

THIS UNILATERAL PLANNING OBLIGATION is made the 22nd day of March Two Thousand and Thirteen BY WILLIAM REGINALD CONDUIT RILEY AND HAZEL ANN GILL both of 74 The Close Norwich NR1 4DR ("the Owner")

WHEREAS:-

1. The Council is the Local Planning Authority for the purposes of the 1990 Act for the District of Broadland within which the Application Site is located
2. The Owner is the Proprietor of the freehold Title in the Application Site which is free from encumbrances but remains unregistered at the Land Registry details of which Title are contained in the Schedule 1 hereto
3. Hevingham Parish Council has by the Planning Application which is supported by the Owner applied to the Council for Planning Permission to develop the Application Site
4. The Council has not determined the Planning Application and the Owner enters in to this Unilateral Planning Obligation in order to facilitate the provision of community benefits and delivery of Affordable Housing and therefore to enable the Planning Permission to be granted by the Council

NOW THIS DEED WITNESSETH as follows:-

2. **Definitions**

In this Deed the following terms shall have the following meanings:-

- 2.1 "The 1990 Act" means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004
- 2.2 "The 1999 Act" mean the Contracts (Rights of Third Parties) Act 1999
- 2.3 "Affordable Housing" means housing of a mix and rental tenure (which for the avoidance of doubt shall exclude shared ownership and shared equity arrangements) to be agreed with the Council which is available to meet the needs of those who cannot

afford to rent or buy dwellings generally available on the open market to be owned and or managed by an Affordable Housing Provider

2.4 "Affordable Housing Provider" means either:-

- (i) A registered provider as defined by Section 80 of the Housing and Regeneration Act 2008 or
- (ii) Another body whose object is or includes the provision and/or operation of Affordable Housing and which has been approved by the Council for the provision and/or operation of Affordable Housing within the administrative area of the Council

2.5 "The Application Site" means the land adjoining Westgate Hevingham shown edged red on the Application Plan

2.6 "The Application Plan" means the plan numbered 1 annexed hereto

2.7 "The Council" means Broadland District Council of Thorpe Lodge Yarmouth Road Norwich NR7 ODU

2.8 "Development" means the development described in the Planning Application and permitted by the Planning Permission

2.9 "Exempt Party" means any of:

- (i) a tenant of an Affordable Housing Provider who purchases the freehold or takes a long lease of his dwelling under any statutory right in force from time to time entitling such tenant to purchase his home;
- (ii) any mortgagee chargee receiver (including an administrative receiver) or manager of an Affordable Housing Provider lawfully exercising its power of sale;
- (iii) any agency or statutory undertaker who takes a transfer or lease for the purpose of providing or development of infrastructure;

PLAN 1



Slatehouse Farm

Hevingham

WESTGATE

WESTGATE

18.3m

18.2m

LB

FOR PROPOSED DEVELOPMENT AT

IGATE

NGHAM

FOLK

ion Plan 1.1250

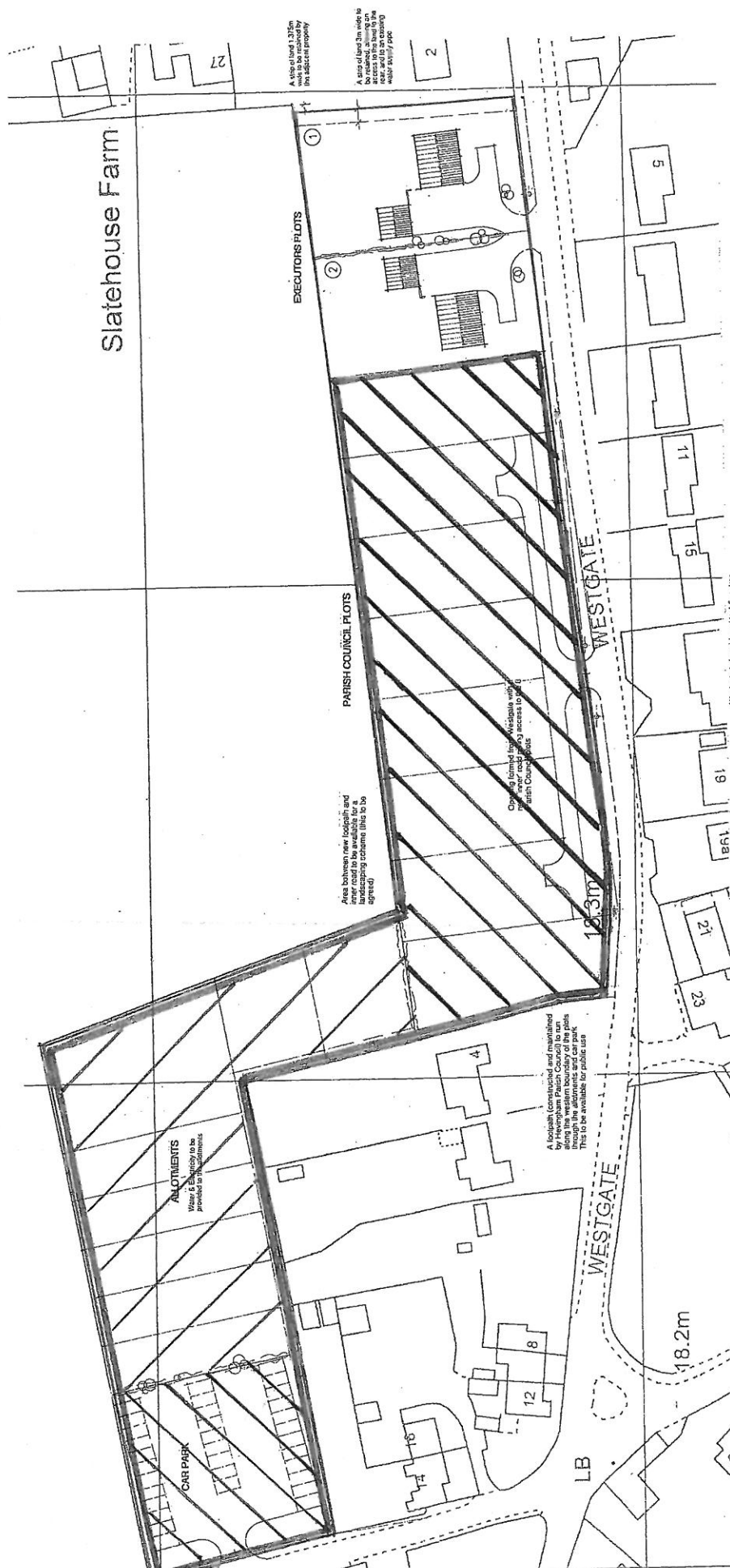
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(iv) any person or body deriving title under or through any person or body mentioned in (i) to (iii) inclusive above and all their respective successors in title.

2.10 "Local Lettings Policy" means the order in which the units of Affordable Housing are to be allocated and which is set out under the title "Local Lettings Policy" at Appendix 1 to this Agreement as amended from time to time ~~(does any such Policy exist?)~~

2.11 "Plan" means the plan numbered 2 annexed hereto

2.12 "Planning Application" means the Planning Application (including plans statements and appraisals in support thereof) submitted to the Council on the Eleventh day of April 2012 and to which the Council has given reference number 20120578 to develop the Application Site

2.13 "Planning Permission" means a Planning Permission (with or without conditions) granted by the Council in accordance with the Planning Application or granted on an appeal to the Planning Inspectorate

2.14 Words importing the masculine include the feminine and vice versa

2.15 Words importing the singular include the plural and vice versa

2.16 Words importing persons include companies and corporations and vice versa

2.17 Wherever there is more than one person named as a party and where more than one part undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually

2.18 References to any party to this Unilateral Planning Obligation shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council to the successors to its functions as the Local Planning Authority

3. **Interpretation and legal effect**

3.1 The covenants in this Unilateral Planning Obligation are Planning Obligations for the purpose of Section 106 of the 1990 Act in respect of which:-

- 3.1.1 The Owner is the owner of the freehold title to the Application Site and the Application Site is free from any third party interests and encumbrances
- 3.1.2 The Council is the Local Planning Authority entitled to enforce the provisions of this Unilateral Planning Obligation and the covenants contained herein shall be so enforceable
- 3.1.3 This Unilateral Planning Obligation is entered in to in respect of the Application Site with the intent that it shall bind the owners freehold interest in the Application Site
- 3.1.4 This Unilateral Planning Obligation has been executed as a Deed and shall be registerable by the Council as a Local Land Charge in accordance with Section 106 (11) of the 1990 Act
- 3.2 This Unilateral Planning Obligation is made pursuant to Section 106 of the 1990 Act
- 3.3 Nothing in the Unilateral Planning Obligation:-
 - 3.3.1 Is or amounts to or shall be construed as the Planning Permission or a consent or approval under the 1990 Act
 - 3.3.2 Constitutes an obligation to grant the Planning Permission or a consent or approval under the 1990 Act
 - 3.3.3 Fetters or restricts the exercise by the Council of any of its powers
 - 3.3.4 Grants Planning Permission or other approval consent or permission required from the Council in the exercise of any other statutory function
- 3.4 This Unilateral Planning Obligation has immediate effect but the covenants contained herein shall take effect upon the date that the Council issues the Planning Permission
- 3.5 If the Planning Permission shall expire before the commencement of Development or shall at any time be revoked this Unilateral Planning Obligation shall forthwith determine and cease to have effect but without prejudice to any of the covenants that arose to be performed prior to any such expiration or revocation

- 3.6 No person shall be liable for breach of a covenant in this Unilateral Planning Obligation unless he holds an interest in any part or parts of the Application Site to which the breach relates or held such an interest at the date of the breach

4. **The Owners Covenants**

The Owner **HEREBY JOINTLY AND SEVERALLY COVENANTS** with the Council that:-

4.1.1. Subject to the agreement of the Parish Council of Hevingham the Owner will within seven days of the completion of the works referred to in clauses 4.1.1.d and 4.1.1.e hereof transfer the land edged green on the Plan to the Parish Council of Hevingham for the sum of **ONE POUND (£1.00)** and in consideration of the Parish Council of Hevingham covenanting with the Owner:

4.1.1.a) to use the land hatched green on the Plan for the erection of affordable housing to use the land hatched blue on the Plan as a car park and the land hatched red on the Plan as allotments; and

4.1.1.b) to procure that the land hatched green on the Plan shall be sold by the Parish Council of Hevingham to Saffron Housing Trust Limited within seven days of the completion of the works referred to in clauses 4.1.1.d and 4.1.1.e hereof at the price of £100,000 (inclusive of any VAT) for use as an exceptions policy site for the erection of units of Affordable Housing which shall be constructed ready for occupation by 31 March 2015 and for subsequent disposal of the same in accordance with the Local Lettings Policy provided that the obligation to dispose of the units of Affordable Housing in accordance with the Local Lettings Policy shall not bind an Exempt Party; and

4.1.1.c) to expend the net sale proceeds of the land referred to in clause 4.1.1.b for the general benefit of the community of Hevingham; and

4.1.1.d) to procure that the land hatched blue on the Plan will be set out as a car park in accordance with the specification attached at Schedule 2 within three months of the date of the grant of the Planning Permission or, if later, within three months of the date of vacant possession being given by the farming Tenant of the Application Site; and

4.1.1.e) to procure that the land hatched red on the Plan will be set out as allotments in accordance with the specification at Schedule 3 hereof within three months of the date of the grant of the Planning Permission or, if later, within three months of the date of vacant possession being given by the farming Tenant of the Application Site

4.1.2 Not to allow the land hatched blue on the Plan and the land hatched red on the Plan to be brought into use as respectively a car park and allotments until both areas of land have been transferred to the Hevingham Parish Council and until the land hatched green on the Plan has been transferred to Saffron Housing Trust Limited

4.1.3 In the transfer to the Hevingham Parish Council of the land edged green on the Plan to impose covenants on the Hevingham Parish Council to comply with the terms of clauses 4.1.1a and 4.1.1b and 4.1.1.c hereof

4.2. No Development (other than the works referred to in Schedules 2 and 3) shall commence on the Application Site until the works set out in Schedules 2 and 3 hereof have been completed in accordance with the specification in the Schedules and until both the land edged green on the Plan has been transferred to the Parish Council of Hevingham and the land hatched green on the Plan has been transferred to Saffron Housing Trust Limited

5. Contracts (Rights of Third Parties Act) 1999

The Owner acknowledges that only the Council shall be entitled to enforce the provisions of this Unilateral Planning Obligation and it is not intended that any other third party

should have the right to enforce a provision of this Unilateral Planning Obligation pursuant to the 1999 Act and any such rights that arise under the 1999 Act are hereby excluded

IN WITNESS whereof the parties have executed this instrument as a Deed the day and year first before written

SCHEDULE 1

Title to Application Site

Conveyance of the 18 January 1930 between Mrs. E.G. Phillippo (1) and Mr. L.G. Phillippo (2)

Grant of Probate dated the 21 January 1968 of L.G. Phillippo

Deed of Assent dated the 02 October 1968 by Herbert Leonard Phillippo and G.E. Leonard in favour of Herbert Leonard Green Phillippo

Grant of Probate dated the 31 May 2011 of Herbert Leonard Green Phillippo in favour of William Reginald Conduit Riley and Hazel Ann Gill

SCHEDULE 2

Car Park Specification

Dig out top surface 200/300mm to form base and use the soil to form bund on all sides

Lay 150mm crushed concrete overall and roll

Lay type 1 granite 50/75mm to form top surface

Single vehicle access to New Road with 43m x 2.4m x 43m visibility splay at a point where it does not present detriment to pedestrians

Allow pedestrian access to the footpath created from Westgate to enable those using the car park to gain access on foot to and from the car park. The Parish Council will provide a footpath along the southern boundary backing on to the rear of Westgate properties to the same specification as the car park

Allow vehicle access to the allotments to enable allotment holders to deliver loads of muck etc

Provide post and wire fence along northern boundary of the land hatched blue

SCHEDULE 3

Specification for the Allotments

Provide post and wire fence along north and east sides to separate from adjacent agricultural land

The adjacent boundary with the car park will have a soil bund and vehicle access for deliveries only

The adjacent boundary with the land hatched green on the Plan will have a chain link fence provided by Saffron Housing Trust Limited to separate it from the two dwellings

A footpath will be provided by the Parish Council to the same specification as the car park leading from Westgate along the western edge of the land hatched green and the land hatched red continuing along the southern boundary of the land hatched red and the land hatched blue and terminating on the western boundary of the land hatched blue

Plots of "5 rod" equivalent to 125 square metres will be laid out to provide 30 allotments initially no storage structures or water supply

APPENDIX 1

Local Lettings Policy Based on the parish of Hevingham

1. Nomination Rights Policy

1.1 The Policy will apply to all categories of properties on the basis of 100% of all lettings for the first 80 years.

1.2 The Council and the Association are both committed to eradicating double scrutiny of nominated households for general needs accommodation. They are also agreed on the move away from a pool nomination system to a direct nomination system where a maximum of 2 households will be nominated in priority order for any letting other than those designated as hard to let where a maximum of 3 households will be nominated

2. Allocations will be made to applicants on the Common Housing Register managed and maintained by Broadland District Council on the following priority basis:

2.1 Residents of Hevingham who have lived in the Parish for a total of at least 3 of the last 10 years.

2.2 Former residents of Hevingham who have had their main home in the Parish for 3 of the last 10 years.

2.3 Households who need to move to the parish of Hevingham to give/receive support from family/relatives.

2.4 Residents of the adjacent parishes of Stratton Strawless, Buxton with Lamas, Marsham, Haveringland and Felthorpe who have lived in these parishes for the last three years.

2.5 People working in the parish of Hevingham who have done so for a year or more.

2.6 Residents of Hevingham who have lived in the parish for less than three years.

2.7 Residents of the adjacent parishes of Stratton Strawless, Buxton with Lamas, Marsham, Haveringland and Felthorpe who have lived in these parishes for less than 3 years.

2.8 Residents of the adjacent parishes of Brampton, Aylsham, Cawston, Brandiston and Swannington who have lived in these parishes for the last three years.

2.9 Residents of the adjacent parishes of Brampton, Aylsham, Cawston, Brandiston and Swannington who have lived in these parishes for less than 3 years.

2.10 Residents of Broadland District

2.11 Any other person

3. Administrative Procedure for Nominations

3.1 The administrative procedure for nominations shall be in accordance with the operational procedures of the Home Options Allocations Scheme as amended from time to time or in accordance with alternative procedures as the Council and the Owner shall agree between them.

SIGNED as a Deed by the said WILLIAM
REGINALD CONDUIT RILEY in the
presence of:-



Witness 

Name PENELOPE JAYNE JOHNSON

Address c/o 74 The Close
Norwich

Occupation legal Secretary

SIGNED as a Deed by the said HAZEL
ANN GILL in the presence of:-



Witness 

Name PENELOPE JAYNE JOHNSON

Address c/o 74 The Close
Norwich

Occupation legal Secretary

