

DATED 23rd March 2006

BROADLAND DISTRICT COUNCIL (1)

and

NORFOLK COUNTY COUNCIL (2)

and

BROADLAND PRIMARY CARE TRUST (3)

and

JENNIFER ANN MANSER, THE
REVEREND PATRICK NEIL COGLAN, ^{PH} *PHC*
DR PAUL WORSLEY JAMES AND
REES TEMPLE COGLAN MBE ^{PH} *PHC*
(TRUSTEES OF THE AYLSHAM AND
DISTRICT CARE TRUST) (4)

and

WHERRY HOUSING ASSOCIATION
LIMITED (5)

PLANNING OBLIGATION
BY WAY OF AGREEMENT
pursuant to Section 106 of the Town and
Country Planning Act 1990 and Section
111 of the Local Government Act 1972
relating to Land at St Michael's Hospital
Cawston Road Aylsham Norfolk

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THIS DEED is made on 23rd March 2006 BETWEEN:

(1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich NR7 0DU (“the Council”); and

(2) **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich NR1 2DH (“the County Council”); and

(3) **BROADLAND PRIMARY CARE TRUST** of Sapphire House Roundtree Way Norwich NR7 8SS (“Broadland”); and

(4) **JENNIFER ANN MANSER, THE REVEREND PATRICK NEIL COGLAN, DR PAUL WORSLEY JAMES AND REES TEMPLE COGLAN MBE** (TRUSTEES OF THE AYLSHAM AND DISTRICT CARE TRUST) all of 121 Norwich Road Aylsham Norfolk (“Aylsham”); and

(5) **WHERRY HOUSING ASSOCIATION LIMITED** of ~~Anglia House 6 Central Avenue St Andrews Business Park Thorpe St Andrew Norwich NR7 0HR~~ (“Wherry”) 1-7 CORSICA STREET, LONDON, NS 7JG

WHEREAS:

(A) The Council is the Local District Planning Authority for the purposes of the 1990 Act for the area within which the Site is situated and is the Local Planning Authority by whom the planning obligations contained in this deed and particularly in Parts 1, 2, 3, 4, 5, 6 and 10 of Schedule 2 to this deed are enforceable.

(B) The County Council is a local planning authority within the meaning of the 1990 Act and the highway authority and education authority for the area within which the Site is situated and is the Local Planning Authority by whom the planning obligations contained in this deed and particularly in Parts 7, 8 and 9 of Schedule 2 to this deed are enforceable.

(C) Broadland is the owner of an estate in fee simple of the PCT Land.

(D) Aylsham is the owner of an estate in fee simple of the ACT Land.

- (E) Wherry is a registered social landlord within the meaning of Part I of the Housing Act 1996.
- (F) Broadland, Aylsham and Anglia Housing Group Limited have jointly submitted the Application for permission to develop the Site.
- (G) The Council is minded to grant conditional planning permission for the Development pursuant to the Application subject to the conditions specified in the Permission and subject to the completion of this deed of planning obligations.

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

- 1.1 In this deed unless the context otherwise requires the following terms and expressions shall have the following meanings:

“the ACT Land” means the land owned by Aylsham which is hatched on the Plan and described in Schedule 1;

“Adjustment Agreement” means an agreement of even date with this deed between Broadland and the Council;

“Affordable Housing” means housing of a type which, having regard to its rent or other consideration, is suitable for occupation by people who are Qualifying Occupiers and is owned or managed by the Registered Social Landlord, which include thirty (30) Housing with Care Units for older persons and the tenure of which, in relation to the Affordable Housing which is not Housing with Care Units, is as set out at Appendix 5;

“Affordable Housing Land” means the land to be utilised for the construction of the Affordable Housing Units in accordance with the provisions of the Affordable Housing Scheme;

“Affordable Housing Units” means 35% (thirty-five per cent) of the Residential Units which are to be constructed or provided on the Site as part of the Development and which are to be made available for occupation by Qualifying Occupiers;

“Application” means the planning application for outline planning permission (save for access) relating to the Site dated 24 August 2004 submitted to the Council and registered under ref. no. 20041383 relating to the Development;

“Children’s Play Space Area” means an equipped play area to no less standard than a LEAP standard in close proximity to the Community Centre;

“Commuted Sum” means the sum of £50,000 as Index-linked pursuant to clause 8;

“Community Centre” means a community facility building with an overall gross internal floor area of no less than 470 metres square or thereabouts with ancillary access and parking to be owned and operated by Aylsham or controlled by Aylsham and to be constructed on the Site;

“Development” means the redevelopment of the Site for mixed use to include a maximum of 200 Residential Units (including Housing with Care and change of use of a Grade II listed building from hospital use (Class C2) to residential use (Class C3)) healthcare uses, a community centre, access and open space;

“Education Contribution” means the sum of £360,000 (together with the sum of £4,203 for each Residential Unit being a house having two or more bedrooms and £2,102 for each Residential Unit being a flat or apartment having two or more bedrooms in excess of 200 which is the subject of any planning permission or reserved matters approval for the Site) as Index-linked pursuant to clause 8;

“Free Market Dwellings” means the dwellings to be constructed or provided on the Site pursuant to the Development that are not Affordable Housing Units;

“Highway Contribution” means the sum of £37,500 (together with the sum of £37.50 for each Residential Unit in excess of 200 which is the subject of any planning permission or reserved matters approval for the Site) Index-linked pursuant to clause 8;

“Housing with Care Units” means either:

- (a) Residential Units which comprise housing and support for older people where the level of care adjusts to reflect the changing needs of the residents; or

(b) Residential Units for older persons with associated care services;

“Implementation” means implementation of the Permission by the carrying out of a material operation pursuant to section 56(4) of the 1990 Act comprised in the Development save for the following matters which shall not constitute a material operation and consequently shall not individually or together constitute Implementation:

enabling works, demolition, site clearance, exploratory boreholes, operations permitted by the Town and Country Planning General Permitted Development Order 1995 or any amendment or replacement thereof, construction of temporary construction accesses, archaeological investigations and digs;

“Library Contribution” means the sum of £2,500 (together with the sum of £50 for each Residential Unit in excess of 200 which is the subject of any planning permission or reserved matters approval for the Site) as Index-linked pursuant to clause 8;

“Local Lettings Policy” means the order in which Affordable Housing is to be allocated locationally and which is set out under the title “Local Lettings Policy – Affordable Housing” at Appendix 2 to this deed;

“Off Site Affordable Housing Commuted Sum” means the sum of three hundred thousand pounds (£300,000) as Index-linked pursuant to clause 8 and adjusted (if necessary) in accordance with the Adjustment Agreement;

“Open Market Value” means the best price at which the sale of the relevant dwelling might reasonably be expected to have been completed unconditionally for cash consideration assuming (i) a willing seller and a willing buyer, (ii) a reasonable period for the proper marketing of the relevant dwelling and for the agreement of the price and terms for completion of the sale, and (iii) that the relevant dwelling may be used for open market housing and is not restricted to use as Affordable Housing and is unencumbered by mortgage;

“the PCT Land” means the land owned by Broadland which is cross-hatched on the Plan and described in Schedule 1;

“Permission” means an outline planning permission (save for access) for the Development subject to conditions to be issued by the Council pursuant to the Application incorporating conditions in or substantially in the form of the draft permission annexed to this deed at Appendix 1;

“Plan” means the red line plan attached to this deed and headed “Section 106 Agreement Plan”;

“Public Open Space” means the area comprising 3.1 hectares or thereabouts of scrub, grass and woodland within the Site (but excluding the areas which comprise the roads and proposed access roads) as shown hatched on the Public Open Space Plan, which area is to include an informal children’s play area or other public recreational facility such as a “fit trail”;

“Public Open Space Plan” means the plan attached to this deed and entitled “Public Open Space Plan”;

“Qualifying Occupiers” means in relation to any person housed or proposed to be housed in an Affordable Housing Unit (i) a person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining (which in relation to prospective occupiers of Shared Equity Dwellings and Shared Ownership Dwellings means purchasing) on the open market housing accommodation locally which is reasonably adequate for their needs contained in the Council’s policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) and ranked in accordance with the Local Lettings Policy or (ii) where such persons have been exhausted, any person on the Broadland Housing Register that Wherry or any Registered Social Landlord owning or managing the Affordable Housing Units is entitled to house within its rules or (iii) in the case of Shared Ownership Dwellings and Shared Equity Dwellings only, where such persons have been exhausted, any other person living or working in or with a need to move to the administrative area of firstly Broadland District Council, secondly North Norfolk District Council and thirdly South Norfolk District Council or Norwich City Council, in accordance with the Registered Social Landlord’s then current Shared Ownership Dwellings disposal and sale policies;

Angela House

P. Harris

R. Jones

New Quay

Section 106 Agreement Plan
St Michael's Hospital
Aylsham



CHIEF EXECUTIVE

very S.V.



Jonny Mausos

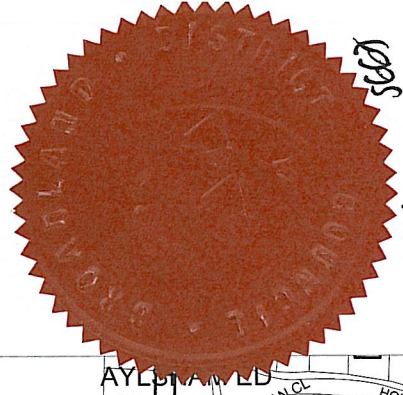
P. D. Han

Public Open Space Plan
St Michael's Hospital
Aylsham

Reed T. Coglan

P. J. Jones

Neil Taylor



Chief Executive

CHIEF EXECUTIVE

Jonny S. D.



Ordnance Survey

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“Registered Social Landlord” means Wherry PROVIDED THAT in the event that Wherry certify to the Council and the parties hereto that they are unwilling or unable to meet their obligations under this Agreement, it means another Registered Social Landlord (within the meaning of the Housing Act 1996 or any statutory re-enactment or modification thereof) that has been approved by the Council in advance in writing;

“Rental Dwellings” means Affordable Housing Units to be let for a rent not exceeding Housing Corporation target rents (or if such targets cease to be set such other measure of affordable rents as the Council shall reasonably determine having regard to Housing Corporation Regulations and Policy and/or Government guidelines) and to be let by or on behalf of a Registered Social Landlord;

“Residential Unit” means a self-contained house, bungalow or flat;

“Shared Equity Dwellings” means Affordable Housing Units which are disposed of at a premium by way of shared ownership lease or otherwise whereby 80% (eighty per cent) on first purchase of the value of the equitable interest in the Affordable Housing Unit is paid for by the disponent upon completion of such disposition and which shall include arrangements limiting the equitable interest which the disponent or any successor in title of the disponent shall be entitled to own in the Affordable Housing Unit to a maximum of 80% (eighty per cent);

“Shared Ownership Dwellings” means Affordable Housing Units which are let or sub-let on a Shared Ownership Lease.

“Shared Ownership Lease” means a lease or sub-lease of an Affordable Housing Unit granted at a premium whereby up to a maximum of 50% (fifty per cent) on first purchase of the value of the equitable interest in the Affordable Housing Unit is paid by the tenant or sub-tenant upon completion of such lease or sub-lease and which lease or sub-lease shall include arrangements enabling him to acquire up to 80% (eighty per cent) of the equitable interest in the Affordable Housing Unit at some future date or dates;

“Site” means the area of land, the subject of the Application, edged red on the Plan and described in Schedule 1;

“**1990 Act**” means the Town and Country Planning Act 1990 (as amended by section 12 Planning and Compensation Act 1991).

1.2 Unless inconsistent with the context or subject matter, clause or paragraph in which the expression appears:

1.2.1 The expressions “**Council**” “**County Council**” “**Broadland**” and “**Aylsham**” shall include those deriving title under them and their respective successors in title and assigns.

1.2.2 Titles and headings to the clauses and paragraphs in this deed and its schedules are for convenience only and shall not be construed in or affect the interpretation of this deed.

1.2.3 Any references to a particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any regulations or orders made in pursuance of it.

1.2.4 The expression “**Wherry**” shall include any other registered social landlord which is a member of the same Circle Anglia Group as Wherry.

1.2.5 Any covenant by Broadland and Aylsham not to do an act or thing shall be deemed to include any obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

2 Statutory Powers

2.1 This deed is made pursuant to section 111 of the Local Government Act 1972, section 106 of the 1990 Act and all other enabling powers and obligations undertaken herein by Broadland and Aylsham are planning obligations for the purposes of the 1990 Act and are enforceable by the Council and County Council.

2.2 Nothing contained or implied in this deed shall prejudice or affect the rights, powers, duties and obligations of the Council or the County Council in the exercise of their respective statutory functions and the rights powers duties and obligations under all

public and private statutes bylaws and regulations may be as fully and effectively exercised as if the Council or the County Council were not a party to this Agreement.

3 Commencement

3.1 Except as provided below at clause 3.2, the entry into force of the provisions of this deed (other than this clause 3 and clause 10) is conditional upon:

3.1.1 the Permission being duly granted;

3.1.2 Implementation.

3.2 The obligations at paragraph 1 of Part 1, Part 6, Part 7 and Part 10 of Schedule 2 shall come into force upon the Permission being duly granted.

4 Covenants by Broadland

4.1 Broadland hereby covenants with the Council that it shall carry out and comply with the restrictions provisions and obligations on its part contained in this deed and in particular contained in Parts 1 to 6 inclusive and Part 10 of Schedule 2.

4.2 Broadland hereby covenants with the County Council that it shall carry out and comply with the restrictions provisions and obligations on its part contained in this deed and in particular contained in Parts 7 to 9 inclusive of Schedule 2.

5 Covenants by Aylsham

5.1 Aylsham hereby covenants with the Council that it shall carry out and comply with the restrictions provisions and obligations on its part contained in this deed and in particular contained in Parts 1 to 6 inclusive and Part 10 of Schedule 2.

5.2 Aylsham hereby covenants with the County Council that it shall carry out and comply with the restrictions provisions and obligations on its part contained in this deed and in particular contained in Parts 7 to 9 inclusive of Schedule 2.

6 Covenants by the Council

The Council hereby covenants with the Broadland and Aylsham that the Council will carry out and comply with the restrictions provisions and obligations contained in Schedule 3.

7 Covenants by the County Council

The County Council hereby covenants with the Broadland and Aylsham that the County Council will carry out and comply with the restrictions provisions and obligations contained in Schedule 4.

8 Index-linking of Payments

8.1 Subject to clause 8.2 any sum to be paid pursuant to Schedule 2 to this deed shall be increased by reference to the change in the Royal Institution of Chartered Surveyors' Building Cost Information Service All-In Tender Price Index ("**the Index**") from the date of this deed until the date such sums are paid.

8.2 If there shall be no such Index at any time during the period from the date of this deed until the said sums are paid or the increase shall for any other reason be incapable of ascertainment then the payment shall be increased by such a sum as shall be determined by an independent Chartered Surveyor as being the sum to which its payment would have been increased had there been an Index at the time on which the relevant calculation should have been applied.

9 Registration as Local Land Charge

It is hereby agreed and declared between the parties hereto that this deed shall forthwith be registered as a local land charge for the purposes of the Local Land Charges Act 1975

10 Costs of this deed

Prior to the completion of this deed Broadland shall pay the reasonable legal costs of the Council and the County Council, reasonably incurred, in connection with the preparation negotiation and completion of this deed.

11 Successors in title

- 11.1 This deed shall be enforceable against Broadland and Aylsham in relation only to the land which they respectively own and any person for the time being deriving title from Broadland or Aylsham as provided in section 106(3) of the 1990 Act but in accordance with Section 106(4) of the 1990 Act neither Broadland nor Aylsham nor any person deriving title from Broadland or Aylsham shall have any further liability under this deed (but without prejudice to the rights of the Council or County Council in respect of any antecedent breach) in respect of any period during which Broadland or Aylsham respectively (or as the case may be such other person) no longer has an interest in the relevant land PROVIDED THAT “interest in the relevant land” shall exclude (i) mortgagees not in possession and (ii) the benefit of restrictive covenants and easements.
- 11.2 This deed shall not be enforceable against owner-occupiers or tenants of Residential Units constructed pursuant to the Permission nor against those deriving title from them save (and subject to paragraph 7 of Part 1 to Schedule 2) that the obligations contained in paragraphs 4 and 5 of Part 1 to Schedule 2 shall be enforceable against the owners/occupiers and/or tenants of Affordable Housing Units.
- 11.3 This deed shall not be enforceable against Wherry or Wherry’s successors in title save (and subject to paragraph 7 of Part 1 to Schedule 2 and subject to Wherry owning the Affordable Housing Land) that the obligations contained in paragraphs 1, 2, 4, 5 and 6 of Part 1 to Schedule 2 shall be enforceable against Wherry and its successors in title and assigns.

12 Dispute Provisions

- 12.1 Without prejudice to the other rights of Broadland and Aylsham where any dispute or difference shall arise between any two or more of the parties to this deed regarding the withholding or the giving upon terms of any consent or the exercise of any planning discretion by the Council any party to such dispute or difference shall be entitled to have the matter referred to the determination of an expert planning and development surveyor (“**the appointed expert**”) having not less than ten years’ relevant experience in the field of the matter in dispute and being a member of the Royal Institution of Chartered Surveyors the identity of such person in default of

agreement being an appointment made on the application of any party to such dispute at any time by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

12.2 The appointed expert shall:

12.2.1 afford to each of the parties to the dispute an opportunity to make representations to him in writing and if he/she so directs submissions upon one another's representations;

12.2.2 be entitled to stipulate the periods of time for the making of such representations as is reasonable in the circumstances;

12.2.3 be bound to have regard to such representations;

12.2.4 have the power of making directions as to the responsibility for the costs of his/her award;

12.2.5 in the making of his/her award not be liable save to the extent in law as provided in relation to the decisions of an expert; and

12.2.6 make awards which are final and conclusive as between the parties to such dispute (except that such awards shall not remove the parties' rights of appeal on matters of law);

12.2.7 be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function such fresh appointee to be appointed in the manner prescribed in sub-clause 12.2 of this clause 12.

12.3 This clause 12 shall not apply to the payment of any liquidated sum under this deed.

13 Further Planning Permissions

Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Permission granted (whether or not on appeal) after the date of this deed.

14 Revocation of Permission

If the Permission is cancelled revoked or otherwise withdrawn or (without the consent of Broadland and Aylsham) it is modified by any statutory procedure or expires before it has been implemented this deed shall cease to have effect.

15 Third party rights

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

16 Service of Notices

16.1 Any notice request or demand served by a party pursuant to this deed must be in writing.

16.2 A party may serve such a notice request or demand by post or facsimile transmission and if so electing must use the address or facsimile number of the relevant recipient as set out below or such other address or facsimile number as may be notified in accordance with this clause 16 and mark the letter or facsimile for the attention of the appropriate person:

16.2.1 where the Council is the recipient: Broadland District Council

Address: Thorpe Lodge Yarmouth Road Norwich NR7 ODU

Attention: The Strategic Director (Community Services)

16.2.2 where the County Council is the recipient: Norfolk County Council

Facsimile Transmission: 01603 228999

Address: County Hall Martineau Lane Norwich NR1 2DH

Attention: Head of Law

16.2.3 where Broadland is the recipient: Broadland Primary Care Trust

Facsimile Transmission: 01603 481681

Address: Sapphire House Roundtree Way Norwich NR7 8SS

Attention: Mr John Harris/Mr Mark Taylor

16.2.4 where Aylsham is the recipient: Aylsham Care Trust

Facsimile Transmission: 01263 731720

Address: Holly's Green Unicorn Yard Aylsham Norfolk NR11 6AN

Attention: Mrs J Manser

16.2.5 where Wherry is the recipient: Wherry Housing Association Limited

Facsimile Transmission: 01603 700404

Address: Anglia House 6 Central Avenue St Andrews
Business Park Thorpe St Andrew Norwich NR7 0HR

Attention: Mr Jerry Harkness

16.3 Any notice to be served in accord with this deed shall be validly served in accordance with Section 196 of the Law of Property Act 1925.

17 **Waiver**

No waiver (whether express or implied) by the Council or the County Council of any breach or default by Broadland or Aylsham in performing or observing any of the terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by Broadland or Aylsham.

18 **Payment of Interest**

Broadland and Aylsham shall pay interest at the rate of 3% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this deed in the event of late payment for the period from the date the monies should have been paid to the date the money is received by the Council or the County Council, as the case may be.

19 Consents and approvals

Wherever the consent or approval of any party is required under the terms of this deed it shall not unreasonably withhold or delay the consent or approval.

20 VAT

20.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly payable.

20.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed, then to the extent that VAT has not previously been charged in respect of that supply, the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

Schedule 1

(The Site)

- 1 The Site means the land comprising 9.43 hectares situated at St Michael's Hospital, off Cawston Road, Aylsham, Norfolk, as is shown for identification purposes only edged red on the Plan which is registered at the Land Registry under title numbers NK305428, NK328852 and NK286451 which comprise the PCT Land and the ACT Land.
- 2 The PCT Land means the land cross-hatched on the Plan which is registered at the Land Registry under title numbers NK305428 and NK328852.
- 3 The ACT Land means the land hatched on the Plan which is registered at the Land Registry under title number NK286451.

Schedule 2

(Covenants by Broadland and Aylsham)

Part 1

Affordable Housing

- 1 Not to commence development on the Site pursuant to the Permission until a scheme for the provision and long-term management of the Affordable Housing Units has been submitted to and approved by the Strategic Director (Community Services) of the Council ("**the Affordable Housing Scheme**") which Scheme for the avoidance of doubt shall deal with and include the location of the Affordable Housing within the Site, the percentage breakdown of Rental Dwellings, Shared Ownership Dwellings and Shared Equity Dwellings to be provided and upon approval such Scheme shall be deemed to be incorporated into the provisions of this deed.
- 2 Upon approval of the Affordable Housing Scheme by the Council to implement the Affordable Housing Scheme as approved and in accordance with the provisions contained in the Affordable Housing Scheme.
- 3 Not to occupy or permit the occupation of more than 100 Free Market Dwellings on the Site until such time as all the Affordable Housing Units comprised within the Development have been constructed and are ready for occupation and transferred to the Registered Social Landlord.
- 4 Not to use the Affordable Housing Units for any purpose other than Affordable Housing.
- 5 The Affordable Housing Units shall not be occupied other than by Qualifying Occupiers.
- 6 The Registered Social Landlord shall not dispose of its interest in the freehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord.

- 7 Paragraph 2 above (after all the Affordable Housing Units comprised within the Development have been constructed and transferred to the Registered Social Landlord) and paragraphs 4, 5 and 6 above shall not be binding upon any mortgagee lawfully exercising its power of sale in relation to the Affordable Housing Units or part thereof nor any receiver or manager (including an administrative receiver) for such mortgagee and shall cease to apply to any of the Affordable Housing Units where the Registered Social Landlord shall be required to dispose of such Units pursuant to a right to buy under Part 5 of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or shall be required to sell a further and/or final tranche of equity in relation to a Shared Ownership Dwelling or a Shared Equity Dwelling.
- 8 The following paragraphs apply in respect of the transfer of Affordable Housing Units.
- 8.1 Under the transfer of any Affordable Housing Unit or the Affordable Housing Land to the Registered Social Landlord such transfer shall be free from incumbrances including financial charges save for (i) those incumbrances which exist at the date hereof and (ii) reasonable contributions to shared services and facilities where required and the transfer shall contain (inter alia) a grant in favour of the Registered Social Landlord of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units and reservations of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development.
- 8.2 No such transfer shall take place unless at the date of such transfer there shall exist completed infrastructure services (at no cost to the Registered Social Landlord) including the provision of foul and surface water drainage, vehicular and pedestrian access (to wearing course) and all appropriate service conduits which are either to be adopted or linked to the Affordable Housing Land with adopted services and provision for connection points at the boundary of the Affordable Housing Land in positions reasonably requested by the Registered Social Landlord.

Part 2

Community Centre

- 1 To provide the Community Centre in accordance with the remainder of this Part 2 of Schedule 2.
- 2 The precise dimensions, layout and means of access and servicing of and for the Community Centre will be undertaken in accordance with detailed designs to be agreed with the Council in the course of the submission for approval of reserved matters pursuant to the terms of the Permission and in accordance with a programme to be agreed between the parties.
- 3 Notwithstanding the above paragraph, to procure that the Community Centre building (including associated car park) will be substantially completed in a good and workmanlike manner and available for use not later than occupation of the 100th Residential Unit on the Site.
- 4 To procure that the Community Centre is operated by Aylsham for the benefit of the public.

Part 3

Public Open Space

- 1 Not to occupy or allow to be occupied more than fifty (50) Residential Units until the Public Open Space has been laid out to the satisfaction of the Council in accordance with detailed plans and a Scheme to be submitted to and approved by the Council.
- 2 Not later than two months following the laying out of the Public Open Space to serve notice on Aylsham Town Council and the Council (the Inspection Notice) which Inspection Notice shall extend to the Town Council and the Council an invitation to inspect the area of Public Open Space jointly with Aylsham and Broadland's representatives and to make observations and a joint written representation thereon which representation shall be sent to Aylsham and Broadland within fourteen days of the said inspection following which Aylsham and Broadland shall remedy any act or

take appropriate steps as soon as reasonably possible to give effect to the representation.

- 3 Upon the laying out of the Public Open Space to maintain and upkeep the same at their own cost for a period of twelve months to the satisfaction of the Council and in accordance with any representations made in Clause 2 above.
- 4 Not earlier than six months but not later than eight months following the laying out of the Public Open Space to serve notice on the Town Council (the Public Open Space Notice) offering to transfer the Public Open Space to the Town Council to include the terms and conditions set out in Appendix 3 hereto PROVIDED THAT if the Town Council has not entered into a transfer of the Public Open Space within three months of receipt of the said Notice then to serve the Public Open Space Notice on the Council offering to transfer the Public Open Space to the Council to include the terms and conditions set out in Appendix 3 hereto.
- 5 Upon any transfer of the Public Open Space or any part thereof to the Town Council or the Council (as the case may be) such transfer shall be in a form acceptable to and approved by the parties thereto and shall contain (inter alia) the provisions contained in Appendix 3.
- 6 Upon completion of the transfer referred to in paragraph 5, above, to pay to the Council or to the Town Council at the Council's direction, the Commuted Sum (unless it has already been paid to the Council or the Town Council in respect of the Children's Play Space Area).

Part 4

Children's Play Space Area

- 1 To reserve an area within the Site of 400 metres square or thereabouts upon which it will provide a Children's Play Space Area in accordance with the remaining provisions of this Part 4 of Schedule 2.
- 2 Not to occupy or allow to be occupied more than one hundred (100) Residential Units until the Children's Play Space Area has been laid out to the satisfaction of the

Council in accordance with detailed plans and a Scheme to be submitted to and approved by the Council.

- 3 Not later than two months following the laying out of the Children's Play Space Area to serve notice on Aylsham Town Council and the Council (the Inspection Notice) which Inspection Notice shall extend to the Town Council and the Council an invitation to inspect the area of Children's Play Space Area jointly with Aylsham and Broadland's representatives and to make observations and a joint written representation thereon which representation shall be sent to Aylsham and Broadland within fourteen days of the said inspection following which Aylsham and Broadland shall remedy any act or take appropriate steps as soon as reasonably possible to give effect to the representation.
- 4 Upon the laying out of the Children's Play Space Area to maintain and upkeep the same at their own cost for a period of twelve months to the satisfaction of the Council and in accordance with any representations made in Clause 3 above.
- 5 Not earlier than six months but not later than eight months following the laying out of the Children's Play Space Area to serve notice on the Town Council (the Children's Play Space Area Notice) offering to transfer the Children's Play Space Area to the Town Council to include the terms and conditions set out in Appendix 4 PROVIDED THAT if the Town Council has not entered into a transfer of the Children's Play Space Area within three months of receipt of the said Notice then to serve the Children's Play Space Area Notice on the Council offering to transfer the Children's Play Space Area to the Council to include the terms and conditions set out in Appendix 4.
- 6 Upon any transfer of the Children's Play Space Area or any part thereof to the Town Council or the Council (as the case may be) such transfer shall be in a form acceptable to and approved by the parties thereto and shall contain (inter alia) the provisions contained in Appendix 4.
- 7 Upon completion of the transfer referred to in paragraph 6, above, to pay to the Council or to the Town Council at the Council's direction, the Commuted Sum (unless it has already been paid to the Council or the Town Council in respect of the Public Open Space).

Part 5

Recycling

Prior to occupation of the fifty-first Residential Unit to provide facilities at the Development to collect cans, plastic, paper, clothes and glass waste for recycling.

Part 6

Phasing

Prior to Implementation to submit to and have approved by the Council a programme of works indicating the phasing of the Development (which for the avoidance of doubt will also include the conversion of the Listed Buildings) and thereafter to carry out and complete the Development in accordance with that programme, subject to any amendments agreed by the Council.

Part 7

Highway Contribution

To pay to the County Council £7,500 of the Highway Contribution prior to Implementation of the Development and the balance of the Highway Contribution before first occupation of any Residential Unit to be constructed upon the Site in accordance with the Permission.

Part 8

Education Contribution

- 1 To pay to the County Council one-half of the Education Contribution before first occupation of the 51st (fifty-first) Residential Unit to be built upon the Site pursuant to the Permission.
- 2 To pay to the County Council the remaining one-half of the Education Contribution before first occupation of the 151st (one hundred and fifty-first) Residential Unit to be built upon the Site pursuant to the Permission.

Part 9

Library Contribution

To pay to the County Council the Library Contribution before first occupation of any Residential Unit to be constructed upon the Site in accordance with the Permission.

Part 10

Off Site Affordable Housing Commuted Sum

To pay to the Council the Off Site Affordable Housing Commuted Sum within seven days of completion of the sale, transfer or conveyance of the Site or any part thereof after the date of this Agreement or within two months of Implementation, whichever is the earlier.

Schedule 3

(Covenants by the Council)

1 Compliance

The Council will upon request and subject to payment of its reasonable and proper professional charges in connection with certification certify compliance or partial compliance as appropriate with the provisions hereof and if required by Broadland and Aylsham in equal parts will execute a Deed of Release (or partial release) from the relevant provision of this deed and procure that a note thereof shall be entered on the Local Land Charges Register.

2 Application of the Commuted Sum

Following receipt of the same the Council shall apply and appropriate or procure the application and appropriation of the Commuted Sum towards the costs of maintaining the Public Open Space and the Children's Play Space Area and for no other purpose.

3 Consent

Where in Schedule 2 a matter is subject to the consent of the Council the Council shall not unreasonably withhold its consent.

4 Off Site Affordable Housing Commuted Sum

The Council shall place the Off Site Affordable Housing Commuted Sum in an interest-bearing account and shall apply it within ten years of receipt solely towards the provision or maintenance of Affordable Housing in the Parish of Aylsham or within the administrative area of the Council. Any part of the Off Site Affordable Housing Commuted Sum not so applied within such time period shall be returned by the Council to the payer together with any accrued interest thereon.

Schedule 4

(Covenants by the County Council)

1 Compliance

The County Council will upon request and subject to payment of its reasonable and proper professional charges in connection with certification certify compliance or partial compliance as appropriate with the provisions hereof and if required by Broadland and Aylsham in equal parts will execute a Deed of Release (or partial release) from the relevant provision of this deed and procure that a note thereof shall be entered on the Local Land Charges Register.

2 Application of the Highway Contribution

The County Council shall apply and appropriate the Highway Contribution towards the cost of providing a 1.8 metre wide footway link along Cawston Road between Jewel's Lane and the existing eastern access to the Site (estimated at £7,500) and the balance towards measures (to be agreed with Aylsham Town Council) to improve walking and cycling in Aylsham (estimated at £30,000) and for no other purpose. Any part of the Highway Contribution not spent for such purpose within 10 (ten) years of its payment to the County Council shall be returned to the payer with interest at the Local Authority Seven-Day Rate from time to time.

3 Application of the Education Contribution

The County Council shall apply and appropriate the Education Contribution towards the cost of improving educational facilities serving the occupants of the Development and for no other purpose. Any part of the Education Contribution not spent for such purpose within 10 (ten) years of its payment to the County Council shall be returned to the payer with interest at the Local Authority Seven-Day Rate from time to time.

4 Application of the Library Contribution

The County Council shall apply and appropriate the Library Contribution towards the cost of providing library services in light of the need created by the Development and for no other purpose. Any part of the Library Contribution not spent for such purpose

within 10 (ten) years of its payment to the County Council shall be returned to the payer with interest at the Local Authority Seven-Day Rate from time to time.

Executed as a deed by affixing the common)
seal of **BROADLAND DISTRICT**)
COUNCIL in the presence of:)

CHB 41

CHIEF EXECUTIVE



Executed as a deed by affixing the common)
seal of **NORFOLK COUNTY COUNCIL** in)
the presence of:

Keith Munn

Head of Law



Executed as a deed by affixing the common)
seal of **BROADLAND PRIMARY CARE**)
TRUST in the presence of:)

John Ham

Authorised signatory

Andrew Taya

Authorised signatory



Signed by **JENNIFER ANN MANSER** as
a deed in the presence of:

) JAM Manser
)

Witness' signature:

P. J. A. Lewis
.....

Witness' name:

Witness' address:

2, LARMAN'S CROSS
SANDWICH
NR9 3JB
CONSULTANT
.....

Witness' occupation:

Signed by **THE REVEREND PATRICK**
NEIL COGLAN as a deed in the presence
of:

AVE

) P. N. Cogle
)

Witness' signature:

P. J. A. Lewis
.....

Witness' name:

Witness' address:

2, LARMAN'S CROSS
SANDWICH
NR9 3JB
CONSULTANT
.....

Witness' occupation:

Signed by **DR PAUL WORSLEY JAMES**)
as a deed in the presence of:)

[Signature]

Witness' signature:

Witness' name:

Witness' address:

Witness' occupation:

[Signature]

P. J. A. Lewis

2, WARMAN'S CLOSE

SANDBURGH

NR9 3JB

CONSULTANT

Signed by **REES TEMPLE COGLAN^H**)
MBE as a deed in the presence of: *[Signature]*)

[Signature]

Witness' signature:

Witness' name:

Witness' address:

Witness' occupation:

[Signature]

P. J. A. Lewis

2, WARMAN'S CLOSE

SANDBURGH

NR9 3JB

CONSULTANT

Executed as a deed by affixing the common)
seal of **WHERRY HOUSING**)
ASSOCIATION LIMITED in the presence)
of:

[Signature]

Member



5013

[Signature]

Secretary

APPENDIX 1

Draft Planning Permission

Application Number

20041383

Barton Willmore Planning Partnership
6TH Floor
Venture House
27-29 Glasshouse Street
London
W1B 5BW

Date Of Decision : 06 October 2004

Development : 1. Application For Mixed Use Redevelopment To Include Residential Use, Housing With Care, Healthcare Uses, Community Centre, Access & Open Space (Outline), 2. Change Of Use Of The Grade II Listed Building From Hospital (Use Class C2) To Residential (Use Class C3) Use.

Location : St Michaels Hospital & Adj. Land Off Cawston Road, Aylsham

Applicant : Broadland Primary Care Trust, Aylsham Care Trust & Anglia Housing Association

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 siting, design and external appearance of the buildings (including details relating to the external appearance, design and subdivision of the Listed Building) and the landscaping of the site (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 referred to in Condition 1 above shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.
- 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, and it shall be carried out in accordance with the approved details.
- 4 No residential development shall take place within the open green space identified on drawing number
- 5 The residential development hereby permitted shall have an overall net residential density of at least 30 dwellings per hectare as defined in PPG3 (Housing) and the total number of dwellings shall not exceed 200.
- 6 Concurrently with the detail required to be submitted in respect of Condition 1 above, the following details shall be submitted to and approved by the Local Planning Authority:-

(a) The layout of the site and any development thereon which shall be based upon an accurate survey of the site and to include levels (existing and proposed), gradients and sections in relation to adjoining sites.

(b) A detailed schedule of all external materials to be used in the development.

(c) An accurate plan showing the position, height and spread and species of all existing trees and hedges within and on the boundaries of the site including measures for their protection during the course of the development of the site.

(d) The landscaping of the site (including any proposed changes to existing ground levels, means of enclosure and boundary treatments, hard surfaced areas and materials, planting plans, specifications and schedules, existing plants to be retained and showing how account has been taken of any underground services).

(e) The layout of foul sewers and surface water drains.

(f) The provision, alignment, height, materials of all walls, fences and other means of enclosure.

(g) Provision to be made for parking of vehicles.

(h) The provision, siting and amount of land to be allocated for open space.

(i) The provision to be made for the storage and disposal of refuse.

(j) Details of the siting of housing for public utilities (eg electricity sub-stations).

7 The details to be submitted shall provide for a new primary vehicular access to Cawston Road, incorporating visibility splays to the optimum dimensions, footways and surface water drainage.

8 No works shall commence on the site until such time as detailed plans of the roads, footways, cycleways, foul and surface water drainage have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. All construction works shall be carried out in accordance with the approved plans.

9 No works shall be carried out on roads, footways, cycleways, foul and on-site surface water sewers otherwise than in accordance with the specifications of the Local Planning Authority in consultation with the Highway Authority.

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- 10 Before any dwelling is first occupied, the roads, footways and cycleways shall be constructed to binder course surfacing level from the dwelling to the adjoining county road in accordance with details to be approved in writing by the Local Planning Authority in consultation with the Highway Authority.
- 11 No works shall commence on site until an off-site surface water drainage system has been constructed from the site to an outfall to be agreed in writing with the Local Planning Authority in consultation with the Highway Authority.
- 12 Prior to the commencement of the first new build dwelling on the development here permitted, the existing eastern vehicular access to the site (Mill Lane) shall be closed to vehicular traffic and shall be reconstructed to provide an emergency vehicle and cycle/pedestrian route between the site and Cawston Road to the specification and satisfaction of the Local Planning Authority in consultation with the Highway Authority.
- 13 The details to be submitted shall provide for a satisfactory cycle/pedestrian link to be made between the site and Marriots Way in the south and the site and the adjoining Holman Road to the north-west.
- 14 The plans and particulars submitted in accordance with Condition 1 above shall include:-
 - (a) A plan showing the location of, and allocating a reference number to, each existing tree on the site which has a stem with a diameter, measured over the bark at a point 1.5 metres above ground level, exceeding 75 mm, showing which trees are to be retained and the crown spread of each retained tree.
 - (b) Details of the species, diameter (measured in accordance with paragraph (a) above), and the approximate height, and an assessment of the general state of health and stability of each retained tree and of each tree which is on land adjacent to the site and to which paragraphs (c) and (d) below apply.
 - (c) Details of any proposed topping or lopping of any retained tree, or of any tree on land adjacent to the site.
 - (d) Details of any proposed alternations in existing ground levels, and of the position of any proposed excavation, within the crown spread of any retained tree or of any tree on land adjacent to the site.
 - (e) Details of the specification and position of fencing and of any other measures to be taken for the protection of any retained tree from damage before or during the course of development.
 - (f) In this condition, "retained tree" means an existing tree which is to be retained in accordance with the plan referred to in paragraph (a) above.

- 15 No retained tree as defined in Condition 14 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).
- 16 The erection of fencing or any other measures for the protection of any retained tree as defined in Condition 14 shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought onto the site for the purposes of the development, including the demolition of any building or structure, or the clearance of the site, and shall be maintained until all equipment, machinery or materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the Local Planning Authority.
- 17 The plans and particulars submitted in accordance with Condition 1 above shall include full details of both hard and soft landscape works. These details shall include proposed finished levels or contours, means of enclosure, hard surfacing materials, the location and construction of footpaths and cycleways other than those covered by Condition 8, minor artefacts and structures (eg furniture, play equipment, refuse or other storage units, signs, lighting), proposed and existing functional services above and below ground (eg drainage, power, communications cables, pipelines, indicating lines, manholes or supports).
- 18 The details of the soft landscape works shall include planting plans, written specifications (including cultivation and other operations associated with plant and grass establishment), schedules of plants, noting species, plant sizes and proposed numbers and/or densities where appropriate and an implementation programme.
- 19 All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any dwelling or in accordance with a programme agreed with the Local Planning Authority in writing.
- 20 If within a period of 2 years from the date of the planting of any tree or shrub that tree or shrub, or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the Local Planning Authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

- 21 No works, including the demolition of any building or structure, the removal of any tree, the clearance of the site or the construction of the site access, shall begin until details of measures to protect the bats and barn owls frequenting the site have been submitted to and approved by the Local Planning Authority in writing. The measures shall be implemented in accordance with the approved details before any other works begin, including the demolition of any building or structure, the removal of any tree, the clearance of the site or the construction of the site access, or in accordance with a programme agreed with the Local Planning Authority in writing.
- 22 No works, including the demolition of any building or structure, the removal of any tree, the clearance of the site or the construction of the site access, shall begin until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority in writing.
- 23 No works, including the demolition of any building or structure, the removal of any tree, the clearance of the site or the construction of the site access, shall begin until a soil survey has been undertaken and the results provided to the Local Planning Authority. The survey shall be taken at such points and to such depth as the Local Planning Authority may stipulate. A scheme for decontamination of the site shall be submitted to and approved by the Local Planning Authority in writing and the scheme as approved shall be fully implemented before any dwelling is first occupied.
- 24 No works, including the demolition of any building or structure, the removal of any tree, the clearance of the site or the construction of the site access, shall take place until details of the use of any access for construction purposes, the location of site huts and builders' compounds, the land set aside for the storage of materials and as working areas, the location of any fixed plant and machinery and steps for minimising noise generated by it, the provision for drainage and hours of working have been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out in accordance with the approved details.
- 25 No works, including the demolition of any building or structure, the removal of any tree, the clearance of the site or the construction of the site access, shall take place until details of facilities for cleaning of the wheels of vehicles leaving the site have been submitted to and approved by the Local Planning Authority in writing. The facilities shall be provided in accordance with the approved details before any other development takes place and shall be operated at all times during the course of the development.
- 26 The provision for car parking shall not exceed an average of 1.5 spaces per dwelling.
- 27 In accordance with a timetable to be agreed with the Local Planning Authority, 4 fire hydrants constructed to and located to Norfolk Fire Service specifications shall be provided on site.

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- 28 The proposed healthcare uses shall be used as a health centre/clinic only and for no other purpose (including any other purpose in Class D1 of the Schedule of the Town and Country Planning Act (Use Classes) Order 1987) unless otherwise agreed with the Local Planning Authority.
- 29 The proposed Community Centre shall be restricted to that use only and for no other purpose (including any other purpose in Class D2 of the schedule of the Town and Country Planning Act (Use Classes) Order 1987) unless otherwise agreed with the Local Planning Authority.
- 30 Prior to development commencing on the site details shall be submitted to and approved by the Local Planning Authority relating to the route of the construction traffic and following approval shall be carried out as agreed.
- 31 No development shall take place within the site until the applicant, or their agents or successors in title, has 1) secured the implementation of a programme of archaeological mitigatory work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the local planning authority; and 2), if the mitigatory work consists of further excavation, a formal legal contract and an archaeological contractor has been submitted to and approved in writing by the local planning authority. Such a contract will deal with all the details contained in the approved detailed written scheme of investigation including post-excavation assessment, analysis, archiving and publication of results.
- 32 No development (including the removal of any trees within the application site) shall be commenced until a survey of the site has been undertaken by a suitably qualified person or persons to ascertain whether protected species* (*as defined in the Wildlife & Countryside Act 1981 and The Conservation (Natural Habitats & c.) Regulations 1994) use the site. The survey and its results shall be made available to the Local Planning Authority and dependent upon these a scheme of mitigation measures concerning the protected species on the site shall be submitted to the Local Planning Authority in conjunction with English Nature. The scheme of mitigation measures shall include a timetable for their implementation in relation to the permitted development.

The reasons for the conditions are:-

- 1 In accordance with Section 92 of the Town & Country Planning Act 1991.
- 2 In accordance with Section 92 of the Town & Country Planning Act 1991.
- 3 In accordance with Section 92 of the Town & Country Planning Act 1991.
- 4 To protect the setting of the Grade II Listed Building in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan.

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- 5 To ensure the satisfactory development of the site in accordance with the requirements of PPG3 and to ensure satisfactory development of the site.
- 6 To retain control and to enable consideration as to whether other uses would be appropriate on the site in accordance with Policy GS3 of the Broadland District Local Plan and (RD)GS4 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit. (Policies EMI9/10 may also be relevant and (RD)EMP6/7 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.)
- 7 To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety in accordance with Policies GS3, TRA4 and TRA6 of the Broadland District Local Plan and (RD)GS4 and TRA11 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 8 To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety in accordance with Policies GS3, TRA4 and TRA6 of the Broadland District Local Plan and (RD)GS4 and TRA11 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 9 To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety in accordance with Policies GS3, TRA4 and TRA6 of the Broadland District Local Plan and (RD)GS4 and TRA11 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 10 To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety in accordance with Policies GS3, TRA4 and TRA6 of the Broadland District Local Plan and (RD)GS4 and TRA11 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 11 To ensure the roads/footpaths/cycleways are constructed to a standard to enable them to be taken over as public repairable highways in accordance with Policies TRA4 and TRA6 of the Broadland District Local Plan.
- 12 To retain control and to enable consideration as to whether other uses would be appropriate on the site in accordance with Policy GS3 of the Broadland District Local Plan and (RD)GS4 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 13 To retain and protect the historic landscape features which contribute to the setting and historic landscape value of the area and /or amenity value of the area in accordance with Policy ENV9 of the Broadland District Local Plan and (RD)ENV10 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.

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- 14 In the interests of visual amenity and to conserve the contribution of trees to the character of the area in accordance with policies GS3 and ENV3 of the Broadland District Local Plan and (RD)GS4 and (RD)ENV3 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 15 To avoid damage to health of existing trees and hedgerows in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan and (RD)GS4 and (RD)ENV3 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 16 In the interest of maintaining the amenity value of the area in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan and (RD)GS4 and (RD)ENV3 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 17 To allow such features to be accurately recorded and to allow the proper consideration of the impact of the proposed development in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan and (RD)GS4 and (RD)ENV3 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 18 To allow such features to be accurately recorded and to allow the proper consideration of the impact of the proposed development in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan and (RD)GS4 and (RD)ENV3 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 19 To allow such features to be accurately recorded and to allow the proper consideration of the impact of the proposed development in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan and (RD)GS4 and (RD)ENV3 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 20 To allow such features to be accurately recorded and to allow the proper consideration of the impact of the proposed development in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan and (RD)GS4 and (RD)ENV3 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 21 To protect the character of the Listed Building in accordance with Policies GS3 and ENV12 of the Broadland District Local Plan and (RD)GS4 and (RD)ENV12 of the proposed Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.
- 22 To safeguard the amenities of the adjacent residential properties in accordance with the criteria specified in Policy GS3 of the Broadland District Local Plan and (RD)GS4 of the Broadland District Local Plan Replacement Version as agreed by the Council for publication of the Revised Deposit.

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- 23 To secure an orderly form of development and protect the amenities of the occupiers of the adjacent residential properties during construction.
- 24 To secure an orderly form of development and protect the amenities of the occupiers of the adjacent residential properties during construction.
- 25 In the interests of highway safety.
- 26 In accordance with planning policy guidance.
- 27 To meet the fire safety requirements
- 28 To retain control of the site and ensure the uses are appropriate in accordance with Policies (RD)AYL1 and (RD)AYL2 of the Broadland District Local Plan Replacement Version (Revised Deposit).
- 29 To retain control of the site and ensure the uses are appropriate in accordance with Policies (RD)AYL1 and (RD)AYL2 of the Broadland District Local Plan Replacement Version (Revised Deposit).
- 30 To ensure the estate is developed in an orderly and proper manner and to protect the residential amenities of properties in the locality in accordance with Policies GS3 and TRA4 of the Broadland District Local Plan and Policies (RD)GS4 and (RD)TRA11 of the Broadland District Local Plan Replacement Version (Revised Deposit).
- 31 To record any features of architectural/historic/archaeological interest which might be exposed during the course of the works in accordance with Policies ENV12 and ENV20 of the Broadland District Local Plan and (RD) ENV12 and (RD)ENV20 of the proposed Broadland District Local Plan Replacement Version as agreed by the Council for publication for the Revised Deposit.
- 32 To secure the wildlife interest on the site in accordance with Policy ENV of the Broadland District Local Plan and Policy ENV7 of the Broadland District Local Plan Replacement Version as agreed by the council for publication of the Revised Deposit.

The reasons for decision are:-

The application has been considered against the development plan for the area, namely the Norfolk Structure Plan and Broadland District Local Plan. The policies being CS1, CS8 and H5 of the Norfolk Structure Plan and GS1, GS5, ENV1, ENV12, TRA4, ENV26, HOU9 and CS1 of the Broadland District Local Plan.

However the site is allocated for development in the Replacement Broadland District Local Plan (Revised Deposit), and relevant weight given to the following policies, (RD) GS1, (RD) GS4, (RD) ENV1, (RD) ENV4, (RD) ENV5, (RD) ENV13, (RD) ENV14, (RD) ENV20, (RD) HOU2a and b, (RD) HOU3, (RD) RL5, (RD) CS8, (RD) GS1, (RD) GS4, (RD) GS5, (RD) AYL1 and (RD) AYL2.

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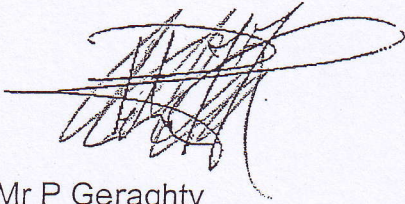
The application is a departure from the Broadland District Local Plan however is broadly in accordance with the principles of the Norfolk Structure Plan and the Replacement Broadland District Local Plan (Revised Deposit), and also meets one of the aims of the Broadland Community Plan. It is considered that the application if approved will secure affordable housing and community facilities on the site. It is also considered that the imposition of conditions will ensure the protection of the setting of the Listed Building, and the landscape features on the site and the proposal is considered to have an acceptable impact on the locality.

Informatives:-

- 1 The site is subject to a related agreement under Section 106 of the Town and Country Planning Act 1990.
- 2 The developer is hereby advised that they must conform with any statutory species protection provisions affecting the application site. If protected species use the application site it will be necessary for the developer to apply for a licence from the Department of the Environment, Transport and the Regions (DETR) and to submit proposals to ensure that the permitted development has no adverse effects on protected species. The licensing of development which involves protected species is administered by DETR, European Wildlife Division (EWD) at Room 902/A Tollgate House, Houlton Street, Bristol, BS2 9DJ.
- 3 It is an offence to carry out works within the public highway without the permission of the Highway Authority. This development involves work to the public highway that can only be undertaken by the County Council within the scope of a legal agreement with the applicant. Please note that it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary agreements under the Highways Act 1980 are also obtained. Advice on this matter can be obtained from the County Council's Highways Development Control Group based at County Hall in Norwich. Please contact Bryan Dye (Engineer - Estate Development) on 01603 223274.
- 4 The permission in respect of the conversion of the hospital building relates solely to the change of use and does not authorise any alterations to the building which has been listed as being of special architectural or historic interest. Any such alterations must be the subject of a further application for Listed building consent.
- 5 For the avoidance of doubt, development referred to in the above conditions includes the conversion and/or occupation of the Listed Building for residential use.

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Signed



Mr P Geraghty
Head Of Planning & Conservation
Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU

Draft

APPENDIX 2

Local Lettings Policy – Affordable Housing

- 1 Applicants living in Aylsham.
- 2 Applicants working in Aylsham or with a need to move to Aylsham to give or receive support.
- 3 Priority will then be given to people living in, working in or with a need to move to the following areas in order to give or receive support

Blickling

Oulton

Cawston

Marsham

Brampton

Burgh

Tuttington

Which are the neighbouring parishes to Aylsham within the Broadland district.

- 4 Priority will then be given to people living in, working in or with a need to move to the following areas in order to give or receive support

Buxton

Lammas

Stratton Strawless

Hevingham

Haveringland

Booton

Salle

Reepham

Heydon

Wood Dalling

- 5 Priority will then be given to people living in, working in or with a need to move to any other parish within Broadland District for the purpose of giving or receiving support.
- 6 In the case of designated special needs accommodation, the designation of which will be agreed between the Council and Wherry, the Council will seek to make allocations in line with the allocation priorities but also taking account of the suitability of the applicant for the property.

APPENDIX 3

Provisions to be contained (inter alia) in the Public Open Space transfer

- Consideration - £1
- Full Title Guarantee
- Transferee to covenant for benefit of retained land of Transferor ("Retained Land") not to use or permit or allow the Public Open Space to be used otherwise than as a public recreation area/public amenity area.
- Transferee to be given rights of way with or without vehicles over estate roads to connect property and public highway and rights of passage of services.
- Rights to be reserved for Transferor:-
 - (a) to use, construct and maintain services running under the Public Open Space (including rights of entry and to break up surface subject to re-instatement of the same in the same condition as prior to the break up of the surface);
 - (b) support and protection for the Retained Land;
 - (c) benefit of all easements or rights of light or air that might otherwise restrict development of the Retained Land.
- The costs of the preparation of the transfer shall be borne by the Transferor.
- Transferee to covenant to enter into any adoption agreement, wayleave, licence, easement or other agreement required by any public authority in respect of the adoption or provision of any service under the Public Open Space (the Transferor to indemnify the Transferee against the Transferee's reasonable and proper costs incurred).
- Transferee to covenant not in its capacity as landowner to impede the Development of the Retained Land (or any part of it) or the redevelopment of the same.

APPENDIX 4

Provisions to be contained (inter alia) in the Children's Play Space Area

- Consideration - £1.
- Full Title Guarantee.
- Transferee to covenant for benefit of retained land of Transferor ("Retained Land") not to use or permit or allow the Children's Play Space Area to be used otherwise than as a public recreation area/public amenity area.
- Transferee to be given rights of way with or without vehicles over estate roads to connect property and public highway and rights of passage of services.
- Rights to be reserved for Transferor:-
 - (a) to use, construct and maintain services running under the Children's Play Space Area (including rights of entry and to break up surface subject to re-instatement of the same in the same condition as prior to the break up of the surface);
 - (b) support and protection for the Retained Land;
 - (c) benefit of all easements or rights of light or air that might otherwise restrict development of the Retained Land.
- The costs of the preparation of the transfer shall be borne by the Transferor.
- Transferee to covenant to enter into any adoption agreement, wayleave, licence, easement or other agreement required by any public authority in respect of the adoption or provision of any service under the Public Open Space (the Transferor to indemnify the Transferee against the Transferee's reasonable and proper costs incurred).

- Transferee to covenant not in its capacity as landowner to impede the Development of the Retained Land (or any part of it) or the redevelopment of the same.

APPENDIX 5

Affordable Housing Mix

TENURE	BEDS	TYPE	NO	APPROX m2
RENTED	2	FLAT	8	55
RENTED	2	HOUSE	6	61
RENTED	3	HOUSE	8	73
RENTED	4	HOUSE	2	98
SHARED OWNERSHIP	2	HOUSE	6	61
SHARED OWNERSHIP	3	HOUSE	6	73
80% SHARED EQUITY SALE	3	HOUSE	4	73
TOTALS			40	