

Dated 29th March 2017

BROADLAND DISTRICT COUNCIL

- and -

**JOHN ERNEST SMITH, RAYMOND SMITH
and ALAN GEORGE HERBERT SMITH**

- and -

STRUMPSHAW PARISH COUNCIL

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

**relating to the development of land between
Norwich Road and Buckenham Road,
Strumpshaw, Norfolk**



Flint Buildings
1 Bedding Lane
Norwich
Norfolk
NR3 1RG
Tel: 01603 762103
Fax: 01603 762104

THIS AGREEMENT is made this 29th day of March 2017
BETWEEN

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU ("Council")
- (2) **JOHN ERNEST SMITH** of Honingham Mill, Colton Road, Honingham, Norwich NR9 5BB and **RAYMOND SMITH** and **ALAN GEORGE HERBERT SMITH** of Herbert Smith House, Quarry Works, 31 Dereham Road, Honingham, Norwich (together "the Owners")
- (3) **STRUMPSHAW PARISH COUNCIL** of Beech Farm, Marsh Road, Upton, Norfolk NR13 6BP ("Parish Council")

RECITALS

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owners are the freehold owners of the Site which is part of the land registered at the Land Registry under title number NK365945.
- 3 The Parish Council is the parish council for the area in which the Site is situated.
- 4 Strumpshaw Neighbourhood Trust ("Trust") is a charity set up to inter alia establish or secure the establishment of a community centre and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such centre for activities promoted by the charity in the furtherance of its objectives.
- 5 The Owners have submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 6 The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PROVISIONS

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Allotments"	the area marked "6-8m x 6m allotments" on the Community Room Plan for identification purposes only
"Application"	the application for planning permission received by the Council on 9 October 2015 for the Development and allocated reference 20151659
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" and "Commence" shall be construed accordingly
"Community Land"	the land shown edged and hatched blue on the Community Room Plan for identification purposes only and which is part of the land registered at the Land Registry under title number NK365945.
"Community Room"	the building marked "hall" on the Community Room Plan

"Community Room Phase 1 Specification"	the specification for the Community Room as set out in the Ninth Schedule or such other specification as is approved by the Council in consultation with the Parish Council
"Community Room Phase 2 Specification"	the specification for the Community Room as set out in the Tenth Schedule or such other specification as is approved by the Council in consultation with the Parish Council
"Community Room Plan"	the plan (Drg. No. 628/16) attached at the Second Schedule
"Community Uses"	use as a community room or village hall together with allotments and other uses beneficial to the local community
"Development"	the development of the Site by the erection of 10 detached dwellings, a new community hall, new allotments and associated parking and new access
"Dwelling"	any dwelling (including a house flat or maisonette) to be constructed on the Site pursuant to the Planning Permission
"Inflation Provision"	the increase (if any) in the Royal Institution of Chartered Surveyors Build Cost Information Service All in tender price Index between the date of this Deed and the date upon which a payment of the Off Site Open Space Contribution is made pursuant to this Deed
"Location Plan"	the plan attached to this Deed at the First Schedule
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or

occupation in relation to security operations and
"Occupy" shall be construed accordingly

"Off Site Open Space Contribution" a financial contribution calculated in accordance with the tables at Part 2 of the Fifth Schedule and subject to the Inflation Provision for the acquisition, layout and maintenance of informal open space in the parish of Strumpshaw in accordance with Policy EN3 (Green Infrastructure) of the Council's Development Management Plan (2015)

"Planning Permission" the planning permission to be granted by the Council pursuant to the Application as set out in draft in the Fourth Schedule

"Site" the land against which this Deed may be enforced shown edged red on the Location Plan for identification purposes only

"Specification Plan" the plan (Drg. No. 628/17) attached at the Third Schedule

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

- 2.5 Unless stated otherwise in this Deed any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and Parish Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and to the extent that it does not contain planning obligations Section 111 of the Local Government Act 1972 and all other enabling powers.
- 3.2 The covenants, restrictions and requirements contained in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and additionally (as regards land transfer) by the Parish Council.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions this Clause and Clauses 8.1, 8.2, 10, 11 and 12 which shall come into effect immediately upon completion of this Deed.

5 THE OWNERS' COVENANTS

- 5.1 With effect from Commencement of the Development (or earlier where the context requires) the Owners covenant with the Council to comply with the obligations restrictions and requirements contained in this Deed.
- 5.2 The Owners covenant and agree with the Council as set out in the Fifth Schedule ~~and the Council~~ and the Owners covenant and agree with the Council and the Parish Council as set out in Part 1 and Part 2 of the Sixth Schedule
- 5.3 The Owners further covenant with the Council that they are the freehold owners of the Site and have full power to enter into this Deed and that the Site is free from mortgages charges or other encumbrances and that there is no person having any interest in the Site other than as notified in writing to the Council's solicitors prior to the date hereof.

HP LLP
AP
PCV
Sen

6 THE PARISH COUNCIL'S COVENANTS

- 6.1 The Parish Council covenants with the Owners and the Council as set out in the Seventh Schedule.

7 THE COUNCIL'S COVENANTS

- 7.1 The Council covenants with the Owners as set out in the Eighth Schedule.

8 MISCELLANEOUS

- 8.1 The Owners shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 except by the Trust.
- 8.3 This Deed shall be registrable as a local land charge by the Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or Parish Council under the terms of

this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

- 8.5 Any notice or written communication to be served or given by one party to any other party under the terms of this Deed shall be deemed to have been properly served or given if delivered by hand or sent by first class post or registered or recorded delivery at:

8.5.1 its address given in this Deed; or

8.5.2 such other address as may be notified in writing from time to time

and the Owners hereby give notice pursuant to clause 8.5.2 above that its address for service of notices is Howes Percival LLP, Flint Buildings, 1 Bedding Lane, Norwich, NR3 1RG (ref: JZC/223729.1).

- 8.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development BUT FOR THE AVOIDANCE OF DOUBT where permission is issued pursuant to an application under section 73 of the Act this Deed shall continue in full force and effect subject to and in accordance with the provisions contained herein AND PROVIDED THAT in the event that upon receipt of an application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations.

- 8.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.10 This Deed will not bind anyone who acquires an interest in any part of the Site for the purpose only of the supply of utility services or owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 8.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.12 The Owners shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising pursuant to this Deed has been performed or observed.
- 8.13 In the event that the Owners dispose of the whole or any part of their interest in the Site or in any part of the Site thereof they shall within twenty eight days of such disposal give written notice of the name and address of their successors in title to the Council together with sufficient details of the part of the Site included in the disposal to allow its identification PROVIDED THAT the obligations in this Clause 8.13 do not apply to the disposal of the whole or part of an interest in any Dwelling.
- 8.14 The Owners agree to give the Council notice in writing no later than 28 days prior to the anticipated Commencement of Development, first Occupation of the Development and the reaching of any other Occupation or completion threshold or trigger relating to the obligations contained in this Deed PROVIDED THAT default in giving the requisite notice shall not prevent Commencement of development occurring or the triggering of obligations contained herein.
- 8.15 The Council shall not be liable to any person under this Deed after that person has parted with all interest in the Site save in respect of any liability arising prior thereto.

WAIVER

No waiver (whether expressed or implied) by any of the parties to this Deed of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the any of the parties to this Deed from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

DISPUTE PROVISIONS

- 10.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 10.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 10.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the

conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

10.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

10.5 Nothing in this clause 10 shall be taken to fetter the ability of the Council to carry out its statutory functions as local planning authority with powers to enforce breaches of planning control arising from any breach of any of the obligations entered into by the Owners in this Deed or any other planning breach in respect of the Site.

11 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

12 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

13 INTEREST AND VAT

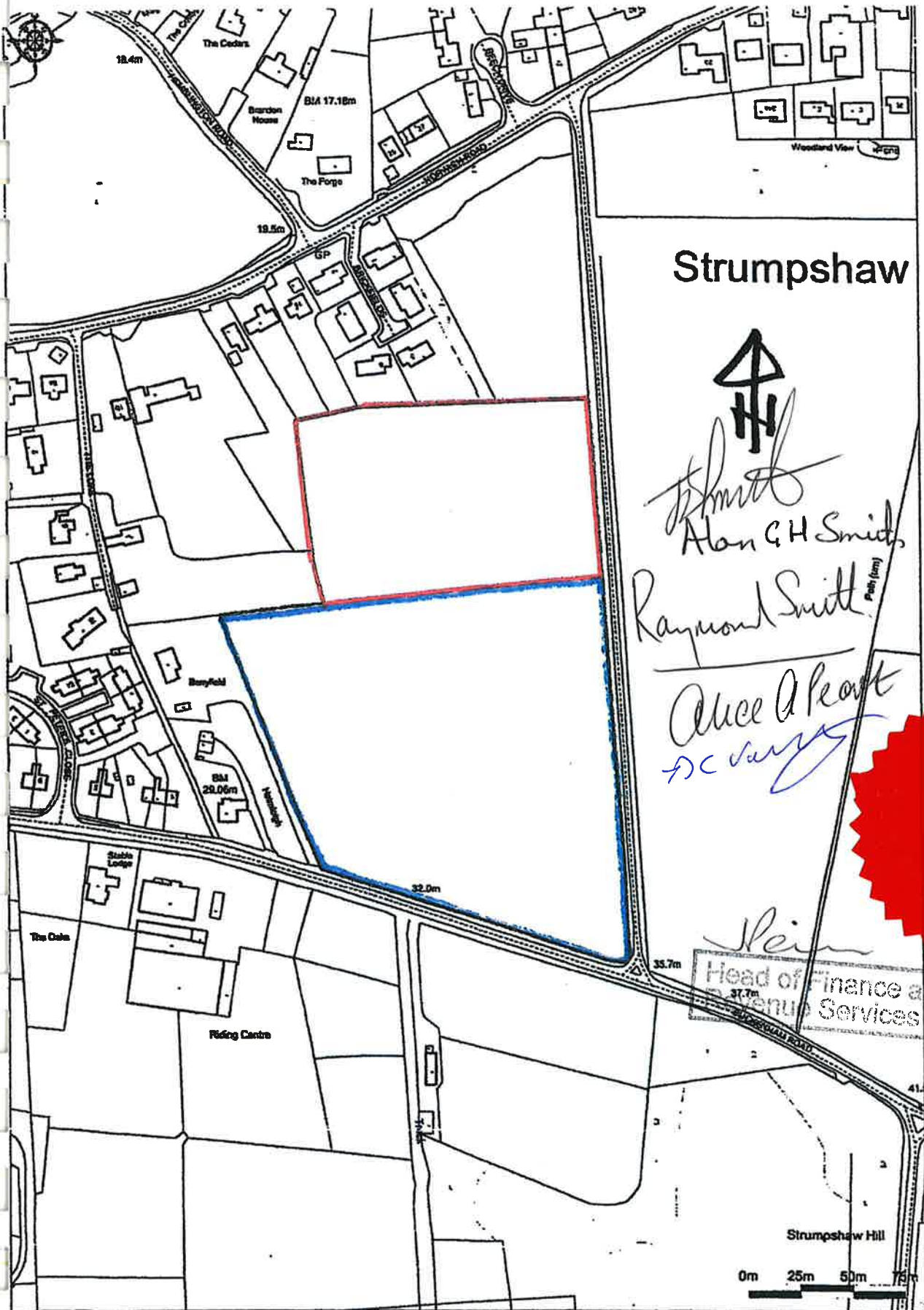
13.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time

13.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid upon provision of a VAT invoice


IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

Location Plan




 Alan G.H. Smith

 Raymond Smith

 Alice A. Peart
 DC


 Head of Finance and Revenue Services

7706



Ordnance Survey

BROADLAND COUNCIL

- 9 OCT 2015

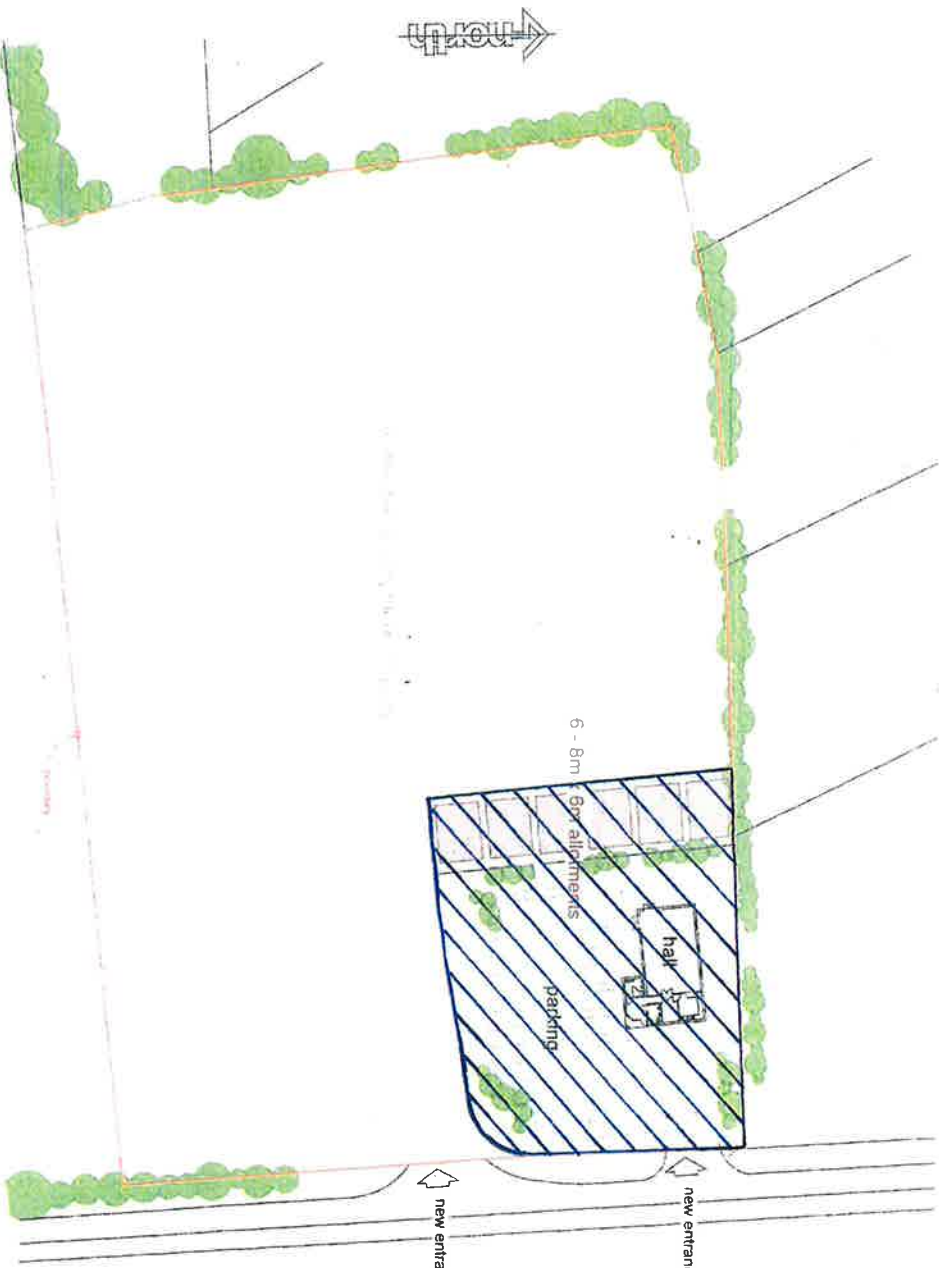
PLANNING CONTROL

20151659

SCALE 1:2500

SECOND SCHEDULE

Community Room Plan



new entrance (hall and allotments only)

new entrance (residential development only)

Alan G H Smith
Raymond Smith
Alan G H Smith

Alan G H Smith

Alan

Head of Finance and
Revenue Services

CHITECTURAL DESIGN
ALAN RAWLINGS
 Stable Cottage
 Bell Inn Yard
 The Street
 Bawdeswell
 Norfolk
 NR20 4RR
 01352 688151
alanarchdesign@btinternet.com

20151650

BROADLAND COUNCIL
 - 9 OCT 2015
 PLANNING CONTROL

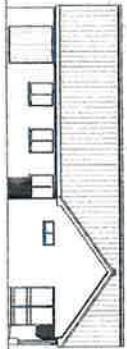
Client
 Strumpshaw Parish Council
 and A. J & R Smith
 Project
 New parish community hall
 and new residential development
 Drawing
 Layout plan
 Date
 08 / 10 / 15
 Dwg no
 628 / 16
 Scale
 1 : 500
 Rev
 @
 A2

THIRD SCHEDULE

Specification Plan

If in doubt ask - do not scale

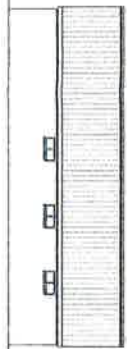
front elevation



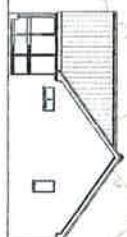
side elevation



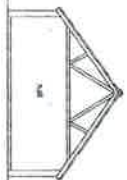
rear elevation



side elevation

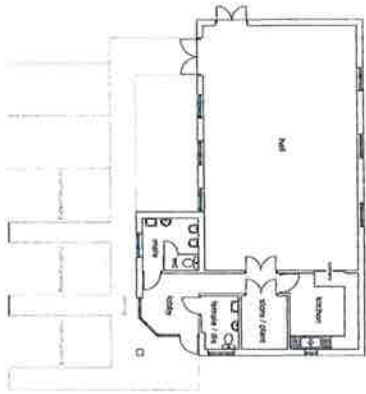


section



external materials:
external walls: brick and render
internal walls: plasterboard
floor: concrete
roof: tiles
windows: timber
doors: timber

floor plan - scale 1 : 100



site plan - scale 1 : 200



2015 1650
Head of Finance and
Revenue Services
Alan Smith

BRIDGEMOUNT COUNCIL
- 0101 265
PLANNING CONTROL

ARCHITECTURAL DESIGN
Alan Smith
01352 888151
alan@architecturaldesign.co.uk

Client	Stumpshaw Parish Council	Project	New parish community hall and new residential development
Drawing	planning	Dwg no	828 / 17
Date	08 / 10 / 15	Scale	1:100 / 1:200 @ A1

Alan Smith
Alan G H Smith
Raymond Smith:
Alan G Peart
p.c. clerk

FOURTH SCHEDULE

Form of Notice of Planning Permission



www.broadland.gov.uk

Application Number
20151659

Mr Alan Rawlings
Stable Cottage
Bell Inn Yard
The Street
Bawdeswell
NR20 4RR

Date Of Decision :

Development : Hybrid Application for 1) Residential Development comprising of 10 Detached Dwellings (Outline) and 2) New Community Hall, Allotments, Associated Parking & New Access (Full)

Location : Land at Mill Road
Strumpshaw

Applicant : A, J & R Smith

Application Type: Planning Application Outline

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 details on the application form and subject to the following **conditions**:-

- 1 The development to which this permission relates with respect to the new community hall, allotments, associated parking and new access must be begun not later than THREE years beginning with the date on which this permission is granted.
- 2 With respect to the new community hall hereby approved development shall not proceed above slab level until details of all external materials (including samples of bricks and tiles to be used in the development) have been submitted to and approved by the Local Planning Authority. The development shall then be constructed in accordance with the approved details.
- 3 Application for approval of the "reserved matters" with respect to the residential dwellings must be made to the Local Planning Authority not later than the expiration of THREE years beginning with the date of this decision.

The development hereby permitted must be begun in accordance with the "reserved matters" as approved not later than the expiration of TWO years from either, the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last such reserved matter to be approved

- 12 (A) Notwithstanding the details indicated on the submitted drawings no works shall commence on site unless otherwise agreed in writing until a detailed scheme for the off-site highway improvement works as indicated on drawing number 151362-CL-01-RevP1 have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.
- (B) Prior to the first occupation of any of the dwellings or first use of the community hall or allotments hereby permitted the off-site highway improvement works referred to in Part A of this condition shall be completed to the written satisfaction of the Local Planning Authority in consultation with the Highway Authority.
- 13 Prior to the first use of the community hall or allotments a visibility splay measuring 2.4 m x 59 m shall be provided to each side of the access where it meets the highway and such splays shall thereafter be maintained at all times free from any obstruction exceeding 0.225 metres above the level of the adjacent highway carriageway.
- 14 Prior to the first use of the community hall or allotments the proposed access / on-site car parking / turning shall be laid out, demarcated, levelled, surfaced and drained in accordance with the approved plan and retained thereafter available for that specific use.
- 15 No works shall commence on site until a scheme for the parking of cycles has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be fully implemented before the development is first occupied or brought into use and thereafter retained for this purpose.
- 16 Prior to the commencement of any works a Construction Traffic Management Plan and Access Route which shall incorporate adequate provision for addressing any abnormal wear and tear to the highway shall be submitted to and approved in writing with the Local Planning Authority in consultation with Norfolk County Council Highway Authority together with proposals to control and manage construction traffic using the 'Construction Traffic Access Route' and to ensure no other local roads are used by construction traffic.
- 17 For the duration of the construction period all traffic associated with the construction of the development will comply with the Construction Traffic Management Plan and use only the Construction Traffic Access Route and no other local roads unless approved in writing with the Local Planning Authority in consultation with the Highway Authority.
- 18 Prior to commencement of development, in accordance with the submitted Drainage Strategy (Rossi Long Consulting report dated December 2015) and subsequent Site Investigation (Rossi Long Consulting Report dated January 2017), detailed designs of a surface water drainage scheme incorporating the following measures shall be submitted to and agreed with the Local Planning Authority in consultation with the Lead Local Flood Authority. The approved scheme will be implemented prior to the first occupation of any of the dwellings hereby permitted or the first use of the community hall or allotments. The scheme shall address the following matters:

other vehicles and pedestrian access and circulation areas;
hard surfacing materials;

Soft landscaping works shall include:

A replacement tree planting scheme as mitigation for the removal of trees as identified in the submitted Arboricultural Implications Assessment (OAS?15-198-AR02) by Oakfield Arboricultural Services dated November 2016. The details shall include species, size, planting position and timetable for carrying out the required replacement planting and details of the proposed maintenance regime to ensure the replacement planting establishes and reaches independence.

plans identifying all proposed planting;
written specifications (including cultivation and other operations associated with plant and grass establishment);
schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate;
implementation programme.

If within a period of FIVE years from the date of planting, any tree or plant or any tree or plant planted in replacement for it, is removed, uprooted or is destroyed or dies, [or becomes in the opinion of the local planning authority, seriously damaged or defective] another tree or plant of the same species and size as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

Any trees or hedges removed without consent shall be replaced during the next available planting season with trees of such size and species as agreed in writing with the Local Planning Authority. All tree works shall be carried out in accordance with BS3998.

- 21 No trees or hedges shall be cut down, uprooted, destroyed or pruned in any matter (be it branches, stems or roots), other than in accordance with the approved plans or particulars, without the prior written approval of the Local Planning Authority.

Any trees or hedges removed without consent shall be replaced during the next available planting season with trees of such size and species as agreed in writing with the Local Planning Authority. All tree works shall be carried out in accordance with BS3998.

- 22 Prior to the commencement of any works with respect to the dwellings, community hall or allotments details of energy efficient design and the construction of on-site equipment to secure at least 10% of the development's energy from decentralised and renewable or low-carbon sources shall be submitted to and approved by the Local Planning Authority. The details as approved shall be completed prior to the first occupation of any of the dwellings, community hall or use of the allotments hereby permitted and thereafter shall be maintained.

- 13 In the interests of highway safety in accordance with Policy TS3 of the Development Management DPD 2015.
- 14 To ensure the permanent availability of the parking/manoeuvring area, in the interests of highway safety in accordance with Policy TS3 of the Development Management DPD 2015.
- 15 To ensure the provision of adequate cycle parking that meets the needs of occupiers of the proposed development and in the interests of encouraging the use of sustainable modes of transport in accordance with Policy TS4 of the Development Management DPD 2015.
- 16 In the interests of maintaining highway efficiency and safety in accordance with policies TS3 and TS4 of the Development Management DPD 2015.
- 17 In the interests of maintaining highway efficiency and safety in accordance with policies TS3 and TS4 of the Development Management DPD 2015.
- 18 To prevent flooding in accordance with National Planning Policy Framework paragraph 103 and 109 by ensure the satisfactory management of local sources of flooding surface water flow paths, storage and disposal of surface water from the site in a range of rainfall events and ensuring the surface water drainage system operates as designed for the lifetime of the development and in accordance with Policy CSU5 (Surface Water Drainage) of the Development Management DPD (2015).
- 19 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GC4, EN1, EN2 and EN3 of the Development Management DPD 2015.
- 20 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GC4, EN1, EN2 and EN3 of the Development Management DPD 2015.
- 21 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GC4, EN1, EN2 and EN3 of the Development Management DPD 2015.
- 22 To ensure the development complies with the energy performance requirements of Policy 1 of the Joint Core Strategy.
- 23 To enable individual commencement dates so that CIL exemptions for Self-Build properties on a plot by plot basis can be applied for.

Plans and Documents:-

Amended Dwg No OAS_15_198_TS02 Tree Protection Plan received 04 November 2016
 Amended Arboricultural Implications Assessment received 04 November 2016
 Additional Pre-Determination Questionnaire & Initial Risk Assessment received 26 January 2016
 Design & Access Statement received 09 October 2015
 Location Plan received 09 October 2015
 Block Plan received 09 October 2015

Information relating to appeals against the decision of the Local Planning Authority.

If you are aggrieved by this decision to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

Any appeal must be made within **6 months** of the date of this notice unless the proposed development is for minor commercial development (shop fronts and similar) in which case any appeal must be made within **12 weeks** of the date of this notice.

However if an enforcement notice has been served for the same or substantially the same development within the period of two years before this application was made, or subsequently, then the period within which an appeal can be lodged is reduced to **28 days** from the date of this decision or 28 days from the serving of the enforcement notice, whichever is the later.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN, Tel: 0303 444 00 00 or via the Planning Portal at <https://www.gov.uk/appeal-planning-inspectorate>

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

FIFTH SCHEDULE

Part 1

The Owners covenants with the Council relating to the payment of the Off Site Open Space Contribution

1. The Owners covenant with the Council not to Occupy or permit the Occupation of any Dwelling comprised in the Development unless and until the Off Site Open Space Contribution (inclusive of any Inflation Provision) has been paid to the Council

Part 2

Off Site Open Space Contributions Table

Property	Land Purchase	Equipping	Maintenance	Total
1 bed	£600	£429	£253	£1,282
2 bed	£800	£572	£338	£1,710
3 bed	£1,000	£715	£422	£2,137
4 bed	£1,200	£858	£506	£2,564
5 + bed	£1,400	£1,001	£591	£2,992

SIXTH SCHEDULE

The Owners' Covenants with the Council and Parish Council

Part One

The Owners hereby covenant with the Council and the Parish Council as follows:

1. To offer to transfer all of their freehold title in the Community Land to the Parish Council within one month following the grant of Planning Permission for the Community Room and for ten dwellings on the Site.
2. If the Parish Council accepts the offer to transfer the Community Land pursuant to paragraph 1 of this Sixth Schedule Part One within one month of it being made the Owners shall use reasonable endeavours to complete such a transfer within three months of the acceptance of the offer and such a transfer shall be in accordance with the provisions of Part Two to this Sixth Schedule.
3. Prior to the first Occupation of the first Dwelling the Owners shall provide the Community Land with water, sewage and electricity services to the boundary of the Community Land in a position to be approved by the Parish Council (such approval not to be unreasonably withheld or delayed).
4. Immediately upon the first Occupation of the fifth Dwelling on the Site the Owners shall commence construction of the Community Room.
5. Within nine months of the first Occupation of the fifth dwelling on the Site the Owners shall complete construction of the Community Room in accordance with the Community Room Phase 1 Specification and the Planning Permission.
6. The Owners will not sell, let or part with possession of the ninth or tenth Dwellings on the Site without first having completed the construction of the Community Room in accordance with the Community Room Phase 1 Specification and the Planning Permission.

Part Two

It is hereby further agreed between the Owners, the Council and the Parish Council as follows:

1. That the transfer of the Community Land to the Parish Council shall be with vacant possession and shall require no payment by the Parish Council.
2. That the transfer deed for the transfer of the Community Land from the Owners to the Parish Council shall be prepared by the Owners.
3. That the transfer deed shall contain:
 - a. a grant by the Owners to the Parish Council of all rights of access and passage of services and all other rights reasonably necessary for the beneficial use and enjoyment of the Community Land;
 - b. a reservation of all rights of access, maintenance and passage of services and rights of entry reasonably necessary for the purpose of the Development;
 - c. a reservation of all rights of access, entry and otherwise necessary for the Owners to enable it to comply with its obligations set out in this Deed;
 - d. such other covenants and reservations as the Owners may reasonably require including but not limited to the preservation of the appearance of the Development once it is completed;
 - e. a covenant by the Parish Council to permit the Community Land to be utilised solely for Community Uses;
 - f. a covenant by the Parish Council and their successors in title to maintain the Community Land for the purposes of the Community Uses in perpetuity.

SEVENTH SCHEDULE

The Parish Council Covenants with the Owners and the Council

The Parish Council covenants with the Owners and the Council:

- 1 The Parish Council shall accept the transfer of the Community Land made by the Owners pursuant to paragraph 1 of Part 1 of the Sixth Schedule.
- 2 Upon transfer of the Community Land to the Parish Council pursuant to paragraphs 1 and 2 of Part One of the Sixth Schedule the Parish Council shall (unless otherwise agreed with the Owners and the Council) within 12 months of the transfer:
 - a. provide a post and wire fence with a suitable gate at least 120 cm high with chicken wire buried at least 30cm underground and 100cm high around the perimeter of the Allotments;
 - b. upon construction of the Community Room to provide the Allotments with access to water from a mains and header tank in conjunction with the rainwater harvesting system from the Community Room.
- 3 Following the completion of the obligations of the Owners set out in paragraph 5 of Part One of the Sixth Schedule and the transfer of the Community Land to the Parish Council (unless an earlier time is agreed with the Owners in writing) the Parish Council (either itself or through the actions of the Trust) shall carry out works to the Community Room in accordance with the Community Room Phase 2 Specification and the Planning Permission PROVIDED THAT neither the Parish Council nor the Trust shall be under an obligation to carry out any works that require planning permission and are not authorised by the Planning Permission.
- 4 At the written request of the Owners the Parish Council shall provide written confirmation of the discharge of the obligations contained in paragraph 5 of Part One of the Sixth Schedule.
- 5 To spend the Community Infrastructure Levy money arising from the Development and received by the Parish Council on such highway infrastructure works as are reasonably required for the carrying out of the Development PROVIDED THAT:

- (a) the Parish Council has the legal power to spend the Community Infrastructure Levy money on such works; and
- (b) if the relevant Community Infrastructure Levy money received by the Parish Council exceeds the lawful cost of those highway infrastructure works the Parish Council is free to spend the surplus as the Parish Council thinks fit.

EIGHTH SCHEDULE

The Council's Covenants with the Owners

The Council covenants with the Owners:

- 1 At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 2 To use any sums paid to it under this Deed for the purpose for which they were paid.
3. Any balance of the Off Site Open Space Contribution paid to the Council under this Deed that is outstanding and not committed for payment within 5 years after final Occupation of the Development must be repaid to the person who paid it.

NINTH SCHEDULE

Community Room Phase 1 Specification

Foundations	Trench type foundations to a minimum depth of 1000mm below the existing ground level – 850mm deep concrete x 600mm wide
Foul drainage below ground	OSMA (or similar approved, to BS 4514) 100mm PVC-U drains. Any drains below floors to be encased in minimum 150mm concrete surround and where outside the building to be bedded in or surrounded in 150mm pea shingle
External walls	112mm brickwork (type and colour to be agreed between the Owners and the Parish Council) with 150mm cavity, stainless steel wall ties at maximum 450mm vertical – 750 horizontal staggered centres, 100mm thermal quality block work above ground level, 100mm trench block work below ground. Cavities filled to within 150mm of damp proof course with weak mix concrete
Drainage lintels	RMC Readyspan (or similar approved) precast concrete lintels built to all masonry walls where new drainage pipes pass through with minimum 150mm end bearings and Foamseal2000 (anti rodent) foam set around pipes to seal wall openings where pipes pass through
Bottom cavity fill	Bottom of all cavities filled with lean mix concrete to within 150mm of damp proof course
Wall insulation	150mm full cavity Crown Dritherm 37 (or similar approved by the Parish Council) mineral wool insulation batts. Insulation to be taken down to a level to line through with the insulation within the ground floor slab
Floor slab	100mm concrete oversite slab on 1200g polythene damp proof membrane on sand blinded, well consolidated, 100mm built up

	or layered hardcore fill
Damp proof course	Poly damp proof courses built in to both external cavity wall skins, minimum 150mm above any finished ground level
Cavity closers	Build in new windows and doors in position shown on the Specification Plan with RMC Thermabate (or similar approved by the Parish Council) cavity wall closers to cills and vertical jambs with minimum 30mm insulation overlap to frames
Lintels	Catnic (or similar approved by the Parish Council) steel lintels built in over all external wall openings with minimum 150mm end bearings to comply with BS 4940
Windows / external doors	Build in UPVC windows and doors to a specification and colour to be agreed with the Parish Council with double glazed / sealed units with Pilkington E thermal quality glass (giving the required 1.6 U value) and draught seals to all casements. Double doors on south elevation at western end of building to be solid escape door with appropriate door furniture
Safety glass	All glazing in doors and windows to be of a safety standard appropriate for a public building
Obscure glazing	Glazing to toilets to be in obscure glass with all other glass in the Community Room to be clear
Internal block work lintels	Catnic (or similar approved by the Parish Council) steel lintels built in over internal wall openings with minimum 150mm end bearings to comply with BS 4940
Wall plates	100mm x 75mm tanalised soft wood wall plates to inner skin of external load bearing walls, strapped down with 50mm wide galvanised mild steel restraint ties screw fixed to block work – minimum 600mm long

	and maximum 900mm centres
Roof structures	Form the new roof in trussed rafters. All trussed rafters, barge ladders and all diagonal bracings are to be fixed in strict accordance with the manufacturer's instructions (conditional approval under building regulations with details and calculations to be submitted to the Parish Council for approval once available)
Roof finish	Concrete tiles, type and colour to be agreed on 50mm x 25mm pressure treated soft wood tile battens on Tyvek (or similar approved by the Parish Council) breathable membrane. Ridge and valley tiles to be set in s/c mortar beds
Lead valley gutter flashings	All to BS 1178 – Code 5 with lead valley gutters formed to the roof junctions. All lead work on minimum 25mm external quality plywood boarding with minimum 150mm laps
Fascias / rainwater goods	UPVC fascias, guttering and down pipes to agreed colour to be fixed in positions shown on the Specification Plan
Surface water drainage	OSMA (or similar approved to BS 4514) 100mm PVC-U drains as shown on plan. All surface water drains laid to a minimum of 1 in 100 falls and connected to new soakaways a minimum of 7 metres from any buildings
External works – car park	Cleared ground with well consolidated hoggins / hardcore to form stable (permeable) parking areas and access drive to areas shown on Specification Plan
Foul Water Drains and Water and Electricity Supplies	Supplies of sufficient capacity for hall to be brought into agreed positions in new building
Rainwater harvesting	A rainwater harvesting system to be provided to supply the Allotments

TENTH SCHEDULE

Community Room Phase 2 Specification

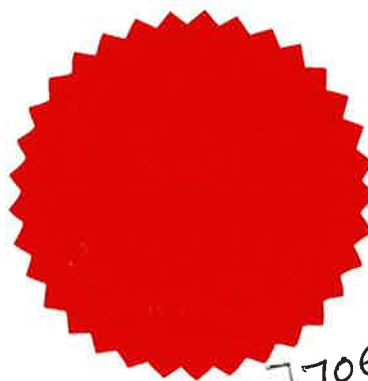
	Note that where a proprietary product is specified in this Schedule and that product becomes unavailable, then (subject to the approval of the parish Council) a suitable alternative product may be used provided that the alternative product meets equivalent quality and performance standards
Floor	150mm Celotex insulation with 70mm cement / sand screed finish to all areas
Walls and ceilings	Walls to be dry lined with 12mm plasterboard and skim coat. Ceilings to be 12mm plasterboard and skim coat with 300mm fibreglass insulation above
Internal doors	[To be selected]
Heating	Underfloor heating zoned to all areas except store room. Heat supplied by an air source heat pump which will also supply hot water for WC's and kitchen via tank in store room
Electrics	Provide lighting points and fittings in all areas plus adequate number of wall sockets. Main supply to be supplemented by voltaic panels on south elevation roof area of hall.
Toilets	Full disabled facilities to be provided in ladies WC and 2 urinals and WC closet in gentlemen's. All with hand basins etc.
Kitchen	Provision of work tops, cupboards, microwave oven and fridge
Floor finishes	Main hall and lobby to be Vusta lvp flooring, Kitchen and toilets to be Altro Walkway safety flooring

THE COMMON SEAL of)

BROADLAND DISTRICT)

COUNCIL was hereunto affixed)

to this Deed in the presence of:)



7706

A handwritten signature in black ink, appearing to read 'H. P.', positioned above the official stamp.

Head of Finance and
Revenue Services

Officer of the relevant service

SIGNED AND DELIVERED by the said)

JOHN ERNEST SMITH as his)

Deed in the presence of:)

A large, stylized handwritten signature in black ink, likely belonging to John Ernest Smith, positioned to the right of the signature line.

A handwritten signature in black ink, appearing to read 'Sally Lloyd', positioned above the dotted line.
.....

Signature of Witness

Name of Witness SALLY LLOYD

Address of Witness 19 MOORFIELD ROAD
MATTSMALL
DERHAM
NR20 3NZ.

SIGNED AND DELIVERED by the said

RAYMOND SMITH as his

Deed in the presence of:

) Raymond Smith:
)
)

Sally Lloyd
.....

Signature of Witness

Name of Witness SALLY LLOYD

Address of Witness 19 MOORFIELD ROAD
MATTISHALL
DERBYHAM
NR20 3NZ

SIGNED AND DELIVERED by the said

ALAN GEORGE HERBERT SMITH as his

Deed in the presence of:

)
) Alan GH Smith
)

Sally Lloyd
.....

Signature of Witness SALLY LLOYD

Name of Witness

Address of Witness 19 MOORFIELD ROAD
MATTISHALL
DERBYHAM
NR20 3NZ

Signed as a deed and delivered at
the date hereof by two members of
Strumpshaw Parish Council acting
under section 14(3) of the Local Government
Act 1972

Alice A Peart

DC Vandy