

DATED TWENTYEIGHTH DAY OF OCTOBER. 2015

NORFOLK HOMES LIMITED

and

W M TUBBY LIMITED

UNILATERAL UNDERTAKING

under Section 106 of the Town and Country Planning Act 1990
relating to land at Blue Boar Lane, Sprowston, Norfolk

The Planning Law Practice
Wood End, 20 Oaklands Park, Bishops Stortford,
Hertfordshire CM23 2BY

THIS DEED is made the **28TH** day of **OCTOBER** 2015 BY **NORFOLK HOMES LIMITED** (Co. Regn. No 01910791) whose registered office is at 52 Cambridge Road South, London W4 3DA ('NHL') (1) and **W M TUBBY LIMITED** (Co. Regn. No 00564700) whose registered office address is at Stanley House, Stanley Street, Lowestoft, Suffolk NR32 2DZ ('WMT') (2) for the benefit of **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 0DU ('the District Council')

RECITALS

1. NHL has agreed with the District Council to provide a Skate Park on the land adjoining the Development of the Site under the Planning Permission
2. WMT are the registered proprietors of the Site which is registered at the Land Registry Title No NK413170 and NHL are the registered proprietors for the areas coloured pink and yellow on plan NH-SPROW2-5/SKATE-01 which is registered at the Land Registry Title No NK 349319 free from encumbrances.
3. The District Council is the local planning authority for the area within which the Site is situated for the purposes of the Act and is entitled to enforce the planning obligations contained in this Deed.

NOW THIS DEED PROVIDES as follows :

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Deed the terms set out below have the following meanings:

the Act

the Town and Country Planning Act 1990

Development	the development of dwellings on phases 4 and 5 of the land at Blue Boar Lane, Sprowston, Norfolk under planning permission no 920758 as amended by planning permission no's 000898 and 20111213 and 20111884
Dwelling	any dwelling constructed on the Site pursuant to the Planning Permission
Inflation Provision	the increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service; All Construction TPI; All New Construction between the date of this Deed and the date upon which a payment of the Recreation Contribution is made pursuant to this Deed
Occupation	<p>the first physical occupation of a Dwelling for its intended use as evidenced by Council Tax Records and Occupy and Occupied shall be construed accordingly PROVIDED THAT for the purposes of this Deed the following shall be disregarded :</p> <ul style="list-style-type: none"> (i) provision of services to any dwelling by statutory undertakers; and (ii) occupation by or for: <ul style="list-style-type: none"> (a) personnel engaged in the construction, fitting out or decoration of the Development (b) security matters relating to the Development (c) use as temporary offices or for the storage of plant and materials associated with the Development (d) the purposes of sales, marketing or display associated solely with the Development

Planning Permission	planning permission no 920758 as amended by planning permission no's 000898 and 20111213 and 20111884
Recreation Contribution	the sum of £78,678 increased by the Inflation Provision to be paid to the District Council under the provisions of paragraph 1 of the Schedule hereto and to be used by the District Council within 12 months of receipt for the provision of play equipment and related facilities within the land coloured pink and yellow on plan no NH-SPROW2-5/SKATE-01 attached hereto
Site	phases 4 and 5 of the land at Blue Boar Lane, Sprowston, Norfolk shown edged red on plan no NH-SPROW2-5/SKATE-01 attached hereto
Skate Park	a skate park provided and installed within the Skate Park Site in accordance with the Specification
Skate Park Site	the land shown coloured pink on plan no NH-SPROW2-5/SKATE-01
Specification	a detailed design and specification agreed by NHL and the District Council for the construction, installation and maintenance of the Skate Park at a cost not exceeding £100,000
Sprowston Town Council	The Town Council for the Site whose address is Sprowston Diamond Centre, School Lane, Sprowston. Norwich NR7 8TR

COMMENCEMENT AND GENERAL PROVISIONS

2. Statutory Powers

- 2.1. This Deed is made pursuant to the Section 106 of the Act and contains planning obligations for the purposes of that Section.
- 2.2. The District Council is entitled to enforce the obligations contained in this Deed as a local planning authority.

3. Jurisdiction

- 3.1. This Deed is made in England and is governed by the law of England

4. Planning Obligations

- 5.1 NHL and WMT with intent to bind the Site and the land coloured pink and yellow on the plan NH-SPROW2-5/SKATE-01 attached into whosoever hands the same may fall whether wholly or partly hereby undertake with the District Council to observe and perform the obligations set out in Schedule 1 hereto.

6. Land Charge Registration

- 6.1 This District Council shall be entitled to register this Deed as a Local Land Charge.

7. Restrictions on liability

- 7.1 Save for the District Council any person who is neither :
 - (i) a party to this Deed nor

(ii) a successor in title to the Site affected by any of the undertakings contained herein
nor

(iii) a mortgagee of the above

is excluded from having any right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

7.2 No person shall be liable for a breach of the obligations in this Deed which occurs after it has parted irrevocably with all their interest (which in this clause excludes any easement or equitable interest) in the Site but without prejudice to liability for any breach occurring prior to or in connection with the parting of such interest.

7.3 Except for the provisions of paragraph 1 of the Schedule hereto the undertakings in this Deed shall not be enforceable against an individual purchaser or lessee or their mortgagee (not connected to NHL or WMT or any mortgagee thereof) of a Dwelling who has purchased or leased the said Dwelling in good faith and at arms length or such persons deriving title under them to such dwelling.

7.4 The undertakings in this Deed shall not be enforceable against any statutory undertaker or other person or body which acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, telecommunications or highways in connection with the Development of the Site.

8. Service of Notices

8.1 Any notice or other written communication is required to be served or delivered to NHL or WMT shall be deemed to have been validly served or delivered if sent by Recorded Delivery or delivered by hand and receipted on a Working Day :

- (i) to NHL at Weybourne Road Industrial Estate, Sheringham, Norfolk NR26 8WB
fao James Nicholls; and
- (ii) to WMT at the address given herein.

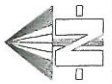
IN WITNESS WHEREOF NHL and WMT have executed this document as a Deed the day and
year first before written

SCHEDULE

Obligations by NHL and WMT

1. Not to allow the Occupation of more than 50 Dwellings comprised in the Development on
the Site until either:
 - (i) the Skate Park has been provided to the reasonable satisfaction of the District
Council in accordance with the agreed Specification; or
 - (ii) the Recreation Contribution has been paid to the District Council PROVIDED
THAT the acceptance by the District Council of the Recreation Contribution shall
amount to an undertaking by the District Council for the benefit of NHL and the
Site (and any part thereof) (a) to use the Recreation Contribution within 12
months of receipt for the provision of play equipment and related facilities within
the land coloured pink and yellow on plan no NH-SPROW2-5/SKATE-01
attached hereto and for no other purpose and (b) to repay forthwith to NHL with
all interest accrued thereon any part of the Recreation Contribution which has not
been spent within 12 months of receipt on the purposes set out in paragraph
1(ii)(a).

2. On completion of the provision and installation of the Skate Park (a) to offer to transfer the Skate Park and the Skate Park Site to the Sprowston Town Council for a consideration of £1 subject to (i) such rights of access over the Site and/or the land shown coloured yellow on plan no NH-SPROW2-5/SKATE-01 attached hereto as are reasonably necessary to allow the use of the Skate Park by members of the public and (ii) a covenant by the Sprowston Town Council for the benefit of the remainder of the Site and each part thereof not to use the Skate Park or the Skate Park Site for any purpose other than for public recreation and (iii) a covenant by the Sprowston Town Council for the benefit of the remainder of the Site and each part thereof not to carry out any development (as defined by the Town and Country Planning Act 1990) on the Skate Park Site except for the installation of any additional structures or features which are reasonably necessary to enhance the use of the Skate Park Site for the purpose specified herein and (b) to complete the said transfer as soon as is reasonably practical.
3. On payment of the Recreation Contribution, NHL and WMT shall grant to the District Council such rights of access over the Site and/or the land shown coloured yellow or pink on plan no NH-SPROW2-5/SKATE-01 attached hereto as are reasonably necessary to allow the District Council to provide and maintain play equipment and related facilities on any part of the said land PROVIDED THAT the District Council shall use all proper care in exercising the said rights and shall immediately make good any damage caused by the District Council to the land over which the said rights are granted.
4. To maintain the Skate Park in accordance with the agreed Specification prior to any transfer pursuant to paragraph 2 of this Schedule.



PHASE 5

PHASE 4

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ReB
[Handwritten signature]



Development Off Blue Bear Lane,
Spraydon, Norfolk

Skate park provision

Date: 16/09/15

Scale: 1/1000

NH-SPROW2-SKATE-01

EXECUTED as a Deed by)
NORFOLK HOMES LIMITED)
in the presence of :)

Director

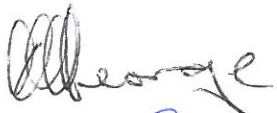


Director/Secretary



EXECUTED as a Deed by)
W M TUBBY)
in the presence of :)

Director



~~Director~~/Secretary



