

DATED

7th January

2004 ^{SB}

BROADLAND DISTRICT COUNCIL

- AND -

AYLSHAM TOWN COUNCIL

- AND -

MRS MARY EVELYN BAMBER

- AND -

MRS PAMELA ANNE HAMILTON

- AND -

MRS JANET LEAH HARVEY

AGREEMENT

made pursuant to Section 106 of the Town
and Country Planning Act (as amended) 1990
and any other enabling power relating to the
development of land at 90 Hungate Street
Aylsham Norfolk

steeles (law) llp
3 The Norwich Business Park
Whiting Road
Norwich NR4 6DJ

JB/4349-1441-4

THIS AGREEMENT is made the Seven day of January Two thousand and Five
Four BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth
Road Thorpe St Andrew Norwich in the County of Norfolk ("the Council") (1) and
Aylsham Town Council of Council Office Town Hall Market Place Aylsham
Norwich ("the Town Council") (2) and Mary Evelyn Bamber of 20 Yaxleys Lane
Aylsham Norfolk and Pamela Anne Hamilton of 18 Yaxleys Lane Aylsham Norfolk
and Janet Leah Harvey of Jex Cottage Thursford Road Little Snoring Fakenham
("the Owners") (3)

RECITALS

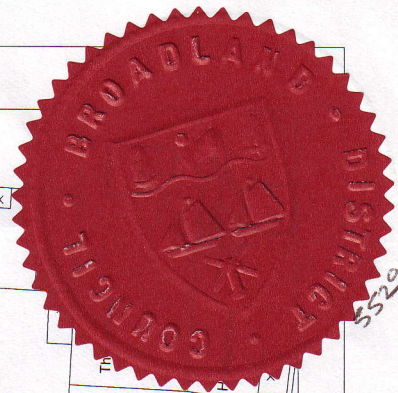
(A) (1) In this Agreement unless the context otherwise requires the following
words shall have the following meanings:-

"Application" means the application for planning permission
to develop the Land dated 25 May 2004
submitted to the Council in accordance with the
application plans and other materials deposited
with the Council and bearing reference no
20040977

"Commencement Date" the date upon which the Development shall be
commenced by the carrying out on the Land
pursuant to the Permission of a material
operation specified in Section 56(2) of the Act

"the first Commuted Open Space Payment" the sum of Thirty Two Thousand and Nine
hundred and Forty Nine Pounds (£32,949) as
increased by the Inflation Provision

HEAD OF CORPORATE SERVICES
& MONITORING OFFICER



10 0 10 20 30 40 50 60 70 80 90 100 110m
1:2500

W. Phipps *G. Galt*

MEB
PAH
JAH
R.B.

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Broadland
District Council

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“the second Commuted Open Space Payment”	the further Commuted Open Space Payment to be calculated by the Council taking into account the guidance contained in the draft supplementary planning guidance annexed hereto or any variation thereof approved by the Council subsequent to the date of this deed and notified to the Owners in accordance with the provisions of clause 5.3, as increased by the Inflation Provision
“Development”	means the development permitted by the Permission
“Inflation Provision”	the increase (if any) in the RICS Building Cost Information Service All In Tender Price Index between the date of this Agreement and the date upon which a payment of money is made pursuant to this Agreement
“Permission”	means the detailed planning permission granted pursuant to the Application together with any renewal or modification thereof
“1990 Act”	means the Town and Country Planning Act 1990 (as amended)

(2) In this Agreement unless the context otherwise requires:

- (A) (i) words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa
- (ii) “party” or “parties” means a party or parties to this Agreement
- (iii) references to any party shall include the successors in title and assigns of that party
- (iv) where a party includes more than one person any obligations of that party shall be joint and several
- (v) headings in this Agreement shall not form part of or affect its construction
- (vi) references to clauses and schedule are references to clauses in and schedules to this Agreement
- (vii) where a party or any officer or employee is required to give its consent approval or agreement in any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed

any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act, Section, Regulation or Statutory Instrument has been replaced, consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument

- (B) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated
- (C) The Owners are registered as Proprietor with absolute title of the land (“the Land”) shown for the purpose of identification only edged red on the plan annexed hereto as the same is registered with Title Number NK290797 free from encumbrances
- (D) Having regard to the Development Plan and other material considerations the Council consider it expedient in the interests of the proper planning of their area that provision should be made for regulating or facilitating the Development of the Land in the manner hereinafter appearing and the Council is satisfied the Permission can only be granted subject to and upon completion of this Agreement

NOW THIS DEED WITNESSETH as follows:-

- 1.1 This Agreement and the covenants that appear hereinafter are made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and any other enabling power
- 1.2 The covenants that appear hereinafter are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council
- 1.3 This Agreement is a Deed and may be modified or discharged in part or in total at any time after the date of this Agreement by agreement between the parties in the form of a Deed

- 1.4 This Agreement is a local land charge and upon completion shall be registered by the Council as such
- 1.5 No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof
- 1.6 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.7 This Agreement shall be governed by the laws of England
- 1.8 No party shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Land or the part of the Land in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting of any party's interest in the Land or any part thereof in respect of which any such breach has taken place
- 1.9 This Agreement shall cease to have effect if either:-
- 1.9.1 the Permission is quashed revoked or otherwise withdrawn; or
- 1.9.2 planning permission on the Land is granted subsequently and implemented for proposals incompatible with the Development
- 1.10 NOTICES
- 1.10.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be

deemed to have been validly served or given if received by facsimile, delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered or sent by facsimile or by recorded delivery post to the address of the party concerned as nominated in sub-clause

1.10.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	The Statagic Director of Community Services Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich
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The Town Council	Clerk Aylsham Town Council Council Office Town Hall Market Place Aylsham Norwich
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The Owners	Hayes & Storr 18 Market Place Fakenham NR21 9BH (RPH)
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1.11 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer

1.12 The Council will upon the written request of the Owners at any time after the obligations set out in this Agreement have been fully discharged or performed issue written confirmation thereof and thereafter cancel all entries made in the Register of Local Land Charges in respect of this Deed

1.13 On completion of this Deed the Council will issue the Permission

2. GENERAL

- 2.1 The Owners HEREBY FURTHER AGREE that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of the Agreement are hereby waived
- 2.2 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owners and at no cost to the Council
- 2.3 All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not presently been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

3. ARBITRATION

- 3.1 Any dispute or difference arising between the parties as a result of this Agreement shall be referred to the arbitration of a single arbitrator to be agreed upon between the parties, or failing agreement, within fourteen days after either of the parties has given to the other party a written request requiring the appointment of an arbitrator, to be appointed by the President of The Institution of Civil Engineers for the time being

3.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-

- (a) the seat of the arbitration shall be at the Council's offices in Norwich
- (b) where appropriate the arbitrator may consolidate arbitral proceedings;
- (c) with the parties agreement the arbitrator may appoint experts or legal advisers

3.3 Any of the parties mentioned in clause 3.1 concerned in any such dispute or difference arising from this Agreement wishing to refer any such dispute or difference to arbitration shall notify the other parties in writing of such intention without delay

3.4 The arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the arbitrator when such parties may also agree that such arbitrator shall act as an expert

3.5 Subject to Sections 67, 68 and 69 of the Arbitration Act 1996, the parties agree to be bound by the decision of the arbitrator

4. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act.

5. COVENANTS

The Owners

- 5.1 The Owners hereby covenant and undertake with the Council so as to bind the Land and each and every part thereof to carry out and comply with the obligations set out in this Agreement
- 5.2 The Owners shall give at least 28 days prior written notification to the Council of the Commencement Date
- 5.3 No later than the date of the notification referred to in clause 5.2 above the Owners shall provide to the Council all information reasonably requested by the Council to enable the Council to determine the amount of the second Commuted Open Space Payment

The Council

- 5.4 Within 28 days of the receipt of all information required by the Council pursuant to clause 5.3 the Council shall provide the Owners with written confirmation of the amount of the second Commuted Open Space Payment and the basis upon which that sum has been calculated

The Obligations

6 THE COMMUTED OPEN SPACE PAYMENT

- 6.1 Prior to the first occupation of the 5th dwellinghouse to be constructed on the Land pursuant to the Permission to pay the First Commuted Open Space Payment to the Town Council
- 6.2 Prior to the occupation of the final dwellinghouse to be constructed on the Land pursuant to the Permission to pay the second Commuted Open Space Payment
- 6.3 To pay interest at the rate of two percent above the base rate of the Cooperative Bank plc if either the first Commuted Open Space Payment or the

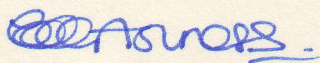
second Commuted Sum Payment is not paid within 14 days of the date on which any payment becomes due

7 THE TOWN COUNCIL’S COVENANTS

- 7.1 The first Commuted Open Space Payment and the second Commuted Sum Payment shall forthwith upon payment by the Owners be credited to a separate interest-bearing account with the Town Council’s bankers and together with all interest that may from time to time accrue be applied by the Town Council towards the cost of providing and/or improving recreational facilities in the locality of the Land
- 7.2 If any part of the first Commuted Open Space Payment or the second Commuted Sum Payment has not been so expended or committed to be spent (as evidenced by a contract in writing) within ten years of the date of payment by the Owners the Town Council shall return such moneys as are currently contained in the interest bearing account to the Owners in equal shares

IN WITNESS whereof this Agreement has been executed and delivered as a Deed on the date first written above

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



Head of Corporate Services and Monitoring Officer



SIGNED AS A DEED by the said
AYLSHAM TOWN COUNCIL
In the presence of

) *W. Stanger*
) *A. Hall*
)

Authorised signatory

Authorised signatory

SIGNED AS A DEED by the said
MARY EVELYN BAMBER
in the presence of:-

) *M. Bamber*
) *M E B*
)

Witness



~~Witness~~

HAYES & STORR
SOLICITORS
18/19 MARKET PLACE
FAKENHAM, NORFOLK
NR21 9BH

SIGNED AS A DEED by the said
PAMELA ANNE HAMILTON
in the presence of:-

) *P. J. Amillia*
) *P A H*
)

Witness



~~Witness~~

HAYES & STORR
SOLICITORS
18/19 MARKET PLACE
FAKENHAM, NORFOLK
NR21 9BH

SIGNED AS A DEED by the said
JANET LEAH HARVEY
in the presence of:-

) *Janet Harvey*
) *J L H*
)

Witness *[Signature]*

Witness *[Signature]*

HAYES & STORR
SOLICITORS
18/19 MARKET PLACE
FAKENHAM, NORFOLK
NR21 9BH

Ask for : Mr P Courtier
Direct Dial : (01603) 430571
Fax : (01603) 430591
Date :

Application Number:
20040977

Pike Partnership
11 Hamilton Road
Cromer
Norfolk
NR27 9HL

Date of Decision:

Description: Demolition Of Existing House And Erection Of Nine Terraced Houses And Barn Conversion (Outline)

Location: 90 Hungate Street, Aylsham

Applicant: Mrs P Hamilton

Town & Country Planning Act 1990

The Council in pursuance of powers under this Act **GRANTS OUTLINE PLANNING PERMISSION** for the development referred to above in accordance with the submitted plans and application forms subject to the following conditions.

1. Approval of the details of the design of the buildings (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.
2. Application for approval of the reserved matters shall be made to the local planning authority before the expiration of three years from the date of this decision.
3. The development hereby permitted shall be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.
4. Prior to the commencement of development, details of all external materials to be used in the development shall be submitted to and approved in writing by the Local Planning Authority. Development shall then be constructed in accordance with the approved details.
5. Prior to the commencement of development, a plan indicating the position, height and construction of boundary fences, walls and hedges shall be submitted and approved in writing by the Local Planning Authority. The works shall be carried out in accordance with the approved details before the respective dwelling is occupied or within such period as may be specified in writing by the Local Planning Authority.
6. Notwithstanding the car parking details submitted with the application and shown on the approved plan, no development shall commence on site until such time as full details of

the surface of the driveway and parking areas have been agreed in writing with the Local Planning Authority. The works shall then be carried out in accordance with the approved details prior to the first occupation of the dwellings hereby permitted.

7. Notwithstanding the provisions of Schedule 2 Part 1 and Part 2 of the Town and Country Planning (General Permitted Development) Order 1995 or any order revoking and re-enacting that Order with or without modification, no buildings, walls, fences or other structures shall be erected within the site curtilage, nor alterations or extensions be made to the dwelling without the prior written approval of the Local Planning Authority.

The reasons for the conditions are:

1. To ensure the satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan and (RD) GS4 of the proposed Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
2. In accordance with Section 92 of the Town & Country Planning Act 1990.
3. In accordance with Section 92 of the Town & Country Planning Act 1990.
4. To ensure the satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan and (RD) GS4 of the proposed Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
5. To ensure the satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan and (RD) GS4 of the proposed Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
6. To safeguard the amenities of the adjacent residential properties in accordance with Policy GS3 of the Broadland District Local Plan and (RD) GS4 of the proposed Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
7. To ensure development appropriate for the area in accordance with the criteria specified within Policy GS3 of the Broadland District Local Plan and (RD) GS4 of the proposed Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.

The reasons for granting outline planning approval are:

This application has been considered against the development plan for the area, this being the Norfolk Structure Plan and Broadland District Local Plan. The policies particularly relevant to the determination of this application are GS3, ENV2, HOU4 and TRA4 of the Broadland District Local Plan.

Regard has also been given to the relevant policies in the proposed Broadland District Local Plan Replacement (version as agreed by Council for publication of the Revised Deposit) and some weight has been given to policies (RD)GS4, (RD)ENV2, (RD)HOU4 and (RD)TRA11. It is considered that the two rows of terraced houses are consistent with the existing terraces to the north and south of the application site. Consequently, the frontage development does not appear out of place within the street scene. Furthermore, the proposed barn conversion will not be visible from any public vantage point and the resultant dwelling is modest and visually unobtrusive. Therefore, it is considered that the visual impact of the proposed development within the general street scene is acceptable.

The proposed development will not result in any direct loss of sunlight or loss of privacy to neighbouring properties and the amenities of nearby residents will not be adversely affected. The proposal offers some improvements to the existing vehicular access to the site and the proposed development also represents an efficient use of land in accordance with PPG3. It is considered these factors outweigh the inadequacies of the visibility splays at the access to the site. The loss of the frontage trees is also necessary to enable improved visibility splays, but their loss is considered acceptable due to the fact that the lack of any significant vegetation along the site frontage is consistent with the urban character of the local area. As a result the development accords with the policies of the development plan and represents an acceptable form of development.

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INFORMATIVE

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1. The applicant's attention is drawn to the Environment Agency's advisory comments which are attached to this decision notice.
2. The applicant should be aware of the provisions of the Party Wall etc. Act 1996 before carrying out any of the works covered by this planning application. An explanatory booklet is available from the Planning Reception at Broadland District Council which sets out the rights and duties of the applicant in order to ensure that the Act is complied with. Alternatively you may wish to view a copy of the booklet on the following Website www.safety.odpm.gov.uk/bregs/walls.htm.

Signed

Mr M Derbyshire
Head of Planning and Conservation
Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU

**Commuted sum
due for off site
recreational
provision.**

Size of dwelling	Sites in rural areas	Market towns and villages	Norwich fringe parishes
1-bed	£1,939	£2,354	£2,946
2-bed	£1,939	£2,354	£2,946
3-bed	£2,909	£3,530	£4,418
4-bed	£2,909	£3,530	£4,418
5-bed and above	£3,878	£4,707	£5,891

Figures based on prices pertaining as at Aug'03.

Draft Supplementary Planning Guidance on Recreational Open Space.

1. Introduction

- 1.1 The District Council considers that new residential developments generate a requirement for outdoor playing space. This requirement ranges from small play areas with simple features for pre-school age children, through equipped play areas for older children to playing fields for young people and adults. When assessing these requirements the Council will use the standards set out in its local plan. Those standards are taken from widely accepted National Playing Fields Association (NPFA) standard of 2.4 hectares (6 acres) per 1000 people.

2. Policy

- 2.1 In terms of national planning policy the following are considered to be of particular relevance.
- 2.2 Planning Policy Guidance note (PPG) 1 General Policies and Principles. This PPG sets out the basic principles for local planning authorities as a framework for their decisions.
- 2.3 PPG17 published in July 2002 states that planning obligations (section 106 agreements) or conditions should be used "to remedy the local deficiencies in the quantity or quality of open space, sports or recreational provision." And that "standards for open space should be included in development plans." This guidance therefore states that local plans provide the appropriate content to inter alia, assess local needs for recreational facilities and ensure that provision is properly co-ordinated with other forms of development and other land-use policies.
- 2.4 The Sports and Recreation chapter of the Norfolk Structure Plan supports the provision of recreational open space. Policy SR1 states, inter alia, "Proposals for new or improved sporting facilities will be acceptable, subject to environmental and infrastructure considerations...". Paragraph 10.5 of the Structure Plan outlines the long term aim of providing every community with reasonable access to adequate and appropriate sports facilities.
- 2.5 Broadland District Local Plan sets out the District Council's aspiration to have sufficient recreational open space available to meet the NPFA minimum standard of 2.4 hectares per 1000 population. One of the local plan policies that work towards this aspiration is policy RL6. This policy requires developers of sites of five or more dwellings to make a contribution towards providing recreational open space to NPFA minimum standards. It is important to note that the standard applies to adults as well as children's play facilities.
- 2.6 Appendix 4 of the local plan gives more detail on the application of the policy. It outlines how new provision should accord with the overall open-space strategy for the particular locality. This includes, in some cases, meeting the policy requirement by making a payment in lieu of physical provision.
- 2.7 The basis for this approach is that relatively small developments are unlikely to trigger demand for the full range of provision but will have a cumulative effect. Therefore, the developers of such housing should contribute to the

overall provision that will benefit the occupants of the dwellings that they build.

- 2.8 This guidance outlines the level of contribution sought for provision in lieu of on site facilities and for maintenance of facilities provided, as well as for on site provision.

3. Playing Space Contributions

- 3.1 Contributions for maintenance and commuted payments are based on the cost of laying out and equipping typical areas. The level is based on the following assumptions:

LAP

Assumed to have an activity area of 100sqm in area (approximately 40 metres perimeter) and have a buffer zone of at least 5 meters

Fencing 1.2 m around the area

1 x bench

1 x gate

1 x bin

Dog grid

1 x static equipment

Surfacing, assumed to include initial surface and replacement surface after 10 years

Installation cost

Inspection costs

Adoption costs

Maintenance costs

LEAP

Assumed to be 400sqm (approximately 80 metres perimeter) and a buffer zone of at least 10 meters

Fencing 1.2 m around the area

1 x bench

1 x gate

1 x bin

Dog grid

Swings (two seat) and surfacing

Roundabout and surfacing

See Saw and surfacing

Multi area and surfacing

Play train and surfacing

All surfacing is assumed to include the initial surfacing and replacement after 10 years.

Installation cost

Inspection costs

Adoption costs

Maintenance costs

NEAP

Assumed to be 1000sqm (approximately 127 metres perimeter) with a buffer zone of at least 30 meters

Fencing 1.2 m around the area

2 x bench

2 x gate (1 single and 1 double)
2 x bins
Dog grid
Swings (two seat) and surfacing
Roundabout and surfacing
See Saw and surfacing
Multi area and surfacing x 2
Slide and surfacing
Kickabout Goal and surfacing
Installation cost
Inspection costs
Adoption costs
Maintenance costs

Detailed costings for the above and maintenance calculations are stated in a separate sheet, which is updated annually inline with inflation. The Council encourage early contact with planning control to get the latest costing update and to discuss the application in general.

4. Standards

- 4.1 The 2.4ha per 1000 population standard requires 24sqm for every person. Under the standard this 24 sqm is broken down into two elements. These elements are: 8sqm children's playing space and 16 sqm for outdoor sport.
- 4.2 The council has assumed the following occupancy rates for dwellings.
- 1 and 2 bedroom dwellings = 2 persons
 - 3 and 4 bedroom dwellings = 3 persons
 - 5 or more bedroom dwellings = 4 persons

In accordance with the council's policy these occupancy rates will give rise to the following land requirement for recreational open space.

- 1 and 2 bedroom dwellings, 48sqm (16 sqm children's play space, 32 sqm outdoor sport)
- 3 and 4 bedroom dwellings, 72sqm (24 sqm children's play space, 48 sqm outdoor sport)
- 5 or more bedroom dwellings 96sqm (32 sqm children's play space, 64 sqm outdoor sport)

5. Provision of Outdoor Playspace

- 5.1 The Council's standard looks for courts, greens and pitches to be provided to enable outdoor recreation for all age groups (from children to adults). The requirement for laying out such areas to be suitable for use for these activities varies according to the nature of the sport, for example laying a cricket wicket will have different requirements than a rugby pitch. Therefore in operating the Council's policy it will seek a basic standard of provision that will enable the operator to refine according to specific needs. The developer will be expected to provide an area in accordance with the nature of the development that is graded level, drained and seeded with grass. In addition there will be an inspection and adoption cost added to the provision. In smaller developments developers can meet this requirement by way of a commuted payment.

6. Provision of land

- 6.1 In larger developments provision will be expected to be provided on-site. In smaller developments some of the elements of the policy will not be appropriate as on-site facilities. In this case a developer can meet the policy by way of a commuted payment in lieu of on-site provision.
- 6.2 Calculating a sum for equipment can be done easily by a simple pro-rata scheme. However including an element to cover land acquisition is more problematic as land values vary across the district. For this reason each sum for land acquisition will be assessed on a case by case basis, taking into account local land values.
- 6.3 For commuted sums an assessment should be made at the time of the application for residential land acquisition costs of an area in order to fulfil the requirement for recreational open space in the same parish or sub set of parishes. This valuation would then take into account the local housing market and ensure the council would be able to purchase like for like. A residential land valuation is needed as realistically land developed for recreational open space will be within or adjoining a settlement limit and naturally will have a 'hope value' attached to it and in order to secure that land the Council will need to pay residential prices. It is suggested that the District Valuer at the developer's expense carry out land valuations.

7. Maintenance

- 7.1 In the case of off-site provision the developer will pay the adopting body a maintenance sum for 20 years. The council feels that this is a reasonable time period for a developer to contribute to funding an area of recreational open space.
- 7.2 In the case of smaller developments where the developer meets the requirements by way of a commuted payment it will include an element for 20 years maintenance.

8. Calculating provision

- 8.1 It is difficult to provide accurate worked examples of commuted payments as figures for equipment, installation and maintenance etc. will change over time. Instead of a worked example in the SPG, but in order to still give developers an idea of costings the council will produce every April an annual costings sheet for commuted sums.
- 8.2 If the council decides to accept a commuted payment from a developer then this will be calculated and index linked to the actual commencement on site rather than when the permission is given; as these may be several years of difference between them. Appropriate landscaping for LAPS, LEAPS and NEAPS will be an additional cost and calculated separately taking into account the individual circumstances of an application.
- 8.3 Please note that in these calculations the prices used are at mid 2002. There will be indexed with reference to (retail price index) to take account of inflation. These calculations also assume that for 1000 population the standard requires 8000 sqm for children's play (equating to four LAP's, two LEAP's and 0.4 of a NEAP). For outdoor sport the requirement is 1.6 hectares.

8.4 Where on-site provision is to be made a developer will be expected to enter a legal agreement that secures the appropriate provision (land and equipment).

8.7 For example in a development of 100 dwellings, 30 x 2 bed, 30 x 4 bed and 40 x 5 bed would equal

30 x 2 persons	60
30 x 3 persons	90
40 x 4 persons	160
Total	310

8.8 This would require the provision of 1.24 LAP's 0.62 of a LEAP and 0.12 of a NEAP. For outdoor sport the requirement would be for an area of 0.5 hectares. The nature of provision will be negotiated in each case. In this example the developer could meet the requirement for children's play by providing a LAP and one LEAP.

8.9 This Supplementary Planning Guidance does not cover the cost involved for the commuted sum on maintenance such as landscaping that may be required. Such costs are covered by a separate costings sheet provided by the District Council. The Council recommends early contact with Planning Control to discuss the application of this policy.