

**DATED** 15<sup>th</sup> March **2001**

**BROADLAND DISTRICT COUNCIL**

**and**

**LORNA ERVINE FISHER**

**and**

**PETER FISHER**

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**AGREEMENT**

Relating to:-  
The Abattoir  
Old Chapel Road  
Freethorpe  
Norfolk

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Steele & Co  
2 The Norwich Business Park  
Whiting Road  
Norwich  
NR4 6DJ  
Ref: RAM.MR.4349.500.5



**THIS AGREEMENT** dated 15<sup>th</sup> March 2001 is made **BETWEEN BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk (“the Council”) (1) **LORNA ERVINE FISHER** of Birch House Old Chapel Lane Freethorpe, Norfolk, NR13 3LV ( “Mrs. Fisher”) (2) and **PETER FISHER** of Crimond Chapelfield Freethorpe Norfolk NR13 3LY (3) (“Peter Fisher”)

**WHEREAS:-**

1. The obligations imposed by this agreement are planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990 (“the 1990 Act”)
2. The Council is the local planning authority by whom these obligations are enforceable
3. Mrs.Fisher and Peter Fisher are registered as proprietors with absolute title of the land at The Abattoir Old Chapel Road Freethorpe Norfolk (“the Land”) as the same is shown for the purpose of identification only edged red upon the plan annexed (“the Plan”)as the same is registered with Title Number NK 201175 subject to the matters contained in the Charges Register for that Title Number but otherwise free from encumbrances
4. J.W.Fisher (Meats) Ltd. has applied through agents to the Council under reference 96.1144 for planning permission in respect of reserved matters for the erection of 18 dwellings (“the Development”) to be carried out on lands adjoining and in the vicinity of the Land
5. The Council has resolved to grant approval of reserved matters in the form annexed hereto subject to Mrs.Fisher and Peter Fisher entering this agreement

**NOW THIS DEED** is made pursuant to Section 106 of the 1990 Act and is a planning obligation for the purposes of that section enforceable by the Council and

**WITNESSES** as follows:-

1. The provisions of the second schedule are conditional upon:-



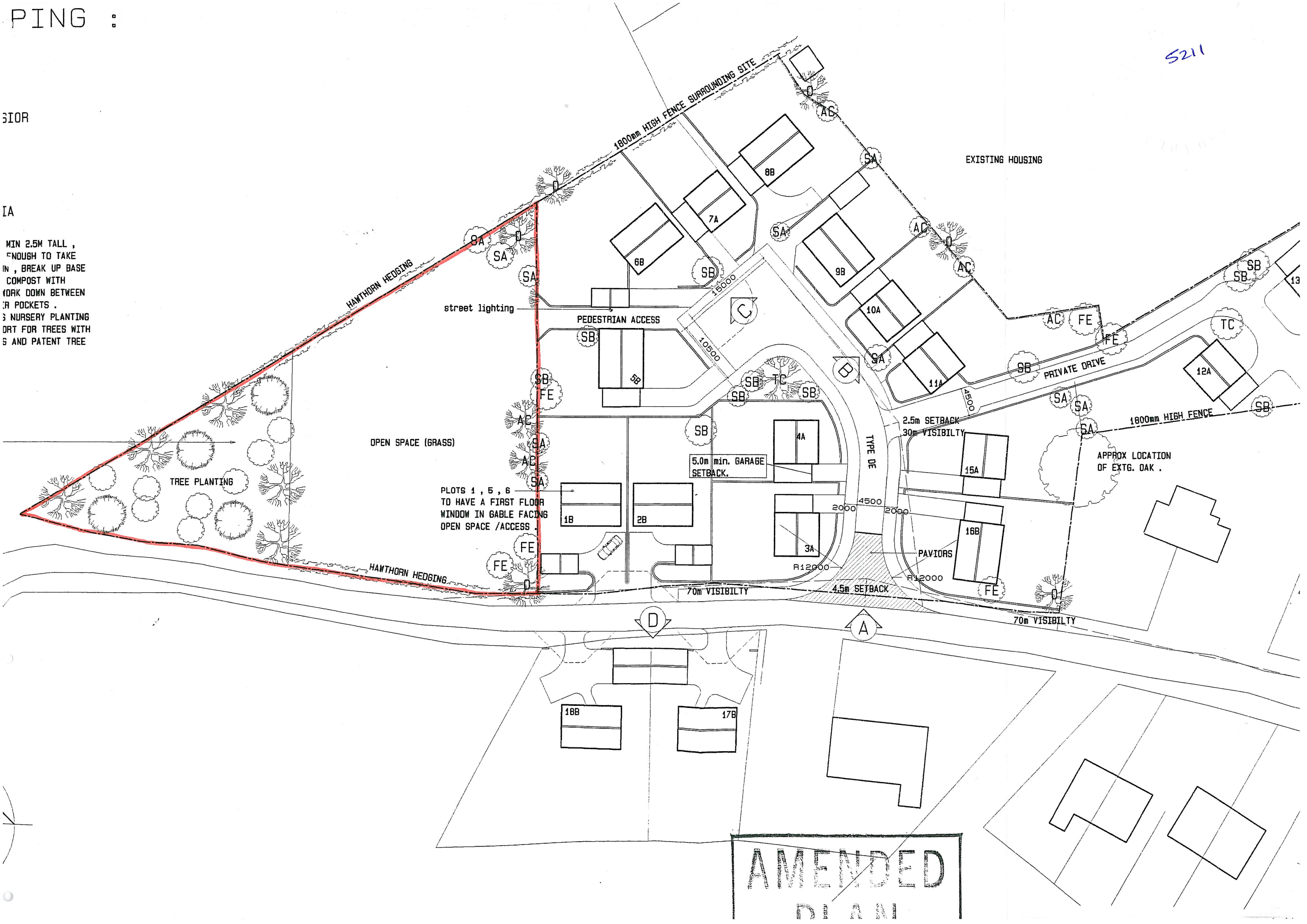
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- (a) The grant of reserved matters for the Development in the form of the Draft Planning Consent contained in the First Schedule ( “the Draft Consent”) and
- (b) The commencement of the Development by the carrying out of a material operation as defined by section 56 of the 1990 Act (but not including any operation relating to the demolition of any existing buildings or clearance of the Land) (“the Commencement Date”)
2. Mrs. Fisher hereby agrees declares and covenants for herself and her successors in title with the Council to carry out the obligations and responsibilities specified in the Second Schedule
  3. Peter Fisher hereby agrees declares and covenants for himself and his successors in title with the Council to carry out the obligations and responsibilities specified in the Second Schedule
  4. The expression “Mrs. Fisher” “Peter Fisher” and “the Council” shall include their respective successors in title and assigns and where appropriate the plural shall include the singular and vice versa and one gender includes all others
  5. No person should be liable for any breach of the covenants restrictions or obligations contained in this agreement occurring after he has parted with his interest in the Land or the part of the Land in respect of which the breach occurs Provided That the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer shall not constitute an interest for the purposes of this clause
  6. This agreement is a local land charge and shall be registered as such
  7. The Contracts (Rights of Third Parties ) Act 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



## **Schedules**

### **First Schedule**

Draft Planning Consent



PIKE PARTNERSHIP  
MILL LANE  
EAST RUNTON  
CROMER  
NORFOLK NR27 9PH

Application Number:

961144

**Date of Decision:**

**Description: 18 DWELLINGS (RESERVED MATTERS)**

**Location: THE OLD ABATTOIR SITE, OLD CHAPEL ROAD, FREETHORPE.**

**Applicant: J W FISHER (MEATS) LTD**

### Town and Country Planning Act 1990

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

1. This Approval of Reserved Matters relates to the Outline Planning permission Ref. No:921125.
2. The development hereby permitted shall not be carried out otherwise than in accordance with the details contained on the application forms and the revised drawing numbers:  
  
1648.10E - (House type A)  
1648.11A - (House type B)  
1648.13G - (Site layout)
3. 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.
4. No works shall commence on the site until such time as detailed plans of the roads, footways, foul and surface water drainage have been submitted and approved by the Local Planning Authority, and these works shall be carried out in their entirety as approved.
5. No dwelling 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.

The reasons for the conditions are:-



1. To ensure the permission relates to the correct documents.
2. To ensure the permission relates to the application, as amended.
3. To ensure the satisfactory development of the site.
4. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
5. In the interests of highway safety.

### ===== INFORMATIVE =====

The applicant's attention is drawn to the remainder of the conditions on the outline consent 92.1125, specifically with regard to landscaping, and to the requirements of the agreements under Section 106 of the Town and Country Planning Act 1990.

The Agents/Developers attention is drawn to the requirements of the new Part M of the Building Regulations which came into force on the 25 October 1999.

### ===== NOTES =====

1. If this 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 the Planning and Community Services Directorate.

Signed .....

P. C. KIRBY

Director of Planning & Community Services

Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU



## Second Schedule

921125

1. To layout and plant the Land in accordance with the details to be approved under planning permissions reference numbers 93.0304 and 96.1144 or reserved for future approval by the Council by those permissions and subsequently approved by the Council ("the Works") to the reasonable satisfaction of the Council's Director of Planning and Community Services ("the Director") before the occupation of any of the dwellings comprising the Development.
2. Until such time as the transfer mentioned in Paragraph 3 below is completed to maintain the Land following completion of the Works at all times to the reasonable satisfaction of the Director.
3. Following completion of the Works to the reasonable satisfaction of the Director in accordance with the details approved to transfer the freehold estate in the Land to the Council or the Council's nominee free of any incumbrances save for this Agreement for nominal consideration.
4. The transferor and the transferee of the Land shall have the same obligations and rights as they would respectively have if the transfer was pursuant to an Agreement for sale of Land incorporating the Third Edition of the Standard Conditions of Sale of Land.
5. At the same time as the Land is transferred to the Council or to such person or body as it shall direct to pay to the Council or that other person or body a sum calculated as follows:  
  
Such sum as shall be equal to the product of that sum £ 29 929 and the addition of a sum found by multiplying the sum of £ 29 929 by the percentage increase in the All Items Index of Retail Price Inflation maintained by the Department for Education and Employment or such other index as may from time to time replace it for the period from the date hereof to the date of the Transfer



IN WITNESS whereof Mrs.Fisher and Peter Fisher have signed and the Council has hereunto affixed its common seal and delivered this Deed the day and year first before written

**Signed and Delivered by**  
**MRS.FISHER** as a Deed in  
the presence of:-

*L. E. Fisher*  
*G. M. Brown*  
ARMATA,  
136 THE COMMON, FREETHORPE  
NORWICH NR 13 3LT

**Signed and Delivered by**  
**PETER FISHER** as a Deed in  
the presence of:-

*Peter Fisher*  
*G. M. Brown*  
(as above)

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

  
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