

Dated 27th May 1999

- (1) RAVEN (PUTNEY) LIMITED
- (2) BROADLAND DISTRICT COUNCIL
- (3) BROADS AUTHORITY

UNILATERAL PLANNING OBLIGATION

**under Sections 106 and 299A of the Town and Country Planning
Act 1990 as amended**

**FOR DEVELOPMENT AT ST. ANDREWS HOSPITAL (SOUTHSIDE),
YARMOUTH ROAD, THORPE ST. ANDREW, NORWICH, NORFOLK**

**Messrs Rakisons
Clements House
14/18 Gresham Street
LONDON
EC2V 7JE**

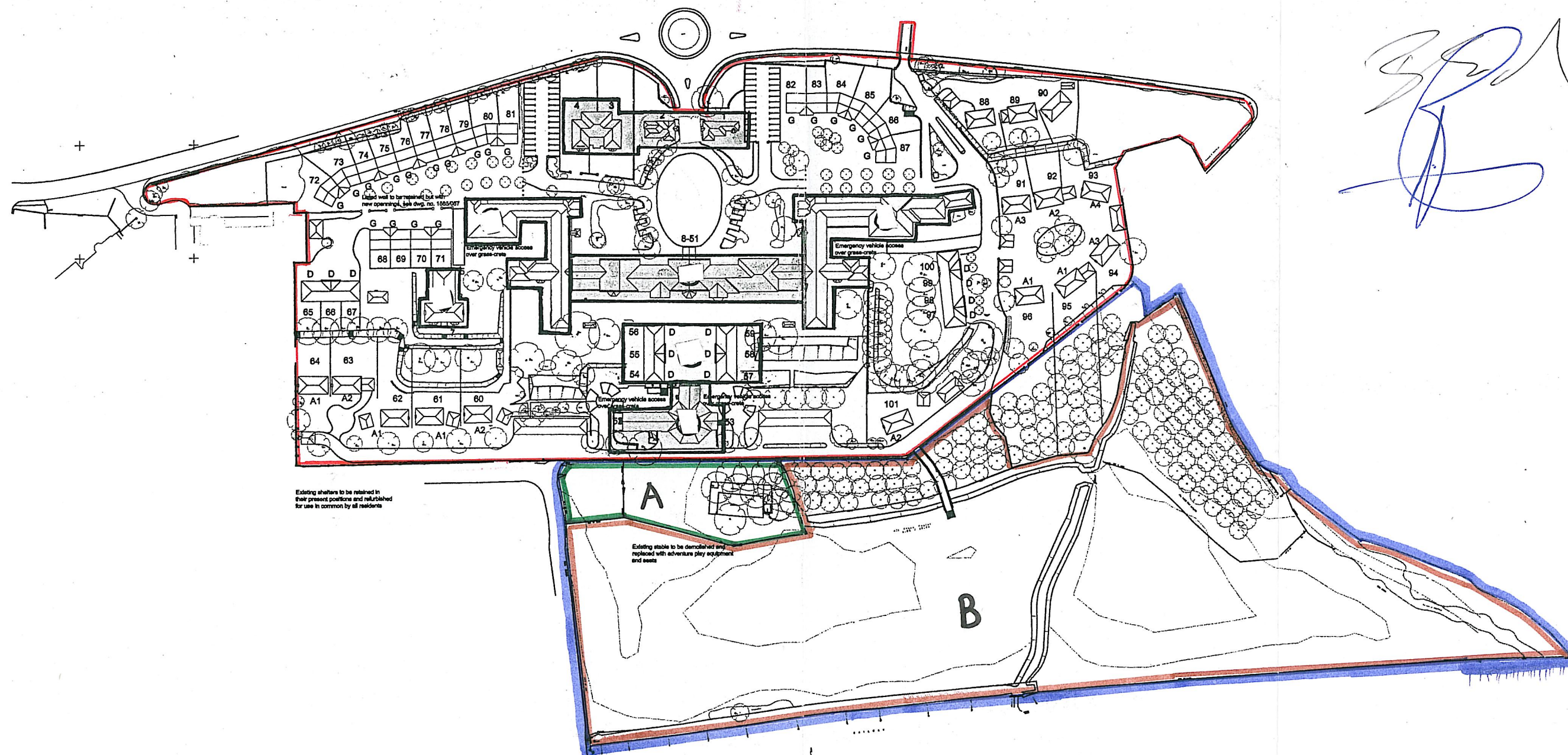
THIS UNILATERAL UNDERTAKING is made the 27th day of May One thousand Nine Hundred and Ninety Nine by **RAVEN (PUTNEY) LIMITED** of 2 Motcomb Street London SW1X 8JU (hereinafter called "the Developer")

WHEREAS:-

- 1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, Yarmouth Road, Thorpe St. Andrew, Norwich NR7 0DU (hereinafter referred to as "the Council ") is the Local Planning Authority for the purpose of the Town and Country Planning Act 1990 as amended, for the area within which the property described in the First Schedule hereto (hereinafter referred to as "the First Property") is situated
- 2) THE BROADS AUTHORITY of 18 Colegate, Norwich (hereinafter referred to as "the Authority") is the Local Planning Authority for the purpose of the Town and Country Planning Acts 1990 as amended (hereinafter referred to as "the 1990 Act"), for the area within which the property described in the Second Schedule hereto (hereinafter referred to as "the Second Property") is situated
- 3) The Secretary of State for Health care of Estates Surveyor (Cambridge) NHS Executive Anglia and Oxford Department of Health, P.O. Box 650, Central Block, Fulbourn Hospital, Cambridge CB1 5RB (hereinafter called "the Owner") is the Owner in fee simple in possession of the First Property
- 4) The Developer has by written application dated the 11th August 1998 under application number 980955 ("the Planning Application") applied to the Council for permission to carry out development within the meaning of the 1990 Act on the First Property and the Second Property (hereinafter referred to as "the Development") in the manner and for the uses set out in the said application and the plans specifications and particulars deposited therewith and any plans specifications and particulars which may subsequently be or have been deposited with the Council and the Authority in connection with the said application
- 5) This instrument is intended and shall be accepted as a Deed for all or any purposes so required by Section 1 of the Law of Property (Miscellaneous Provisions) Act 1989



Handwritten signature in blue ink



Existing shelters to be retained in their present positions and refurbished for use in common by all residents

Existing stable to be demolished and replaced with adventure play equipment and seats

Rev. D. 15.01.99 Ward 6 omitted, 3 no D types substituted
Rev. C 02.12.98 New plots numbered
Rev. B 06.10.98 G and A types amended
Rev. A 12.08.98 Meadowslands highway access amended

DANIEL LELLIOTT KRAUZE CHARTERED ARCHITECTS			
23 YORK ROAD, MAUDENHEAD, BERKSHIRE SL5 1SQ. TELEPHONE (01628) 630123 FAX (01628) 674623			
PROJECT St Andrews Norwich			
TITLE SITE PLAN			
DATE August 98	SCALE 1:1000	DRAWING NO. 1585/001	REV. D

NOW THIS DEED WITNESSETH as follows:-

1. This Unilateral Planning Obligation is made in pursuance of Section 106 and Section 299A of the 1990 Act and is a Planning Obligation for the purposes of Section 106 of the 1990 Act and shall be enforceable by the Council and the Authority in respect of the land falling within the area for which they are the Local Planning Authority
2. The Developer as is attested by the execution hereof hereby covenants with the Council that it will perform the Obligations specified in the Third Schedule
3. The Developer as is attested by the execution hereof hereby covenants with the Authority that it will perform the obligations specified in the Fourth Schedule
4. The provisions of this Obligation shall not take effect until planning permission is implemented after being granted by the Council in respect of the Planning Application and if any such permission is revoked or expired by effluxion of time this Obligation shall cease to have any effect providing always that no development within the meaning of Section 55 of the 1990 Act has been begun within the meaning of Section 56
5. The Owner hereby consents to this obligation in its capacity as land owner
6. The provisions of this clause shall have effect if the Developer is more than one person or is a Limited Company or other incorporated body but not otherwise and the Singular includes the plural and vice versa
7. The expressions the Council the Authority the Owner and the Developer shall include their respective successors in title and assigns

IN WITNESS whereof the Developer has executed these presents as a Deed the day and year first before written

THE FIRST SCHEDULE before referred to

ALL THAT piece or parcel of land TOGETHER with the building or buildings erected or to be erected thereon or on part thereof and known as St. Andrews Hospital (Southside), Yarmouth Road, Thorpe St. Andrew, Norwich, Norfolk which is shown edged red on the plan attached hereto

THE SECOND SCHEDULE before referred to

ALL THAT piece or parcel of land known as land lying to the south of Yarmouth Road, Postwick which is shown edged blue on the plan attached hereto

THE THIRD SCHEDULE before referred to

(Obligations to the Council)

1. Before any dwellings on the Development are occupied the Developer will pay to the Council the sum of FIFTY ONE THOUSAND EIGHT HUNDRED AND SEVENTY SIX POUNDS (£51,876) in lieu of a provision for affordable housing within the Development
2. Immediately following implementation of the planning permission granted pursuant to the Planning Application and completion of construction of the roadway over which the cycleway runs the Developer will complete a Permissive Cycleway Agreement in the form of the draft annexed

THE FOURTH SCHEDULE before referred to

(Obligations to the Authority)

- 1 To meet the Council's planning policy for children's play standards for the Development the Developer shall as soon as reasonably practicable following implementation of the planning permission granted pursuant to the Planning Application
 - 1.1 provide and equip with British Standard certificated equipment in a position to be approved by the Council (such approval not to be unreasonably withheld or delayed)

within the area edged green and marked "A" on the plan attached hereto ("the Green Land") a play area ("the Designated Play Area")

- 1.2 the Developer will maintain the Designated Play Area in accordance with all Health and Safety legislation current from time to time including renewing and/or replacing equipment and fences and cutting the grass
- 2 Following completion of the works detailed in paragraph 1.1 above the Developer will:-
 - 2.1 not use the Designated Play Area other than as a children's play area; or
 - 2.2 not use the remainder of the Green Land other than as a children's play area or for the stabling of horses ancillary to the use of the area edged brown and marked "B" on the plan attached hereto ("the Brown Land")
- 3 The Developer shall not:-
 - 3.1 use the Brown Land other than as open land PROVIDED THAT the said area may be used for the grazing and recreational use of horses and such use will not be deemed to be a breach of this obligation
 - 3.2 do anything on the Brown Land which is permitted by Part 6 and by Class A of Part 2 of Schedule II of the Town and Country Planning General Development Order 1995

The Common Seal of RAVEN (PUTNEY)
LIMITED was hereunto affixed in the
presence of:-

Director

Director/Secretary



Dated

1999

- (1) NORFOLK COUNTY COUNCIL
- (2) RAVEN (PUTNEY) LIMITED

PERMISSIVE CYCLEWAY AGREEMENT

LAND AT THORPE ST. ANDREW

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

PERMISSIVE CYCLEWAY AGREEMENT

THIS AGREEMENT is made the _____ day of _____ One thousand Nine
Hundred and Ninety Nine

BETWEEN

- (1) **NORFOLK COUNTY COUNCIL** ("the Council") of County Hall, Martineau Lane, Norwich, Norfolk and
- (2) **RAVEN (PUTNEY) LIMITED** whose registered office is at 2 Motcomb Street London SW1X 8JU (hereinafter called "the Owner")

WHEREAS:-

- (1) The Owner is the owner of (inter alia) the land in the Parish of Thorpe St. Andrew shown edged red on the plan annexed hereto ("the Plan") across which it proposes to create a pathway/cycleway/roadway between the points marked "A" and "B" along the line coloured green and blue on the attached plan ("the Path")
- (2) The Council have agreed with the Owner for the Path to be available for use by the public for pedal cycling and walking in common with all other users

WITNESSETH that it is HEREBY AGREED by and between the Council and the Owner as follows:-

- 1 The Owner hereby agrees to lay out surface and maintain to a reasonable standard approved in writing by the Council (such approval not to be unreasonably withheld or delayed) the Path so that the Path may be used by the public (in common with all other pedestrian vehicular or other users whatsoever) in perpetuity for walking and pedal cycling
- 2 Subject to Clause 3, the Owner shall not place any obstructions or hazards upon the line of the Path

- 3 The Owner shall be permitted to close the Path for one day a year so as to prevent the creation of Public Highway rights over the Path and shall be permitted to vary the route of the Path to such other reasonable route between the points marked "A" and "B" as shall be agreed with the local planning authority (such agreement not to be unreasonably withheld) and the Owner but in varying the route the Owner shall cause as little disruption to the use of the path as is reasonably practicable

4.1 In this clause:-

- (a) "Highway Support Structure" means the bridge over which that part of the Path coloured green on the attached plan passes
- (b) "Works of maintenance" shall include (i) any works reasonably considered by the Council to be reasonably necessary to ensure the load carrying capacity of the Highway Support Structure is fit for its intended use as a path and cycleway in accordance with standards technical memoranda advice notes guidelines and recommendations laid down from time to time by the Department of Transport and (ii) any subsequent works of repair or reconstruction or replacement of the Highway Support Structure reasonably considered necessary by the Council to comply in respect of its intended use as a path and cycleway with such standards provided that the exercise of any right of the Council to inspect the Highway Support Structure shall in no way absolve the Owner from its duty (as hereinafter defined) to maintain the Highway Support Structure

- 4.2 It is hereby agreed and declared between the parties to this Agreement that the Highway Support Structure shall continue to be the maintenance responsibility of the Owner

- 4.3 The Owner hereby covenants with the Council that from the date of this Agreement it shall carry out to the reasonable satisfaction of the Council such works of maintenance as the Council may properly and reasonably require to the Highway Support Structure

- 4.4 With effect from the date of this Agreement the Owner hereby agrees to allow the Council and its servants and agents access for the purpose of inspection only to the Highway

Support Structure at all reasonable times upon prior appointment (or at any time in cases of emergency)

4.5 The Owner hereby covenants that with effect from the date of this Agreement it shall at no cost to the Council:-

- (a) inspect and maintain the Highway Support Structure and assess its load carrying capacity in accordance with the technical memoranda advice notes guidelines and recommendations issued from time to time by the Department of Transport in respect of the inspection maintenance and assessment of Highway Structure at such intervals (not more frequently than once every two years) as shall be reasonably determined and notified in writing to the Owner by the Council
- (b) follow the technical approval procedures outlined in the Departmental Standard BD2/89 or any similar procedures replacing these from time to time in force but substituting the Council for any references therein to the Department of Transport
- (c) the Owner shall on written demand properly made by the Council advise the Council of the identity of any disposee who shall have acquired the whole or part of the Highway Support Structure and the date of such disposal

5 This document is executed as a Deed and is delivered on the day and year first before written

IN WITNESS whereof the Council and the Owner have affixed their Common Seals the day and year first above written

The Common Seal of NORFOLK COUNTY)
COUNCIL was hereunto affixed in the)
presence of:-)

Director of Law and Administration

The Common Seal of RAVEN (PUTNEY))
LIMITED was hereunto affixed in the)
presence of:-)

Director

Director/Secretary