

WIMPEY HOMES HOLDINGS LIMITED

(1)

- and -

BROADLAND DISTRICT COUNCIL

(2)

AGREEMENT

pursuant to

Section 106 of the
Town and Country Planning Act 1990

Annexures

1. Plan No. 1
2. Plan No. 2
3. Draft planning consent

EVERSHEDS
Solicitors
Norwich

BY THIS DEED made the *twenty eighth* day of *October* 1996 pursuant to Section 106 of the Town and Country Planning Act 1990 (hereinafter called "the Act") we WIMPEY HOMES HOLDINGS LIMITED whose registered office is at 28 Hammersmith Grove London W6 7EN ("Wimpey") and the BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St. Andrew Norwich Norfolk NR7 0DU (hereinafter called "the Council") hereby agree as follows:-

WHEREAS:

- (1) This Deed is a planning obligation for the purposes of Section 106 of the Act
 - (2) The Council is the Local Planning Authority by whom this planning obligation is enforceable pursuant to the said provisions
 - (3) Wimpey is the freehold owner of all that land at Barkers Lane Sprowston Norwich shown edged red on the plan annexed hereto and numbered 1 ("the Property")
 - (4) The Council is minded to grant planning permission to Wimpey for residential development of the Property pursuant to Wimpey's application under reference number 960611 in the form of the draft planning consent attached hereto (hereinafter called "the Planning Consent") subject to Wimpey entering into the planning obligations contained in this Deed
1. Now by this Deed Wimpey hereby undertakes with the Council as follows:-
- 1.1 In the event that the Planning Consent is granted by the Council then Wimpey will pay to the Council thirty five thousand pounds (£35,000) as a commuted sum for the maintenance of 2.02 hectares (5 acres) or thereabouts of public open

space land as shown hatched green on the attached plan numbered 1 and also for the maintenance of public open space and play area land as shown hatched blue on the attached plan numbered 2 all of which land shown hatched respectively green and blue is referred to below as "the Open Space Land"

1.2 Wimpey will provide on Plots 51 to 71 inclusive and 47 to 50 inclusive and 72 to 91 inclusive as indicated on the attached plan numbered 2 units of Affordable Housing in accordance with the Planning Consent and pursuant to a prior arrangement with a housing association ("the Housing Association") to occupy such units and which shall have agreed to purchase the same from Wimpey PROVIDED THAT if no such arrangement has been entered into within 12 months of the date that development on the Property (or any part thereof) commences (Wimpey having used reasonable endeavours to enter into such an arrangement) then in relation to Plots 47 to 50 inclusive and 72 to 91 inclusive it is hereby agreed that Wimpey shall be released from all obligations imposed in this clause 1.2 in relation to the said Plots 47 to 50 inclusive and 72 to 91 inclusive and thereafter will be at liberty to develop and/or market on the open market the said Plots 47 to 50 inclusive and 72 to 91 inclusive for sale as private residential dwellings

1.3.1 The payment referred to in clause 1.1 of this Deed shall be made within 28 days of the date of occupation of the one hundredth (100th) dwelling to be occupied on the Property

- 1.3.2 No more than one hundred and twenty five (125) dwellings shall be occupied on the Property before the payment referred to in clause 1.1 has been made
2. Notwithstanding the provisions of clause 1 of this Deed the undertakings and obligations therein contained shall be effective and binding on Wimpey and the Property only on commencement of the development permitted by the Planning Consent TO THE INTENT that this Deed is a planning obligation for the purposes of Section 106(9) of the Town and Country Planning Act 1990 so as to bind the Property and Wimpey
3. The expressions "the Council" and "Wimpey" shall include their respective successors in title and assigns and references to the Act shall include any amendments thereto as at the date hereof
4. This Deed shall be registered in the register of Local Land Charges
5. It is hereby agreed that:-
- 5.1 for the avoidance of doubt the obligation in clause 1.2 will be satisfied on completion of the provision of the relevant dwellings in accordance with that clause
- 5.2 notwithstanding the provisions of this Deed the undertakings and obligations herein contained on the part of Wimpey shall not be enforceable against individual purchasers and lessees of dwelling units forming part of the residential development on the Property or part thereof or against statutory undertakers in relation to any parts of the Property acquired for electricity

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sub-stations gas governor stations pumping
stations or similar installations

By virtue of Section 106 of the Act and all other enabling powers if called upon to do so by the Council Wimpey will transfer or procure the transfer to the Council of the Open Space Land on the following terms:-

6.1 The consideration payable shall be £1 (one pound)

6.2 The Open Space Land will be transferred subject to such rights easements covenants and other matters as are contained or referred to in the conveyance of the Property to Wimpey so far as the same affect the Open Space Land or any part thereof

6.3 The Transfer of the Open Space Land will contain a covenant on the part of the Council with Wimpey that the Open Space Land shall not at any time

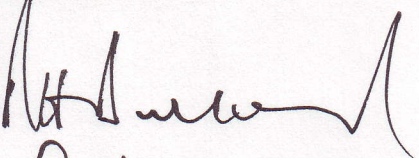
be used otherwise than for public open space subject to the right in paragraph 6 of Schedule 4 to the said conveyance to Wimpey to enter the Open Space Land and construct a roadway between the point approximately marked A and a point between the points marked B and C on the attached plan numbered 1 and a corresponding right of way along the same. It is further provided that *

* the planning permission, necessary notifications and requirements referred to in that paragraph have been obtained

7. The Open Space Land shall not be used at any time after the date specified in clause 1.3.1. hereof other than as open space accessible to the public ~~otherwise as provided in the said conveyance~~ subject as the covenant described in clause 6.3 hereof.

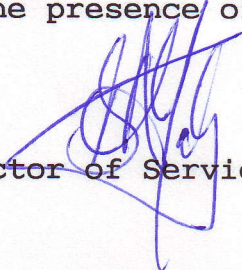
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THE COMMON SEAL of WIMPEY HOMES)
HOLDINGS LIMITED was hereunto)
affixed in the presence of:-)

Director 
A Shihing
Authorised Signatory



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


Director of Services and Solicitor

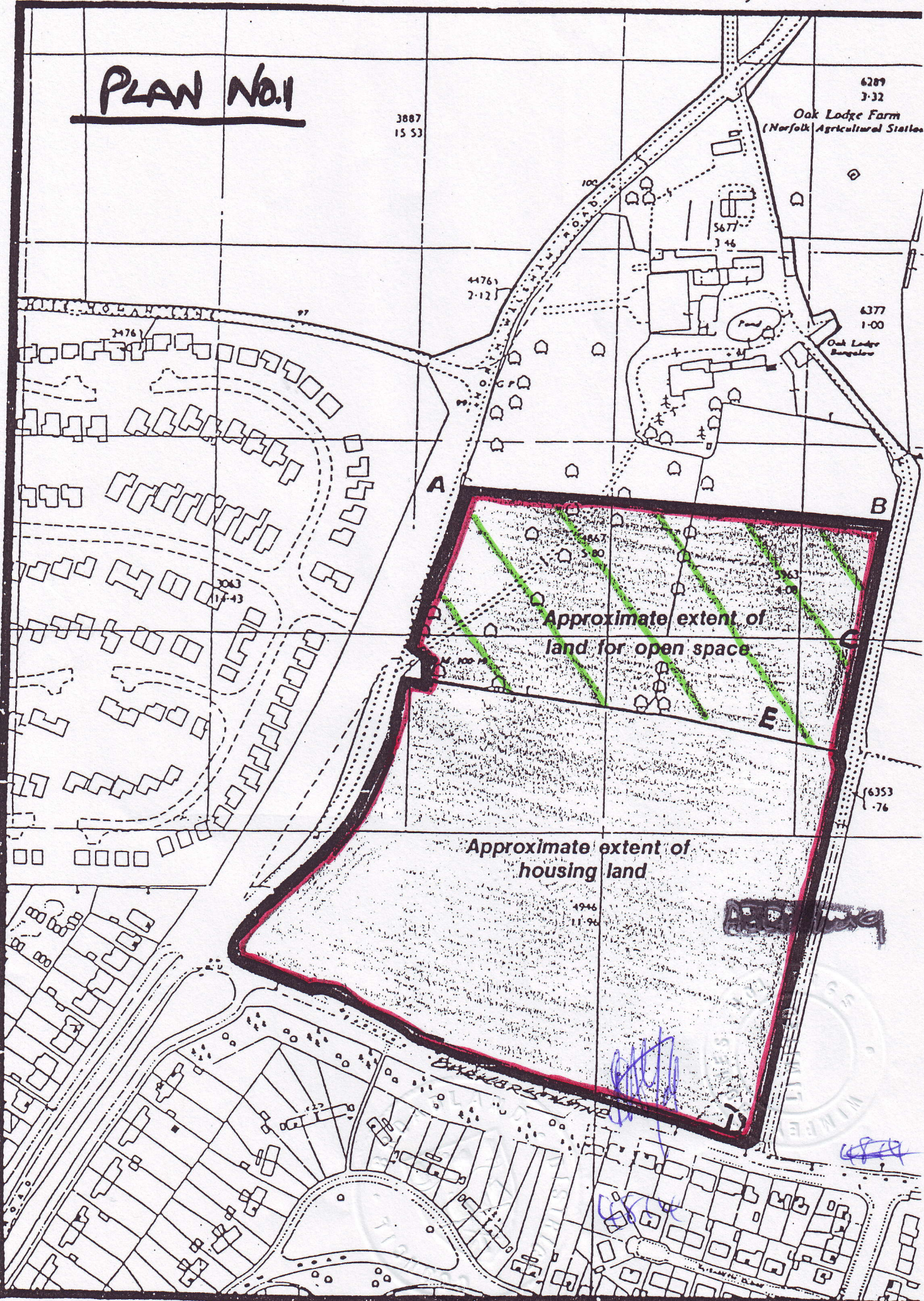
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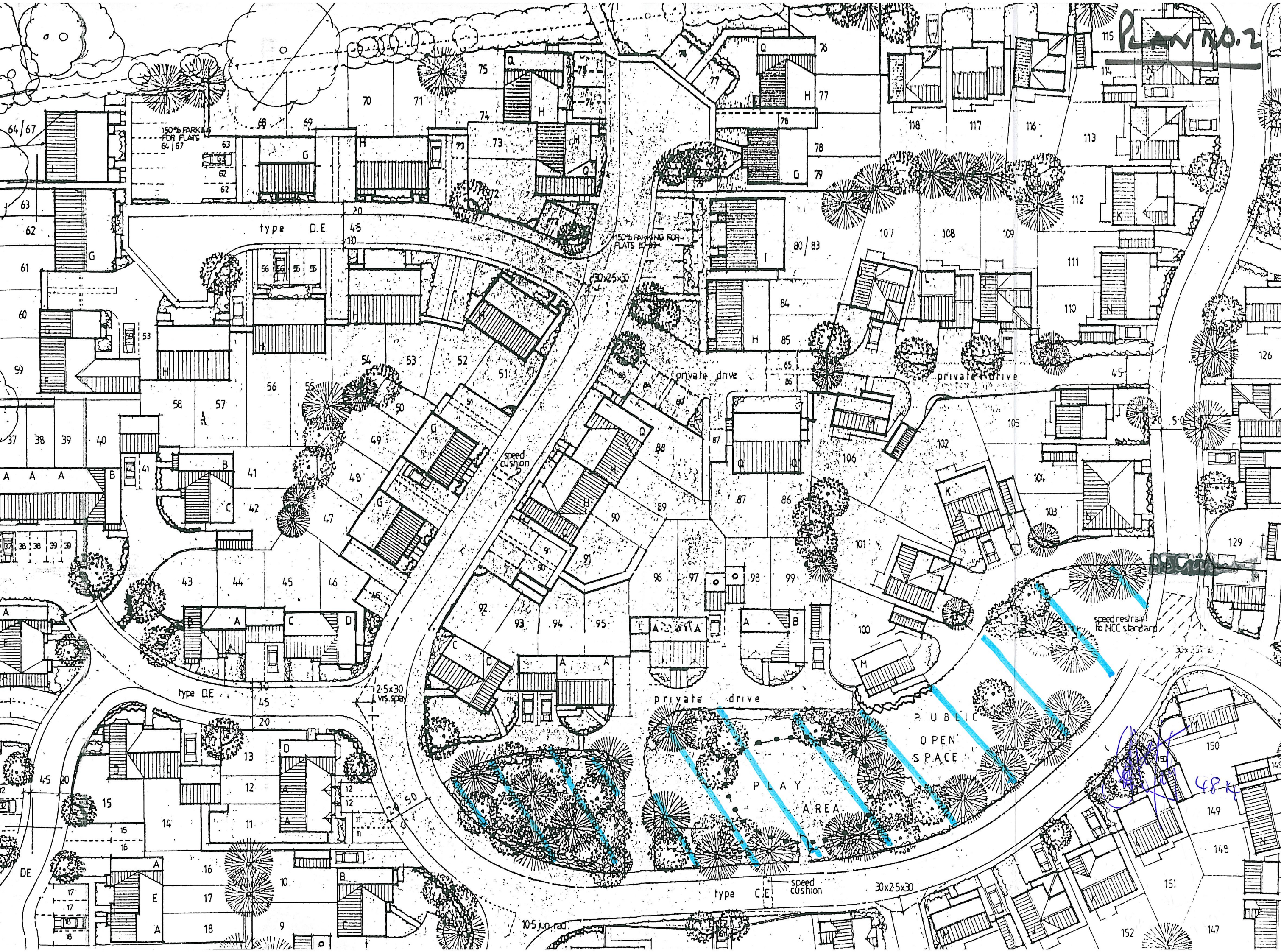


Please also
see plan and
liturgical manuscript
mudrauts on
preceding page 4

AND NORTH OF BARKER'S LANE, SPROWSTON, NORWICH.

PLAN No.1







Broadland

District Council

PLANNING PERMISSION

Agent Name

Date of Receipt

31 MAY 96

Applicant's Name

Application No.

WIMPEY HOMES HOLDINGS LTD
1 CRITFALL ROAD
WITHAM
ESSEX CM8 3AF
(FAO J C TILLOTSON)

960611

Decision Date

Date

Description and Location of Development

165 DWELLINGS, PLAY AREA AND PUBLIC OPEN SPACES

AT:- BARKERS LANE, SPROWSTON.

TOWN AND COUNTRY PLANNING ACT 1990

PERMISSION FOR DEVELOPMENT

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

165 DWELLINGS, PLAY AREA AND PUBLIC OPEN SPACES

AT:- BARKERS LANE, SPROWSTON.

in accordance and subject to the following conditions:

1. The development hereby permitted shall be begun before the expiration of 5 years from the date of this permission.

2. Before any development commences details in respect of the following matters shall be submitted to and approved by the Local Planning Authority:-

- (i) the construction, surfacing and lighting details for all roads, footways and cycle ways
- (ii) foul and surface water drains



Broadland District Council

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- (iii) a detailed tree and shrub planting scheme for the site
- (iv) a proposed planting (including maintenance arrangements), fencing and equipment scheme for the areas of open space within and to the north of the site.

3. No dwelling shall be occupied until the following works have been carried out:-

- (i) the off-site surface water drainage system has been constructed
- (ii) a road and footway has been provided from that dwelling to an adjoining County Road

4. The dwellings on plots 92 - 103 (incl.) shall not be occupied until the landscaping has been carried out and the play equipment been installed on the adjoining open space area.

5. The dwellings on plots 119 - 121, 115 - 118, 75 - 76 and 64 - 71 shall not be occupied until the fencing and hedging has been implemented along the southern boundary of the open space area.

6. Prior to the commencement of the development or the placing of huts, plant or machinery on the site the existing trees shall be enclosed by chestnut pale fencing at least 1.5 metres high erected in accordance with the requirements specified in the attached policy note No.3. Such fencing shall remain in place for the duration of the building works and the areas enclosed shall remain free of all obstructions, building materials, machinery, equipment and excavations. In respect of plots 37, 64 - 67, 76, 124, 133 and 138 and on the garage for plot 28 the scaffolding shall be erected in accordance with the details of the final section of Policy Note No.3.

7. No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the Local Planning Authority. Any topping or lopping approved shall be carried out in accordance with British Standard [3998(Tree Work)].

8. The planting, landscaping, fencing and equipment details for the open space to the north of the site, approved under condition 2 (iv) above shall be completed before the occupation of the 100th dwelling to be occupied on the site.

9. 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.

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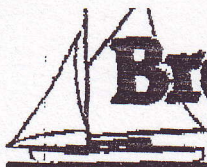
10. Any tree or shrub which dies within five years on the planting of the first tree or shrub shown in that position on the approved landscaping scheme shall be replaced to the satisfaction of the Local Planning Authority.

11. The development hereby permitted shall not be carried out otherwise than in accordance with the drawings listed on the attached sheet.

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

NOTE: INFORMATION REGARDING BUILDING REGULATIONS (SEE BELOW).

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act, 1990.
2. To ensure the satisfactory development of the site.
3. To ensure the satisfactory development of the site.
4. To safeguard the amenities of the adjacent residential properties.
5. To safeguard the amenities of the adjacent residential properties.
6. To maintain as far as possible the appearance of the site and the retention of its natural features.
7. To maintain/as far as possible the appearance of the site and the retention of its natural features.
8. To ensure a satisfactory pattern of development.
9. To ensure the satisfactory development of the site.
10. To ensure the satisfactory development of the site.
11. To ensure the permission relates to the application, as amended.



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Application 960611

Site Location Plan, drg.no. 7534.3

Development Layout Sheet 1 drg.no. 7534.1.rev.D

Street Elevations, drg.nos. 7534.4, 7534.5 & 7534.6

Garage Details, drg.no.7534.7

House type A - drg.no. 7534.8, 7534.9
House type B - drg.no. 7534.10, 7534.11 & 7534.12
House type C - drg.no. 7534.13
House type D - drg.no. 7534.14
House type E - drg.no. 7534.15
House type F - drg.no. 7534.16
House type G - drg.no. 7534.17. rev.A
House type H - drg.no. 7534.18
House type I - drg.no. 7534.19. rev B
House type J - drg.no. 7534.20 & 4444.201
House type K - drg.no. 7534.21 & 4444.33
House type L - drg.no. 7534.22 & 4444.6
House type M - drg.no. 7534.23 & 4444.23
House type N - drg.no. 7534.24 & 4444.12
House type O - drg.no. 7534.25 & 4444.107
House type P - drg.no. 7534.26 & 4444.98
House type Q - drg.no. 7534.27. rev.A

Material Schedules (area 1)	7534 27 00
Material Schedules (area 2)	7534 28 00
Material Schedules (area 3)	7534 29 00
Individual Plot materials (1 - 23)	7534 30 --
Individual Plot materials (24 - 44)	7534 31 --
Individual Plot materials (45 -46, 92 - 99)	7534 32 --
Individual Plot materials (47 - 69)	7534 33 --
Individual Plot materials (70 - 91)	7534 34 --
Boundary Treatments	7534 35 --
Surface Finishes	6534 36 --

INFORMATION REGARDING BUILDING REGULATIONS

IF THE ABOVE-MENTIONED DEVELOPMENT INVOLVES ANY WORKS OF A



Broadland District Council

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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 DEPARTMENT.

.....
Director of Development
Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU.