

Dated 31st October 2017

Broadland District Council
-and-
William Young (Dereham) Limited
-and-
Barclays Bank PLC

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**
relating to land at Honingham, Norfolk

THIS DEED is dated

31st October

2017

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk NR7 0DU (referred to as "the Council")
- (2) WILLIAM YOUNG (DEREHAM) LIMITED (Company Registration no. 00549937) whose registered office is at HONINGHAM Thorpe Farm, Norwich Road, Colton, Norfolk NR9 5BZ (referred to as "the Owner")
- (3) BARCLAYS BANK PLC (Company Registration no 1026167) of Lending Operations, PO Box 299, Birmingham B1 3PF (referred to as "the Mortgagee")

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 Council has resolved to grant the Permission provided the Parties enter into this Deed and in particular that the Owner is bound by the terms of the routing obligation at Schedule 2 hereof
- (C) The Owner owns the freehold of the Site
- (D) The Mortgagee has ²3 charges over the Site and dated respectively ~~1 April 2004~~ and 16 September 2016 (registered under title no NK462107) and 8 August 2016 (registered under title no NK461248) ("the Charges")

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act The Town and Country Planning Act 1990 as amended

Commencement Date The date on which any material operation (as defined

in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition works, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly

Development	The development of the Site in accordance with the Permission which for the avoidance of any doubt excludes the existing agricultural farm use of the adjoining Honingham Thorpe Farm and Red Barn
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner from time to time in writing
Permission	The planning permission granted by way of Local Development Order for the development of the Greater Norwich Food Enterprise Zone (reference number 20170052)
Plan 1	The plan of the Site and attached to this Deed at Schedule 1 and marked "Plan 1"
The Routing Plan	The Routing Plan attached to this Deed at Schedule 1 and marked "Plan 2"

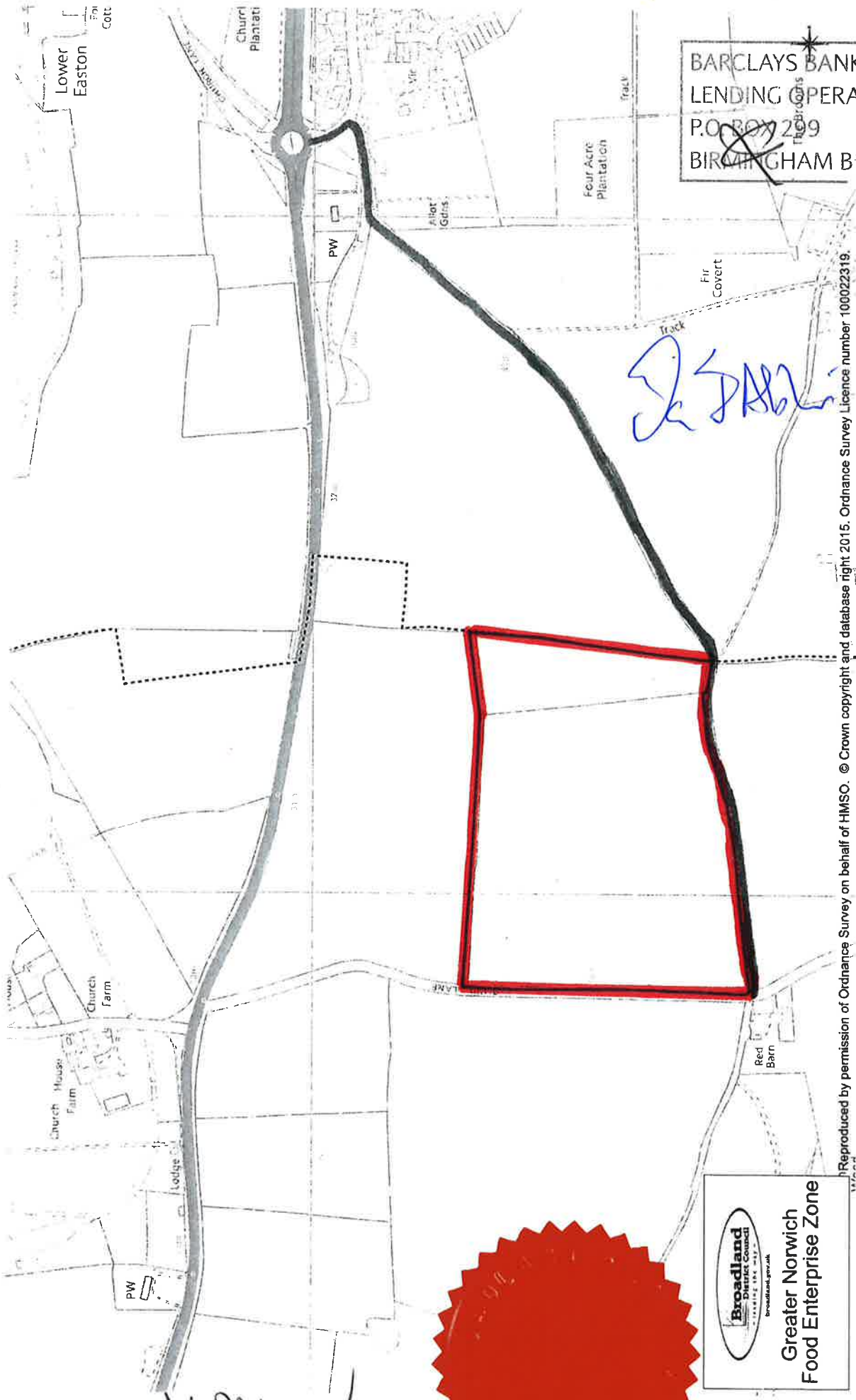
Site

The land known as land on the east side of Blind Lane, Honingham, Norfolk and registered at H M Land Registry under title numbers NK462107 and NK461248 shown edged red on Plan 1

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

PLAN 1



BARCLAYS BANK PLC
LENDING OPERATION
P.O. BOX 209
BIRMINGHAM B1 3PF

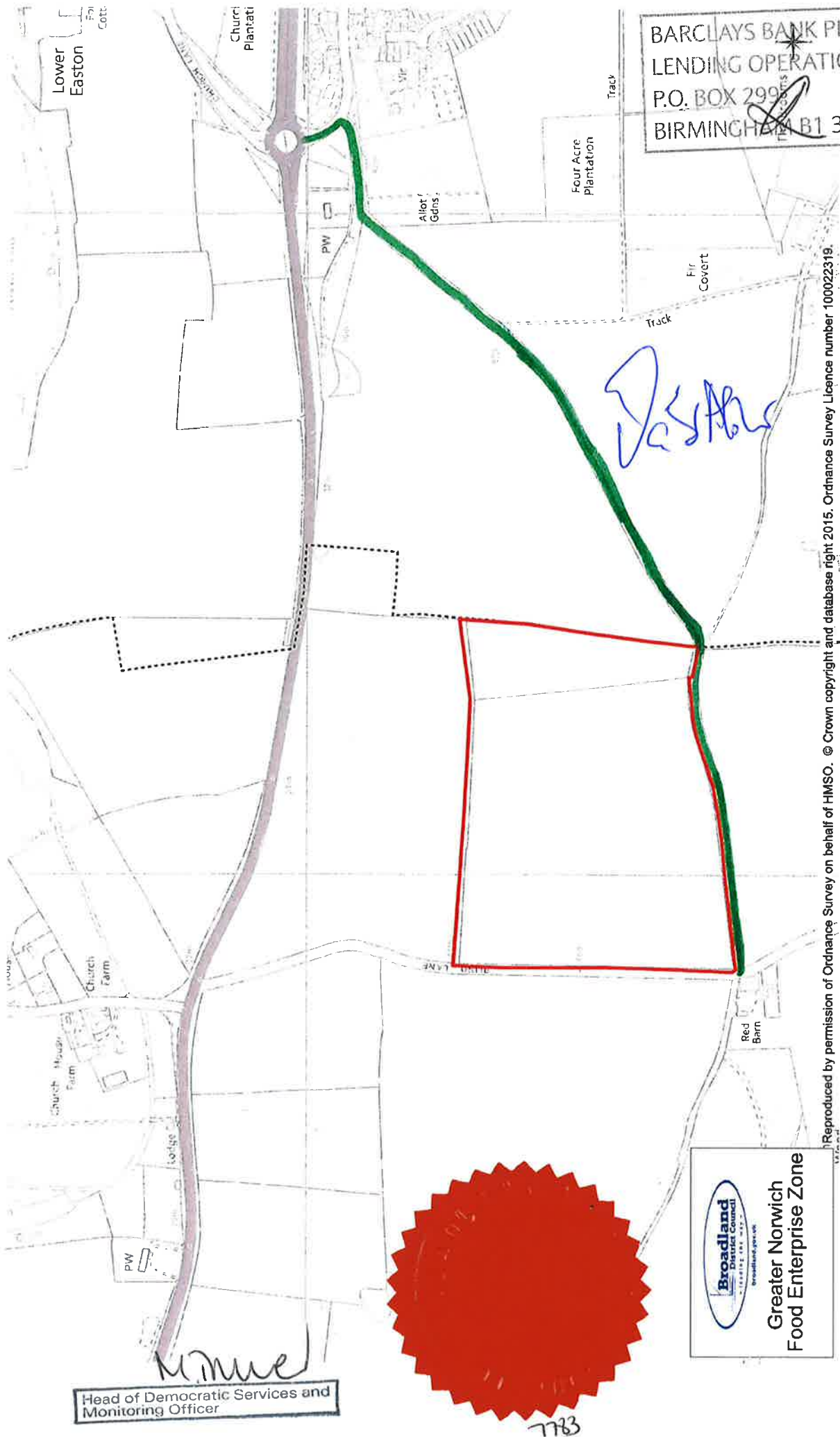
Broadland
District Council
Greater Norwich
Food Enterprise Zone

U. Mue
Head of Democratic Services and
Monitoring Officer

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PLAN 2



3. COVENANTS

- 3.1 The Owner covenants with the Council for itself and its successors in title to observe and perform the obligations and stipulations 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 or part of the Site to which the breach relates (unless the breach occurred before he disposed of his interest)
- 4.2 The Owner confirms that it 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 of this Deed the Owner will pay the Council's reasonable legal costs in connection with this Deed not to exceed £2500
- 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 Commencement Date at least 7 days in advance and notify the Nominated Officer within 7 days of actual Commencement
- 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 by virtue of its charges over 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.

9. LIMITATION OF THIS DEED

It is hereby agreed between the Parties that the provisions and requirements of this Deed shall only apply and be operative until such time as vehicular access is provided between the Site and the A47 Trunk Road in accordance with the requirements of conditions 2.20 and 2.21 of the Greater Norwich Food Enterprise Zone Local Development Order and that so soon as that vehicular access has been provided to the satisfaction of the Council and is in use the obligations and provisions of this Deed shall thereupon be of no further effect

SCHEDULE 1

The Plans

- 1. The Plan of the Site (Plan 1)**
- 2. The Routing Plan (Plan 2)**

SCHEDULE 2

Routing Obligation

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

"Emergency Vehicles"	Means fire engines, ambulances, police and other emergency vehicles
"Permitted Route"	Means the route shown coloured green on the Routing Plan
"Signs"	Means any signs the Council may require (including any substitute, additional or amended signs requested by the Council following Commencement of the Development) such signs to be approved by the Council in writing in relation to their size, location, number and legend such approval not to be unreasonably withheld or delayed
"Vehicles"	means all vehicles of an unladen gross weight exceeding 7.5 tonnes visiting the Site for the purposes of and in connection with the Development excluding Emergency Vehicles and HGV movements which directly arise from agricultural/mineral extraction operations on the Owner's land

The Owner covenants with the Council that with effect from the Commencement Date the Site shall not be used for the purposes authorised by the Permission unless:

- 1.1 All Vehicles operated by the Owner or its employees or otherwise under the direct control of the Owner approach enter and leave the Site via the Permitted Route
- 1.2 in relation to Vehicles not under the direct control of the Owner all reasonable endeavours are used to ensure that such Vehicles approach and leave the Site via the Permitted Route
- 1.3 there are affixed displayed and maintained on the Site Signs the design of which has previously been submitted to and approved in writing by the by the Council
2. For the purposes of paragraph 1.2 above reasonable endeavours requires:
 - 2.1 the Owner to incorporate in all contracts with persons likely to visit the Site in a Vehicle a term having the same effect as paragraph 1.1 above
 - 2.2 the Owner to communicate in writing with persons whose Vehicles regularly visit the Site informing them of the Permitted Route and requesting that their Vehicles follow it at all times when visiting the Site by a method and frequency as shall be reasonably likely to secure co-operation with the use of the Permitted Route such method and frequency to be determined by the Owner and disclosed to the Council as requested or at the Council's discretion, reasonably determined by the Council
 - 2.3 the Owner on receiving information that any driver of a Vehicle has taken any route to or from the Site other than the Permitted Route to take all reasonable and lawful action justifiable under the circumstances against the driver to ensure future compliance

AND it will be a breach if an employee of the Owner uses a route other than the Permitted Route

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:

EXECUTED AS A DEED by
William Young (Dereham) Limited
in the presence of:

202
W. Young

)
) 

Director:

Director/Secretary:

In Witness, these presents were executed as a deed the day and year first above written

SIGNED AS A DEED BY

INSERT

NAME

CA SHAKESPEARE

SIGNATURE

CA Shakespeare

AS ATTORNEY OF BARCLAYS BANK
PLC

INSERT

NAME

KAREN SUSAN HOGGERS

SIGNATURE

K. Hoggers

Business Banking QRC	INITIALS	DATE
	MSB	

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. M. M. M.*

Head of Democratic Services and
Monitoring Officer

EXECUTED AS A DEED BY)

as attorney for and in the name of)

A handwritten signature in black ink, appearing to be "W. Young" or similar, written in a cursive style.

WILLIAM YOUNG (DEREHAM) LIMITED in the presence of :)

Witness Signature: *W. Broster*

Full Name: *MRS VINSEY JAYNE BROSTER*

Address: *1 POTTERS BAR
DEREHAM
NORFOLK NR19 1HN*

Witness Occupation:
ACCOUNTANT