

THIS PLANNING OBLIGATION is made the *Twenty-fifth* day of *March* One Thousand Nine Hundred and Ninety-Three BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of Norfolk (hereinafter called "the Council") of the first part BEAZER HOMES (ANGLIA) LIMITED whose Registered Office is situate at Beazer House Lower Bristol Road Bath Avon BA2 3EY (hereinafter called "the Owner") of the second part and BRUNDALL PARISH COUNCIL (hereinafter called "the Parish Council") of the third part WHEREAS:-

- (1) The obligations imposed by this Deed are planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
- (2) The Council is the Local Planning Authority by whom these obligations are enforceable
- (3) The Owner is seised in fee simple absolute in possession of the land shown for identification purposes only edged red on the Plan annexed hereto situate and known as "The Piggeries" The Street Brundall in the said County of Norfolk (hereinafter called "the Land") subject to the matters contained or referred to in the title deduced to the Council but otherwise free from incumbrances
- (4) The Owner applied to the Council under reference number 91.1482 for planning permission for the development of the Land by the erection of 43 dwellings and 38 unit sheltered housing scheme (including 1 number warden's accommodation) (hereinafter called "the Development")



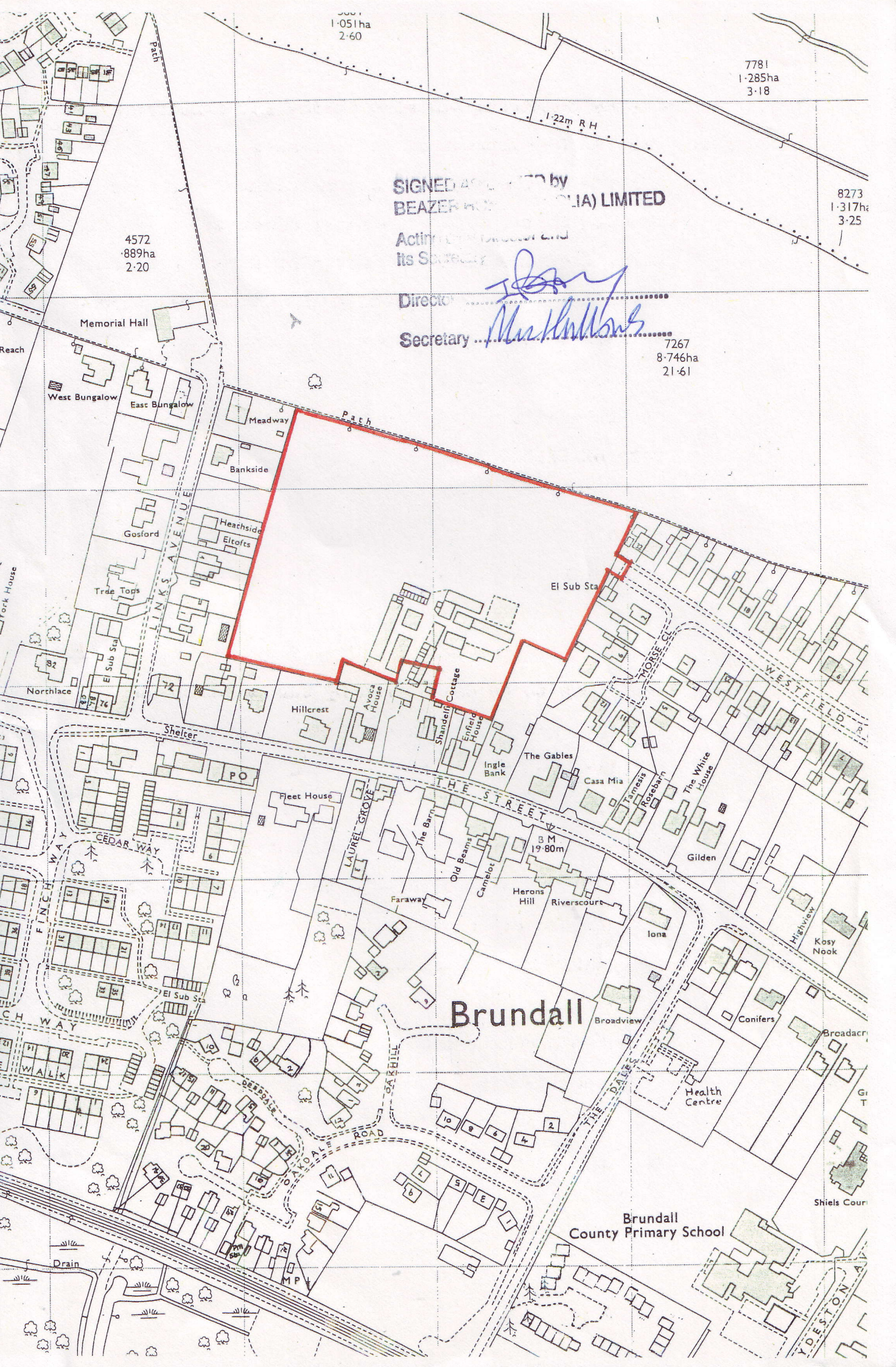
(5) To meet the Council's planning policy for children's play standards for the Development it is necessary to:-

(i) provide in the position shown coloured green on drawing Number P/424/09A annexed hereto (or in such other position as may be mutually agreed between the Council and the Owner) and equip to the reasonable satisfaction of the Council in consultation with the Parish Council the capital cost of the equipment to be provided by the Owner to be calculated at the rate of £117.50p as at 1st April 1992 per child bedspace on the Development plus inflation calculated in accordance with the formula relating to additional Maintenance Sum set out in the Schedule hereto a play area of the size shown on drawing number P/424/09A ("the Play Space"). Child bedspaces to be calculated by subtracting one bedroom from the total number of bedrooms in all dwellings with more than one bedroom (except those specifically designed for and occupied by elderly persons or covered by an agreement to such [herein referred to as "sheltered accommodation"])). All rooms which are shown as bedrooms or could reasonably be used as such are to be counted

(ii) pay:-

- (a) the associated maintenance costs in respect of such facilities for ten years (hereinafter referred to as "Maintenance Sum";
- (b) an inflation allowance;





1-051ha  
2-60

7781  
1-285ha  
3-18

8273  
1-317ha  
3-25

SIGNED AND STAMPED by  
BEAZER HAYES & CO (A) LIMITED

Acting Director and  
its Secretary

Director

Secretary

7267  
8-746ha  
21-61

4572  
-889ha  
2-20

Brundall

Brundall  
County Primary School



# KEY TO HOUSE TYPES

| REF | HOUSE TYPE   | UNIT NO'S                             | NO OF UNITS | DRAWING NO.      |
|-----|--------------|---------------------------------------|-------------|------------------|
| A   | ALDERLEY     | 34, 38.                               | 2           | 041/E/B/T/LJ     |
| AS  | ASHTED       | 26, 28, 29, 35, 37, 39.               | 6           | 4/028/1278/1/1S  |
| BR  | BROMLEY      | 8, 9, 11, 12, 14, 15, 17, 18, 20, 21. | 10          | 623/25D          |
| C   | CHELSEA PLUS | 2, 3, 16, 19, 31, 41, 42.             | 7           | 3/017/897/4/1I   |
| E   | ESSEX        | 43.                                   | 1           | /017/897/1/1H    |
| H   | HANOVER      | 1, 27.                                | 2           | 4/033/1393/2/20D |
| HA  | HARLSTON     | 22, 25, 40.                           | 3           | 4/037/1311/1/1M  |
| N   | NORWICH      | 23, 24, 32, 33.                       | 4           | 3/026/987/1/1N   |
| K   | KENT         | 30, 36.                               | 2           | 3/020/1100/1/1S  |
| S   | STRAND       | 4, 5, 6, 7, 10, 13.                   | 6           | 623/28F          |
|     | TOTAL        |                                       | 43          |                  |

ATTACHED GARAGE 2756:SB

## NO OF BEDS/UNITS

| NO OF BEDS | NO OF UNITS | HOUSE TYPES                          |
|------------|-------------|--------------------------------------|
| 2          | 12          | ALDERLEY, BROMLEY                    |
| 3          | 18          | CHELSEA PLUS, ESSEX, NORWICH, STRAND |
| 4          | 13          | ASHTED, HARLSTON, HANOVER, KENT      |

## KEY TO SHELTERED HOUSING

| TYPE                 | NO. |
|----------------------|-----|
| 1 BED 1 PERSON       | 24  |
| 1 BED 2 PERSON       | 13  |
| 3 BED WARDEN'S HOUSE | 1   |
|                      | 38  |

## HARD LANDSCAPE FINISHES (HOUSING)

Adoptable Roads: Bitmac  
Public Footpaths: Bitmac

Shared Private Drives: Bitmac with White Spar Chippings  
Access Drives: Bitmac with White Spar Chippings 3m wide

Unadopted Parking: Bitmac with White Spar Chippings

Private Footpaths: 900 mm wide paving slab path from highway to front door  
: 750 mm wide paving slab path to other areas  
: 150 mm gravel strip to sides(s) of slab when adjacent to any wall/fence.

## HARD LANDSCAPE FINISHES (SHELTERED HOUSING)

Access Road: Red Tarmac

Parking Areas: Red Tarmac

Footpaths: 900 mm wide paving slabs  
: 150 mm gravel strip to side of slab when adjacent to any wall/fence.

## SCREEN WALLS AND FENCING

— Solid line denotes 1650 mm high brickwork to match properties. Unless otherwise stated in layout plan.  
- - - Dotted line denotes 1650 mm high larch lap fencing.  
- - - Double dashed line with dot denotes 450 mm high post + rail fencing.  
- - - Dashed line denotes 1650 mm high vertical plank fencing.  
- - - Dashed line with 2 dots denotes tanabrun chevron boarding constructed from 100 x 25 mm treated s.w. with 25 mm gaps, 1650 mm high.  
- - - Double dash, double dot denotes 900 mm high palisade fence.  
- - - Dot dash denotes 900 mm high larch lap fencing.

## OTHER SYMBOLS

Possible garage space

## PLANTING

Existing Trees  
 Existing Hedges  
 New Tree  
 New Hedge  
 Shrubby

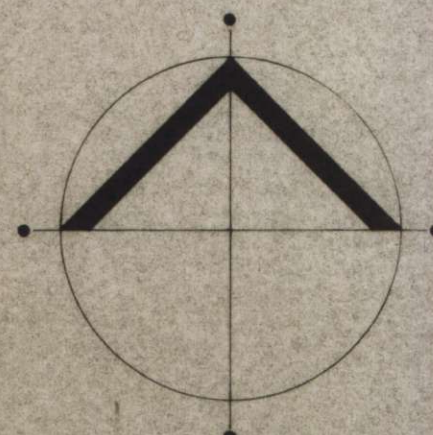
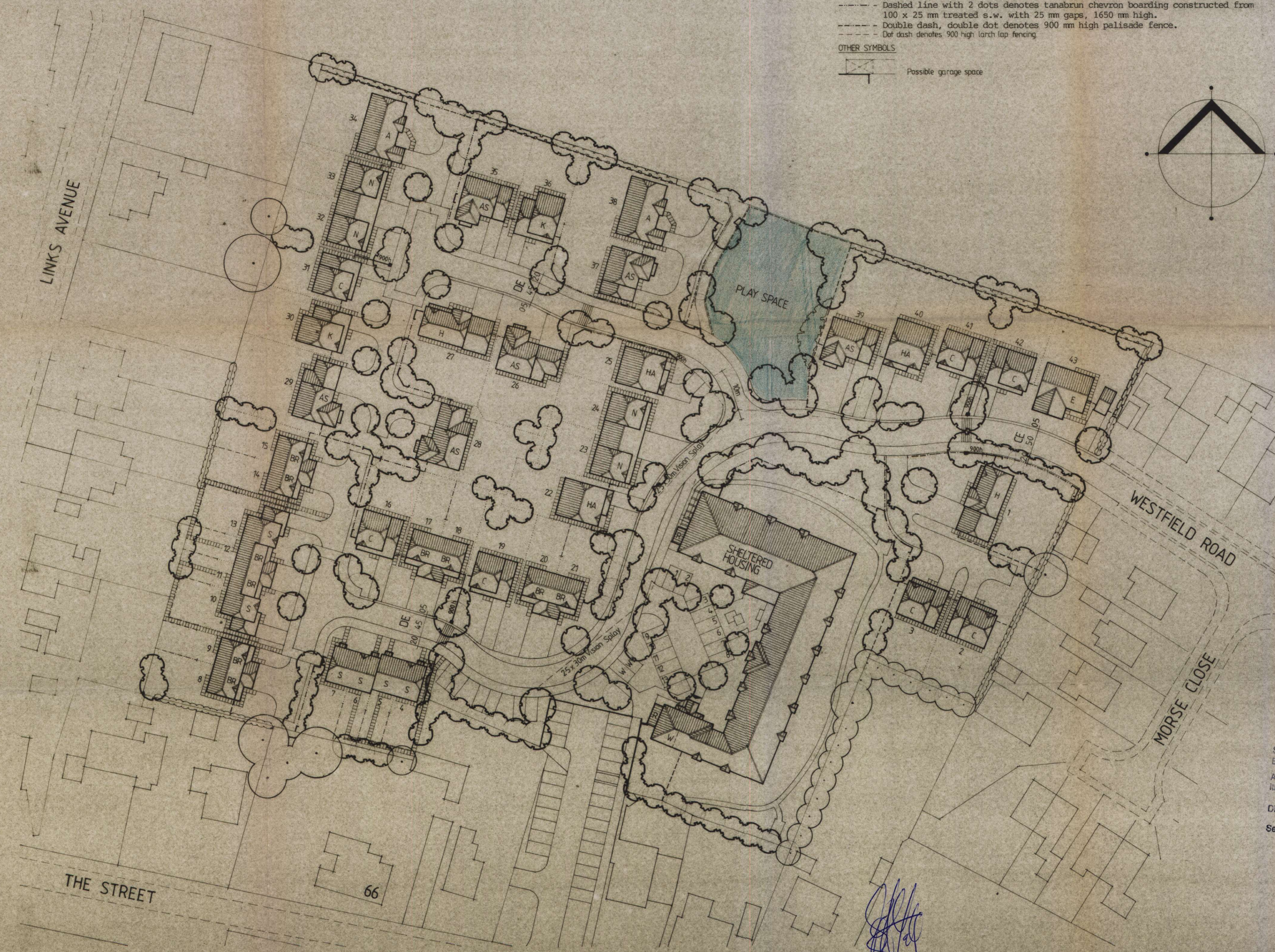
## KEY

MAIN ENTRANCE  
 WARDEN  
 WARDEN VISITOR  
 REFUSE ENCLOSURE  
 REFUSE COLLECTION

**NOTES**  
This drawing and design is for use solely in connection with project described below.  
This drawing and design is copyright of Grantham Parsons and Nolan (Eastern) Ltd and must not be re-issued, loaned or copied without written consent.  
All dimensions/setting out to be checked on site by contractor before construction proceeds.  
Use written dimensions only, do not scale.  
This drawing to be read in conjunction with all construction status information relevant to the project.  
Any apparent discrepancy to be brought to the attention of Grantham Parsons and Nolan (Eastern) Ltd.  
**DRAWING STATUS**  
P - Preliminary C - Construction  
T - Tender R - Record

Proposals subject to the following:

Contract  
Survey  
Detail Design  
Local Authority Approval  
Statutory Authority Requirements  
Public Utility Requirements



SIGNED AS A DEED by  
BEAZER HOMES (ANGLIA) LIMITED  
Acting by a Director and  
his Secretary  
Director   
Secretary

A 26-11-91 SEE LETTER TO B.D.C. 26/11/91  
CHIMNEYS REMOVED FROM ASHTEADS  
KENT REPLACES RICHMOND  
CHALFONT REPLACES CHISWICK SM

rev date amendments by

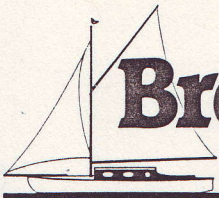
client  
BEAZER HOMES (ANGLIA) LTD  
job  
WESTFIELD ROAD, BRUNDALL  
drawing  
LAYOUT / SITE PLAN.

drawn SAM chkd. DRG. No.  
date AUG 91 date P/424/09A  
scale 1:500

ARCHITECTS  
PROJECT MANAGERS  
CIVIL STRUCTURAL ENGINEERS

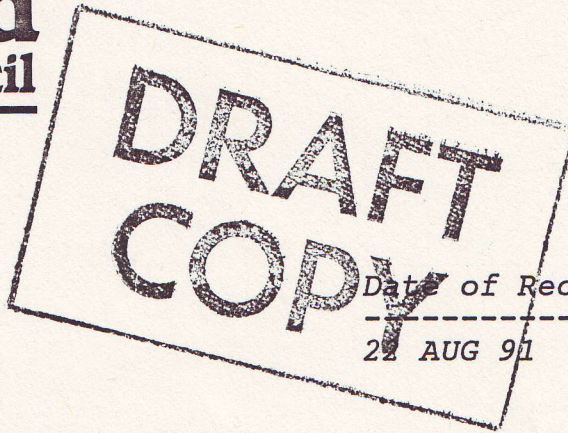
Grantham Parsons and Nolan (Eastern) Ltd.  
The White House  
George Hill  
Old Catton  
Norwich NR6 7DE  
Telephone: (0603) 789372 Fax: (0603) 789420





# Broadland District Council

## PLANNING PERMISSION



Agent Name

GRANTHAM PARSONS AND NOLAN  
THE WHITE HOUSE  
GEORGE HILL  
OLD CATTON  
NORWICH NR6 7DE

Date of Receipt

22 AUG 91

Applicant's Name

BEAZER HOMES (ANGLIA) LTD  
THE GRANGE  
62 SPIXWORTH ROAD  
OLD CATTON  
NORWICH

Application No.

911482

Date

20 JAN 93

Description and Location of Development

43 DWELLINGS, 37 SHELTERED UNITS AND 1 WARDENS  
ACCOMMODATION

AT:- THE PIGGERIES, THE STREET, BRUNDALL.

TOWN AND COUNTRY PLANNING ACT 1990

### PERMISSION FOR DEVELOPMENT

Broadland District Council in pursuance of powers under the  
above-mentioned Act hereby permit

43 DWELLINGS, 37 SHELTERED UNITS AND 1 WARDENS  
ACCOMMODATION

AT:- THE PIGGERIES, THE STREET, BRUNDALL.

in accordance and subject to the following conditions:

1. The development hereby permitted shall be begun not later than 5 years from the date of this planning permission.
2. The development hereby permitted shall not be carried out otherwise than in accordance with the submitted plans as amended



by agents drawings (numbers P424/09A, 3/020/1100/1/15, 17/897/1/1H) received on 26 and 27 November 1991 and an amended application, site plan and Section 27 Certificate received 7 October 1991.

3. No dwellings shall be occupied until such time as a road and footway have been constructed from the dwelling to the adjoining county road to a standard to be agreed in writing with the Local Planning Authority.

4. No work shall be carried out on roads, footways, foul and surface water sewers otherwise than in accordance with the specifications of the Local Planning Authority.

5. The landscaping scheme, including surfacing and boundary treatments as submitted and approved shall be carried out in so far as it affects individual plots before the dwellings on those plots are first occupied unless otherwise agreed in writing by the Local Planning Authority.

6. Any tree or shrub which dies within five years of the planting of the first tree or shrub shown in that position on the approved landscaping scheme shall be replaced to the satisfaction of the Local Planning Authority.

7. Full details of all external materials to be used in the development shall be submitted to and approved in writing by the Local Planning Authority before the development is commenced.

8. Prior to the occupancy of any residential unit on the site unless otherwise agreed in writing with the Local Planning Authority, the footpaths connections to the Street and to the north of the site, shall be constructed to the satisfaction of the Local Planning Authority.

NOTE: INFORMATION REGARDING BUILDING REGULATIONS (SEE BELOW).

The reasons for the imposition of the conditions specified herein are :-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act, 1990.

2. To ensure the permission relates to the application, as amended.

3. In the interests of highway safety.

4. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.

5. To ensure the satisfactory development of the site.

6. To ensure the satisfactory development of the site.



7. To ensure the satisfactory development of the site.

8. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.

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### INFORMATION REGARDING BUILDING REGULATIONS

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IF THE ABOVE-MENTIONED 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 THIS DIRECTORATE.

.....  
Assistant Chief Executive and Solicitor to the Council  
Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU.



all such sums to be calculated in accordance with the Schedule hereto (hereinafter together called "the Play Space Sum")

(6) The Owner has freely and voluntarily offered to transfer the Play Space and to pay the Play Space Sum at the direction of the Council to the Parish Council

(7) The Parish Council is willing to accept the Play Space Sum offered and the Council has agreed in principle to grant planning permission for the Development subject (inter alia) to the Owner entering into a planning obligation on the terms and conditions hereinafter appearing

(8) The Council the Parish Council and the Owner have agreed subject to planning permission being granted in consequence of the aforesaid application in the terms of the annexed draft planning consent to enter into this planning obligation pursuant to the said Section 106 as amended

NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of application number 91.1482 in the terms of the annexed draft planning consent and pursuant to the said Section 106 as amended

(a) the Owner hereby COVENANTS with the Council to complete the laying out of the Play Space and pay to the Parish Council the Play Space Sum prior to the occupation of fifty per cent of the properties (excluding sheltered accommodation) permitted on the Development to satisfy the Council's policy for children's play; and

(b) the Owner and the Parish Council mutually covenant that



immediately upon the Owner having complied with its obligations under sub-clause (a) of this clause the Owner will transfer for the sum of One Pound and the Parish Council will accept a transfer of the Play Space such transfer to contain such rights easements exceptions reservations agreements declarations covenants and other matters as the Owner and the Parish Council may agree as being reasonably necessary for the full and proper enjoyment of the Play Space by the Parish Council and for the protection and full and proper implementation of the Development by the Owner or in default of agreement as may be settled by conveyancing Counsel of at least ten years call to the bar such Counsel to have regard to the purpose and intent of this Planning Obligation and to act as an expert and not as an arbitrator and to be appointed in default of agreement between the Owner and the Parish Council by or on behalf of the Chairman for the time being of the Bar Council on the application of the Owner or the Parish Council made following the failure of the other of them to agree within twenty-one days the Counsel nominated in writing by the party making the application. The fees of Counsel for settling the form of transfer shall be borne as he may direct

2. THE Council undertakes with the Owner that upon execution hereof and upon the Owner undertaking as herein contained it will issue to the Owner the planning permission sought under application number 91.1482 in the terms of the annexed draft planning consent

3. THE Parish Council undertakes with the Owner that the Play Space Sum shall be applied for the maintenance of the



Play Space and for no other purpose whatsoever without the previous consent of the Owner

4. FOR the avoidance of doubt it is hereby agreed that this planning obligation in no way confers any planning permission or other rights other than those herein specified

5. THE expressions "the Council" "the Parish Council" and "the Owner" shall where the context so admits include their respective successors in title and assigns

6. THIS document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed the Owner has executed this document as a deed and two Members of the Parish Council have set their hands and seals in pursuance of Section 14(3) of the Local Government Act 1972 the day and year first before written

#### THE SCHEDULE

##### Maintenance Sum

A sum to be calculated by the proper officer of the Council to provide an equivalent of £12 per annum as at 1st April 1992 per child bedspace on the Development multiplied by 10 years

##### Inflation Allowance

By way of additional Maintenance Sum a sum bearing the same proportion to the Maintenance Sum as shall be borne by any increase in the Index of Retail Prices during the month and year of payment of the Play Space Sum to the figure shown therein for the month of April 1992

##### PROVIDED THAT

- (i) In this Planning Obligation Index of Retail Prices



shall mean the Index of Retail Prices published by H.M. Stationery Office or any official publications substituted therefor

(ii) In the event of any change after the date hereof in the reference base used to compile the said Index the figure taken to be shown in the said Index after such change shall be the figure which would have been shown in the said Index if the reference base current at the date of execution hereof had been retained

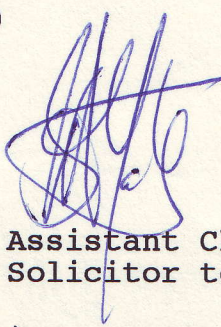
(iii) In the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the said Index or for any other reason whatsoever to calculate the Inflation Allowance by reference to the said Index or if any dispute or question whatsoever shall arise between the parties hereto with respect to the amount of the Inflation Allowance or with respect to the construction or effect of this clause the determination of the Inflation Allowance or other matter in difference shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and given the information assumed to be available for the



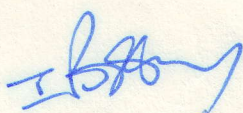
operation of this clause

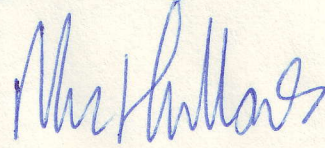
THE COMMON SEAL of BROADLAND )  
DISTRICT COUNCIL was hereunto )  
affixed in the presence of:- )



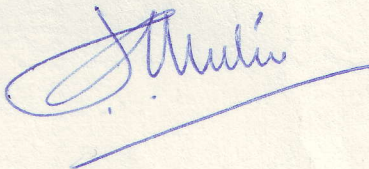
  
Assistant Chief Executive and  
Solicitor to the Council

EXECUTED as a deed by BEAZER )  
HOMES (ANGLIA) LIMITED acting )  
by: )

a Director: 

and its Secretary: 

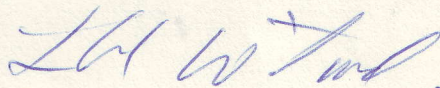
SIGNED SEALED AND DELIVERED by )  
JANET METER )  
a Member of the Parish Council )



*J Adams.*  
*12 Chancel Close*  
*Brundall.*  
*Norwich*

*Clerk to Brundall Parish Council*

SIGNED SEALED AND DELIVERED by )  
IAN WITARD )  
a Member of the Parish Council )



*J Adams*  
*9/a.*



DATED 25<sup>th</sup> March 1993

BROADLAND DISTRICT COUNCIL

and

BEAZER HOMES (ANGLIA) LIMITED

and

BRUNDALL PARISH COUNCIL

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PLANNING OBLIGATIONS

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under Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act, 1991, relating to "The Piggeries", The Street, Brundall, Norfolk.

B.A.Yates,  
Assistant Chief Executive and  
Solicitor to  
Broadland District Council,  
Thorpe Lodge, Yarmouth Road,  
Thorpe St. Andrew,  
Norwich, NR7 ODU.

A:122BPOB.DEL