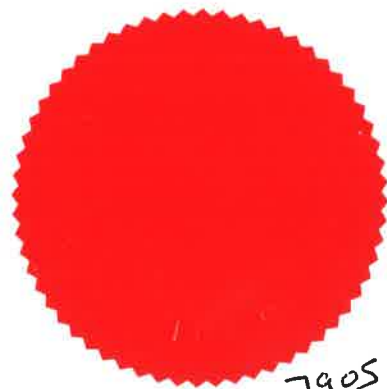
IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF Broadland District Council
was affixed in the presence of:

)
)

Authorised Signatory:

M. Murrel
Head of Democratic Services and
Monitoring Officer



EXECUTED AS A DEED by M G Property Developments Limited

in the presence of:

)
)

Director:

M. Murrel

Director/Secretary:

[Signature]