

Dated 26<sup>th</sup> January 2010 ~~2009~~

BROADLAND DISTRICT COUNCIL

- AND -

NORFOLK COUNTY COUNCIL

- AND -

NORFOLK FRAMES LIMITED

- AND -

NATIONAL WESTMINSTER BANK PLC

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

relating to the development of land  
at 26 Old Norwich Road Marsham Norfolk

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

FC/JR/BDCCTR-24141  
Created : 09/08/07  
Updated: 17/06/09

THIS AGREEMENT is made the 26<sup>th</sup> day of January 2010  
2009

BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road  
Thorpe St Andrew Norwich Norfolk NR7 0DU (hereinafter called "The  
Council")
2. NORFOLK COUNTY COUNCIL (hereinafter called "The County Council")  
of County Hall Martineau Lane Norwich NR1 2DH
3. NORFOLK FRAMES LIMITED (Co.Reg. No. 1888690) of Park Farm,  
26 OLD NORWICH ROAD, MARSHAM, NORWICH, NORFOLK, NR10 5PR  
~~Milham, King's Lynn, Norfolk PE32 2RD~~ (hereinafter called "the Owner")
4. NATIONAL WESTMINSTER BANK PLC whose registered office is at 135  
Bishopsgate London EC2 3UR (hereinafter called "the Mortgagee")

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 40% 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 a mix of Affordable Rental Units and Shared Ownership Units

"Affordable Rental Unit "	a single unit of Affordable Housing 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
"Application"	the application for outline planning permission dated 9 <sup>th</sup> August 2006 for residential development on the Land and highway and associated site works in accordance with the plans deposited with the Council bearing reference number 20061313
"Development"	the development permitted by the Planning Permission
"Director"	the Council's Strategic Director and Chief Planner (Community Services) or other officers of the Council acting under his hand
"Primary School Contribution"	the sum of £2,737 per multi-bed house, bungalow or maisonette and £1,369 per multi-bed flat or apartment over and above 56 Dwellings such sum to be Index Linked
"High School Contribution"	the sum of £2,305 per multi-bed house, bungalow or maisonette and £1,153 per multi-bed flat or apartment over and above 455 Dwellings such sum to be Index Linked

"Index Linked"	<p>means that any sum payable to the County Council under the terms of this Deed which is expressed to be index linked shall be increased or decreased from 16th April 2008 until the date of payment in accordance with the requirements of Clause 14</p> <p>in proportion to the increase or decrease in the Royal Institution of Chartered Surveyors Building Cost Information Service All In Tender Index or in the event that such Index or Indexes cease to be published then such other Index as the County Council shall reasonably determine</p>
"Inflation Provision"	<p>the increase (if any) in the Department for Business enterprise and Regulatory Reform (BERR) between 30<sup>th</sup> September 2006 and the date upon which a payment of the Off-Site Open Space Contribution is made pursuant to this Agreement</p>
"Library Contribution"	<p>the sum of £50 per Dwelling such sum to be Index Linked</p>
"Open Space"	<p>an area or areas within the Site identified in any plan approved by the Council for use as Open Space and provided in accordance with the requirements of Schedule 2 part 1 of this Agreement</p>
"Off-Site Open Space Contribution"	<p>the sum calculated in accordance with the formula set out in Schedule 2 part 2 to this Agreement increased in accordance with the</p>



## Inflation Provision

"Open Space Maintenance Contribution"	such sum reasonably required by the Council for the future maintenance in perpetuity of the Open Space such sum to be increased in accordance with 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 in the terms attached hereto pursuant to the Application
"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 formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002)
"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 which lease shall include arrangements enabling the lessee to acquire up to <sup>80</sup> ~~100~~ <sup>eighty</sup> per cent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and shall allow a rent to be charged on the remainder of the equitable interest such rent not to exceed Homes and Communities Agency target rents (or if such targets cease to be set such other measures of affordable rents as The 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

"Site"

the land at 26 Old Norwich Road Marsham shown for the purposes of identification only edged red on the Plan

"Dwelling"

means any residential dwelling (comprising a bungalow, flat, maisonette or house) 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

W H E R E A S:

- A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated and the County Council is the relevant Highway Authority and is also a Local Planning Authority for the purposes of the Act
- B. The Owner is the freehold owner of the Site part of which is registered at Land Registry with Title Nos NK 107366 and NK 171855 and the Mortgagee has a legal charge over the Site
- C. The Owner 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 Owner hereunder are planning obligations enforceable by the Council and the County Council against the Owner and its 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 Owner 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 or the County Council in the exercise of their functions as Local Planning Authority and Highway 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 or the County 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 or the County Council of any breach or default by the Owner in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County 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 obligations and restrictions 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

3.5 The County Council shall not be liable to any person under this Agreement after that person has parted with all interest in the Site but without prejudice to any liability arising prior thereto

3.6 The Mortgagee shall not incur liability under this deed other than for breach of obligations herein which occur during such period as the Mortgagee is a Mortgagee in possession of the site or the part of the site in respect of which such breach occurs.

4. NOTICES

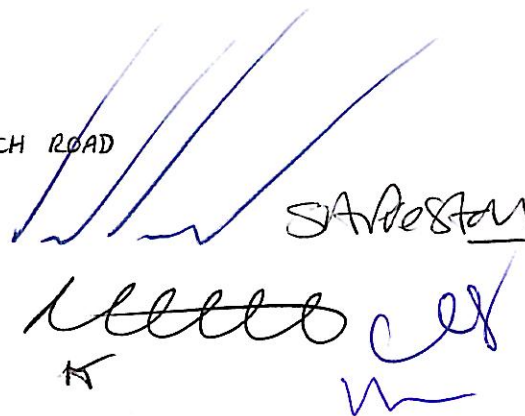
- 4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile
- 4.2 The address for any notice or other written communication in the case of each party to this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

The Council	The Strategic Director and Chief Planner (Community Services) Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich NR7 0DU
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The Owner	Norfolk Frames Limited <del>Park Farm</del> 26 OLD NORWICH ROAD <del>Mileham</del> MARSHAM <del>King's Lynn</del> NORWICH <del>Norfolk</del> NORFOLK <del>PE32 2RD</del> NR10 5PR
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The County Council	Head of Law County Hall Martineau Lane Norwich NR1 2DH
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The Mortgagee	National Westminster Bank PLC Credit Documentation P O Box 339 Manchester M60 2AH
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- 4.3 Any notice or other written communication to be given by the Council or County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council or County 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

5.2 The County Council shall not be liable to any person under this Agreement after that person has parted with all interested in the Site but without prejudice to any liability arising prior thereto

6. COSTS

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

7. PAYMENT OF INTEREST

7.1 The Owner 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 Owner agrees 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 Owner hereby warrants that it is the freehold owner of the Site and has full power to enter in to this Agreement and that save for the Mortgagee's interest 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 and the County Council's Head of Law prior to the date hereof

## 12. DISPUTES

12.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same

12.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution

12.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

12.4 Nothing in Clauses 12.1 and 12.2 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

### 13. PLANNING OBLIGATIONS

13.1 The Owner hereby covenants with the Council to carry out and comply with the obligations and restrictions set out in Schedules 1 2 and 5 to this Agreement

13.2 The Owner hereby covenants with the County Council and the Council to carry out and comply with the obligations and restrictions set out in the Schedules 3 4 and 6 to this Agreement

### 14. INDEX LINKED

14.1 Unless otherwise stated all contributions payable under the provisions of this Agreement by the Owner to the County Council as appropriate will be Index Linked in accordance with the following parts of this Clause

14.2 For the purposes of applying indexation the index will have the following meanings:-

14.2.1 for the Primary School Contribution, the High School Contribution and the Library Contribution the RICS Building Cost Information Service All In Tender Index

or in the event that any such index ceases to be published then in its place such reasonably equivalent index as the County Council shall specify

- 14.3 Indexation will commence on 16 April 2008 and will end on the date or dates when the relevant contributions or other sums are paid
- 14.4 The relevant contribution will be increased by an amount equivalent to the percentage difference between the published (index) at the date of this Agreement and the published (index) at the date of payment
15. MORTGAGEE
- 15.1 The Mortgagee hereby consents to the completion of this Agreement and acknowledges that from the date this Agreement comes into effect the Site shall be bound by the restrictions and obligations contained herein

## **SCHEDULE 1**

### **1. AFFORDABLE HOUSING**

- 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 a 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 In any event no more than seven Open Market Dwellings shall be occupied on the Site prior to the commencement of construction of the Affordable Housing on the Site pursuant to the Planning Permission and no more than eighteen Open Market Dwellings shall be occupied on the Site prior to the completion of the construction of all the Affordable Housing on the Site pursuant to the Planning Permission so that each Affordable Housing Unit is ready and available for occupation
- 1.3 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 Units

- 1.4 Units of Affordable Housing shall not be occupied other than by Qualifying Occupiers
- 1.5 Except where this would be inconsistent with the intention of this Agreement the Owner 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 another Registered Social Landlord
- 1.6 Paragraphs 1.2 1.3 and 1.4 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 Owner 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

## **SCHEDULE 2**

### **2. OPEN SPACE**

#### **Part 1 – On-site provision**

- 2.1 not to occupy or allow to be occupied more than 10 Dwellings on the Site until the Open Space has been laid out to the reasonable satisfaction of the Council in accordance with detailed plans and a scheme to be submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed)
- 2.2 to maintain the Open Space to the reasonable satisfaction of the Council until the Open Space is transferred to the Council or another Body as deemed appropriate

- 2.3 not earlier than 8 months but not later than 12 months following the laying out of the Open Space to serve notice on the Council (the Open Space Notice) offering to transfer the Open Space to the Council or appropriate Body on the terms and conditions set out in Schedule 5 hereof
- 2.4 Upon or before any transfer of the Open Space the Owner shall pay to the Council the Open Space Maintenance Contribution
- 2.5 neither the Owner nor the Council shall unreasonably delay or prevent the completion of or unreasonably refuse to complete a deed of Transfer of the Open Space to the Council or appropriate Body following the service of the Open Space Notice

## **Part 2 – Off-Site Contribution**

- 2.8 If the area of the Open Space (referred to below as "A1") should be less than the total (referred to below as "A2") of 36 sq m for each one bedroom dwelling, 48 sq m for each two bedroom dwelling, 60 sq m for each three bedroom dwelling, 72 sq m for each four bedroom dwelling and 84 sq m for each dwelling with five or more bedrooms in the Development the Owner shall pay to the Council the Off-Site Open Space Contribution calculated in accordance with paragraph 2.9 of this Schedule within 28 days of the commencement of the Development for the purposes of s 56(2) of the Act
- 2.9 The Off-Site Open Space Contribution shall be the total of
- |  |        |
|--|--------|
| for each 1 bedroom dwelling comprised in the Development     | £2,311 |
| for each 2 bedroom dwelling comprised in the Development     | £2,311 |
| for each 3 bedroom dwelling comprised in the Development     | £3,467 |
| for each 4 bedroom dwelling comprised in the Development     | £3,467 |
| and for each 5 bedroom dwelling comprised in the Development | £4,623 |
- divided by A2 and multiplied by the difference between A2 and A1

- 2.10 The Off-Site Open Space Contribution shall be increased in accordance with the Inflation Provision
- 2.11 The Council shall return forthwith to the Owner any part of the Off-Site Open Space Contribution which is not expended on the provision or equipping of public open space in the parish of Marsham within five years of the date of the payment thereof to the Council

### **SCHEDULE 3**

#### **3. PRIMARY SCHOOL CONTRIBUTION & HIGH SCHOOL CONTRIBUTION**

- 3.1 The Primary School Contribution and the High School Contribution shall be paid to the County Council in its capacity as Education Authority prior to the occupation of 25% of all Dwellings constructed on the Site

### **SCHEDULE 4**

#### **4. LIBRARY CONTRIBUTION**

- 4.1 The Library Contribution shall be paid prior to occupation of the 10<sup>th</sup> Dwelling erected on the Site

### **SCHEDULE 5**

#### **5. LAND TRANSFER PROVISIONS**

- 5.1 Completion of the transfer of the Open Space required by this Agreement to be transferred to the Council shall take place on such date as shall be agreed in writing between the Council and the Owner or in default of such agreement upon such date as shall be specified in a notice in writing given by the Council



to the Owner or by the Owner to the Council such notice to be given not later than 28 days before the date specified for completion

- 5.2 The Open Space shall be transferred with full title guarantee and with vacant possession
- 5.3 The transfer shall contain all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the land transferred for the purpose it is being transferred
- 5.4 The transfer will if so required by the Owners contain a covenant by the Council restricting the use of the land transferred to the purpose for which it is transferred and for no other use whatsoever except in the case of open space land as defined in the Open Spaces Act 1906 where the transfer will contain an agreement and declaration that such open space land shall be maintained as open spaces under the provisions of the Open Spaces Act 1906
- 5.5 The standard conditions of sale (4<sup>th</sup> edition) shall apply to any transfer under the provisions of this Schedule so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Agreement

## **SCHEDULE 6**

### **6. FIRE HYDRANT PROVISIONS**

- 6.1 Prior to commencement of development (as defined in s.55(1) of the Act) to submit to the County Council in consultation with Norfolk Fire Service a scheme for the provision of one fire hydrant (served by mains water supply) for every 50 Dwellings forming part of the Development

<b>Application Number</b>
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20061313
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Bidwells  
1 Ferry Road  
Norwich  
NR1 1SW

**Date Of Decision :** 16 April 2008  
**Development :** Residential Development (Outline)  
**Location :** Norfolk Frames Ltd, 26 Old Norwich Road, Marsham  
**Applicant :** Norfolk Frames Ltd

**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 layout, scale, appearance and 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 must be made to the local planning authority before the expiration of three years from the date of this decision.
- 3 The development hereby permitted must be begun no later than the expiration of two years from the final approval of the reserved matters, or, in the case of approval on different dates, the final approval of the last such matter to be approved.
- 4 Concurrently with the detail required to be submitted in respect of Condition 1 the following details shall be submitted to and approved by the Local Planning Authority. The work shall then be carried out in accordance with the approved details.
  - (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, 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 an arboricultural impact assessment and 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) provision to be made for the parking of vehicles

(g) the provision to be made for the storage and disposal of refuse

(h) details of the siting and design of housing for public utilities (e.g. electricity sub-stations).

- 5 The use of acoustically attenuated glazing shall be used on windows and doors in the elevations of properties directly facing the A140, details of which shall be submitted to and approved by the Local Planning Authority, prior to the commencement of development. The work shall be carried out in accordance with the approved details and thereafter retained in its approved form.
- 6 No works shall commence on site until a detailed scheme for the off-site highway improvement works to provide a roadside footway along Old Norwich Road, remodel the junction of Old Norwich Road and The Street and create a traffic calmed zone on Old Norwich Road and The Street have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.
- 7 Prior to the first occupation of the development hereby permitted the off-site highway improvement works referred to in Condition 6 shall be completed to the written satisfaction of the Local Planning Authority in consultation with the Highway Authority.
- 8 No works shall commence on site until such time as detailed plans of the roads, footways, 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 works shall be carried out in accordance with the approved plans.
- 9 No works shall be carried out on roads, footways, foul and surface water sewers otherwise than in accordance with the specifications of the Local Planning Authority in consultation with the Highway Authority.
- 10 Before any dwelling is first occupied a road and footway shall be constructed to binder course surfacing level from the dwelling to the adjoining County road in accordance with details to be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority.

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- 11 No works shall commence on the site until the Traffic Regulation Order to create a 20mph zone on Old Norwich Road and The Street has been secured by the Highway Authority.
- 12 Prior to the commencement of development a scheme, including a method statement, for the demolition of the existing buildings on the site shall be submitted to and approved in writing by the Local Planning Authority. The work shall be carried out in accordance with the approved details.
- 13 No development approved by this planning permission shall commence until:
  - a) A full site investigation covering all parts of the site has been designed submitted to and approved by the Local Planning Authority. The investigation must be sufficiently detailed to enable a Quantitative Risk Assessment of the site conditions and contamination present in, on and under the land. The investigation should also include an assessment of ground gas concentrations and flows and surface and ground waters. The investigation must enable the refinement of the conceptual site model to better reflect the conditions on the site and enable the production of a Remediation Method Statement for the site.
  - b) Following the completion of the site investigation a Quantitative Risk Assessment to protect all of the identified receptors must be submitted to and approved in writing by the Local Planning Authority.
  - c) A Remediation Method Statement must be submitted to the Local Planning Authority for written approval before the commencement of remedial works. This must include all measures to be adopted to minimise the potential or actual impact on the identified receptors to ensure the site is fit for the proposed future use.
  - d) The remedial works must be carried out in accordance with the Remediation Method Statement. If there are any changes to the agreed method details of these need to be submitted in writing to the Local Planning Authority for written approval before they are implemented.
  - e) Upon completion of the remedial and mitigation works a post remediation validation report must be submitted to the Local Planning Authority. This must provide details of the work carried out on the site, any changes to the Conceptual Model, the Quantitative Risk Assessment, the Remediation Method Statement and all validation data. The properties are not to be occupied until the post remediation validation report has been approved by the Local Planning Authority.
- 14 No infiltration of surface water drainage into the ground shall be permitted for those parts of the site where it has been demonstrated that there would be a resultant unacceptable risk to controlled waters without prior agreement, in writing, with the Local Planning Authority.

The reasons for the conditions are:-

- 1 In accordance with Section 92 (as amended) of The Town & Country

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20061313
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Planning Act 1990.

- 2 In accordance with Section 92 (as amended) of The Town & Country Planning Act 1990.
- 3 In accordance with Section 92 (as amended) of The Town & Country Planning Act 1990.
- 4 To ensure the proper development of the site without prejudice to the amenities of the area, and in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 5 To safeguard the amenities of the future residential properties in accordance with the criteria specified in Policies GS3 and CS14 of the Broadland District Local Plan (Replacement) 2006.
- 6 To ensure that the highway improvement works are designed to an appropriate standard in the interest of highway safety and to protect the environment of the local highway corridor in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 7 To ensure that the highway network is adequate to cater for the development proposed in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 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 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 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 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 10 To ensure the satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 11 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.
- 12 To ensure the proper development of the site without prejudice to the amenities of the area, and in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 13 In order to secure a safe satisfactory form of development, suitable for human habitation in accordance with Policy GS3 of the Broadland District



<b>Application Number</b>
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20061313
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Local Plan (Replacement) 2006.

- 14 To protect the major aquifer from contamination in accordance with Policy CS3 of the Broadland District Local Plan (Replacement) 2006.

**Reasons for the decision:**

This application has been considered against the development plan for the area, this being the Norfolk Structure Plan and Broadland District Local Plan (Replacement). The policies particularly relevant to the determination of this application are GS1, GS3, GS4, ENV1, ENV2, HOU1, HOU3, HOU4, HOU6, HOU10, EMP2, TRA4, TRA14 AND RL5 of the Broadland District Local Plan (Replacement).

It is considered that the continued commercial use of the site is not viable and the loss of the manufacturing operation in close proximity to nearby residential properties offers a benefit to the locality.

The proposed access arrangements to the site and the off-site highway improvements are considered acceptable and do not represent a threat to highway safety or the satisfactory functioning of the local highway network.

The visual impact of the proposed redevelopment of the site is also acceptable and it will not adversely affect the character and appearance of the surrounding area.

The proposal is therefore considered to be an acceptable form of development which does not undermine the policies of the development plan.

**Informatives:**

The site is subject to a related agreement under Section 106 of the Town & Country Planning Act 1990.

It is an offence to carry out any works within the Public Highway, which includes a Public Right of Way, 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 Highway Development Control Group based at County Hall in Norwich. Please contact Bryan Dye on (01603) 223274.

Public utility apparatus may be affected by this proposal and contact should be made with the appropriate utility service to reach agreement on the necessary alterations, which have to be carried out at the expense of the developer.

The Environment Agency has recommended that contaminated land investigations

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follow guidelines laid down in Contaminated Land Report 11 (CLR11), Model procedures for the Management of Land Contamination, available via the Environment Agency's website.

If it is intended to import material to the site for use, the must be 'non-waste' from certified uncontaminated sources otherwise its use will be subject to the requirement of a Waste Management Licence, or registration as an exemption to licensing with the Environment Agency. If necessary the Environment Agency should be contacted for further advice on this matter.

Potential contaminants in future site investigation should include BTEXs, mtbe, acetone and specifically any solvent previously used on the site also agricultural pesticides unless it can be demonstrated that these have not been stored on the site.

The developer is responsible for the safe development of the site and the developer will need to have approval from the Building Control Officer dealing with this development for the gas protection system to be included beneath the buildings.

**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, is likely to 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. Proposals for variation to the approved plans will usually 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 in the permission 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:



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- a. If a condition precedent is not complied with, the whole of the development may be unauthorised and you may be liable to enforcement action.

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

Signed



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

DRAFT

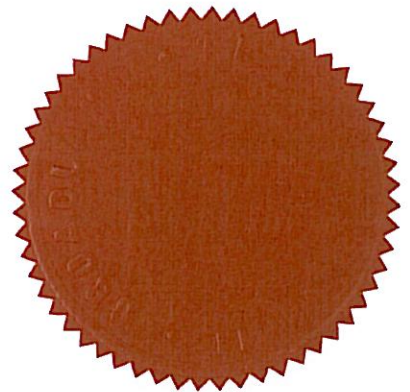
- 6.2 To procure the installation of the hydrants in accordance with the scheme approved by the County Council in consultation with Norfolk Fire Service to the satisfaction of the County Council in consultation with Norfolk Fire Service prior to first occupation of any Dwelling

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 )

*M. Murrell*

Head of Corporate Services  
and Monitoring Officer



6263

THE COMMON SEAL of )  
NORFOLK COUNTY COUNCIL )  
was hereunto affixed )  
in the presence of )

*Vicki R*

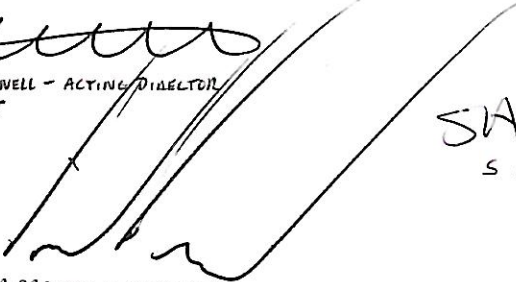
Head of Law



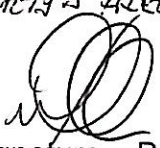
EXECUTED AS A DEED by )  
NORFOLK FRAMES LIMITED )  
acting by )


  
A McDONNELL - ACTING DIRECTOR  
Director

  
S PRESTON - SECRETARY

  
P PRESTON - DIRECTOR

SIGNED AND DELIVERED )  
AS A DEED for and on behalf )  
of NATIONAL WESTMINSTER )  
BANK PLC by a duly authorised )  
Attorney in the presence of )  
MARTIN GREENMAN

  
Witness' Signature - Bank Employee

  
John Yates Document  
Re: Document 7A7com  
512343 / R2 / m.c.