

**Dated** *2nd October* **2009**

(1) BROADLAND DISTRICT COUNCIL

- AND -

(2) JOHN MORRIS BALL and CAROLINE JANE COMER MOY

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AGREEMENT UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990

relating to the development of land  
adjacent to The Bridge Public House  
Fakenham Road Great Witchingham Norfolk

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Broadland District Council  
Thorpe Lodge  
1 Yarmouth Road  
Thorpe  
Norwich  
NR7 0DU

MJ/DK/BDCCTR-26287  
Created : 20/08/08  
Amended: 04/03/09  
Final Draft: 25/08/09

THIS AGREEMENT is made the 2nd day of October 2009

BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road  
Thorpe St Andrew Norwich Norfolk NR7 0DU (hereinafter called "The Council")
2. JOHN MORRIS BALL of 8 Coutts Crescent St Albans Road London NW5  
1RF and CAROLINE JANE COMER MOY of Mill Lane End Mill Lane  
Lenwade Norwich Norfolk NR9 5SQ (hereinafter called "the Owners")

1. INTERPRETATION AND DEFINITIONS

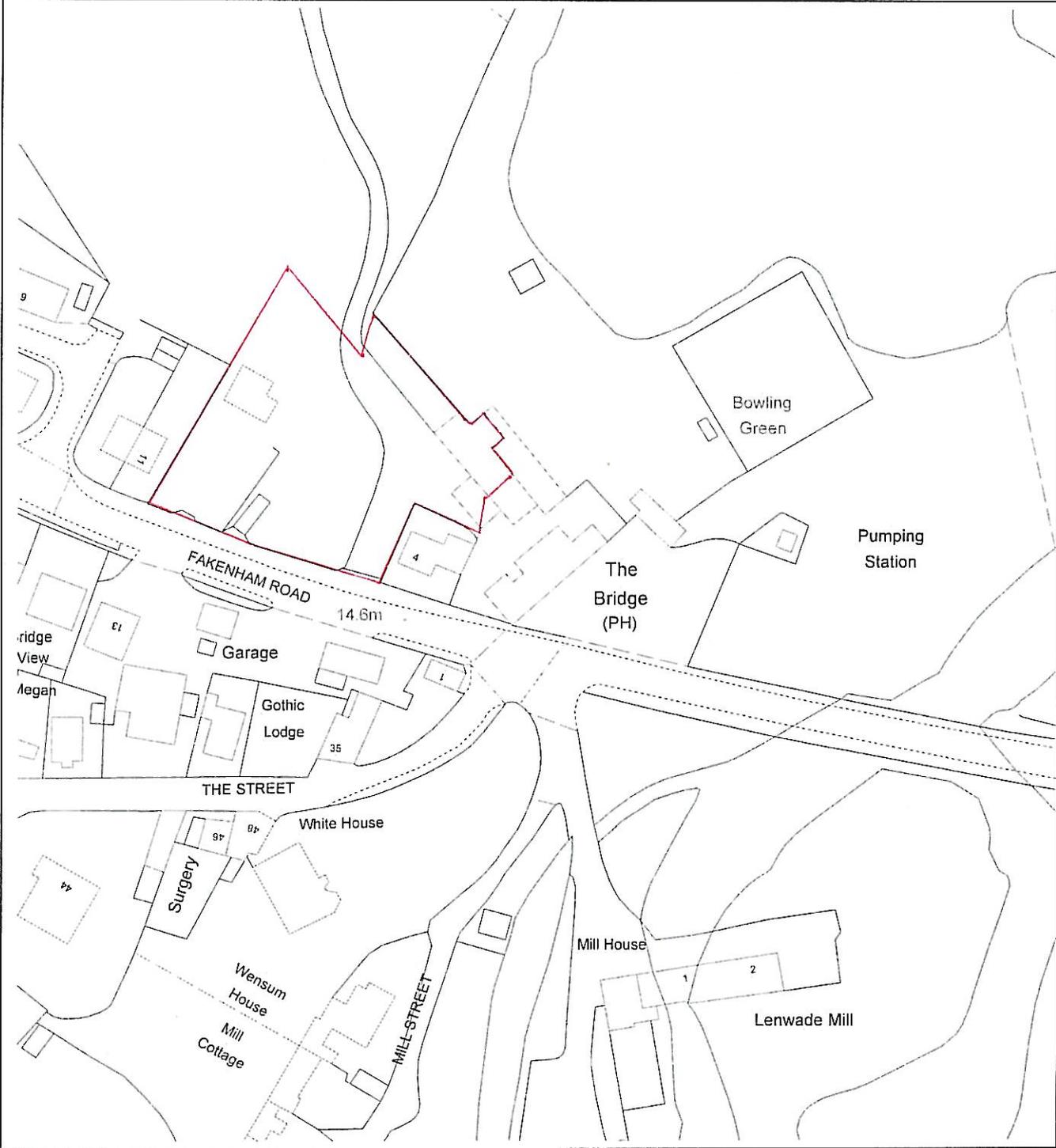
In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

- |                      |  |
|----------------------|--|
| "Act"                | the Town and Country Planning Act 1990 (as amended)  |
| "Affordable Housing" | not less than three in total of all Dwellings to be erected on the Site to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market to be owned and/or managed by a Registered Social Landlord and comprising Affordable Rental Units and/or Shared Ownership Units |

"Affordable Housing Unit"	a single Unit of Affordable Housing
"Affordable Rental Units "	Affordable Housing Units to be constructed or provided on the Site as part of the Development and to be let for a rent upon either a weekly basis or monthly tenancy basis 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) and to be let by or on behalf of a Registered Social Landlord in accordance with the Local Lettings Policy
"Application"	the application for detailed planning permission dated 31 <sup>st</sup> March 2008 for residential development of seven dwellings on the Site and highway and associated site works in accordance with the plans deposited with the Council bearing reference number 20080533
"Development"	the development permitted by the Planning Permission
"Director"	the Council's Strategic Director and Chief Planner or other officers of the Council acting under his hand
"Inflation Provision"	the increase (if any) in the DTI Output Price Index for Public Works from September 2006 until the date upon which payment of the Open Space Contribution is made

"Local Lettings Policy"	the order in which the Affordable Housing Units are to be allocated and which is set out under the title "Local Lettings Policy" at Appendix 1 to this Agreement as amended from time to time
"Monitoring Fee"	the sum of six hundred pounds (£600)
"Open Space Contribution"	the sum of £30,030.00 calculated by the Council as a contribution towards the provision and/or maintenance of public open space in the vicinity of the Development such sum to be payable in accordance with the provisions of Schedule 2 and to be subject to the Inflation Provision
"Open Market Dwellings"	dwellings erected or provided on the Site as part of the Development other than for the provision of Affordable Housing
"the Plan"	the plan annexed to this Agreement
"Planning Permission"	the planning permission to be granted pursuant to the Application the conditions of which are set out in the attached draft Decision Notice
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining 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

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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 where such persons have been exhausted any person as nominated by the Council on the Broadland Housing Register that the Registered Social Landlord owning or managing the Affordable Housing Units on the Site is entitled to house within its rules

"Registered Social Landlord"

a registered social landlord in the register kept by the Housing Corporation under Part 1 of the Housing Act 1996 (or any statutory re-enactment or modification thereof) as approved by the Council

"Shared Ownership Dwellings"

Affordable Housing Units to be let on a Shared Ownership Lease to be provided on the Site as part of the Development

"Shared Ownership Lease"

a lease of a Shared Ownership Dwelling granted at a premium whereby up to a maximum of 50% (fifty per cent) on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by the tenant upon completion of such lease or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to acquire up to 80% (eighty per cent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and shall allow a rental premium to be charged on the remainder of the equitable

interest not exceeding housing corporation target rents (or if such targets cease to be set such other measures of affordable rents as the relevant District Council shall reasonably determine) and in any event to be not higher than an annual sum calculated at 2.75% of the value of the equity retained by the Owner at the date of the grant of the Shared Ownership Lease and any increase of the said annual rent shall be no more than the percentage increase in the Retail Price Index (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% of the current annual rent from time to time

- "Site" the land adjacent to The Bridge Public House Fakenham Road Great Witchingham shown for the purposes of identification only edged red on the Plan
- "Dwelling" means any residential dwelling approved pursuant to the Planning Permission

In this Agreement unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party
- (ii) references to clauses and schedules are references to clauses in and schedules to this Agreement
- (iii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or

without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument

- (iv) headings in this Agreement shall not form part of or affect its construction

#### WHEREAS:

- A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated
- B. The Owners are the freehold owner of the Site which is registered at H.M. Land Registry with Title No NK383988
- C. The Owners submitted the Application and the Council has resolved to grant the Planning Permission subject to the entering into of this Agreement

#### 2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The obligations of the Owners hereunder are planning obligations enforceable by the Council against the Owners and their successors in title and assigns
- 2.3 The provisions of this Agreement shall have effect upon the commencement of development (as defined in s.55(1) of the Act) save for clause 6 and any provision of this Agreement which requires action to be taken or any sum paid prior to the commencement of development in which case any such provision shall have immediate effect
- 2.4 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn

2.5 This Agreement shall be registered as a charge in the Council's Register of Local Land Charges

2.6 In the event that this Agreement comes to an end the Council if so requested by the Owners will execute a deed of release (or partial release) from the relevant provisions of this Agreement and procure that a note thereof shall be registered on the Council's Register of Local Land Charges

### 3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

#### 3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of their functions as Local Planning Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council were not a party to this Agreement

#### 3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

#### 3.3 No Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall

prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

- 3.4 No party shall be liable under this Agreement for any breach of the covenants contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting of any person's interest in the Site or any part thereof in respect of which any such breach has taken place

#### 4. NOTICES

- 4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile
- 4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	The Strategic Director and Chief Planner Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich NR7 0DU
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The Owners	John Morris Ball 8 Coutts Crescent St Albans Road London NW5 1RF
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	Caroline Jane Comer Moy Mill Lane End Mill Lane Lenwade Norwich Norfolk NR9 5SQ
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4.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer

## 5. THIRD PARTIES

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

## 6. COSTS

6.1 The Owners shall on completion of this Agreement pay the Council's legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

## 7. PAYMENT OF INTEREST

7.1 The Owners shall pay interest at the rate of 4% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Agreement 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

## 8. VAT

8.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement, 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

9. JURISDICTION

9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales

10. The Owners agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Agreement are hereby waived

11. TITLE WARRANTY

The Owners hereby warrant that they are the freehold owners of the Site and have full power to enter in to this Agreement and that the Site is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Site other than as notified in writing to the Council's Head of Corporate Services and Monitoring Officer prior to the date hereof

12. PLANNING OBLIGATIONS

12.1 The Owners hereby jointly and severally covenant with the Council to carry out and comply with the obligations and restrictions set out in Schedules 1 and 2 to this Agreement

## **SCHEDULE 1**

### **1. AFFORDABLE HOUSING**

- 1.1 There shall be no implementation of the Planning Permission on the Site unless and until a scheme for the provision of Affordable Housing on the Site which includes a timetable and programme has been agreed with the Council and thereafter such scheme shall be complied with in full unless the Council agrees otherwise in writing
- 1.2 The said scheme shall provide for three Affordable Houses on the Site comprising two having a local connection and one for general district wide housing need
- 1.3 Not more than two Open Market Dwellings on the Site shall be occupied unless and until either
- 1.3.1 the land on which the Affordable Housing is to be provided has been transferred to a Registered Social Landlord together with all rights service installations and access up to at least the boundary of the Affordable Housing land so as to be available in all respects for the provision of Affordable Housing or
- 1.3.2 the Owners have entered into a contract with a Registered Social Landlord for the provision of Affordable Housing on the Site and such contract to include the timetable and programme as referred to in paragraph 1.1 of this Schedule
- 1.4 Not to use or permit the Affordable Housing Units to be occupied for any purpose other than as Affordable Rental Units and/or Shared Ownership Dwellings

- 1.5 Units of Affordable Housing shall not be occupied other than by Qualifying Occupiers
- 1.6 The Owners shall not dispose of their interest in the freehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to another Registered Social Landlord
- 1.7 Paragraphs 1.4, 1.5 and 1.6 above shall not be binding upon any mortgagee in possession of 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 Owners shall be required to dispose of such Units pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable

## **SCHEDULE 2**

### **2. OPEN SPACE**

#### **Contribution to the provision of Open Space Off-site**

- 2.1 The Open Space Contribution as increased by the Inflation Provision shall be paid to the Council within 14 days of commencement of the Development on the Site
- ### **3. MONITORING FEE**
- 3.1 The Monitoring Fee which is required for checking the implementation and compliance with the terms of this Agreement shall be paid to the Council prior to commencement of the Development on the Site

## APPENDIX 1

### LOCAL LETTINGS POLICY

#### **Nomination Rights Policy**

The Policy will apply to all categories of properties on the basis of 100% of all vacancies for the first 80 years (in perpetuity).

The policy will apply to the rented and New Build Homebuy affordable housing on the site.

The Council and the Association are both committed to the Common Housing Register with a direct nomination system where one household is nominated in priority order for any vacancy. All properties will be advertised through the Choice Based Lettings Scheme – Home Options.

#### **Criteria for Selecting Nominations**

In the case of general needs accommodation the Council will make nominations in line with its current allocation policy and lettings plan based on the following allocation criteria:

- 1) Allocations will be made to people living in the parish of Great and Little Witchingham, working in Great and Little Witchingham or with a need to move to Great and Little Witchingham in order to give or receive support to/from close family members as defined in our current allocation policy.
- 2) 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 to/from close family members as defined in our current allocation policy.

Weston Longville  
Alderford  
Brandiston  
Booton  
Morton on the Hill  
Reepham

- 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 to/from close family members as defined in our current allocation policy.

Honingham  
Ringland  
Attlebridge  
Swannington  
Cawston  
Salle  
Wood Dalling  
Themelthorpe

4) Priority will then be given to people living in, working in, or with a need to move to Great and Little Witchingham from within Broadland District or for the purpose of giving or receiving support to/from close family members as defined in our current allocation policy.

The Council will consult the Association in the event of considering changes to its relevant policies.

#### **Administrative Procedure for nominations**

The administrative procedure for nominations shall be in accordance with the operational procedures of the Common Housing Register and Home Options as amended from time to time, or in accordance with such alternative procedures as the Council and the Association shall agree between them.

Peter W Moore  
27 Bancroft Close  
Stoke Holy Cross  
Norwich  
NR14 8LT

**Date Of Decision :**

**Development :** Demolition of Existing Buildings & Erection of Seven Dwellings (Re-submission of 20070224)

**Location :** Land Adj The Bridge PH, Fakenham Road, Great Witchingham

**Applicant:** M Comer Deceased Estate

**Town & 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 The development hereby permitted shall be begun before the expiration of three years from the date of this decision.
- 2 Prior to the commencement of development, details of all external materials to be used in the development shall be submitted to and approved by the Local Planning Authority. The development shall then be constructed in accordance with the approved details.
- 3 Prior to the commencement of development, full details of bicycle parking shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be implemented in accordance with the approved details.
- 4 Prior to the first occupation of the development hereby permitted, the vehicular access shall be constructed in accordance with the Norfolk County Council residential access construction specification and, additionally, to accord with details to be approved in writing by the Local Planning Authority, for the first 4metres into the site as measured back from the near edge of the adjacent carriageway.
- 5 Vehicular and pedestrian and cyclist access to and egress from the adjoining highway shall be limited to the access shown on drawing No.

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06.2186.01 rev B only. Any other access(es) or egresses shall be permanently closed and the footway shall be reinstated in accordance with a detailed scheme to be agreed with the Local Planning Authority in consultation with the Highway Authority, concurrently with the bringing into use of the new access.

- 6 Prior to the first occupation of the development hereby permitted, the proposed on-site parking / turning areas shall be laid out, demarcated, levelled, surfaced and drained in accordance with the approved plan and retained thereafter available for that specific use.
- 7 The development shall be constructed with a minimum finished floor level of 14.25m AOD.
- 8 A flood evacuation plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency before occupancy of any part of the proposed development.
- 9 ~~Prior to the commencement of development, a scheme for the provision and implementation of flood proofing measures shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be carried out in its entirety before the development is first occupied and constructed and completed in accordance with the approved plans and in line with the Department of Communities and Local Government publication 'Flood Resilient Construction - Improving the flood performance of new buildings'.~~
- 10 Surface water shall be disposed to a soakaway system designed and constructed in accordance with BRE Digest 365.
- 11 Prior to commencement of development, a scheme to mitigate the impact of the noise from Fakenham Road on the occupiers of the dwellings shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved scheme.
- 12 Prior to the commencement of development, full details of scheme of hard and soft landscaping and boundary treatments shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved scheme.
- 13 Prior to the commencement of development, full details of a scheme to ensure the protection of all trees shown to be retained on the approved plan shall be submitted to the approved in writing by the Local Planning Authority. The development shall be implemented in accordance with

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the approved scheme.

- 14 The development hereby permitted shall not be carried out otherwise than in accordance with drawing number 06.2186.05 dated May 2008 received 21 May 2008 and drawing number 06.2186.01 Rev C received 16 April 2009.

The reasons for the conditions are:-

- 1 In accordance with Section 91 (as amended) of The Town & Country Planning Act 1990.
- 2 To ensure the satisfactory appearance of the building in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 3 To ensure the satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 4 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 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 5 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 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 6 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 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 7 To ensure the development remains dry in the event of flooding for the adequate protection of the occupants in accordance with Policy CS9 of the Broadland District Local Plan (Replacement) 2006.
- 8 To ensure that the occupants of the development are aware that the site is at risk of flooding in accordance with Policy CS9 of the Broadland District Local Plan (Replacement) 2006.
- 9 To minimise the damage to the development in the event of flooding and enable a faster recovery once flood waters have subsided as is set out in paragraph 5.41 of the Planning Policy Statement 25 Practice Guide.
- 10 To ensure a satisfactory method of surface water drainage, as is outlined in paragraph F.4 of Planning Policy Statement 25 Development and Flood Risk.
- 11 To protect the amenities of future occupiers of the development in

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respect of noise in the locality in accordance with Policy CS14 of the Broadland District Local Plan (Replacement) 2006.

- 12 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan (Replacement) 2006.
- 13 To ensure the continuity of amenity afforded by existing trees in accordance with Policy ENV5 of the Broadland District Local Plan Revised Deposit (Replacement) 2006.
- 14 For the avoidance of doubt and to ensure the permission relates to the application as amended.

The reasons for the decision are

The application has been considered against the Development Plan for the area, these being the East of England Plan - 2008 and the Broadland District Local Plan (Replacement) 2006. The policies particularly relevant to the determination of this application are T14, WM6, ENV7, SS1, H2 and WAT4 of the East of England Plan and GS1, GS3, ENV1, ENV2, ENV5, ENV8, ENV14, TRA8, TRA14, HOU1, HOU3, HOU4, HOU6, HOU18, RL7, CS9 and CS14 of the Broadland District Local Plan.

#### East of England Plan 2008 Policies

Policy SS1 seeks to bring about sustainable development.

Policy H2 requires Development Plan documents to set appropriate targets for affordable housing.

Policy T14 emphasises the need for maximum parking standards.

Policy ENV7 requires that new development should be of high quality which complements the distinctive character and best qualities of the local area.

Policy WAT4 prioritises defending existing properties from flooding and locating new development where there is little or no risk of flooding.

Policy WM6 requires that new development should facilitate the collection, separation, sorting and recycling of waste.

#### Broadland District Local Plan (Replacement) 2006 Policies

Policy GS1 has a presumption in favour of development within settlement limits and a presumption against development outside settlement limits.

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Policies GS3 and ENV2 require that development proposals do not have unacceptable effects upon the character and appearance of the surrounding area and that consideration be given to the layout and design of any development proposal. Policy GS3 requires that development proposals do not have an unacceptable effect in terms of residential amenity.

Policy ENV1 seeks to protect and enhance the environmental aspects of villages. Policy ENV5 seeks to protect natural features such as trees. Policy ENV8 seeks to protect the inherent visual qualities and distinctive character of Areas of Landscape Value. Policy ENV14 requires that development does not detract from the setting of listed buildings.

Policy TRA8 sets out the parking standards. Policy TRA14 requires that development proposals safeguard highway safety and the satisfactory functioning of the highway network.

Policy HOU1 identifies appropriate locations for estate scale development. Policy HOU3 sets out a sequential preference for major housing development. Policy HOU4 requires a proportion of affordable housing in development above a certain size. Policy HOU6 seeks to make efficient use of land whilst having regard for the character and appearance of the area. Policy HOU18 permits affordable housing development out side settlement limits subject to certain criteria.

Policy RL7 sets out the requirements for open space as part of new residential developments.

Policy CS9 requires consideration to be given to flood risk issues. Policy CS14 requires mitigating measures to deal with noise levels that are a potential problem.

Subject to plots 3 and 4 being secured as affordable housing the principle of the proposal would accord with Local Plan policy and the site as a whole would provide 4 open market houses and 3 affordable dwellings. In this case the applicant is proposing that plots 2, 6 and 7 form the affordable housing element of the scheme and that the remainder of the plots are open market housing. Given that whichever plots are designated as affordable or open market, the development of the site would provide 3 affordable dwellings. It is considered that the scheme broadly complies with the aims of Local Plan policy and would help meet the existing need for affordable housing.

Due to the actual plots which are being proposed as affordable housing the scheme is a departure. However, in this case officers are of the opinion that the material considerations set out above outweigh the need for strict accordance with the local plan in this case. The principle of development of the site in the manner proposed would not undermine the aims of the Local Plan or set a precedent for further development in the open countryside. The affordable housing element will be secured for the long term by way of the S106 Agreement.

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The Environment Agency consider part of the development to fall with Flood Zone 2. The Environment Agency do not object to the application subject to a number of proposed conditions. Therefore, it is considered that subject to the conditions the potential impacts of flooding on the development and the potential for the development to increase flooding elsewhere can be managed at a satisfactory level.

The layout of the site would safeguard the residential amenity of the occupiers of neighbouring dwellings and to provide the future occupiers of the proposed dwellings with an adequate level of residential amenity. Noise from the traffic using Fakenham Road could have an adverse impact on the residential amenity of the future occupiers of the proposed dwellings. Subject to the conditions the noise impacts should not have an unreasonably detrimental impact on the residential amenity of the future occupiers of the proposed dwellings.

Subject to the conditions the proposal will provide adequate provision for the parking of cars and bicycles.

Adequate visibility splays can be achieved at the junction of the private drive with the public highway. Therefore the proposal should not result in a hazard or inconvenience to users of the public highway.

The proposed dwellings would be of a form and scale that would be in keeping with existing neighbouring dwellings. The proposed dwellings would be sufficiently separated from the Bridge Public House not to have a significant effect on the setting of the listed building. Subject to appropriate landscaping/boundary treatment along the boundaries of the site with the open countryside, the development would be viewed as part of/against the back drop of the existing built up area of the village. Therefore, the proposal should not have an adverse impact on the character or appearance of the surrounding area. The trees proposed to be removed are not worthy of retention in their own right. However, they do contribute to greening of the area. Therefore, subject to some replacement planting the loss of existing vegetation should not have an adverse impact on the character or appearance of the area.

In this case it would not be practical to provide a useable area of open space on site. Therefore, the open space will be provided by way of a commuted sum towards off site provision, secured by way of the S106 Agreement.

The proposal is therefore in accordance with the policies of the Development Plan.

#### Informative

Any culverts or works affecting the flow of a water course requires the prior written consent of the Environment Agency under the terms of the Land Drainage Act 1991 / Water Resources Act 1991. The Environment Agency seeks to avoid the use of culverts and consent for such works will not normally be granted, except as a means

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of access.

**IMPORTANT – PLEASE READ CAREFULLY THE NOTES BELOW AS FAILURE TO COMPLY COULD MAKE THE DEVELOPMENT HEREBY PERMITTED UNAUTHORISED**

1. This planning permission is granted in strict accordance with the approved plans. It should be noted that:
  - a. Any variation from the approved plans following commencement of the development, irrespective of the degree of variation, will constitute unauthorised development and may be liable to enforcement action.
  - b. You or your agent or any other person responsible for implementing this permission should inform the Development Control Section immediately of any proposed variation from the approved plans and ask to be advised to the best method to resolve the matter. Most proposals for variation to the approved plans will require the submission of a new planning application.
2. This permission is granted subject to conditions and it is the owner and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond.
3. If there is a condition that requires work to be carried out or details to be approved prior to the commencement of the development, this is called a "condition precedent". The following should be noted with regards to condition precedents:
  - a. If a condition precedent is not complied with, the whole of the development will be unauthorised and you may be liable to enforcement action.
  - b. In addition, if a condition precedent is breached, the development is unauthorised and the only way to rectify the development is the submission of a new application.

If any other type of condition is breached then you will be liable to a breach of condition notice.

Signed

Mr P Courtier

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Head Of Development Management & Conservation  
Broadland District Council, Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew,  
Norwich, NR7 0DU



EXECUTED by the parties hereto as a deed on the date written above

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



~~Head of Corporate Services  
and Monitoring Officer~~

*CMB*  
**CHIEF EXECUTIVE**

6210

W  
I  
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EXECUTED AS A DEED by )  
JOSEPH BALL *JOHN MORRIS BALL* )

*Signature Baroni* \*

Name RISHI DHANANI

Address 71 MERLION AVENUE, STANMORE HA7 4RY

*JMB* *Sub--* \*

EXECUTED AS A DEED by )  
CAROLINE JANE COMER MOY )

*Anne Nygren* \*

ANNE NYGREN

Address SPRINGFIELD ROAD

TANERHAM,  
WORWICH, WR8 6QT.

*c.j. Comer Moy* \*)  
*CJM* →