

THIS PLANNING OBLIGATION is made the *Twenty-first* day of *May* One Thousand Nine Hundred and Ninety-Three B E T W E E N BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of Norfolk (hereinafter called "the Council") of the one part and ORBIT HOUSING ASSOCIATION LIMITED whose Registered Office is situate at 44 Queens Road Coventry (hereinafter called "the Owner" of the other part *MS*

WHEREAS:-

- (1) The obligations imposed by this Deed are both planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991 and covenants for the purposes of Section 609 of the Housing Act 1985
- (2) The Council is the Local Planning Authority by whom these obligations and covenants are enforceable
- (3) The Owner is seised in fee simple absolute in possession of the land at Norwich Road Lingwood Norfolk (hereinafter called "the red land") shown edged red on the plan annexed hereto (hereinafter referred to as "the Plan") free from incumbrances
- (4) The Owner together with Bridge Homes Norwich Limited applied to the Council under reference number 92.1244 for planning permission for development (hereinafter referred to as "the development") to be carried out on the red land
- (5) The planning permission sought will be granted pursuant to the Council's Policy on Affordable Housing approved in July 1991 and subject to the Council's Planning Policy for

Children's Play Standards approved in March 1989 as amended July 1992

(6) By virtue of the development potential of the land shown edged blue on the Plan (hereinafter referred to as "the blue land") the red land and the blue land (hereinafter together referred to as "the Estate") fall to be aggregated as one development for the purposes of complying with the Council's planning policy for children's play standards

(7) To meet the Council's planning policy for children's play standards on developments containing 35 to 90 child bedspaces it is necessary to pay:-

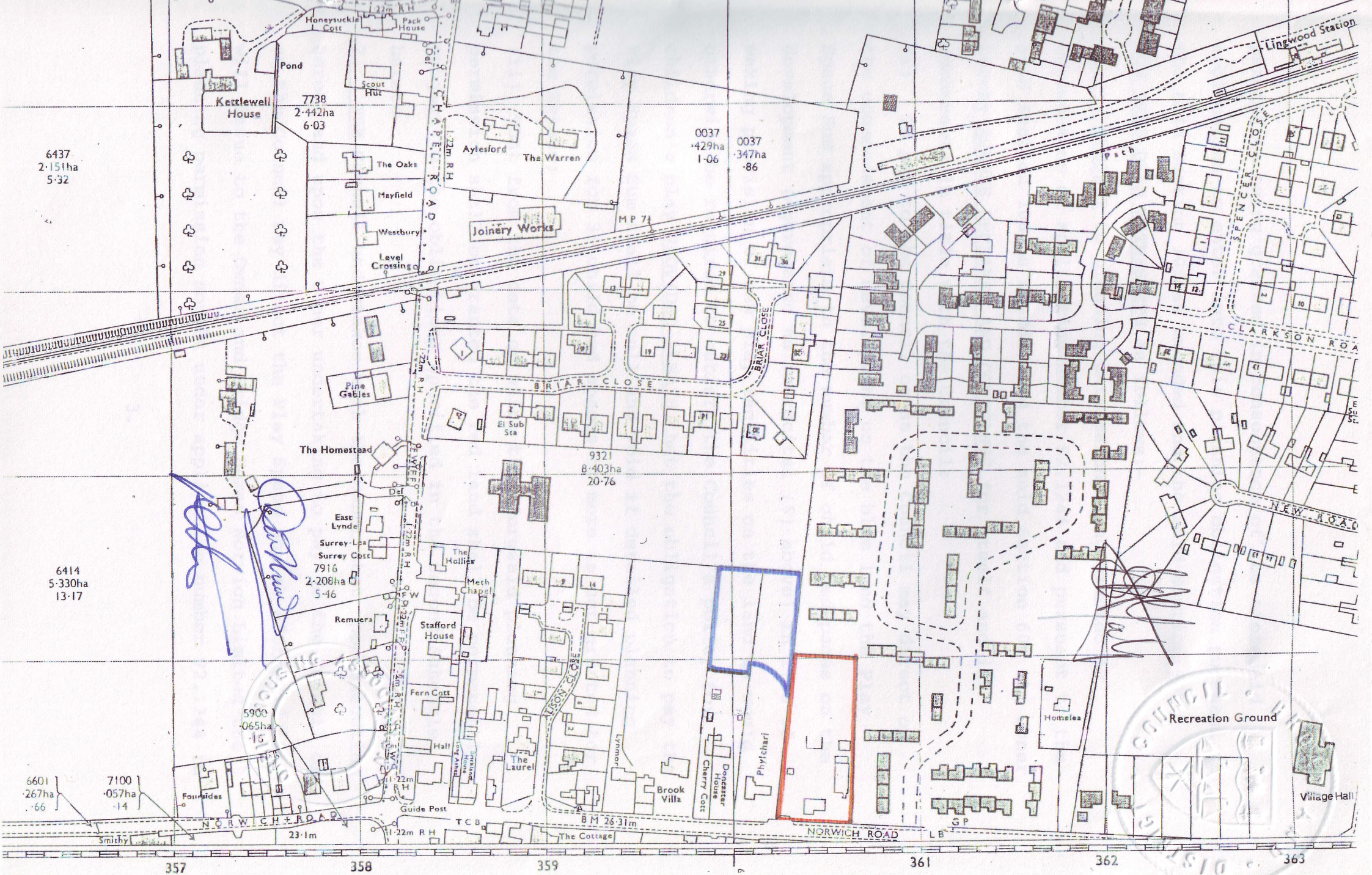
- (a) a sum for the provision of new play facilities or the improvement of existing facilities (hereinafter referred to as "Provision Sum");
- (b) the associated maintenance costs in respect of such facilities for ten years (hereinafter referred to as "Maintenance Sum"); and
- (c) an inflation allowance;

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

(8) The Owner has freely and voluntarily offered to pay to the Council or as the Council may direct the Play Space Sum

(9) The Council has agreed in principle to grant planning permission for the development subject (inter alia) to the Owner entering into a planning obligation on the terms and conditions hereinafter appearing

(10) The Council and the Owner have agreed subject to planning



permission being granted in consequence of the aforesaid application to enter into this planning obligation pursuant to the said Section 106 as amended and the said Section 609

NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of application number 92.1244 and pursuant to the said Section 106 as amended and the said Section 609 the Owner hereby AGREES DECLARES AND COVENANTS for itself and its successors in title with the Council:

(i) To pay to the Council or as the Council may direct on the commencement of development on the blue land the Play Space Sum appropriate to the number of child bedspaces on the development (aggregated as in recital (6) above) in lieu of making provision of new play facilities on the land as would otherwise be required to satisfy the Council's policy for children's play PROVIDED ALWAYS that the obligation to pay the Play Space Sum shall be null and void if detailed planning permission for 35 child bed spaces or more is not granted for the Estate;

(ii) That from the date on which the aforesaid planning permission shall be granted the red land shall be permanently subject to the obligations specified in the Second Schedule hereto

2. THE Council undertakes with the Owner that upon execution hereof and upon the Owner undertaking to pay to the Council or as the Council may direct the Play Space Sum as aforesaid it will issue to the Owner and Bridge Homes Norwich Limited the planning permission sought under application number 92.1244 in

the form of the draft attached hereto

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

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

5. FOR the avoidance of doubt it is hereby agreed that this planning obligation in no way confers any planning permission

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

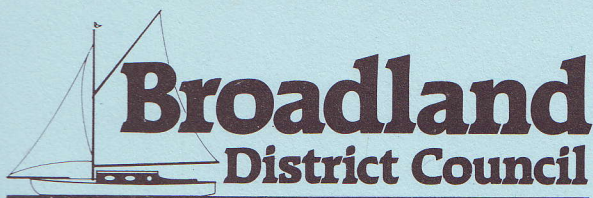
7. THIS document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE referred to

1. Provision Sum

The sum of £117.50p per child bedspace. Child bedspaces to be calculated by subtracting one bedroom from the number of bedrooms in all dwellings with more than one bedroom (except those specifically designed for and occupied by elderly persons or covered by an agreement to



PLANNING PERMISSION

Agent Name

WEARING HASTINGS & NORTON
14 PRINCES STREET
NORWICH
NR3 1AL

Date of Receipt

09 OCT 92

Applicant's Name

BRIDGE HOMES LTD/ORBIT HSG ASSOC
HIGH HOUSE LANE/ST MATTHEWS ROAD
BLOFIELD
NORWICH

Application No.

921244

Decision Date

30 APR 93

Date

30 APR 93

Description and Location of Development

RESIDENTIAL DEVELOPMENT OF 15 DWELLINGS AND NEW
ACCESS ROAD

AT:- DEPOT, NORWICH ROAD, LINGWOOD.

TOWN AND COUNTRY PLANNING ACT 1990

PERMISSION FOR DEVELOPMENT

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

RESIDENTIAL DEVELOPMENT OF 15 DWELLINGS AND NEW
ACCESS ROAD

AT:- DEPOT, NORWICH ROAD, LINGWOOD.

in accordance and subject to the following conditions:

1. The development hereby permitted shall be begun not later
than 5 years from the date of this planning permission.

2. The development hereby permitted shall not be carried out
otherwise than in accordance with the submitted elevation plans
and the amended layout plan received 4th December 1992 (Drawing
No 1815 2b) and amended access details (Drawing No 1815 1F)

received 16th November 1992.

3. No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of landscaping which shall include indications of all existing trees and hedgerows on the land and details of any to be retained together with measures for their protection in the course of development and arrangements to be made for the permanent maintenance of the landscaped areas.

4. The landscaping scheme, including surfacing and boundary treatments as submitted and approved shall be carried out in so far as it affects individual plots before the dwellings on those plots are first occupied unless otherwise agreed in writing by the Local Planning Authority.

5. Any tree or shrub which dies within five years of the planting of the first tree or shrub shown in that position on the approved landscaping scheme shall be replaced to the satisfaction of the Local Planning Authority.

6. No dwellings shall be occupied until such time as a road and footway have been constructed from the dwelling to the adjoining county road to a standard to be agreed in writing with the Local Planning Authority.

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

8. No work shall commence on the site until details of the visibility splay have been approved by the Local Planning Authority and upon approval the visibility splay shall be set out in accordance with the approved plan to the satisfaction of Local Planning Authority. The splay to be retained thereafter in that form, free from obstruction.

9. 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.

NOTE: INFORMATION REGARDING BUILDING REGULATIONS (SEE BELOW).

The reasons for the imposition of the conditions specified herein are :-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act, 1990.

2. To ensure the permission relates to the application, as amended.

3. In the interests of visual amenity and to enhance the amenity of the locality.
4. To ensure the satisfactory development of the site.
5. To ensure the satisfactory development of the site.
6. In the interests of highway safety.
7. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
8. In the interests of highway safety.
9. To ensure the satisfactory development of the site.

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INFORMATION REGARDING BUILDING REGULATIONS

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IF THE ABOVE-MENTIONED DEVELOPMENT INVOLVES ANY WORKS OF A BUILDING OR ENGINEERING NATURE, PLEASE NOTE THAT BEFORE ANY SUCH WORKS ARE COMMENCED IT IS THE APPLICANT'S RESPONSIBILITY TO ENSURE THAT, IN ADDITION TO PLANNING PERMISSION, ANY NECESSARY CONSENT UNDER THE BUILDING REGULATIONS IS ALSO OBTAINED. ADVICE ON THIS POINT CAN BE OBTAINED FROM THE BUILDING CONTROL SECTION OF THIS DIRECTORATE.

.....
Assistant Chief Executive and Solicitor to the Council
Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU.

such). All rooms which are shown as bedrooms or could reasonably be used as such are to be counted

Maintenance Sum

A sum to be calculated by the proper officer of the Council to provide an equivalent of £12 per annum per child bedspace on the Development multiplied by 10 years

Inflation Allowance

(a) By way of additional Provision Sum a sum bearing the same proportion to the Provision Sum as shall be borne by any increase in the Index of Retail Prices from 1st April 1992 until the first day of the month of payment of the Play Space Sum to the Index of Retail Prices at 1st April 1992

(b) By way of additional Maintenance Sum a sum bearing the same proportion to the Maintenance Sum as shall be borne by any increase in the Index of Retail Prices from 1st April 1992 until the first day of the month of payment of the Play Space Sum to the Index of Retail Prices at 1st April 1992

PROVIDED THAT

(i) In this Planning Obligation Index of Retail Prices shall mean the latest Index of Retail Prices published by H.M. Stationery Office or any official publications substituted therefor

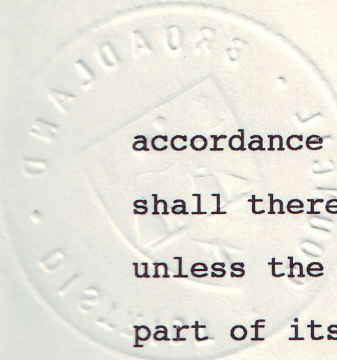
(ii) In the event of any change after the date hereof in the reference base used to compile the said Index the figure taken to be shown in the said Index after such change shall be the figure which would have

been shown in the said Index if the reference base current at the date of execution hereof had been retained

(iii) In the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the said Index or for any other reason whatsoever to calculate the Inflation Allowance by reference to the said Index or if any dispute or question whatsoever shall arise between the parties hereto with respect to the amount of the Inflation Allowance or with respect to the construction or effect of this clause the determination of the Inflation Allowance or other matter in difference shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and giving the information as soon to be available for the operation of this clause

THE SECOND SCHEDULE referred to

1. Not to permit the occupation of any of the dwellings permitted by the said planning permission otherwise than strictly in accordance with the provisions set out in clauses 2 and 3 hereof unless its freehold interest in such dwelling shall be sold or otherwise disposed of in



accordance with clause 4 of this Schedule to a person who shall thereupon become the owner occupier thereof or unless the Owner shall have sold or otherwise disposed of part of its equitable interest in such dwelling to a person who shall thereupon become both the occupier and the part owner thereof

2. In letting the said dwellings the Owner shall use assured tenancy agreements under the Housing Act 1988 or any subsequent amendment or re-enactment thereof:
 - (a) in accordance with such published housing waiting lists and allocation system as may be adopted by the Owner from time to time; and
 - (b) to persons nominated by the Council to fulfil its statutory obligations in relation to housing
3. In determining the rent for each of the said dwellings the Owner shall comply with the guidance issued from time to time by the Housing Corporation to Registered Housing Associations in England on the broad principles which the Housing Corporation requires Associations to adopt in determining rent policies and setting rents (such guidance currently being contained in Housing Corporation Circular EC60/89 entitled "Rent Policy and Principles")
4. Not to sell or otherwise dispose of its freehold interest in the Land or any part thereof without the consent of the Housing Corporation in accordance with Section 9 of the Housing Associations Act 1985 or the General Consent 1990

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



4540

Assistant Chief Executive and Solicitor to the Council

THE COMMON SEAL of ORBIT HOUSING)
ASSOCIATION LIMITED was hereunto)
affixed in the presence of:-)

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ms

Authorised Signatory:

Authorised Signatory:



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DATED 21st May 1993

BROADLAND DISTRICT COUNCIL

and

ORBIT HOUSING ASSOCIATION

LIMITED

BM

ms

Qd

PLANNING OBLIGATION

Under Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Land Compensation Act, 1991, and Section 609 of the Housing Act 1985 relating to Land at Norwich Road, Lingwood, Norfolk

B.A.Yates,
Assistant Chief Executive and
Solicitor to the Council,
Broadland District Council,
Thorpe Lodge, Yarmouth Road,
Thorpe St. Andrew,
Norwich, NR7 ODU.

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