

DATED 28th January ²⁰⁰⁰~~1999~~

THE BROADS AUTHORITY

-and-

SIMON PETER COUSINS

- and -

CLARE CADWALLADER

-and-

JOHN APPLETON

A G R E E M E N T

under Section 106 of the Town and Country Planning Act 1990
RELATING TO LAND AT BRUNDALL

Director of Law and Administration
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2SH

THIS AGREEMENT is made the 28th day of January ~~One~~ Two Thousand ~~thousand nine hundred and ninety nine~~

BETWEEN THE BROADS AUTHORITY ("the Authority") of 18 Colegate, Norwich NR3 1BQ of the first part SIMON PETER COUSINS and CLARE CADWALLADER both of Turnpike House 15 Hereford Road Shrewsbury Shropshire ("the Owner") of the second part and JOHN APPLETON ("the Developer") of 7 Redcliffe Way Brundall Norwich NR13 5LS of the third part.

WHEREAS:-

- (1) The Owner is the owner in fee simple in possession of the land shown edged in orange on the attached plan ("the Land")
- (2) The Authority is a local planning authority within the meaning of the Town and Country Planning Act 1990 ("the Act") for the area within which the Land is situated
- (3) The Developer has made application to the Broadland District Council (reference 5/98/1380) in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop that part of the Land shown hatched black on the annexed plan by the erection of 4 detached houses ("the Development")
- (4) The obligations created by this deed are planning obligations within the meaning of Section 106 of the Act (as amended)
- (5) The obligations created by this deed are enforceable by the Authority

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972
2. The obligations herein are conditional on the grant and issue of planning permission for the Development in the form annexed hereto and shall be of no effect before the date on which the Developer serves a notice of his intention to begin the Development by carrying out a "material operation" as defined in Section 56(4) of the Town and Country Planning Act 1990.
3. The Owner hereby covenants with the Authority that in the event of planning permission being granted for the Development he will manage the areas shown

edged yellow red blue and green ("the Yellow Land" "the Red Land" "the Blue Land" and "the Green Land" respectively) on the annexed plan in perpetuity as provided for in Clause 4 of this Agreement

4. The Owner hereby covenants with the Authority that:-

- (i) he will ensure that any person carrying out any work upon the Yellow Land the Red Land the Blue Land or the Green Land is made aware of the Brundall Tree Preservation Order 1968 No. 5 dated 25th June 1968 ("the TPO")
- (ii) he will notify the Designated Officer prior to any work being undertaken which would affect any of the trees covered by the TPO
- (iii) Within 12 months from the date of the notice referred to in Clause 2 above he shall:-
 - (a) identify and make safe any hazardous trees on the Yellow Land the Red Land the Blue Land and the Green Land under the guidance of an arboricultural consultant approved by the Designated Officer such approval not to be unreasonably withheld
 - (b) dispose of all dead and/or dying timber either by removal or by burning on site exercising due care to prevent damage to the remaining trees and in particular to ensure that all fires are lit only in cleared areas away from the canopy spread of adjoining trees and never left unguarded
 - (c) plant trees in accordance with a planting scheme approved by the Designated Officer including any trees lost or removed as a result of (a) and (b) above
- (iv) he will prepare an on-going annual management plan to commence on the first anniversary of the notice referred to in Clause 2 above to ensure the proper distribution of species and age mix to take account of:-
 - (a) natural regeneration
 - (b) removal of over mature/dying trees
 - (c) replantingand to implement such plans with the prior written agreement of the Designated Officer
- (v) he will not cause or permit any woodland/water operations including the removal of invasive sycamore to take place other than in accordance with a scheme of works to be agreed in writing with the Authority such scheme to include provision for the method and phasing of work including the machinery to be used

- (vi) within sixty days of the receipt of a written request from the Authority so to do (such request to be received not later than five years from the date hereof) he will dedicate to the Authority free of charge a public path ("the Public Path") having a width not exceeding four feet within the Red Land the line of which shall be agreed in writing with the Authority together with the benefit of the existing right of way along a footpath four feet in width running from the south eastern corner of the Land to Church Lane and will permit the Authority to carry out any works required pursuant to Clause 5
- (vii) he will before the Public Path is brought into use submit to the Authority for approval a scheme for the provision of gates and fencing to the Red Land (between the points A to B A to C D to E and D to F marked on the attached plan) which scheme shall be implemented as therein provided
- (viii) he will allow the Authority unlimited access to the Blue Land for the purpose of implementing any restoration proposals for the Lake situated therein ("the Lake") any works to be carried out in such a manner as to cause the least damage and disturbance as is reasonably practicable any damage so caused to be made good as soon as possible to the reasonable satisfaction of the Owner. Any proposal for the restoration of the Lake shall be agreed in writing between the Owner and the Authority prior to the commencement of any works and shall be carried out in accordance with such written agreement
- (ix) he will obtain the written agreement of the Authority before commencing any work within the Green Land
- (x) he will be responsible for cleaning any major invasive weed such as Japanese Knotweed Himalayan Balsam Giant Hogweed invasive Bracken Bramble and Sycamore from the Green Land and shall ensure that control measures reflect current best practice by seeking advice from the Environment Agency and/or the Ministry of Agriculture Fisheries and Food before implementing any measures and will obtain the written agreement of the Authority obtain the written agreement of the Authority prior to the use of any mechanical/chemical control
- (xi) he will permit public access to the Green Land on not more than two weekends in any calendar year in accordance with a scheme to be first agreed in writing with the Authority
- (xii) he will agree in writing with the Authority any proposal for the fencing or enclosure of the Green Land and implement it in accordance with such written agreement
- (xiii) he will obtain the written agreement of the Authority before commencing any work within the Yellow Land and in particular will be responsible for the on-going maintenance of the Yellow Land to ensure

the clearance of any invasive Sycamore and the appropriate re-planting with mature trees shrubs and ground cover

(xiv) he will not cause or permit the fencing or enclosure of the Yellow Land without the prior written agreement of the Authority

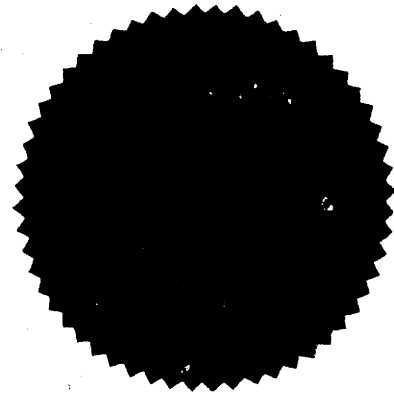
5. The Authority hereby agrees that it will be responsible for the provision and maintenance of the Public Path referred to in Clause 4 (vi) above at its own expense
6. It is agreed and declared that no person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring during such period as that person ceases to have an interest in the Land or the part in respect of which such breach occurs
7. If the planning permission granted for the Development shall lapse before the Development is begun as defined above in Clause 2 or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect
8. Any dispute or difference arising out of or in connection with this Agreement shall be determined by the arbitration of a single arbitrator who failing agreement shall be appointed by the President or a Vice-President for the time being of the Chartered Institute of Arbitrators and the arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrators
9. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement
- 10.1 In this Agreement the Designated Officer means the Director of Development and Planning of the Broadland District Council or such other officer as the Broadland District Council may designate
- 10.2 It is agreed that references to the need for anything to be approved or agreed by or with the Designated Officer and/or Authority or words to similar effect are to be construed as imposing an obligation on the Designated Officer and/or Authority not to refuse unreasonably any approval agreement or consent or delay the same
11. This document is executed as a deed and is delivered on the date first before written
12. The expressions "the Authority" "the Owner" and "the Developer" shall include their respective successors and assigns as appropriate within the meaning of Section 106 of the Act

IN WITNESS whereof the Authority has affixed its Common Seal and the Owner and the Developer have signed this instrument as their deed the day and year first before written

THE COMMON SEAL of THE
BROADS AUTHORITY was
hereunto affixed in the presence of:-



Solicitor to the Broads Authority



BA 313

SIGNED as a DEED by the
said SIMON PETER COUSINS
in the presence of:-

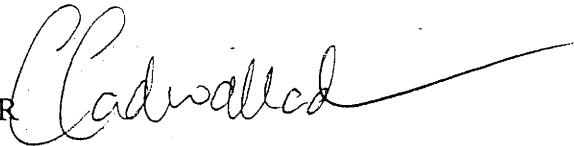


AMANDA JONES
1, CLIFTON ROAD
HARLESCOTT GRANGE
SHREWSBURY
SY1 3PS

Housekeeper.

A Jones

SIGNED as a DEED by
the said CLARE CADWALLADER
in the presence of:-



AMANDA JONES
1, CLIFTON ROAD
HARLESCOTT GRANGE
SHREWSBURY
SY1 3PS

Housekeeper.

A Jones

SIGNED as a DEED by the
SAID JOHN APPLETON
in the presence of:-

C. C. Givens

Solicitor
Nottingham



