

THIS PLANNING OBLIGATION is made the Eleventh day of October 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 and HARVEY AND LEECH LIMITED whose Registered Office is situate at Common Lane North Beccles in the County of Suffolk (hereinafter called "the Owner") of the second part BARCLAYS BANK PLC of 54 Lombard Street in the City of London (hereinafter called "the Bank") of the third part and AYLSHAM PARISH COUNCIL (hereinafter called "the Parish Council") of the fourth 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 at Palmers Lane Aylsham in the County of Norfolk (hereinafter called "the Land") subject to the matters contained in the Charges Register of Title Number NK79072 but otherwise free from incumbrances
- (4) The Owner applied to the Council under reference number 90.2106 for planning permission for the development of the Land by the erection of twenty dwellings (hereinafter called "the Development")



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

- (a) a sum for the provision of new play facilities or the improvement of existing facilities (hereinafter referred to as "Provision Sum");
- (b) the associated maintenance costs in respect of such facilities for ten years (hereinafter referred to as "Maintenance Sum";
- (c) an inflation allowance;

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

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

(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 in the form of the draft planning permission annexed hereto subject (inter alia) to the Owner entering into a planning obligation on the terms and conditions hereinafter appearing

(8) The Council the Owner and the Bank have agreed subject to planning permission being granted in consequence of the aforesaid application 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 90.2106 and pursuant to the



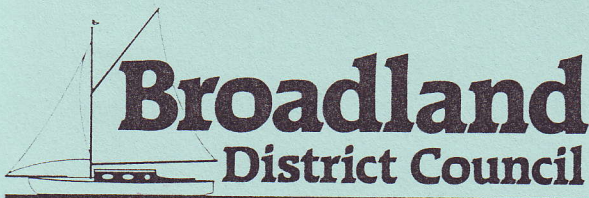
Aylsham

45/93 577

1 3 NOV 1990

Affidavit





PLANNING PERMISSION

Agent Name

DENCORA ARCHITECTS DEPT  
DENCORA HOUSE  
BLYBURGATE  
BECCLES  
SUFFOLK

Date of Receipt

16 NOV 90

Applicant's Name

HARVEY AND LEECH LTD  
COMMON LANE NORTH  
BECCLES  
SUFFOLK

Application No.

902106

Decision Date

21 MAY 93

Date

21 MAY 93

Description and Location of Development

15 HOUSES AND 5 BUNGALOWS

AT:- FORMER/BUILDERS MERCHANTS YARD, PALMERS LANE,  
AYLSHAM.

TOWN AND COUNTRY PLANNING ACT 1990

PERMISSION FOR DEVELOPMENT

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

15 HOUSES AND 5 BUNGALOWS

AT:- FORMER/BUILDERS MERCHANTS YARD, PALMERS LANE,  
AYLSHAM.

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. 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.



3. The proposed junction with Palmers Lane shall be formed with visibility splays as shown on the approved drawing No 7335/13.

4. No dwellings shall be occupied until the improvements to Palmers Lane as shown on the drawing No 7335/13 have been carried out to the satisfaction of the Local Planning Authority.

5. No work shall commence on site until such time as detailed plans of roads, footways, foul and "on site" surface water drainage have been submitted to and approved by the Local Planning Authority. The details of the surface treatment of all hard surfaced areas shall be specified for approval in the said plans.

6. 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.

7. 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.

8. Prior to the commencement of the development hereby permitted or within such a longer period as may specified by the Local Planning Authority a landscaping scheme including surfacing and boundary treatments shall be submitted to the Local Planning Authority for approval and shall be carried out to the satisfaction of the Local Planning Authority at the next available planting season.

9. 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.

10. 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 4 feet 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.

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.



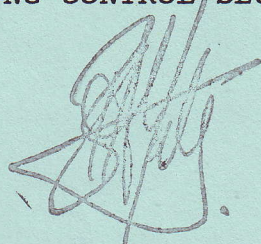
2. To ensure the satisfactory development of the site.
3. In the interests of highway safety.
4. In the interests of highway safety.
5. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
6. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
7. In the interests of highway safety.
8. To ensure the satisfactory development of the site.
9. To ensure the satisfactory development of the site.
10. To maintain as far as possible the appearance of the site and the retention of its natural features.

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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.





said Section 106 as amended the Owner and the Bank hereby severally COVENANT with the Council to pay to the Parish Council on the commencement of the Development the Play Space Sum in lieu of making provision of new play facilities on the Land as would otherwise be required to satisfy the Council's policy for children's play PROVIDED THAT the Bank shall only be personally liable hereunder when it is Mortgagee in possession of the Land

2. THE Council undertakes with the Owner that upon execution hereof and upon the Owner undertaking to pay to the Parish Council the Play Space Sum as aforesaid it will issue to the Owner the planning permission sought under application number 90.2106 in the form of the draft planning permission annexed hereto

3. THE Parish Council undertakes with the Owner that the Play Space Sum shall be applied for the provision of new play facilities or the improvement of existing facilities in the Parish of Aylsham

4. THE Parish Council hereby covenants with the Owner to make repayment to the Owner of the Play Space Sum plus interest at the rate of the Base Lending Rate from time to time of Barclays Bank PLC if the Parish Council fails to provide new play facilities or improve the existing facilities as aforesaid within five years of the date of receipt of the Play Space Sum

5. 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



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

7. 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 the Owner and the Bank have caused their respective Common Seals to be hereunto affixed 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

##### Provision Sum

As at 1st April, 1993 the sum of £120.90p per child bedspace on the Development. Child bedspaces to be calculated by subtracting one bedroom from the number of bedrooms in all dwellings with more than one bedroom (except those specifically designed and occupied by elderly persons or covered by an agreement to such). All rooms which are shown as bedrooms or could reasonably be used as such are to be counted

##### Maintenance Sum

A sum to be calculated by the proper officer of the Council to provide an equivalent of £12.30p per annum as at 1st April, 1993 per child bedspace on the Development multiplied by 10 years

##### Inflation Allowance

(a) By way of additional Provision Sum a sum bearing the same proportion to the Provision Sum as shall be borne by any



increase in the Index of Retail Prices during the month of payment of the Play Space Sum to the figure shown therein for the month of April, 1993

(b) 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, 1993

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

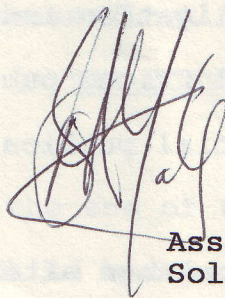
(ii) In the event of any change after the date hereof in the reference base used to compile the said Index the figure taken to be shown in the said Index after such change shall be the figure which would have been shown in the said Index if the reference base current at the date of execution hereof had 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 giving the information as soon to be available for the operation of this clause

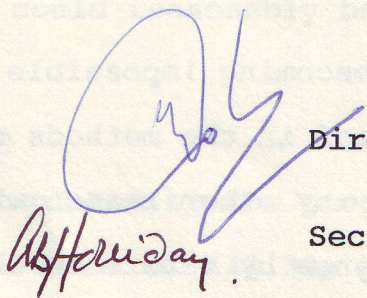
THE COMMON SEAL of BROADLAND )  
DISTRICT COUNCIL was hereunto )  
affixed in the presence of:- )



Assistant Chief Executive and  
Solicitor to the Council



THE COMMON SEAL of HARVEY AND )  
LEECH LIMITED was hereunto )  
affixed in the presence of:- )

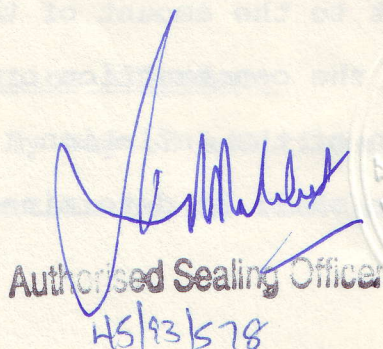


Director:

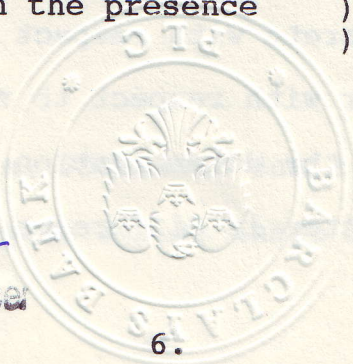
Secretary:



THE COMMON SEAL of BARCLAYS BANK PLC )  
was hereunto affixed in the presence )  
of:- )



Authorised Sealing Officer  
45/93/578





SIGNED SEALED AND DELIVERED by  
ROY EDWARD GOSTLING  
a Member of the Parish Council

R. E. Gostling

Maureen Reynolds  
Orchard Pyghne  
Coby Road  
Birmingham, Nottak NR117DY.  
Clerk to the Council.

SIGNED SEALED AND DELIVERED by  
THOMAS WHARTON BISHOP  
a Member of the Parish Council

Wharton Bishop

Maureen Reynolds  
Orchard Pyghne  
Coby Road  
Birmingham Nottak NR117DY.  
Clerk to the Council.



DATED

11<sup>th</sup> October

1993

BROADLAND DISTRICT COUNCIL

and

HARVEY AND LEECH LIMITED

and

BARCLAYS BANK PLC

and

AYLSHAM PARISH COUNCIL

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PLANNING OBLIGATION

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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 Land at Palmers Lane, Aylsham, Norfolk.

B.A.Yates,  
Director of Administration,  
Broadland District Council,  
Thorpe Lodge, Yarmouth Road,  
Thorpe St. Andrew,  
Norwich, NR7 ODU.

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