

DATED 19th August 2002

BROADLAND DISTRICT COUNCIL

- AND -

WYNCOTE DEVELOPMENTS PLC

RICHARD BROOKS SMITH AND KAREN DAWN SMITH

PATRICK KEIGHT SMITH AND MAUREEN SMITH

AYLSHAM MOTOR COMPANY LIMITED

- AND -

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

-AND-

BARCLAYS BANK PLC

- AND -

BROADLAND HOUSING ASSOCIATION LIMITED

AGREEMENT

Made pursuant to (inter alia) Section 106 of the Town and Country Planning Act 1990 (as amended) and any other enabling power relating to the development of freehold land at Marriott's Way and Norwich Road Aylsham Norfolk.

TARLO LYONS

Watchmaker Court
33 St John's Lane
London
EC1M 4DB

Ref: MJO/sgl/393050

Tel:- 020 7405 2000

Fax:- 020 7814 9421

THIS AGREEMENT is dated *19th August* 2002 and **MADE**
BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road
Thorpe St Andrew Norwich in the County of Norfolk NR7 0DU ("the District Council")
(1) **WYNCOTE DEVELOPMENTS PLC** whose registered office is at 30-32 Pall Mall
Liverpool L3 6AL (Registered Number 2273414) ("the First Owner") **RICHARD**
BROOKS SMITH and **KAREN DAWN SMITH** both of 'The Gables' Norwich Road
Aylsham Norfolk ("the Second Owner") **PATRICK KEIGHT SMITH** and **MAUREEN**
SMITH both of 30 Norwich Road Aylsham Norfolk NK11 6BW ("the Third Owner")
and **AYLSHAM MOTOR COMPANY LIMITED** whose registered office is at Norwich
Road Norwich NR11 6BW (Registered Number 423275) ("the Fourth Owner") (the
First Owner the Second Owner the Third Owner and the Fourth Owner being
hereinafter collectively referred to as "the Owners") (2) **THE GOVERNOR AND**
COMPANY OF THE BANK OF SCOTLAND whose head office is at The Mound
Edinburgh Scotland EH1 1YZ ("the First Mortgagee") (3) **BARCLAYS BANK PLC**
whose registered office is at 54 Lombard Street London EC3P 3AH (Registered
Number 1026167) ("the Second Mortgagee") (4) and **BROADLAND HOUSING**
ASSOCIATION LIMITED of 100 St Benedicts Norwich Norfolk NR2 4AB (Registered
under the Industrial and Provident Societies Act 1965 Number 16274R and
registered with the Housing Corporation under the Housing Act 1996 Number L0026)
("the Association") (5).

RECITALS

(A) (1) In this agreement unless the context otherwise requires the following
words shall have the following meanings:-

"Affordable Housing"	housing of a type which (having regard to its rent or other consideration) is suitable for occupation by people who are in need of such housing because of their limited means;
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"Affordable Housing Development"	the development on the Affordable Housing Land permitted by the Listed Building Consent and the Permission;
"Affordable Housing Development Commencement Date"	the date that the Affordable Housing Development is commenced in accordance with clause 1.11;
"Affordable Housing Land"	the freehold land on the west side of Norwich Road Aylsham Norfolk shown for the purposes of identification only edged red on Plan 1 being part of the land the title to which is registered at H.M. Land Registry with Title Absolute under Title Number NK217652;
"Application"	the application for planning permission to develop the Site dated 14 April 2000 as submitted to the District Council including all plans details and covering letter and bearing reference number 00.0521;
"Contribution"	the sum of <u>SEVENTY THOUSAND POUNDS</u> (£70,000) increased by reference to the Index of Retail Prices in respect of the period from the date hereof to the date payment is received;
"Director"	the District Council's Director of Planning and Community Services or another officer of the District Council acting under his hand;
"Listed Building Consent"	a decision notice in the form of the draft decision notice annexed to this agreement as appendix 1;

"Option Agreement"	an option agreement dated 5 September 1997 made between (1) the Second Owner (2) the Third Owner (3) Richard Brooks Smith Patrick Keight Smith and Patricia Mavis Smith and (4) the First Owner (as varied by an agreement expressed to be supplemental thereto dated 15 December 1999 made between the same parties);
"Permission"	a decision notice reference 00.0521 in the form of the draft decision notice annexed as appendix 2;
"Plan 1"	the plan marked "Plan 1" annexed to this agreement as appendix 3;
"Plan 2"	the plan marked "Plan 2" annexed to this agreement as appendix 4;
"the Retail Commencement Date"	the date that the Retail Development is commenced in accordance with clause 1.12;
"the Retail Development"	the development on the Retail Site permitted by the Permission;
"the Retail Site"	the freehold land adjoining Marriott's Way and Norwich Road Aylsham Norfolk shown for the purposes of identification only edged red on Plan 2;
"Secretary of State"	the Secretary of State for Environment Food and Rural Affairs or other minister or authority for the time being having or entitled to exercise the powers now conferred on the Secretary of

	State for Environment Food and Rural Affairs by the 1990 Act;
"the Site"	the Affordable Housing Land and the Retail Site
"the 1990 Act"	the Town and Country Planning Act 1990;
"VAT"	value added tax as charged in accordance with The Sixth Council Directive of the Council of the European Communities (77/388/EEC), the Value Added Tax 1994 or under any rule regulation order or instrument authorised to be made by the said Directive or the Value Added Tax Act 1994.

(2) In this agreement unless the context otherwise requires:-

- (i) words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa;
- (ii) "party" or "parties" means a party or parties to this agreement;
- (iii) references to any party shall include the successors in title and assigns of that party but any indemnity given in this agreement by the First Owner in favour of the other persons comprising the Owners shall be read and construed as if such indemnity were given in favour of the persons named as the Second Owner the Third Owner and the Fourth Owner in this agreement solely and not otherwise;
- (iv) where a party includes more than one person any obligations of that party shall be joint and several;
- (v) headings in this agreement shall not form part of or affect its construction;

- (vi) references to clauses and schedules are references to clauses in and schedules to this agreement;
 - (vii) where a party or any officer or employee is required to give its consent approval or agreement in any specific provision in this agreement such approval or agreement shall not be unreasonably withheld or delayed;
 - (viii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument.
- (B) The District Council is the local planning authority within the meaning of the 1990 Act for the area within which the Site is situated.
- (C) The First Owner is registered at H.M. Land Registry as proprietor with freehold title absolute under Title Number NK217652 of (inter alia) the Affordable Housing Land subject to (i) the matters contained or referred to in the charges register to Title Number NK217652 and (ii) an agreement of even date made between (1) the First Owner and (2) the Association providing (inter alia) for the sale by the First Owner and the purchase by the Association of the Affordable Housing Land on the terms therein contained ("the Sale Agreement") but otherwise free from incumbrances.
- (D) The First Mortgagee is registered proprietor of a charge dated 21 September 1998 of (inter alia) the Affordable Housing Land made between (1) the First Owner and (2) the First Mortgagee.
- (E) The Second Owner is seised of the part of the Retail Site comprised in a conveyance dated 1 February 1988 made between (1) the Fourth Owner and

(2) the Second Owner ("the Second Owner's Property") for a legal estate in fee simple absolute in possession which said part of the Retail Site is shown for the purposes of identification only edged green on Plan 2 subject to the Option Agreement but otherwise free from incumbrances.

- (F) The Third Owner is seised of the part of the Retail Site comprised in a conveyance dated 9 July 1985 made between (1) the Fourth Owner and (2) the Third Owner (as modified by a deed of rectification and re-conveyance dated 2 March 1987 made between (1) the Fourth Owner and (2) the Third Owner) ("the Third Owner's Property") for a legal estate in fee simple absolute in possession which part of the Retail Site is shown for the purposes of identification only edged blue on Plan 2 subject to (i) the covenant contained in a conveyance of part of the Third Owner's Property dated 7 November 1931 made between (1) Aubrey Cyril Sikkim Bowman and (2) Eustace Brooks Smith (ii) a charge by way of legal mortgage dated 4 August 1987 made between (1) Patrick Keight Smith (2) the Third Owner and (3) the Second Mortgagee ("the Third Owner's Charge") and (iii) the Option Agreement but otherwise free from incumbrances.
- (G) The benefit of the Third Owner's Charge remains vested in the Second Mortgagee.
- (H) The Fourth Owner is seised of the parts of the Retail Site comprised in a conveyance dated 26 July 1965 made between (1) Alan Brooks Smith and Charles Kendal Case and (2) the Fourth Owner (but excluding the Second Owner's Property and the Third Owner's Property) for a legal estate in fee simple absolute in possession which said parts of the Retail Site are shown for the purposes of identification only edged yellow on Plan 2 subject to (i) the covenant contained in a conveyance dated 7 November 1931 made between (1) Aubrey Cyril Sikkim Bowman and (2) Eustace Brooks Smith (ii) the easements granted by and the covenants on the part of the Fourth Owner

contained in a deed of grant dated 5 April 1991 made between (1) the Fourth Owner and (2) British Gas Plc and (iii) the Option Agreement but otherwise free from incumbrances.

- (I) The First Mortgagee and the Second Mortgagee have agreed to enter into this agreement in manner hereinafter appearing.
- (J) The First Owner has made the Application.
- (K) The District Council has subject to the Owners entering into the planning obligations on the terms and conditions hereinafter appearing resolved to grant the Listed Building Consent and the Permission.
- (L) Having regard to the development plan and other material considerations the District Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating or facilitating the development of the Site in the manner hereinafter appearing and the District Council is satisfied the Permission can only be granted subject to and upon completion of this agreement.

NOW THIS DEED WITNESSETH as follows:-

- 1.1 This agreement and the covenants that appear hereinafter are made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and any other enabling power.
- 1.2 The covenants that appear hereinafter are planning obligations for the purposes of Section 106 of the 1990 Act enforceable by the District Council.
- 1.3 This agreement is a deed and may be modified varied or discharged in part or in total at any time after the date of this agreement by deed between the parties.
- 1.4 This agreement is a local land charge and upon completion shall be registered by the District Council as such.
- 1.5 The parties hereto consent to any application by or on behalf of the District Council to register a note of the terms of this agreement against the Charges

Register to Title Number NK217652 in respect of the part of the freehold land registered under Title Number NK217652 comprising the Affordable Housing Land and to make appropriate entries against the Land Charges Register in respect of the Retail Site.

- 1.6 No waiver (whether express or implied) by the District Council of any breach or default by the Owners in performing or observing any of the covenants in this agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the covenants or obligations or from acting upon any subsequent breach or default in respect thereof.
- 1.7 Any provision of this agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this agreement.
- 1.8 This agreement shall be governed by the laws of England.
- 1.9 No party shall be liable for any breach of or non-compliance with the covenants restrictions or obligations contained in this agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting with of any party's interest in the Site or any part thereof in respect of which any such breach has taken place.
- 1.10 No party shall be liable for any breach or non-compliance with the covenants obligations or restrictions contained in this agreement if at the time of such breach or non-compliance the land to which such breach or non-compliance relates is outside the relevant party's ownership.
- 1.11 The covenants and obligations contained in clauses 5.1.1 6.1 and 6.2 of this agreement shall take effect upon the date specified by the First Owner in a notice given by the First Owner to the District Council or if earlier the actual date upon which the Affordable Housing Development is commenced as

defined in section 56 of the 1990 Act provided that for the purposes of this agreement the expression "material operation" in section 56 of the 1990 Act shall be deemed not to include operations in connection with archaeological or site investigations or soil surveys or demolition and consequential site clearance or investigations for the purposes of assessing contamination or of remedial action in respect of any contamination.

- 1.12** The covenants and obligations contained in clauses 5.1.2 and 6.4 of this agreement shall take effect upon the date specified by either the First Owner or the Second Owner the Third Owner and the Fourth Owner in a notice given by either the First Owner or the Second Owner the Third Owner and the Fourth Owner to the District Council or if earlier the actual date upon which the Retail Development is commenced as defined in section 56 of the 1990 Act provided that for the purposes of this agreement the expression "material operation" in section 56 of the 1990 Act shall be deemed not to include operations in connection with archaeological or site investigations or soil surveys or demolition and consequential site clearance or investigations for the purposes of assessing contamination or of remedial action in respect of any contamination.
- 1.13** If the Permission is modified quashed revoked or otherwise withdrawn or expires before either the Affordable Housing Development Commencement Date or the Retail Commencement Date the planning obligations contained in this agreement shall cease and determine.
- 1.14** Nothing contained in this agreement shall require the performance by any party of any obligation upon land outside that party's ownership unless such land is made available for the performance of the obligation at no cost.
- 1.15** Nothing contained in this agreement shall be construed as prohibiting or limiting any right to develop any part or parts of the Site in accordance with a planning permission granted by the District Council or by the Secretary of

State on appeal or reference to the Secretary of State after the date of this agreement subject to neither the Affordable Housing Development nor the Retail Development having been commenced pursuant to clauses 1.11 and 1.12 respectively.

1.16 NOTICES

1.16.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this agreement shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery or registered post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered or sent by recorded delivery or registered post to the address of the party as set out above.

1.16.2 Any notice or other written communication to be given by the District Council shall be signed by the Director. Any notice or written communication to be served upon the District Council must be addressed to the Director and signed by a properly authorised signatory of the party giving the relevant notice or written communication or that party's solicitor or solicitors.

2. GENERAL

2.1 The Owners and the First Mortgagee and Second Mortgagee hereby agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this agreement are hereby waived.

2.2 All works and activities to be carried out under the terms of this agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at no cost to the District Council.

- 2.3 All consideration given and payments made in accordance with the provisions of this agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this agreement then to the extent that VAT had not presently been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

3. **ARBITRATION**

- 3.1 Any dispute or difference arising between the parties as a result of this agreement shall be referred to the arbitration of a single arbitrator ("the Arbitrator") to be agreed upon between the parties or failing agreement within fourteen days after any of the parties has given to the other parties a written request requiring the appointment of the Arbitrator at the request of any of the parties by the President of the Chartered Institute of Arbitrators for the time being.
- 3.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save that with the agreement of the parties the Arbitrator may appoint experts or legal advisers.
- 3.3 Any party concerned in any dispute or difference arising from this agreement wishing to refer such dispute or difference to arbitration shall notify the other parties in writing of such intention without delay.
- 3.4 The Arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the Arbitrator when such parties may also agree that such Arbitrator shall act as an expert.
- 3.5 Subject to Sections 67 68 and 69 of the Arbitration Act 1996 the parties agree to be bound by the decision of the Arbitrator.

4. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person who is not a party to this agreement (other than a successor in title to any of the original parties) shall be entitled in that person's own right to enforce any provisions of this agreement pursuant to the provisions of the said Act.

5. COVENANTS

5.1 THE OWNERS

5.1.1 The First Owner covenants so as to bind its freehold interest in the Affordable Housing Land at the date hereof and each and every part thereof to observe and perform the covenants and obligations contained in clauses 6.1 and 6.2.

5.1.2 The Second Owner the Third Owner and the Fourth Owner covenant so as to bind each and every part of their respective freehold interests in the Retail Site to observe and perform the covenants and obligations contained in clause 6.4.1.

5.2 THE ASSOCIATION

The Association hereby further covenants as contractual purchaser of the freehold interest in the Affordable Housing Land and so as to bind the Affordable Housing Land and each and every part thereof to observe and perform the covenants and obligations contained in clauses 6.1 and 6.2.

5.3 THE FIRST MORTGAGEE

The First Mortgagee hereby acknowledges the terms of this agreement and agrees not to develop pursuant to the Permission any part of the Affordable Housing Land in the First Mortgagee has an interest otherwise than in accordance with the terms of this agreement.

5.4 THE SECOND MORTGAGEE

The Second Mortgagee hereby acknowledges the terms of this agreement and agrees not to develop pursuant to the Permission any part of the Retail

Site in which the Second Mortgagee has an interest otherwise than in accordance with the terms of this agreement.

6. THE OBLIGATIONS

6.1 AFFORDABLE HOUSING

6.1.1 (If not previously submitted) Within 12 weeks of the date hereof to submit to the District Council for approval a comprehensive scheme of works to the existing listed building on the Affordable Housing Land known as "The Orchards" and the construction of a two-storey building all to provide Affordable Housing comprising at least 16 units of accommodation such scheme to include providing all information and details required by the Permission and the Listed Building Consent.

6.1.2 Within one month of the date hereof and prior to the Affordable Housing Commencement Date (if earlier) the First Owner and the Association will complete the sale and purchase of the Affordable Housing Land in accordance with the terms of the Sale Agreement.

6.1.3 The Affordable Housing Land shall not be used for any other purpose than Affordable Housing.

6.1.4 Not to commence the Affordable Housing Development without first having submitted to the Director for approval a scheme or schemes for the construction and long term management of not less than 16 affordable housing units on the Affordable Housing Land and to carry out the Affordable Housing Development in accordance with the scheme as approved by the Director.

6.2 RESTORATION AND LONG TERM MAINTENANCE OF THE HISTORIC GARDEN WITHIN THE AFFORDABLE HOUSING LAND

6.2.1 To carry out those works ("the Works") and programmes of long term maintenance set out in the report entitled "The Orchards Garden Restoration and Management Plan" prepared by David Brown Associates in 2001 as

annexed as appendix 5 in accordance with the programme and specification included therein to the historic garden ("the Historic Garden") forming part of the Affordable Housing Land.

6.2.2 To commence and thereafter complete the Works prior to first occupation of any dwellinghouse or unit of accommodation to be provided on the Affordable Housing Land pursuant to this clause 6 unless otherwise agreed by the District Council.

6.2.3 To complete the Works and thereafter maintain the Historic Garden to the reasonable satisfaction of the District Council.

6.3 **PROVISO**

PROVIDED ALWAYS AND NOTWITHSTANDING THE FOREGOING it is hereby agreed and declared that the provisions of clauses 6.1 and 6.2 of this agreement shall not bind:-

6.3.1 any present or future chargee or mortgagee of the Affordable Housing Land (other than the First Mortgagee in the First Mortgagee's capacity as registered proprietor of the charge referred to in recital (D) of this agreement) or any receiver appointed by any such chargee or mortgagee; or

6.3.2 any person acquiring an interest in a dwelling erected on the Affordable Housing Land or any part or parts of the Affordable Housing Land under a statutory right to buy or acquire that dwelling; or

6.3.3 a lessee under a shared ownership lease of a dwelling erected on the Affordable Housing Land or on some part or parts of the Affordable Housing Land or a chargee or mortgagee of such a shared ownership lease; or

6.3.4 a person who has staircased under a shared ownership lease of a dwelling erected on the Affordable Housing Land or on some part or parts of the Affordable Housing Land to acquire the freehold of that dwelling or a chargee or mortgagee of such a dwelling; or

6.3.5 any person or persons deriving title from any such person as is mentioned in clauses 6.3.1 to 6.3.5 (inclusive) of this clause 6.3.

6.4 TOWN CENTRE ENHANCEMENT SCHEME AND OTHER OBLIGATIONS

6.4.1 The Second Owner the Third Owner and the Fourth Owner covenant with the District Council that the Second Owner the Third Owner and the Fourth Owner will:-

- a) not commence the Retail Development without first paying the Contribution to the District Council; and
- b) install signage in the form reasonably required by the District Council on such part or parts of the Retail Site as is reasonably required to direct the public to the existing recycling facilities provided at the Bure Valley Railway car park on or following the Retail Commencement Date.

6.4.2 The District Council covenants with the First Owner that the District Council will:-

6.4.2.1 acknowledge receipt of the Contribution and

6.4.2.2 use and apply the Contribution towards the enhancement of Aylsham Town Centre.

7. INDEMNITY

If the First Owner shall complete the purchase of the Retail Site pursuant to the Option Agreement or otherwise then the First Owner shall indemnify the Second Owner the Third Owner and the Fourth Owner against all liability arising under this agreement.

8. PAYMENT OF COSTS

The First Owner agrees to pay to the District Council on the date hereof a contribution of **FIVE THOUSAND POUNDS** (£5,000) plus VAT towards their reasonable legal costs reasonably and properly incurred in connection with the preparation of this agreement.

IN WITNESS whereof this agreement has been executed and delivered as a deed on

the date first written above.

THE COMMON SEAL of
BROADLAND DISTRICT COUNCIL
was hereunto affixed in the presence of



5352
Head of Corporate Services
& Marketing Officer Director of Resources

EXECUTED as a DEED by WYNCOTE
DEVELOPMENTS PLC acting by ~~two~~ *one*
directors: and the secretary :-

Director

Director
Secretary

EXECUTED as a DEED by RICHARD
BROOKS SMITH in the presence of:-

Witness' Signature

Name

Address

Occupation

B.S. Warren
.....
B. S. WARREN
.....
High Street Marsham
.....
Norfolk
.....
Book Keeper
.....

EXECUTED as a **DEED** by **KAREN**)
DAWN SMITH in the presence of:-)

Witness' Signature

Name

Address

Occupation


.....
B.S. Warman
.....
Marsham
.....
Norfolk
.....
Book Keeper
.....


EXECUTED as a **DEED** by **PATRICK**
KEIGHT SMITH in the presence of:-)

Witness' Signature

Name

Address

Occupation


.....
B.S. Warman
.....
Marsham
.....
Norfolk
.....
Book Keeper
.....


EXECUTED as a **DEED** by **MAUREEN**
SMITH in the presence of:-)

Witness' Signature

Name

Address

Occupation


.....
B.S. Warman
.....
B.S. Warman
.....
Marsham
.....
Norfolk
.....
Book Keeper
.....

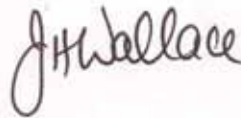
THE COMMON SEAL of AYLSHAM)
MOTOR COMPANY LIMITED was)
hereunto affixed in the presence of:-)



 Director

 Secretary

EXECUTED as a DEED by THE GOVERNOR
AND COMPANY OF THE BANK OF
SCOTLAND acting by its attorney)



in the presence of:-)

ASSOCIATE DIRECTOR

Witness' Signature

Name

Address

Occupation


DENISE SULLIS
BANK OF SCOTLAND
STANHOUSE
PEGLER WAY
CRAWLEY
RH10 1PH
CORPORATE BANK MANAGER

EXECUTED as a DEED by BARCLAYS BANK
PLC acting by its attorney)

in the presence of:-)

SIGNED for and on behalf of
BARCLAYS BANK PLC
by DAVID JOHN TATTERSFIELD

its duly appointed Attorney

Witness' Signature

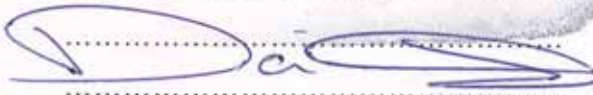
Name

Address

Occupation

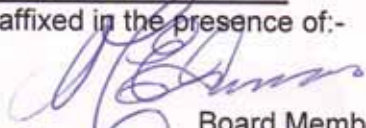
under a Power of Attorney dated 7th NOV 2001
in the presence of:)

Witness:

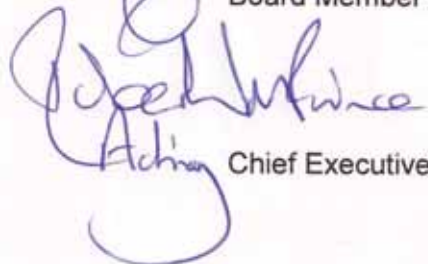


THE COMMON SEAL of BROADLAND
HOUSING ASSOCIATION LIMITED

was hereunto affixed in the presence of:-



Board Member



Acting Chief Executive



APPENDIX 1
THE LISTED BUILDING CONSENT



Broadland

District Council

Ask for : Mrs J Carpenter
Direct Dial : (01603) 703253
Fax : (01603) 700339
Date :

Application Number:
000522

Verrill
Battersea Square
London
E8 3RA

of
Decision:

Description: Provision of affordable housing including the conversion of The Orchards to flats and the erection of a new building to provide affordable housing (Listed Building)

Location: Land at The Orchards, Norwich Road, Aylsham

Applicant: Wyncote Developments PLC

Planning (Listed Building and Conservation Areas) Act 1990

The Council in pursuance of powers under this Act **CONSENT** to the development referred to above, in accordance with the submitted plans and application forms, and subject to the following conditions.

1. The works to which this consent relates must be begun not later than five years from the date of this permission.
2. Prior to the commencement of development (this relates to both the extension and new building), precise details/samples of:
 - a) Bricks, jointing, pointing and bond
 - b) Roofing tiles and flashing
 - c) External joinery details
 - d) Rainwater goods
 - e) Timber infill panels
 - f) External colour scheme
 - g) External vents, flues, pipes and ducts and TV equipment

Shall be submitted to and approved by the Local Planning Authority.

3. Prior to the commencement of development precise details/samples of the materials to be used for the parking and manoeuvring areas shall be submitted to and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved details.
4. The development hereby permitted shall not be carried out otherwise than in accordance with the revised plans, drawing nos 113/1, 113/4, 113/5c, 113/6a, 113/8, 113/10, 113/11, 113/13a, 113/14b, 113/16a, 113/19a, 113/20, 113/21d, 2052/31, 2052/32.
5. If hitherto unknown evidence of historic character that would be affected by the works hereby permitted is discovered, an appropriate record together with recommendation for dealing with it in the context of the scheme, shall be submitted for written approval by the Local Planning Authority.
6. Access shall be allowed at any reasonable time for a buildings analyst approved/nominated by the Local Planning Authority to maintain a watching brief on the works hereby permitted.
7. Prior to the commencement of individual phases of the reconstruction (restoration of The Orchards) the following details shall be submitted to the Local Planning Authority:
 - a) Internal joinery
 - b) Fibrous plaster work and features
 - c) Fireplaces and surrounds
 - d) Floor, wall and ceiling finishes
 - e) Staircases and balustrades
 - f) Mechanical and electrical fixtures and equipment

This should include the reinstatement of architectural features/furniture/fittings previously removed to their original position, unless otherwise agreed.

The work shall be undertaken entirely in accordance with the approved details.

8. No development shall take place within the area indicated until the applicant or agents or successors in title has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant or successors in title and approved in writing by the Local Planning Authority.
9. The gable end windows shown on the submitted plans on the western elevation shall be permanently formed as a fixed light with obscure glass unless otherwise agreed in writing with the Local Planning Authority.

Reasons:

1. In accordance with Section 18 of the Planning (Listed Building and Conservation Area) Act 1990.
2. To ensure the integrity of this important Grade II Listed Building is safeguarded and to secure a satisfactory form of development within its curtilage in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.
3. To ensure the integrity of this important Grade II Listed Building is safeguarded and to secure a satisfactory form of development within its curtilage in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.
4. To ensure the integrity of this important Grade II Listed Building is safeguarded and to secure a satisfactory form of development within its curtilage in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.
5. To record any features of architectural/historic/archaeological interest which might be exposed during the course of the works in accordance with Policies ENV12 and ENV20 of the Broadland District Local Plan.
6. To record any features of architectural/historic/archaeological interest which might be exposed during the course of the works in accordance with Policies ENV12 and ENV20 of the Broadland District Local Plan.
7. To ensure the integrity of this important Grade II Listed Building is safeguarded and to secure a satisfactory form of development within its curtilage in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.
8. To enable the County Archaeologist to keep a watching brief on the site.
9. To prevent overlooking to the detriment of the amenities of the adjacent properties in accordance with Policy GS3 of the Broadland District Local Plan.

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NOTES

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1. Demolition

Attention is drawn to Section 8 (2) (C) of the Planning (Listed Building and Conservation Areas) Act 1990. Where demolition is involved it may not be undertaken (despite the terms of consent granted by the Local Planning Authority) until notice of the proposal has been given to the RCHME (Emergency Recording Section), National Monuments Record Centre, Kemble Drive, Swindon, Wiltshire, SN2 2GZ and the Commission subsequently have either been given reasonable access to the building for at least one month following



Broadland District Council

the grant of consent, or have stated that they have completed their record of the building or that they do not wish to record it.

Signed

Mr M Derbyshire

Head of Planning

Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU

Draft

APPENDIX 2
THE PERMISSION

Application Number:
000521

Alsop Verrill
28 Battersea Square
London
SW11 3RA

Date of
Decision:

Description:

(A) Demolition of buildings on Aylsham Motor site "The Gables" and 30 Norwich Road and erection of a Class A1 Retail Foodstore with associated access, car parking, servicing and landscape (Outline) and (B) provision of affordable housing at "The Orchards" including a scheme of improvements for Listed Building for its reuse as affordable housing and the construction of a two storey building to provide affordable housing (Detailed) (C) Norwich Road Improvement Scheme (D) Town Centre Enhancement Scheme.

Location:

Land at Norwich Road, Aylsham comprising Aylsham Motor Company premises; The Gables; 30 Norwich Road; The Orchards and public highway.

Applicant:

Wyncote Developments PLC

Town & Country Planning Act 1990

The Council in pursuance of powers under this Act **GRANTS PLANNING PERMISSION** for the development referred to above, in accordance with the submitted plans and application forms, and subject to the following conditions, the first set of conditions (1-17) relate to the outline application for Retail Food Store and the second set of conditions (1-19) relate to the Full Application for residential development at The Orchards.

Retail Proposal (Outline)

1. Application for approval of the reserved matters shall be made to the local planning authority before the expiration of three years from the date of this decision.
2. The development hereby permitted shall be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

3. Approval of the details of the siting, design, and external appearance of the building, and the landscaping of the site (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.
4. Concurrently with the submission of "reserved matters" referred to in condition 3 above the following details shall be submitted to and approved by the Local Planning Authority.
 - (a) The layout of the site and any development thereon, which shall be based upon an accurate survey of the site which shall indicate accurately the position, height, spread and species of all trees, hedges within and on the boundaries of the site (including any trees and hedges which it is proposed to be removed).
 - (b) The siting, design and external appearance of all the buildings to be erected.
 - (c) Full details of all external materials to be used in the construction of the building.
 - (d) Details for the hard and soft landscaping for the site including details of all planting, management and maintenance regimes and date for completion.
 - (e) The provision, alignment, height and materials of all walls, fences and other means of enclosure and any ancillary structures.
 - (f) The materials to be used in the construction of the hard landscape areas.
 - (g) The provision to be made for the parking, loading and unloading of vehicles, cycle parking and pedestrian footways.
 - (h) Full details of the realignment of the section of Marriotts Way.
 - (i) Details of existing levels and finished levels including sections as appropriate.
5. Prior to the commencement of development, a scheme is required to deal with any contamination of the site. This scheme shall comprise the following elements;
 - (a) A comprehensive site investigation to identify, the nature and extent of any contamination present i.e. those materials which could have an adverse effect on future occupants, the public, buildings, building services, vegetation in the development and the surrounding environment including controlled waters and amenity areas; and
 - (b) The measures to be taken to avoid risk to future occupants, the public, buildings, building services, vegetation in the development and the surrounding environment including controlled waters and amenity areas when the site is developed.

The investigation shall include areas to be used as landscaping and open space, car parking and the building and land in which service pipes are to be laid. The method of the



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proposed site investigation is to be submitted in writing and approved by the Local Planning Authority, prior to the investigation commencing.

In the event of any previously unsuspected contamination being discovered as part of the site investigation full details shall immediately be submitted to the Local Planning Authority. A suitable remediation strategy to include provision for post remediation testing shall be submitted to and approved by the Local Planning Authority. The remediation scheme shall be carried out in accordance with the approved scheme, prior to the commencement of development.

6. The development hereby permitted shall only be constructed and operated as a supermarket (as defined by Planning Policy Guidance Note 6 and for no other purpose (including any other purpose in Class A1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 or in any provision revoking and re-acting that Order with or without modification) with a gross external floor space of 2090 sq m and net retail floor space not exceeding 80% of the gross floor space (1672 sq m) and shall not contain either post office, dry cleaners, coffee shop (A3 use) or dispensing chemist. The retail floor space shall not be subdivided and occupied by retailers operating separately and or retailing non- convenience merchandise.
7. Hours of opening - restricted to between the hours of 8.00am and 10.00pm seven days a week.
8. No deliveries shall take place between the hours of 10.30pm to 6.30am and at no time on Sunday.
9. Concurrently with the submission of the details specified on Condition 2, details of any works to the frontage retaining wall to the Orchards and associated works to existing trees shall be submitted to and approved in writing by the Local Planning Authority. The work shall be carried out in accordance with the approved details, and completed to the satisfaction of the Local Planning Authority prior to the retail store opening.
10. No work (except demolition and site clearance works) shall commence on site until such time as a detailed plan, including materials, of the scheme for the creation of a 20mph zone in Norwich Road and Aylsham Town Centre (including provision of a 1.5m footpath along the eastern side of Norwich Road as shown on Drawing Nos. L381/14 Rev B and L381/21) have been submitted to and approved by the Local Planning Authority.
11. No new construction works shall commence on site until such time as all necessary Road Traffic Orders required to implement the 20 mph zone in Norwich Road and Aylsham Town Centre have been secured unless otherwise agreed in writing with the Local Planning Authority.
12. The Retail Food Store hereby permitted shall not be brought into use until the 20mph zone and traffic management scheme referred to in condition 10 has been constructed in accordance with the approved scheme unless otherwise agreed in writing with the Local Planning Authority.
13. The Retail Food Store hereby permitted shall not be brought into use until the footpath link along Norwich Road identified on drawing no. L381/14 Rev B has been constructed to the

satisfaction of the Local Planning Authority unless otherwise agreed in writing with the Local Planning Authority.

14. No works shall commence on the development hereby permitted until such time as detailed plans of the site access mini-roundabout, parking and servicing provisions, foul and surface water drainage have been submitted to and agreed in writing by the Local Planning Authority.
15. No works shall be carried out on the site access mini roundabout, parking and servicing provisions, foul and surface water sewers otherwise than in accordance with the specifications of the Local Planning Authority in consultation with the Highway Authority.
16. Before the A1 retail foodstore hereby permitted is first occupied the site access mini roundabout, parking and servicing provisions, foul and surface water sewers shall be constructed in accordance with the details agreed in writing with the Local Planning Authority in consultation with the Highway Authority.
17. Notwithstanding the provision of Class A of Schedule 2, Part 2 of the Town and Country Planning (General Permitted Development) Order 1995, (or any Order revoking, amending or re-enacting that Order) no gates shall be erected across the approved access unless details have first been submitted to and approved in writing by the Local Planning Authority.

Residential (detailed)

1. The residential development hereby permitted shall be begun before the expiration of five years from the date of this decision.
2. The residential development hereby permitted shall not be carried out otherwise than in accordance with amended plans 113/1, 113/4, 113/5c, 113/6a, 113/8, 113/10, 113/11, 113/13a, 113/14b, 113/16a, 113/19a, 113/20, 113/21d, 2052/31, 2052/32
3. Prior to the commencement of the residential development, (this relates to both the extension and new building), precise details/samples of:
 - a) bricks, jointing, pointing and bond
 - b) roofing tiles and flashing
 - c) external joinery details
 - d) rainwater goods
 - e) timber infill panels
 - f) external colour scheme
 - g) external vents, flues, pipes and ducts and TV equipment

shall be submitted to and approved by the Local Planning Authority.

4. Prior to the commencement of the residential development precise details/samples of the materials to be used for the parking and manouvering areas shall be submitted to and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved details.

5. If hitherto unknown evidence of historic character that would be affected by the works hereby permitted is discovered, an appropriate record together with recommendation for dealing with it in the context of the scheme, shall be submitted for written approval by the Local Planning Authority.
6. Access shall be allowed at any reasonable time for a buildings analyst approved/nominated by the Local Planning Authority to maintain a watching brief on the works hereby permitted.
7. No development shall take place within the area indicated until the applicant or agents or successors in title has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant or successors in title and approved in writing by the Local Planning Authority.
8. The gable end windows shown on the submitted plans on the western elevation shall be permanently formed as a fixed light with obscure glass unless otherwise agreed in writing with the Local Planning Authority.
9. Prior to the development commencing on the site precise details of the proposed boundary treatments shall be submitted to and approved by the Local Planning Authority. The boundary treatments shall be erected as agreed prior to the buildings hereby approved being occupied and shall thereafter be retained unless otherwise agreed in writing with the Local Planning Authority.
10. Prior to the commencement of any development, a comprehensive site investigation for materials/substances must be undertaken. The extent and method of this investigation must be submitted to and approved in writing by the Local Planning Authority. Subject to the results of this investigation, a scheme for remediation shall be submitted and approved by the Local Planning Authority and work shall be carried out in accordance with the agreed scheme prior to development commencing on the site.

In the event of any previously unsuspected contamination being discovered as part of the site investigation full details shall immediately be submitted to the Local Planning Authority. A suitable remediation strategy to include provision for post remediation testing shall be submitted to and approved by the Local Planning Authority. The remediation scheme shall be carried out in accordance with the approved scheme, prior to the commencement of development.

11. Prior to the commencement of development full details of both hard and soft landscape proposals shall be submitted to and approved by the Local Planning Authority. These details shall include, as appropriate:
 - a) Proposed finished levels or contours
 - b) Means of enclosure
 - c) Car parking layouts
 - d) Other vehicle and pedestrian access and circulation areas
 - e) Hard surfacing materials
 - f) Minor artifacts and structures (furniture, refuse or other storage units, lighting)

- g) Proposed and existing functional services above and below ground e.g. drainage, power communications cables, pipelines, etc, indicating lines, manholes, supports etc)
- h) Retained historic landscape features and proposals for restoration, where relevant.

Soft landscape details shall include:

- i) Planting plants and trees
 - j) Written specifications (including cultivation and other operations associated with plant and grass establishment
 - k) Schedules of plants, noting species planting sizes and proposed numbers/densities where appropriate
 - l) Implementation timetables
 - m) Landscape maintenance schedule for a minimum period of 5 years.
12. Prior to the commencement of development a scheme (herein called the Approved Method Statement for Arboricultural Works Scheme) which provides for the retention and protection of trees, shrubs and hedges growing on or adjacent to the site shall be submitted to and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved protection scheme.
13. Prior to the commencement of development a schedule of landscape maintenance for a minimum of 5 years shall be submitted to and approved by the Local Planning Authority. The schedule shall include details of the arrangements for its implementation.
14. Prior to the commencement of development details of earthworks shall be submitted to and approved by the Local Planning Authority. These details shall include the proposed grading and mounding of land areas including the levels and contours to be formed, showing the relationship of proposed mounding to existing vegetation and surrounding landform. The work shall be carried out in accordance with the approved details.
15. Prior to the commencement of development, details of proposals to maintain and /or restore any existing historic landscape features on the site shall be submitted to and approved by the Local Planning Authority. Implementation of the proposals, supported by research relevant to the nature of the historic feature, shall be carried out in accordance with the approved details and timetable agreed with the Local Planning Authority.
16. All existing trees, shrubs, and other natural features not scheduled for removal shall be fully safeguarded during the course of the site works and building operations (see guidance notes enclosed and BS5837). No works shall commence on site until all trees, shrubs, or features to be protected are fenced along a line to be agreed with the Local Planning Authority with
- a) 1.2m minimum height chestnut paling to BS1722 Part 4 securely mounted on 1.2m minimum height timber posts driven firmly into the ground; or
 - b) 2.4m minimum height heavy duty hoarding securely mounted on scaffold poles.

Such fencing shall be maintained during the course of the works on site. No unauthorised access or placement of goods, fuels or chemicals, soil or other materials shall take place inside the fenced area.

17. No burning of materials shall take place where it could cause damage to any tree or tree group to be retained on the site or land adjoining.

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18.10 Before any residential dwelling hereby permitted is first occupied, the means of access, parking provisions, foul and surface water sewers shall be constructed in accordance with the details agreed in writing with the Local Planning Authority in consultation with the Highway Authority.

The reasons for these conditions are:-

Retail

1. In accordance with Section 92 of the Town & Country Planning Act 1990.
2. In accordance with Section 92 of the Town and Country Planning Act 1990.
3. To ensure the satisfactory development of the site in accordance with Policy GS3, ENV2 and ENV16 of the Broadland District Local Plan.
4. To ensure the satisfactory development of the site, in accordance with Policy GS3 of the Broadland District Local Plan.
5. In order to avoid risk to future occupants, the public, buildings, building services, vegetation in the development and the surrounding environment when the site is developed.
6. In order to safeguard the integrity of Aylsham Town Centre by encouraging the store to operate as an 'edge of centre' store maximising the potential for 'linked trips' and to accord with the Retail Impact Assessment submitted with the application.
7. In order to secure to a satisfactory level the amenities enjoyed by the occupiers of the surrounding residential properties in accordance with Policy GS3 of the Broadland District Local Plan.
8. In order to secure to a satisfactory level the amenities enjoyed by the occupiers of the surrounding residential properties in accordance with Policy GS3 of the Broadland District Local Plan.
9. In order to secure a satisfactory form of development.
10. In order to secure a satisfactory form of development in the interests of highway safety, in accordance with Policies GS3, ENV2, ENV16 and TRA4 of the Broadland District Local Plan and to secure a development is compatible with the character of the area.

11. In order to secure a satisfactory form of development in the interests of highway safety, in accordance with Policies GS3 and TRA4 of the Broadland District Local Plan.
12. In order to secure a satisfactory form of development in the interests of highway safety, in accordance with Policies GS3 and TRA4 of the Broadland District Local Plan.
13. To ensure satisfactory development of the site and a satisfactory standard of highway design and construction in accordance with Policies GS3 and TRA4 of the Broadland District Local Plan.
14. To ensure satisfactory development of the site and a satisfactory standard of highway design and construction in accordance with Policies GS3 and TRA4 of the Broadland District Local Plan.
15. To ensure satisfactory development of the site and to ensure the roads are constructed to an acceptable standard in accordance with Policies GS3, TRA4 and TRA6 of the Broadland District Local Plan.
16. To ensure the satisfactory development of the site in accordance with Policies GS3 and TRA6 of the Broadland District Local Plan.
17. In the interests of highway safety in accordance with Policy TRA4 of the Broadland District Local Plan.

Residential

1. In accordance with Section 91 of the Town & Country Planning Act 1990.
2. For the avoidance of doubt and to ensure the permission relates to the application, as amended.
3. To ensure the integrity of this important Grade II listed building is safeguarded and to secure a satisfactory form of development within its curtilage in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.
4. To ensure the integrity of this important Grade II listed building is safeguarded and to secure a satisfactory form of development within its curtilage in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.
5. To ensure the integrity of this important Grade II listed building is safeguarded and to secure a satisfactory form of development within its curtilage in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.
6. To ensure the integrity of this important Grade II listed building is safeguarded and to secure a satisfactory form of development within its curtilage in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.
7. To enable the County Archaeologist to keep a watching brief on site.



Broadland

District Council

8. To prevent overlooking to the detriment of the amenities of the adjacent properties in accordance with Policy GS3 of the Broadland District Local Plan.
9. To ensure the satisfactory development of the site, in accordance with Policies GS3 and ENV16 of the Broadland District Local Plan.
10. In order to secure a safe satisfactory form of development, suitable for human habitation.
11. To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan.
12. To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan.
13. To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan.
14. To ensure the continuity of amenity afforded by existing trees in accordance with Policies ENV3 and ENV4 of the Broadland District Local Plan.
15. To retain and protect the historic landscape features which contribute to the setting and historic landscape value of the area and for amenity value of the area in accordance with Policy ENV9 of the Broadland District Local Plan.
16. To ensure that trees, shrubs and other natural features to be retained are adequately protected from damage to health and stability throughout the construction period in the interest of amenity in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan.
17. To ensure that trees, shrubs and other natural features to be retained are adequately protected from damage to health and stability throughout the construction period in the interest of amenity in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan.
18. To ensure satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan.

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INFORMATIVE

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1. The applicant is herewith advised, that in the preparation of details under Condition 3 (retail), the Council will be seeking a good quality design, that reflects the location of the site on the main approach into Aylsham. Aylsham is a historically and architectural important town, as reflected in its designation as a Conservation Area. Likewise, in preparation of the details required under Condition 10 (retail) consideration should be given to the use of quality materials and sensitive signage, given the historic setting of Aylsham. The applicant is therefore advised to contact the Council's Head of Planning at the earliest opportunity to discuss detailed proposals.

2. The applicant is also advised that in the preparation of the details required by Condition 5 (retail) and Condition 10 (residential) requesting the submission of details for the site investigation works to contact the Council's Environmental Health Manager at the earliest opportunity.
3. The applicant's attention is drawn to the fact that Monday is market day in Aylsham and it is therefore advisable to avoid deliveries on that day.
4. The applicants attention is drawn to the fact that the placing of any advertisements on site will require the submission of a separate application for advertisement consent.
5. The applicant is advised that a suitably qualified, experienced and independent person or company must carry out the investigation and remediation works. The Council's Environmental Pollution team can advise on suitable consultants.
6. During the construction phase of the proposed development any risks (associated with the presence of contaminants) to construction workers and the general public should be considered.
7. It is an OFFENCE to carry out any works within the Public Highway, which includes a Public Right of Way, without the permission of the Highway Authority. This development involves work to the public highway that can only be undertaken by the County Council within the scope of a legal Agreement with the applicant. Please note that it is the applicants' responsibility to ensure that in addition to planning permission, any necessary Agreements under the Highways Act 1980 are also obtained. Advice on this matter can be obtained from the County Council's Major Developments Group based at County Hall in Norwich. Tel (01603) 223275.

Public Utility apparatus may be affected by this proposal. Contact the appropriate utility service to reach agreement on any necessary alterations, which may have to be carried out at the expense of the developer.

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NOTES

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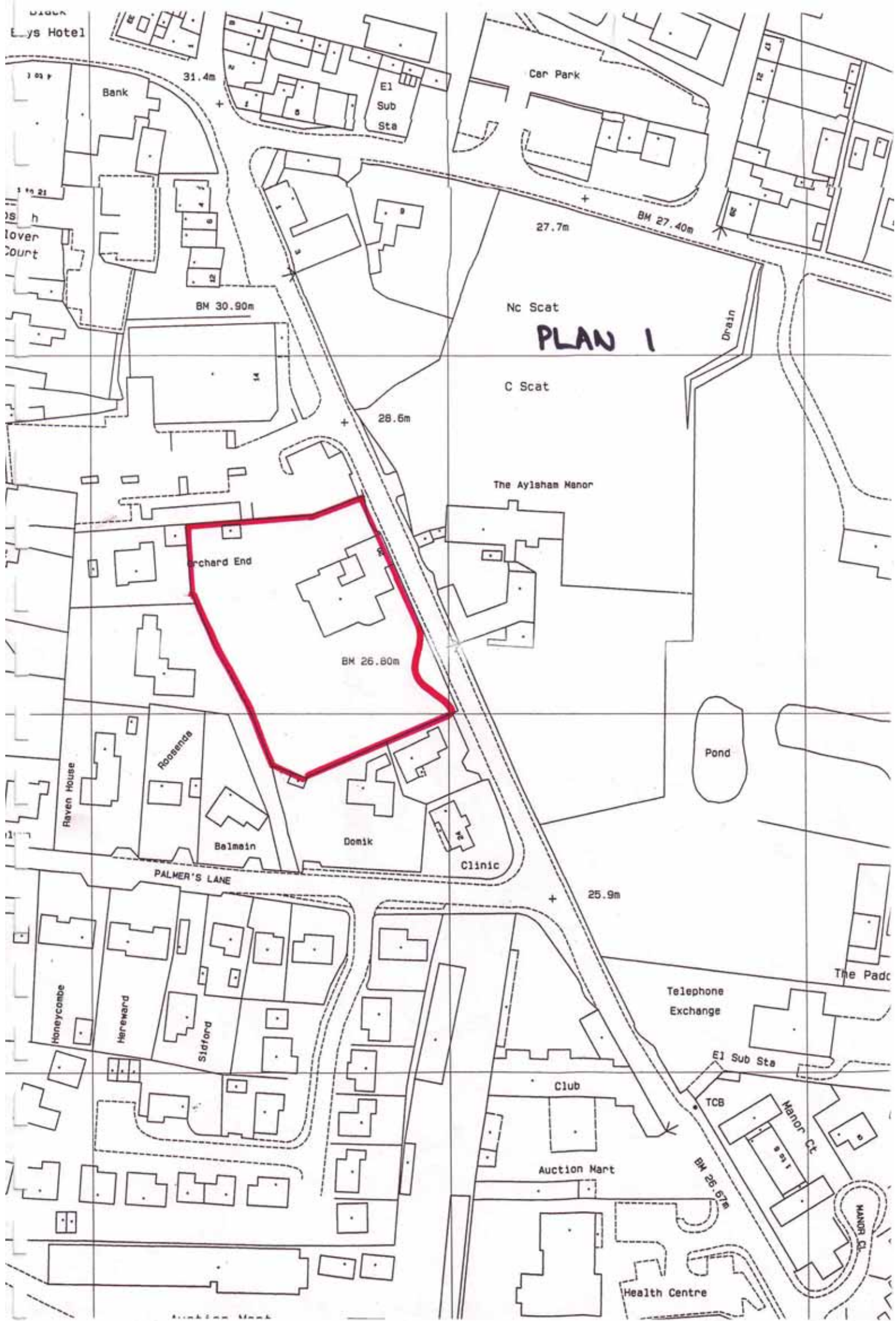
1. If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice on this point can be obtained from the Building Control Section of the Planning and Community Services Directorate.

Signed

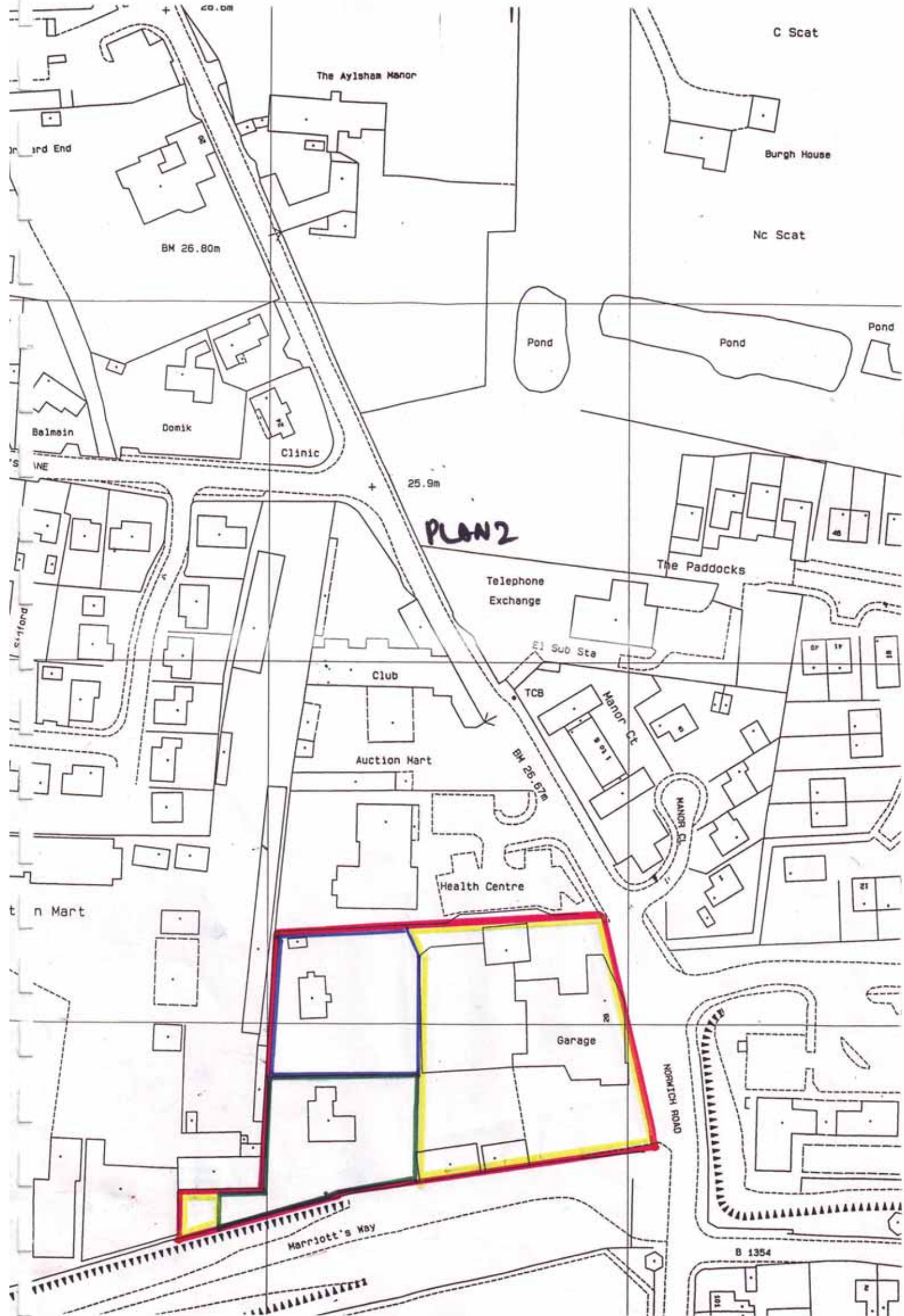
Mr M Derbyshire
Head of Planning

Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU

APPENDIX 3
PLAN 1



APPENDIX 4
PLAN 2



PLAN 2

The Aylisham Manor

C Scat

Burgh House

Nc Scat

BM 26.80m

Pond

Pond

Pond

Belmain

Domik

Clinic

25.9m

Telephone Exchange

The Paddocks

E1 Sub Sta

Club

Auction Mart

BM 26.67m

Health Centre

Garage

Manor Ct

NORWICH ROAD

Marriott's Way

B 1354

APPENDIX 5
"THE ORCHARDS GARDEN
RESTORATION AND MANAGEMENT PLAN"

The Orchards, Norwich Road, Aylsham, Norfolk

Garden Restoration and Management Plan

December 2001

On behalf of

Wyncote Group PLC

Prepared by

David Brown Landscape Design

1.0 Introduction

1.1 David Brown Landscape Design were instructed in November 2001 by Munro + Whitten, on behalf of Wyncote Group plc, to prepare a Garden Restoration and Management Plan (GRMP) for 'The Orchards', Aylsham. Since that time, Broadland District Council has resolved to grant planning consent for the development of affordable housing on the site and these proposals address conditions of that consent. Concern has been expressed by the Norfolk Gardens Trust regarding the appropriateness of the scale of development proposed within what is considered to be a locally important historic garden. This report addresses these concerns. The historic development of the garden and its current condition will be described and evaluated here. This, in turn, leads to recommendations for the restoration of parts of the original garden and to a management plan setting out the future policies and actions required to protect and sustain its historic interest.

1.2 This report and its accompanying plans have been prepared by the following consultant team:

Tom Williamson, MA (Cantab.) PhD

David Brown, BSc(Hons) DipLD MA PhD MIHort FARborA

Alistair Huck, BA(Hons) DipLD MIHort MLI

1.3 This report is to be read in conjunction with The Gordon White Partnership's drawing numbers 2052/30, 31A, 32 and 33. These show the consented development proposals. The tree survey by Jonathan Oakes shows the distribution of existing trees and has formed a basis for the comments in this report.

1.4 The next section of the GRMP provides a review of the historical development of the garden, based on archival and field evidence.

2.0 Historical Development of the Garden

- 2.1 The Orchards is a large mid-nineteenth century house in Tudor Revival style with twentieth-century additions, which stands on the northern edge of a gardens mainly occupied by lawns and shrubberies. The house was built for William Repton, son of the famous designer Humphry Repton, and was allegedly designed by his brother, the architect John Adey Repton. There appears to be no documentary evidence to support such an attribution and, given what is known of John Adey Repton's life, his involvement seems unlikely – as will be seen.
- 2.2 For many years William Repton, a solicitor by profession, owned and occupied a house about 180 metres to the north of the Orchards, fronting on Aylsham market place, a building known as Bank House. A map of Repton's estate, surveyed in 1830, shows that he also owned the plot of land now occupied by The Orchards (it adjoined the grounds of Bank House and was to their south) but that no house had yet been built here at that time (Figure 1).¹ The area is described on the map as 'gardens', but was called 'Orchard Close': it perhaps formed an area of both orchard and kitchen garden attached to Bank House, which the map shows had elaborate pleasure grounds laid out around it. The Aylsham Tithe Award map of 1840 (Figure 2) again shows that Repton owned the plot of land, which is here explicitly referred to as 'orchard', but provides no further information.² The Orchards presumably derives its name from the previous name, and use, of the area on which it was erected.
- 2.3 William Repton's account book in the Norfolk Records Office records payments of over £850 between 1848 and 1849 to William Bartram, builder and carpenter of Millgate in Aylsham, apparently the costs of building a new house – presumably the Orchards, although this is not explicitly stated.³ The Norfolk Gardens Trust suggest that the house was designed by John Adey Repton. While this is perfectly possible, no information has been found that

¹ Norfolk Records Office DS17 (144)

² Norfolk Record Office, Holley Deposit

³ Norfolk Records Office MC269 X 693

would support this attribution. It should be noted that John Adey Repton was 73 in 1848, an old man by the standards of the time, and was living at Springfield, near Chelmsford, in Essex. He does not seem to have been a very active architect after he moved there in 1827, and undertook very few commissions after this date: only three are known after 1830, two of which were in Springfield.⁴

2.4 It is of course possible that John might have designed a house for his brother, even though he was effectively in retirement, but it is important to note that the Orchards does not seem to have been built – or at any rate, was not used – as William's own home. Instead it appears to have been built for his son-in-law, William Henry Scott (1818-1882), and his daughter, Helen. William White's *History, Gazetteer, and Directory of Norfolk* (1845) shows that Repton and Scott were business partners in practice as solicitors at Aylsham marketplace. In 1845, Scott was living on Cromer Road, Aylsham. The 1851 Census does not record occupancy by house name, but by street numbers – and these have changed since the mid-nineteenth century, making precise identification difficult. But it records that William Repton was still living in Market Place, and it is safe to assume that this was at Bank House, where he died in 1858. One of the residents of Norwich Road, however, was Repton's son-in-law the solicitor William Henry Scott, his wife, and four-year-old son William Henry Repton Scott (1846-1872). This information confirms that the house was built for the Scotts, who clearly moved there immediately that construction was complete.

2.5 Even if J.A.Repton designed The Orchards, which is unlikely, it is almost certain that he was not responsible for the grounds, which appear to be a typical layout of c.1850, in the style of the time, exemplified by the work of designers like Edward Kemp. John Adey Repton designed relatively few gardens on his own account: most of his landscape work came early in his career and was carried out in collaboration with his father. While he was involved in some garden/landscape work after Humphry's death, his

⁴ K.Laurie, 'John Adey Repton, 1775-1860'. In G.Carter, P.Goode, and K.Laurie (eds) *Humphry Repton, Landscape Gardener*, Norwich 1983, pp. 129-34.

contribution usually involved designing garden buildings, conservatories, or garden furniture, rather than devising layouts for pleasure grounds, or advising on planting.

2.6 The grounds of the Orchards are first shown in any detail on the First Edition Ordnance Survey 25" of 1886 (Figure 3). At that time, the gardens clearly fell into two distinct sections: the area in the vicinity of the house, largely corresponding to the area of land owned by Repton in 1840; and an area to the east, occupied by a grid of paths, which followed a different alignment to those around the house. This area was probably used as an orchard, and is likely to be the 'garden' which, according to Repton's account book, he purchased in 1849 for £240 (the Tithe Award of 1840 describes it as 'garden', but describes its state of cultivation as 'pasture'⁵). The account book contains references to 'gravelling the orchard', to the purchase of grass seeds for the area, and to the erection of a pump here in 1852.

2.7 The property passed through a series of hands following Repton's death in 1858. In the 1970s the presumed 'orchard' to the west, a large area to the north of the house, and part of the pleasure grounds to the south, were sold off and built over. The present gardens thus represent less than a third of the property as it was in 1887, although in terms of the *ornamental* grounds (i.e., excluding the orchard area to the west) rather more survives. The most serious truncation has occurred to the south, where the grounds originally extended as far south as Palmers Lane. Three houses have been built here, occupying much of the former area of the lawn and obliterating the screens of shrubbery: the present shrubbery on the southern edge of the garden is not an original feature.

⁵ Norfolk Record Office, Holley Deposit

3.0 The Gardens: Design and Surviving Features.

- 3.1 As already noted, the earliest map to show the grounds in any detail is the First Edition 25" of 1886: the gardens were presumably around 37 years old at this time. Many of the features shown on this map in the 'core' area of the gardens, close to the house, either survive to this day, or can be detected in archaeological form. The main features are described in the following paragraphs.
- 3.2 A brick terrace runs east-west across the south façade of the house. The brickwork and mouldings appear coeval with house itself. Steps lead down to the garden at both the eastern and western ends, but only the latter are original. The terrace is no longer paved, but almost certainly was originally.
- 3.3 Below the terrace is a rectangular sunken area, some 0.4 metres below the surrounding lawn, which contains a simple arrangement of surviving flower beds, and slight traces of three former beds. The sides of the rectangle are vertical, yet not revetted in any way, i.e., they comprise bare earth: an unlikely arrangement for the mid-nineteenth century, and yet the rectangular shape is clearly picked out on the 1886 map. It is probable that the sides were originally sloping – vestiges of such an arrangement survive as two narrow 'ramps, to east and west. The pattern of beds is probably original.
- 3.4 South of the terrace is an area of lawn, extending for some ten metres north-south, and eighteen metres east-west. To the east this was screened from the Norwich Road by an area of shrubbery, which survives in denuded form (a strip of lime, holly and yew). The lawn originally extended much further to the south, as already noted – as far as Palmers Lane – where it was again terminated by a shrubbery screen; following the sale of the southern portion of grounds, a new area of shrubbery was planted along the new southern boundary.
- 3.5 To the west, a complex area of shrubbery, including relict features, which occupies most of the western side of the property flanks the lawn. This

western area now comprises an extensive and rather overgrown area of shrubbery (to the south), fading into areas of lawn, with a number of oddly shaped flower beds (to the north). The OS 25" shows an unusual arrangement of straight paths here, arranged in a rough grid, traces of which survive in earthwork form.

- 3.6 Two of the east-west paths seem to have been lined with yew hedges, traces of which survive. An L-shaped section of box hedging, probably original, shows that one of the cross-paths, and the most easterly of the north-south paths, were lined with box. The most southerly of the cross paths appears to have been raised on an earth terrace, which survives as a degraded bank in the south western corner of the garden. A similar earth terrace, but better preserved, survives at the northern end of this garden area, and evidently (to judge from the OS) once carried an east-west path which ran out from north front of the house.
- 3.7 Excavation suggests that the paths were not properly gravelled, although small quantities of gravel, in thin layers, were encountered in some places. The banks flanking the north-south paths to the west of the house are an interesting feature: that running along the eastern side of the path nearest the house was a substantial, constructed feature, which (unlike the adjacent path) *was* formed from hard core and a thick layer of gravel.
- 3.8 Linear depressions associated with some of the paths probably represent flower beds (the OS 25" is not sufficiently detailed to reveal these): some of the existing beds, towards the north of this area, appear to have been formed from these. A particularly elaborate arrangement of small beds survives, in earthwork form, on the edge of the lawn. Across much of the south of this large area, however, there are no clear traces of flower beds. It is possible that these were restricted to the area immediately to the west of the house, and to the edge of the lawn, and that shrubs formerly occupied the majority of the area. If so, little of the original planting survives, except a single Portugal Laurel (probably growing on the edge of a path); a single *Ilex aquifolium* 'Bacciflava', a Locust tree, and a Tulip tree (growing at the western end of the

terrace). Most of the shrubs, in contrast, are of comparatively recent date (including a number of Lawson's Cypress). All the original trees should, if at all possible, be retained during restoration: even the Tulip Tree on the end of the terrace, described as 'Poor' with 'large cavities', and having a 'high risk of failure', and therefore doomed to felling by the earlier Tree Report. This matter will be dealt with in more detail in the section dealing with restoration proposals.

- 3.9 A prominent line of standard Yews runs down the western edge of the present property, close to the modern fence line. This appears to correspond with a fence line shown on the OS 25", dividing the pleasure grounds to the east from the orchard area to the west. There were green houses just to the west of this line; and another lay to the north of the northern grass terrace (parts of its base still survive).
- 3.10 To the north of the house is a slightly sunken gravelled area, with curving sides, defined by low retaining walls of knapped flint with moulded brick coping. These are evidently original, and shown on the OS 25". Beyond them to north and east strips of shrubbery survive in denuded form – areas of Portugal laurel, with some Yew and two standard trees – a Sycamore and a Sweet Chestnut, which is probably original. Again, all original trees and shrubs should be retained.
- 3.11 The features described above are only very vaguely 'Reptonian'. The arrangement of features to the south of the house – terrace, parterre, lawn, and shrubbery screen – is broadly along the lines of Humphry Repton's later work, but by the 1840s and 50s had become a fairly standard feature of smaller villa gardens, mimicking in diminutive form the fashion for formal garden, parkland, and perimeter belts seen at contemporary country houses. They can be found, for example, in Edward Kemp's *How to Lay Out a Small Garden*, published in 1850.⁶ Some of the more distinctive aspects of the site, moreover

⁶ Edward Kemp, *How to Lay Out a Small Garden*, London 1850.

– the arrangement of beds, shrubs and paths towards the west – can be paralleled in mid-century writings: thus Kemp advises that garden paths should be invisible from the house, hidden if necessary by low banks of earth of the kind very evident immediately to the west of the house.⁷ It is not being suggested that the designer of this particular garden had actually read Kemp, although this is very possible: rather that the garden is typical of its size and period, and displays no features that appear peculiarly Reptonian.

⁷ *Ibid.*, pp. 55-6.

4.0 Assessment

- 4.1 A detailed review of archival and published material has been carried out in association with field survey work in order to describe the history and condition of the site. The Orchards is a Listed Building and the remaining garden area is an important part of its setting. Clearly, the garden derives a level of value from this in itself. The house has been attributed to John Adey Repton, but there is some doubt as to the basis for such an attribution. Following a fire the house is in very poor condition, the roof has been lost and much internal damage has occurred. Prior to this event, the local authority had agreed to its conversion into low-cost residential units and the development of new low-cost units in the north west of the site. The consented development forms the basis for the garden restoration proposals now being considered.
- 4.2 The remaining garden area correlates to the former ornamental gardens of the house, except to the south where the lawn area has been significantly truncated by the development of residential units over much of the former lawn. However, as the study has demonstrated, within the remaining curtilage of the house there is a good level of surviving features – albeit much survives as surface topography only. Nonetheless, there is a sound basis on which to recreate a garden of mid-nineteenth century character as a setting for the refurbished house. Such a garden would be of interest as an example of its type and by its association with the Repton family (in its wider sense).
- 4.3 The layout shown on the first edition 25 inches to the mile Ordnance Survey sheet has been confirmed by the survey of surviving on-site archaeology. This is therefore the logical starting point for any recreation of the garden. The tree survey by Jonathan Oakes has been reviewed and this report suggests a more conservation-oriented approach to the surviving trees of historic interest. While the False Acacias and Tulip Tree have significant defects, these trees are undoubtedly elements of the original garden and therefore of high value for retention. The defects have been examined and are not such as to render the trees in question hazardous. With careful management these trees have

decades ahead during which their contribution to the historic character of the site will continue to be substantial. They are therefore retained.

- 4.4 New planting and other landscape works proposals are set out on the accompanying drawings and are described in overview in the next section of this report. Proposals for the continuing management of the site form a final section of the study. The published work of Edward Kemp, referred to earlier, has formed the basis for interpreting the layout and its planting treatment. Inevitably, the design is conscious of modern requirements to minimise and simplify the maintenance load and its ongoing cost. Bedding planting and other labour-intensive systems popular in the mid-nineteenth century have therefore been replaced by perennial planting to render a similar visual effect.

5.0 Garden Restoration Proposals

5.1 The landscape works proposed are shown on the following drawings:

705-01	Trees to be retained and removed	Sheet One
705-02	Detail Planting	Sheet Two
705-03	Detail Planting	Sheet Three
705-04	Detail Planting	Sheet Four

The drawings show the layout proposed and include the consented development proposals. Adjustments have been made to the application drawings in respect of external layout where car parking, circulation or facilities can be achieved in a manner more sensitive to historic character. The aim of this management plan is to protect and where possible restore the historic character of the garden, while creating an appropriate setting for the current use of the site.

5.2 Wherever possible the original planting elements that survive have been retained. More recent planting is to be removed where it is in conflict with the original design intent. This applies particularly to the Lawson's Cypress cultivars that now obscure the intended structure of the shrubbery beds. The Tulip Tree to the side of the garden elevation is an original tree and performs an essential function in framing the house in views from the south. This tree has a long open wound with internal decay in one of its smaller limbs toward the house. The decay does not exceed fifty percent of the section of the limb and the open cavity is less than thirty percent of the limb circumference. It follows, based on the work by Mattheck et al on timber structural properties, that the limb is not an immediate cause for concern. Retention is therefore recommended, but this tree will require a regular annual inspection to monitor any change in its condition. Similarly, while there is evidence of die-back on the two mature False Acacias there is no evidence of imminent structural failure. These trees can be retained with a little deadwood removal.

- 5.3 Kemp recommends an open edge to the shrubberies that define the lawn area, that is to say a discontinuous line of taller shrubs that allow deeper views to the area within, rather than a wall of foliage. The planting design proposed seeks to achieve this effect using individual specimens with a high proportion of the evergreen species popular at the time. Lower planting of ferns, bulbs and shade plants has been employed to furnish the ground within the shrubbery beds, especially where more open glades are retained near the original Yews. The sunken parterre is retained and returned to its likely geometric bed shapes. The retaining system of grass banks replaces the vertical cuts that are of recent origin. Planting within this area provides a contrasting, silver-foliage-based pattern within the green turf. Within the silver base-tone of Snow-in-Summer and Lamb's Tongue, a range of summer flowering perennials such as Campanula, Lychnis and Achillea are sprinkled to provide colour and seasonal change. The planting is irregular, as formal planting patterns were not fashionable in the early Victorian parterre.
- 5.4 The boundary shrubberies to the site are to be strengthened by new planting included to screen the modern developments beyond. Similarly, care has been taken to limit the degree to which the new development within the site impinges on the restored garden areas. Car parking is achieved by the use of 'no-dig' construction. This has the dual benefit of protecting existing tree root zones and of protecting existing surface archaeology beneath the new car park surface. The car park is separated from the garden by a new Yew hedge, in keeping with the original layout and use of green elements. The line of the historic greenhouse has been retained. Again, this is an important historic element that should not be erased.

6.0 Future Management and Maintenance

- 6.1 ANNUAL MAINTENANCE REQUIREMENTS. The following operations will be carried out at each maintenance visit, or seasonally as required. Weekly maintenance visits will be required from April to September, bi-weekly during March, October and November, and monthly during December, January and February.
- A. All planted areas are to be kept weed free. This shall be achieved by the application of glyphosate herbicide as necessary. Spot application of herbicide and additional hand weeding may also be required to keep the planting weed free. All debris is to be removed from site.
 - B. Public safety is paramount during and after applications of herbicide and therefore spraying must only be carried out by certificated operatives in accordance with current legislation.
 - C. Tree stakes and ties are to be regularly checked and replaced as necessary. Ties should be adjusted to prevent chafing or rubbing of bark.
 - D. All litter within planted areas is to be removed from site.
 - E. All grass areas should be cut regularly to 50-75mm height. All arisings are to be removed from site.
 - F. Carry out replacement planting to areas where the planting has failed to establish or achieve reasonable growth rates.
 - G. The herbaceous planting will die back to ground level during winter and therefore all dead growth is to be cut back during February and all arisings to be removed from site.
 - H. Keep footpaths clear of vegetation by carefully pruning back plants.

- I. Any dead twigs or water shoots occurring on clear stems of trees are to be removed.
- J. Carry out a formal annual inspection to review site condition, including all hard surfaces and structures. Annual inspection of all mature trees. Inspect planting to record health and vigour. Identify any public safety hazards.

6.1 GENERAL MANAGEMENT - SHORT TERM (0-10 Years). In addition to the continuing annual maintenance programme there will be a need to review the management plan in the light of experience on site and to define any additional maintenance requirements. The following ad-hoc requirements will arise during the first ten years:

- A. All tree stakes are to be removed from established trees by Year 5 and removed from site.
- B. Carry out thinning and formative pruning of trees and shrubs to ensure good development of mature crowns. Remove poor specimens and replace.

6.3 GENERAL MANAGEMENT - MEDIUM TERM (10-40 Years). In the longer term structured replacement and renewal practices will be necessary.

- A. Some shrub species have relatively short useful life expectancies and some replacement may be necessary from about 30 years onwards.
- B. Commence coppicing of Hazel (*Corylus*) on a five year cycle. Hazel stools are to be coppiced to 450-600mm height. All arisings to be removed from site.
- C. Herbaceous plants to be inspected annually and replaced as required. Large clumps should be lifted, divided and replanted to regenerate healthy growth at least once every five years. Herbaceous perennials have shorter life

expectancies generally than trees and long-lived shrubs. Replacement is therefore likely to be required during the medium term.

- 6.4 GENERAL MANAGEMENT - LONG TERM (40+ Years). The management needs beyond 40 years will include a structured replacement or rejuvenation of structure planting. The older mature to overmature trees on the site will require removal and replacement if this has not already proved necessary. The objective must be to avoid wholesale change and to secure phased replacement of long-term elements such as major trees and areas of structure planting.

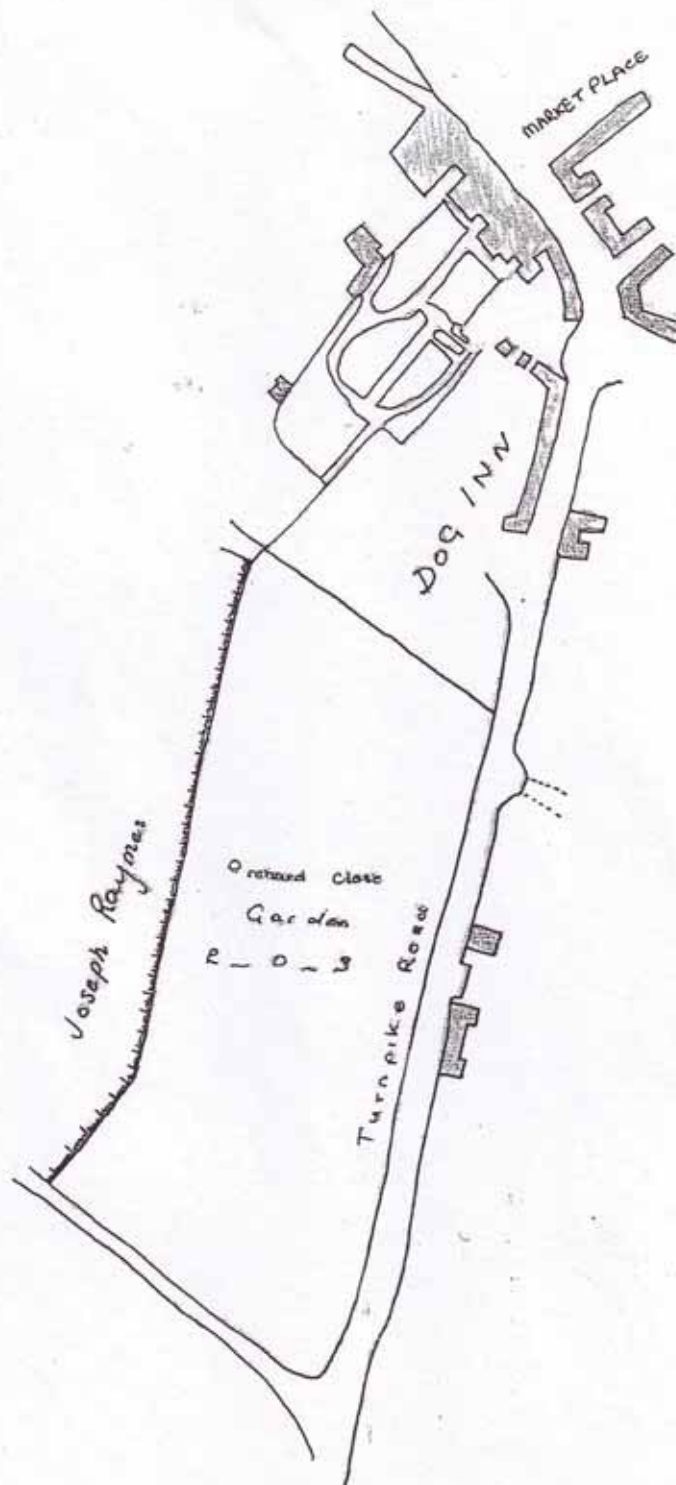


Figure 1: extract from a survey of William Repton's estate, 1830, showing the site of The Orchards: Norfolk Records Office DS17 (144).

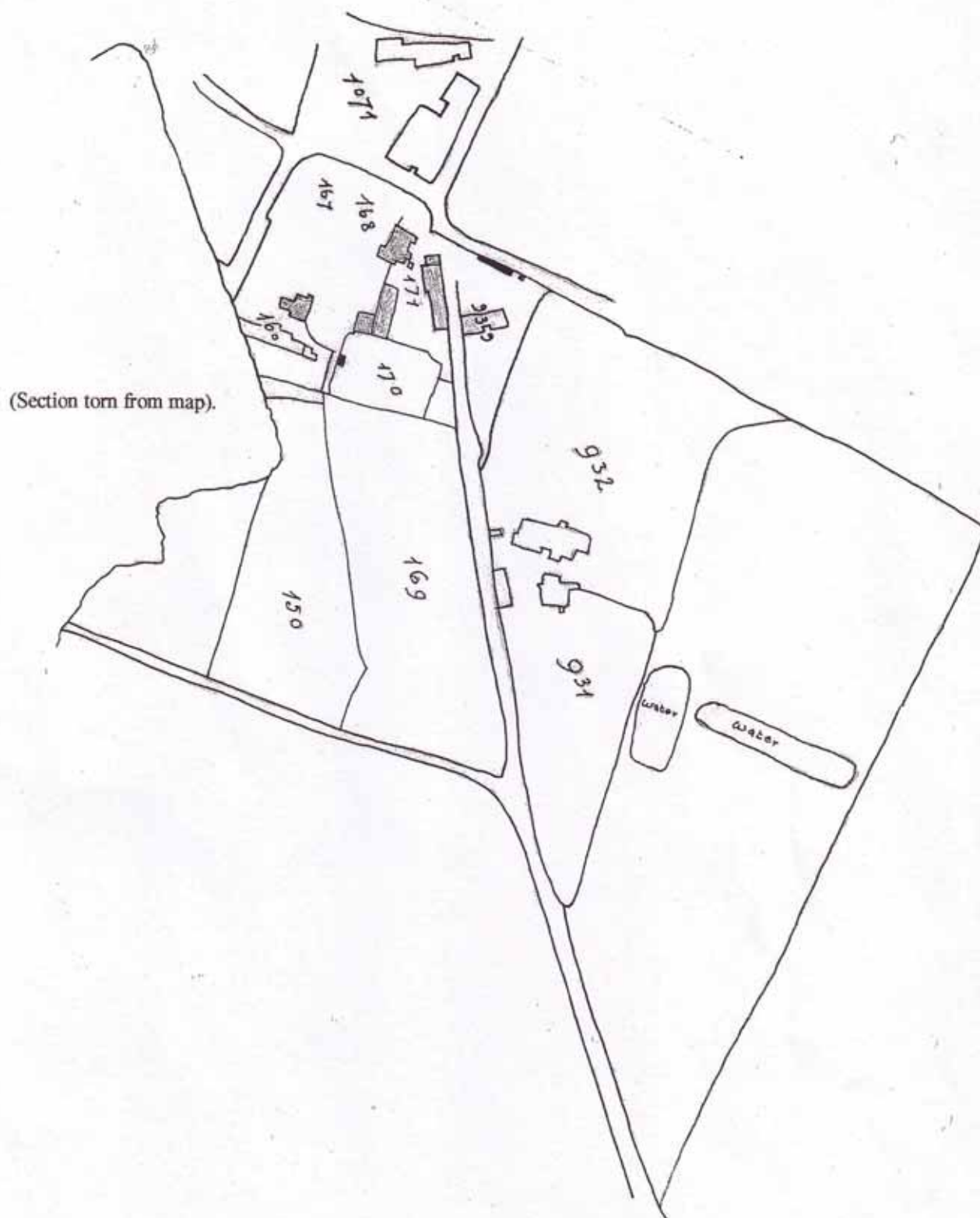
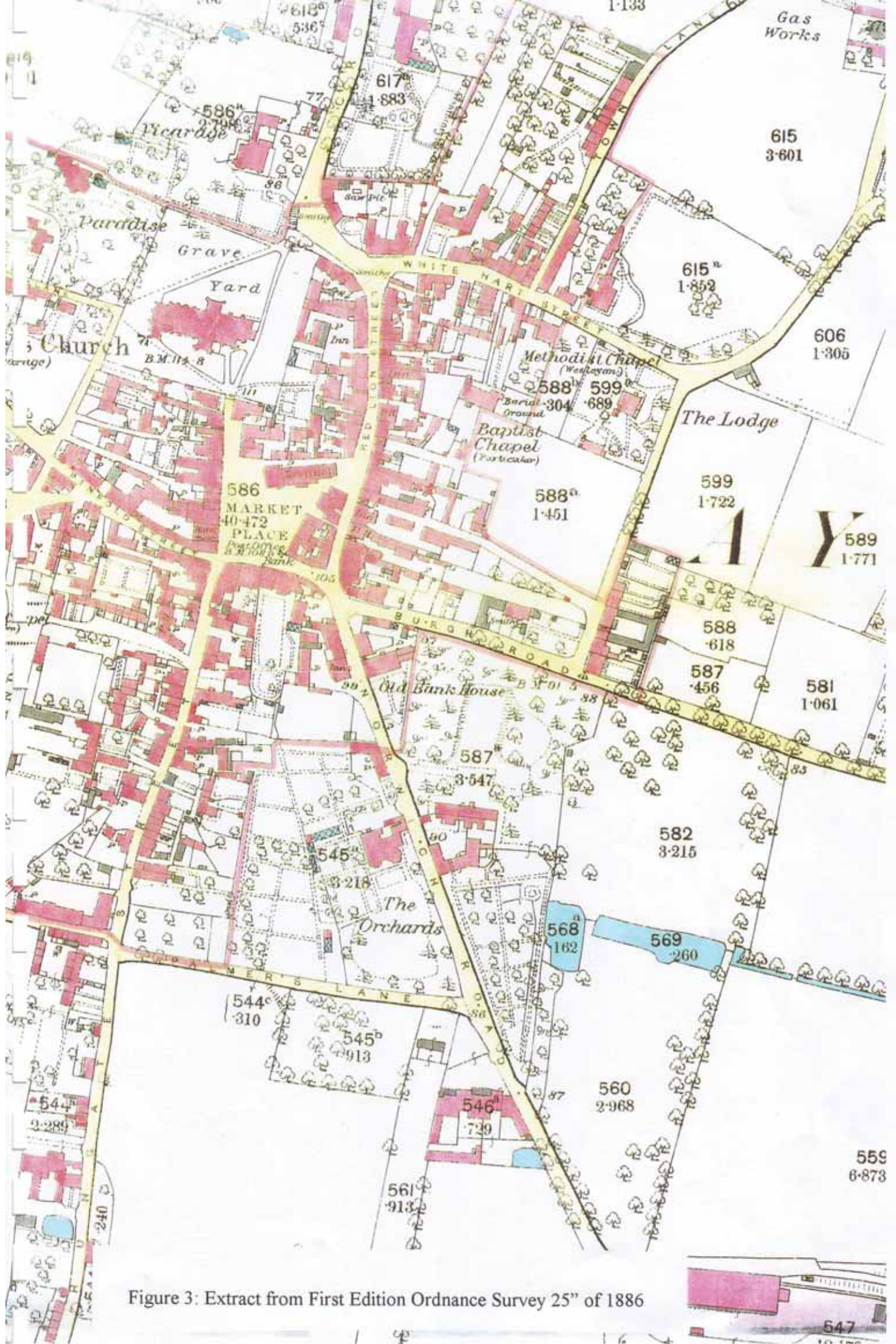
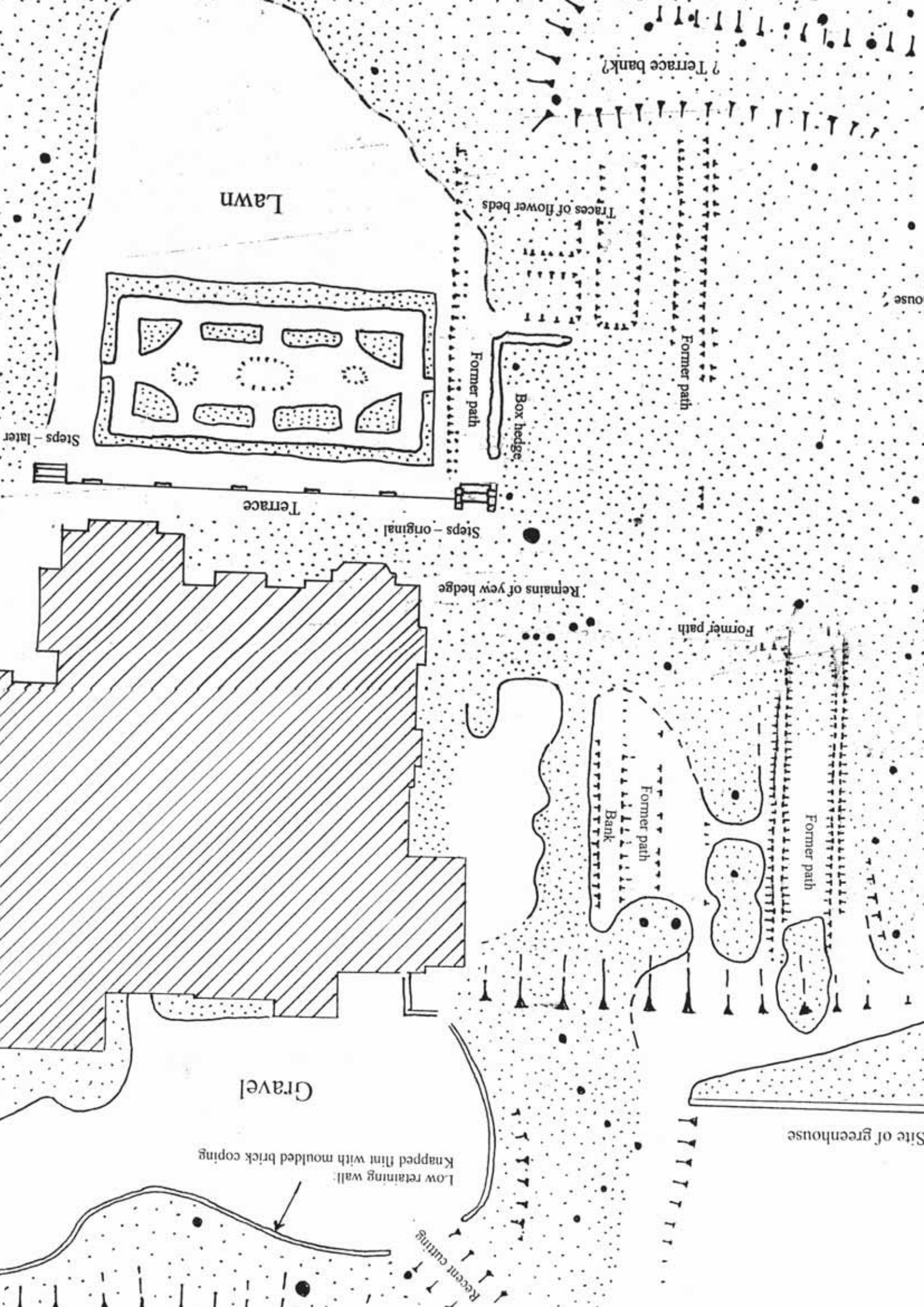


Figure 2: extract from the Aylsham Tithe Award map, 1840, showing the site of The Orchards: NRO Holley Deposit. William Repton owned plot number 169; number 150, which he seems to have purchased in 1849, was at this time owned by Dalrymple Williams and occupied by William Rundell.





PLANT SCHEDULE

TREES

NO	SPECIES	STOCK SIZE	PLANTING DISTANCES
2	TILIA EUCHLORA	25-30cm girth	As Shown

SHRUBS

6	ACANTHUS MOLLIS	3L pot	As Shown
7	ACHILLEA 'MOONSHINE'	3L pot	As Shown
20	ANEMONE NEMOROSA	3L pot	450mm centres
9	ARBUTUS UNEDO	3L pot	As Shown
19	AUCUBA CROTONIFOLIA	3L pot	As Shown
2	AUCUBA JAPONICA	3L pot	As Shown
23	BERGENIA CORDIFOLIA	3L pot	As Shown
59	BRUNNERA MACROPHYLLA	3L pot	As Shown
18	BUXUS SEMPERVIRENS	3L pot	As Shown
124	CERASTIUM TORMENTOSUM	2L pot	As Shown
1	CERATOSTIGMA WILMOTTIANUM	3L pot	As Shown
4	CHAENOMELES 'CRIMSON & GOLD'	3L pot	As Shown
4	CHAENOMELES NIVALIS	3L pot	As Shown
6	CHOISYA TERNATA	3L pot	As Shown
6	COMPANULA PERSICIFOLIA	3L pot	As Shown
6	CROCOSMIA LUCIFER	3L pot	As Shown
818	CYCLAMEN NEOPOLITANUM	P7	350mm centres
1	DAPHNE MEZEREUM	3L pot	As Shown
2	DAPHNE ODORA 'AUREOMARGINATA'	3L pot	As Shown
2	DELPHINIUM 'BLUE BEES'	3L pot	As Shown
3	DELPHINIUM 'PINK SENSATION'	3L pot	As Shown
7	DICENTRA SPECTABILIS	3L pot	As Shown
20	DRYOPERIS CRISTATA	3L pot	As Shown
15	DRYOPTERIS DILATATA	3L pot	As Shown
8	DRYOPERIS FILIX-MAS	3L pot	As Shown
18	EPIMEDIUM SULPHUREUM	3L pot	As Shown
20	ERYTHRONIUM PAGODA	3L pot	450mm centres
15	ERYTHRONIUM 'WHITE BEAUTY'	3L pot	As Shown
2	ESCALLONIA RUBRA 'CRIMSON SPIRE'	3L pot	As Shown
50	EUPHORBIA ROBBIAE	3L pot	As Shown
1	FATSIA JAPONICA	3L pot	As Shown
65	GERANIUM 'INWERSSENS VARIETY'	3L pot	450mm centres
40	GERANIUM MACRO 'CZAKO'	3L pot	450mm centres
15	HELLEBORUS CORSICUS	3L pot	As Shown
60	HELLEBORUS FOETIDISSIMA	3L pot	450mm centres
21	HELLEBORUS NIGRA	3L pot	As Shown
20	HEMEROCALLIS AURANTIACA	3L pot	450mm centres
15	HEMEROCALLIS 'KWANSO FLORE PLENA'	3L pot	450mm centres

15	HEMEROCALLIS 'MIDDENDORFII'	3L pot	450mm centres
1	HYDRANGEA 'ANNABELLE'	3L pot	As Shown
21	HYPERICUM HIDCOTE	3L pot	As Shown
67	IRIS FOETIDISSIMA	3L pot	450mm centres
4	IRIS 'JANE PHILIPS'	3L pot	As Shown
3	LAVANDULA 'ANGUSTIFOLIA'	3L pot	As Shown
15	LAVANDULA 'MUNSTEAD'	3L pot	As Shown
4	LAVANDULA 'VERA'	3L pot	As Shown
3	LIATRIS SPICATA	3L pot	As Shown
26	LIGUSTRUM 'AUREUM'	3L pot	As Shown
16	LIGUSTRUM JAPONICA	3L pot	As Shown
11	LILIUM SPECIOSUM 'RUBRUM'	3L pot	As Shown
9	LILIUM TIGRINUM	3L pot	As Shown
9	LONICERA 'BAGGESCENS GOLD'	3L pot	As Shown
1	LONICERA NITIDA	3L pot	As Shown
9	LYCHNIS FLOS-CUCULI	3L pot	As Shown
3	LYSIMACHIA CLETHROIDES	3L pot	As Shown
6	LYTHRUM VIGATUM 'ROSE QUEEN'	3L pot	As Shown
12	MAHONIA AQUIFOLIUM	3L pot	As Shown
7	MAHONIA X CHARITY	3L pot	As Shown
9	PERNETTYA MUCRONATA	3L pot	As Shown
15	PEROVSKIA 'BLUE SPIRE'	3L pot	As Shown
12	PHILADELPHUS 'BELLE ETOILE'	3L pot	As Shown
4	PHILADELPHUS 'MANTEAU D'HERMINE'	3L pot	As Shown
4	PHLOMIS FRUTICOSA	3L pot	As Shown
2	PIERIS 'FORRESTII'	3L pot	As Shown
12	PRUNUS LAUROCERASUS	3L pot	As Shown
14	PRUNUS LUSITANICA	3L pot	As Shown
3	PRUNUS 'OTTO LUYKEN'	3L pot	As Shown
30	PULMONARIA ANGUSTIFOLIA	3L pot	450mm centres
3	RHODODENDRON 'JENNY'	3L pot	As Shown
2	RIBES 'PULBOROUGH SCARLET'	3L pot	As Shown
1	ROSMARINUS OFFICINALIS	3L pot	As Shown
35	RUSCUS ACULEATUS	3L pot	As Shown
14	SARCOCOCCA CONFUSA	3L pot	As Shown
30	SARCOCOCCA HOOKERIANA	3L pot	As Shown
3	SCHIZOSTYLIS COCCINEA	3L pot	As Shown
5	SISSYRINCHIUM ANGUSTIFOLIUM	3L pot	As Shown
8	SKIMMIA JAPONICA	3L pot	As Shown
6	SKIMMIA 'RUBELLA'	3L pot	As Shown
63	STACHYS LANATA	3L pot	As Shown
10	TELLIMA GRANDIFLORA	3L pot	As Shown
8	VERONICA GENTIANOIDES	3L pot	As Shown
4	VERONICA INCANA	3L pot	As Shown
1	VIBURNUM X BURKWOODII	3L pot	As Shown
1	VIBURNUM FRAGRANTISSIMA	3L pot	As Shown
28	VIBURNUM TINUS	3L pot	As Shown
11	VINCA MINOR	3L pot	As Shown
46	VIOLA ODORATUM	2L pot	As Shown

HEDGES

9	BUXUS SEMPERVIRENS	3L pot	350mm centres
98	TAXUS BACCATA	3L pot	350mm centres
21	VIBURNUM TINUS	3L pot	350mm centres

CLIMBERS

3	CLEMATIS ALPINA	3L pot	As Shown
3	CLEMATIS MACROPETALA	3L pot	As Shown
2	ROSA 'ALBERTINE'	3L pot	As Shown
2	ROSA 'ZEPHERINE DROUHIN'	3L pot	As Shown

BULBS

7500	ERANTHUS HYEMALIS	As Shown
5500	GALANTHUS ELWESII	As Shown

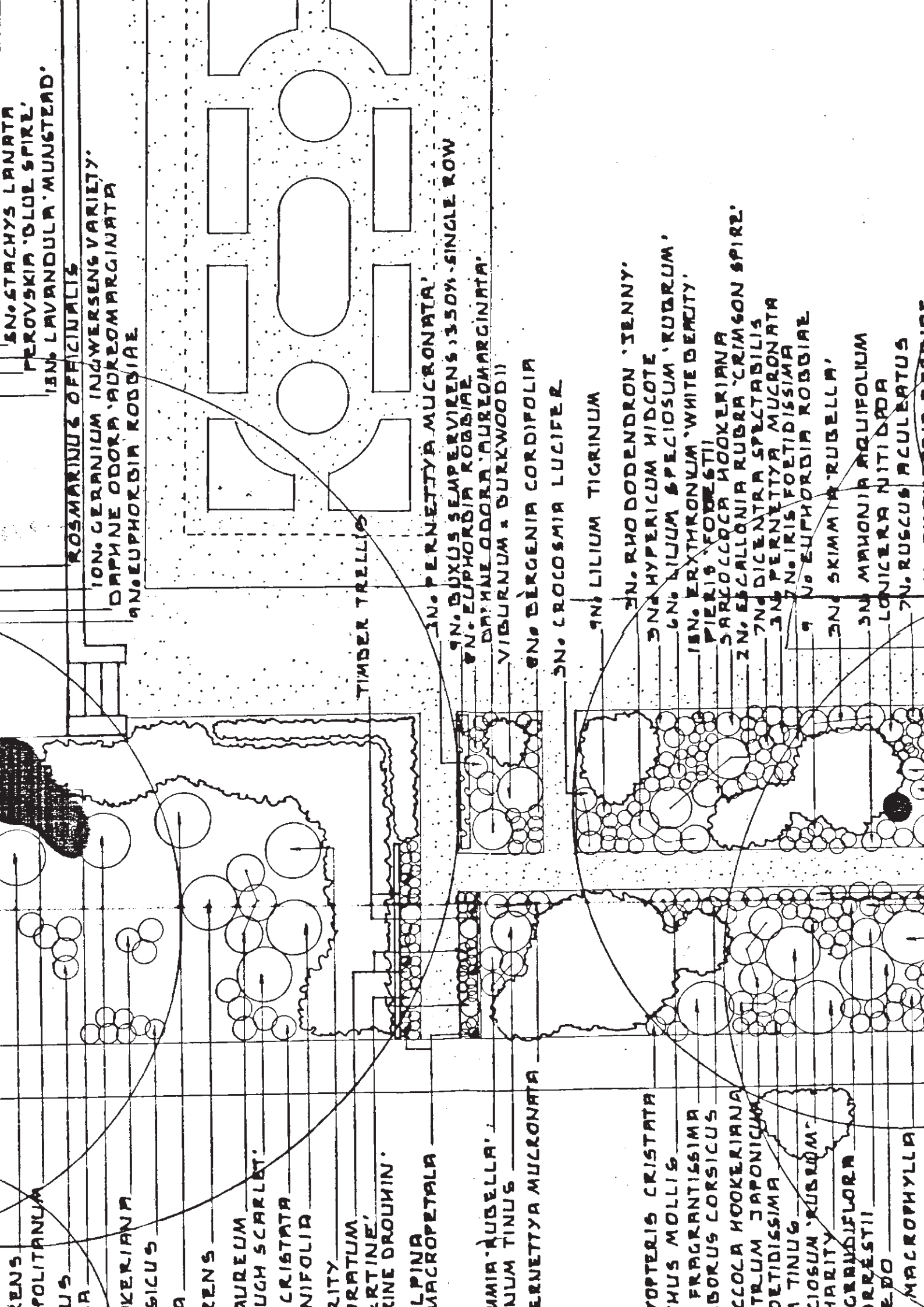
DETAIL SHEET 705-03

CONSTRUCTION-

YORKSTONE PAVING

ТІЛІА ЕУСІОРА

DETAIL SHEET 70B-04



15N. STACHYS LANATA
PEROVSKIA 'BLUE SPIRE'
15N. LAVANDULA 'MUNSTEAD'
ROSMARINUS OFFICINALIS
10N. GERANIUM INJUNSENS VARIETY
DAPHNE ODOREA 'AUREOMARGINATA'
9N. EUPHORBIA ROSSIAE

TIMBER TRELLIS

15N. PERNETTIA MUCRONATA
9N. BUXUS SEMPERVIRENS '350Y-SINGLE ROW'
9N. EUPHORBIA ROSSIAE
DAPHNE ODOREA 'AUREOMARGINATA'
VIBURNUM 'BURKWOOD II'
9N. BERGENIA CORDIFOLIA
3N. CROCOSMIA LUCIFER

9N. LILIUM TIGRINUM

3N. RHODODENDRON 'JENNY'
3N. HYPERICUM WIDCOTE
6N. LILIUM SPECIOSUM 'RUGOSUM'
15N. ERXTHRONUM 'WHITE DEW DROPPING'
PIERIS 'FORESTII'
3N. SARCOCCOCA HOOKERIANA
2N. ESCALLONIA RUBRA 'CRIMSON SPIRE'
7N. DICEANTIA SPECTABILIS
3N. PERNETTIA MUCRONATA
7N. IRIS FORTISSIMA
9N. EUPHORBIA ROSSIAE

3N. SKIMMIA 'RUBELLA'
3N. MAHONIA AQUIFOLIUM
LONICERA NITIDA
7N. RUSCUS ACULEATUS

15N. STACHYS LANATA
PEROVSKIA 'BLUE SPIRE'
15N. LAVANDULA 'MUNSTEAD'
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3N. MAHONIA AQUIFOLIUM
LONICERA NITIDA
7N. RUSCUS ACULEATUS

OPTERIS CRISTATA
MUS MOLLIS
FRAGRANTISSIMA
BORUS CORSICUS
SCILLA HOOKERIANA
TRILUM JAPONICUM
DETIDISSIMA
A TINUS
CIOSUM 'RUBUM'
HARITY
GRANDIFLORA
PRESTII
LEDO
MACROPHYLLA

VERONICA CER
LYSIMACHIA C
LAVANDULA AI
LYCHNIS FLO
CAMPANULA
17N. CERAETH
VERONICA C
LAVANDULA A
LYTHRUM VIRG
17N. CERAETH
CAMPANULA F
LYCHNIS FLOS
LYTHRUM VIRG
LAVANDULA AI
ACHILLA 'MO

IZN. STACHYS LANATA
IRIG-IZANE PHILIPS
PEROVSKIA 'BLUE SPIRE'
LIATRIS SPICATA

52

