

Dated

15th June

2017

Broadland District Council

-and-

Parkside Homes Norfolk Limited

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

relating to land at Repton House
Parkside Drive, Old Catton, Norwich NR6 7DP

BROADLAND COUNCIL

06 JUN 2017

PLANNING CONTROL

THIS DEED is dated

15th June

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) PARKSIDE HOMES NORFOLK LIMITED Company number 10207855 whose registered office is at of 74 Bramble Avenue Norwich Norfolk NR6 6LW (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 senior officer of the Council responsible for development management or other officer of the Council notified to the Owner

Inflation Provision

The increase (if any) in the Royal Institution of Chartered Surveyors Build Cost Information Service; All Construction TPI: All New Construction between 1 January 2015 and the date upon which any payment of the Open Space Contributions is made pursuant to this Deed

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

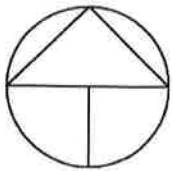
marketing

and 'Occupy' and 'Occupied' will be construed accordingly

| | |
|--------------------------|--|
| Open Space Contributions | The contributions payable under the provisions of this Deed by the Owner to the Council towards informal open space equipped children's play equipment and formal recreational space as set out in Part 1 of the Schedule to this Deed |
| Permission | The planning permission to be granted by the Council for the demolition of existing buildings, the erection of seven (7) detached residential Dwellings and associated accesses and allocated reference number 20170222 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 Repton House, Parkside Drive, Old Catton, Norwich NR6 7DP and registered at H M Land Registry under title number NK369990 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



NORTH



SITE LOCATION PLAN
1:1250@A4

St Margaret's

M. Mue



Head of Democratic Services and
Monitoring Officer

BROADLAND
DISTRICT COUNCIL
09 Feb 2017
20170222
PLANNING CONTROL

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

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

Open Space

Part 1 Owner Obligations

1. Prior to the Occupation of the third Dwelling to pay to the Council the following contributions:
 - 1.1 One thousand six hundred and seventy four pounds and fifty four pence (£1,674.54) subject to the Inflation Provision to provide for the replacement of play equipment at Church Street Recreation Ground in Old Catton; and
 - 1.2 Eight thousand two hundred and seventy eight pounds and eighty two pence (£8,278.82) subject to the Inflation Provision to be put towards formal recreation at Church Street Recreation Ground in Old Catton; and
 - 1.3 Nine thousand five hundred and forty nine pounds and fifty four pence (£9,549.54) subject to the Inflation Provision to be put towards informal open space at Catton Park.

Part 2 Council Obligations

2. The Council shall 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 to repay the unspent balance to the payer together with any interest accrued.

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. Mue

Head of Democratic Services and
Monitoring Officer



EXECUTED AS A DEED by
Parkside Homes Norfolk Limited
acting by a director in the presence of:

Director: *I. J. J. J.*

Witness Signature

Name

ROBERT SIBLON

Address

74 THE CLOSE

NORWICH NR1 402