

-DATED

20 November 2002.

2002

BROADLAND DISTRICT COUNCIL

- AND -

WHERRY HOUSING ASSOCIATION LIMITED

- AND -

GEORGE WIMPEY UK LTD

- AND -

NORFOLK COUNTY COUNCIL

AGREEMENT

Made pursuant to Section 106 of the Town
and Country Planning Act (as amended) 1990
and any other enabling power relating to the
development of land at the North to White
Woman Lane, Sprowston

Steele & Co
2 The Norwich Business Park
Whiting Road
Norwich NR4 6DJ

THIS AGREEMENT is made the 20th day of November Two thousand and two
BETWEEN

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe
St Andrew Norwich in the County of Norfolk (hereinafter called "The Council")
2. WHERRY HOUSING ASSOCIATION LIMITED and whose address is Anglia
House 6 Central Avenue St. Andrews Business Park Thorpe St. Andrew Norfolk
(hereinafter called "Wherry")
3. GEORGE WIMPEY UK LIMITED and whose registered office is situate at St.
Davids Court Union Street Wolverhampton West Midlands WV1 3JE (hereinafter
called "the Developer")
4. NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich
Norfolk (hereinafter called "the County")

RECITALS

- (A) (1) In this Agreement unless the context otherwise requires the following
words shall have the following meanings:-

"Affordable Housing Land" Those parts of the Land coloured yellow on the
Plan on which it is proposed to construct a Frail
Elderly Scheme, the Shared Ownership Housing
and the General Needs Housing

"Application" the application for full planning permission to
develop the Land and dated 7th March 2001
submitted to the Council in accordance with the
Application plans and other materials deposited
with the Council and bearing reference no
010302

"Development" the development permitted by the Permission

EXISTING FOOTWAY/CYCLEWAY
TO SPIXWORTH CONSTRUCTED AS
PART OF NORWICH AREA
STRATEGY



John

CHIEF EXECUTIVE

THE SITE

PRIORITY JUNCTION
ACCESS TO SITE

EXTENT OF LAND
REQUIRED FOR
JUNCTION AND
VISIBILITY SPLAY

EXTENT OF LAND
REQUIRED FOR
JUNCTION AND
VISIBILITY SPLAY

PROPOSED 2.5m
FOOTWAY/CYCLEWAY
PLUS 0.5m
DETERRENT STRIP

PROPOSED 28m ICD
FOOTWAY/CYCLEWAY TO BE
LOW CONSTRUCTION

EXTENT OF NEW HO

AREA TO BE GIVEN
TREE PLANTING AND
FOOTWAY/CYCLEWAY



Drawn

Approved

Date

Project
WHITE WOMAN LANE NORWICH

PROPOSED TRAFFIC
SIGNAL CONTROLLED
JUNCTION

NORTH WALSHAM ROAD

Ward Bay CR

PROPOSED 2.5m
COMBINED
FOOTWAY/CYCLEWAY

PROPOSED 2.5m
COMBINED
FOOTWAY/CYCLEWAY

E1 Sub Sta

POSTS

ARCHER CLOSE

ARCHER CLOSE

NG
AY/CYCLEWAY

PIONEER ROAD

CHIEF EXECUTIVE

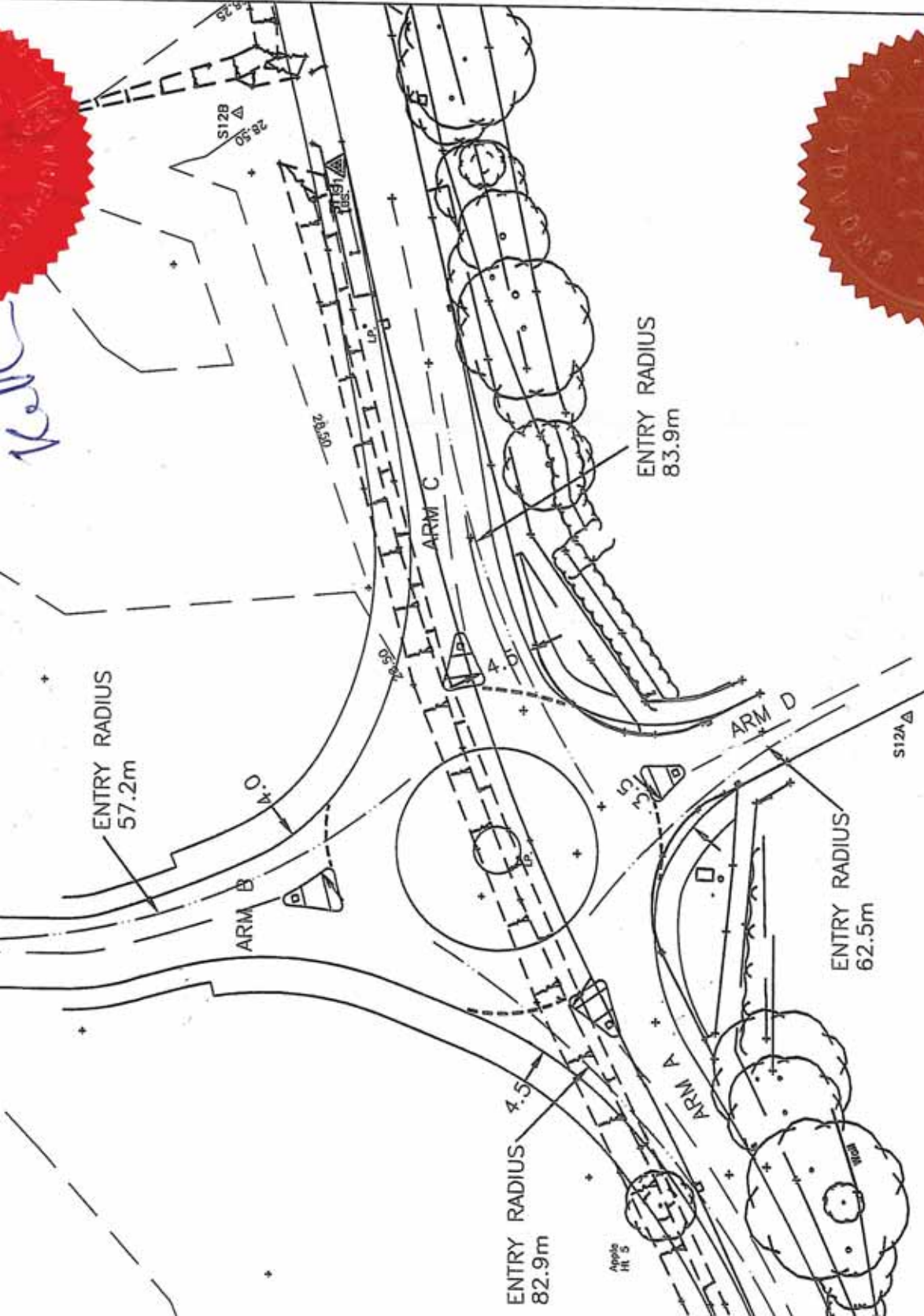
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NOTES

- 1 ALL DIMENSIONS ARE IN METRES STATED.
- 2 ALL STREET LIGHTING IS TO BE BS5489 : PART 4. THIS WILL U WITH LOW PRESSURE SODIUM L LANTERNS.
- 3 ENTRY WIDTHS ARE TO BE FOR ONLY. ALL VEHICLE ENTRY DEFL 100m.
- 4 ENTRY WIDTH DETAILS:
ARM A - 4.5m FOR SINGLE LANE EXISTING ROAD, ENTRY RADIUS 82.9m
ARM B - 4.0m VEHICLES APPROX ZONE, ENTRY RADIUS 57.2m.
ARM C - 4.5m FOR SINGLE LANE EXISTING ROAD, ENTRY RADIUS 83.9m
ARM D - 3.5m EXISTING ESTATE MOVEMENTS, ENTRY RADIUS 62.5m
- 5 EXISTING FOOTWAYS ALTERED TO PROPOSED SPLITTER ISLANDS.
- 6 SUBSIDIARY ISLAND TO BE BOUND NOSE KERB WITH 35mm UPSTAN A CLEARLY CONTRASTING MATERIAL
- 7 SPLITTER ISLAND OFFSIDE KERBS TANGENTIALLY FOR GUIDANCE OF SUBSIDIARY ISLAND.



CABCA
CHIEF EXECUTIVE

S379

John

cm

Drawn

Approved

Date

NORWICH OFFICE

Project
WHITE WOMAN LANE

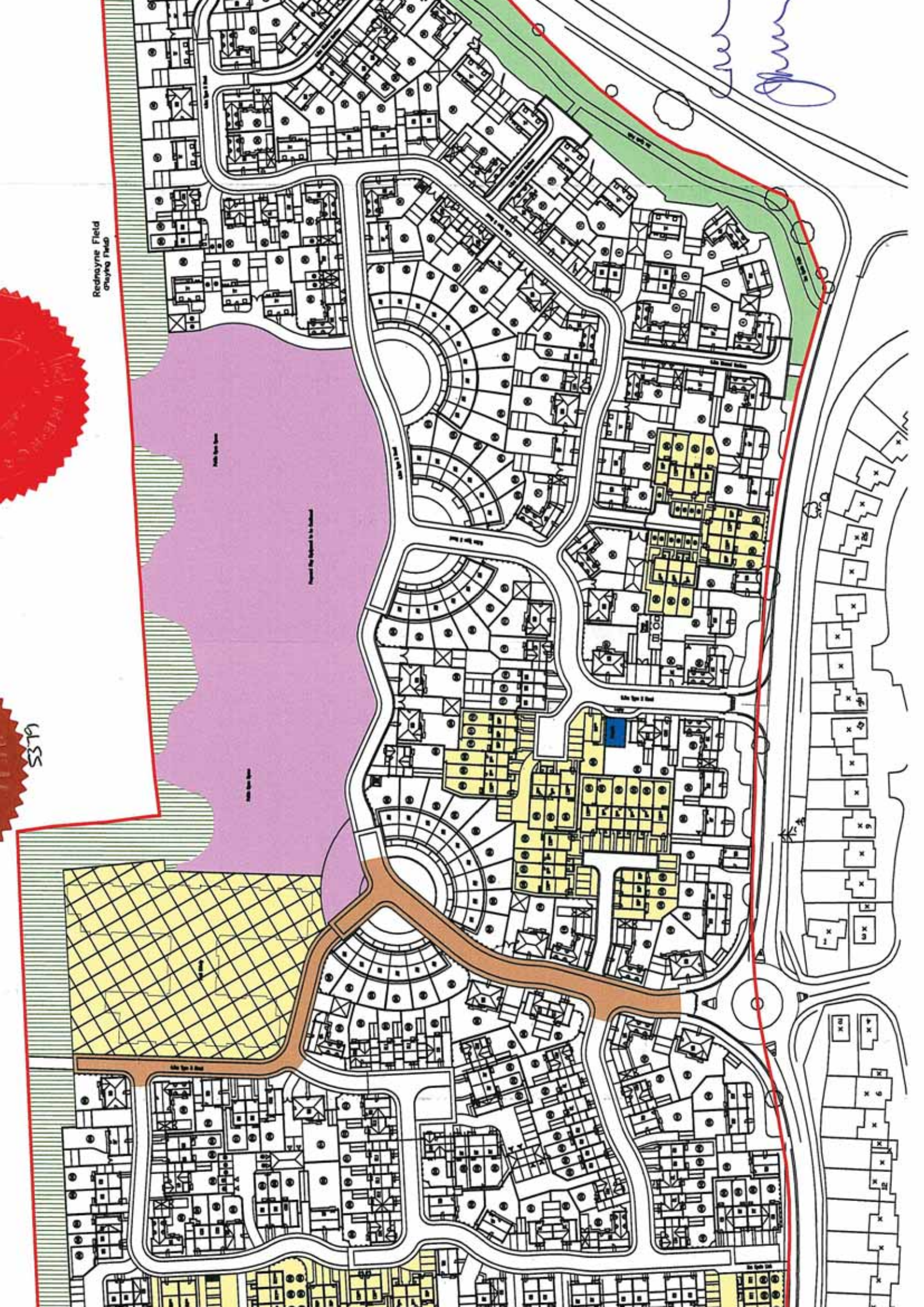
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"Drawing"	drawing number 647 500/01 B annexed hereto
"Frail Elderly Scheme"	the building comprising 40 units of accommodation for frail elderly people that it is intended to construct on that part of the Affordable Housing Land shown (cross hatched black) on the Plan
"General Needs Housing"	the 42 units of general needs affordable housing which it is intended to construct on part of the Affordable Housing Land
"Inflation Provision"	the increase (if any) in the RICS All In Tender Price Index between the date of this Agreement and the date upon which a payment of money is made or play equipment provided in accordance with the requirements of the provisions of this Agreement
"Occupation"	when the Developer hands over to the Council a Completion Certificate as issued by the NHBC
"Part A Works"	those works set out in Schedule One hereto
"Part B Works"	those works set out in Schedules Two and Three hereto
"Part C Works"	those works set out in Schedule Four hereto
"Part D Works"	those works set out in Schedule Five hereto

Building Cost Information Service *CB* *CS*

Rednoyne Field
playing field

53-19



“Permission”	the planning permission granted pursuant to the Application together with any renewal or modification thereof
“the Plan”	the plan or plans annexed to this Agreement
“Public Open Space”	the Public Open Space as coloured mauve on the Plan(s)
“Recycling Centre”	coloured blue on the Plan
“Residential Dwelling”	a dwelling forming part of the Development excluding dwellings comprised in the Frail Elderly Scheme
“Shared Ownership Housing”	the 13 units of shared ownership housing which it is intended to construct on part of the Affordable Housing Land
“TRO”	any order under the Road Traffic Regulation Act 1984 determined by the County Council as Highway Authority in its absolute discretion as required in connection with the Works
“1990 Act”	means the Town and Country Planning Act 1990 (as amended)

(2) In this Agreement unless the context otherwise requires:

- (i) words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa.
- (ii) “party” or “parties” means a party or parties to this Agreement.
- (iii) references to any party shall include the successors in title and assigns of that party.

- (iv) where a party includes more than one person any obligations of that party shall be joint and several.
 - (v) headings in this Agreement shall not form part of or affect its construction.
 - (vi) references to clauses and schedule are references to clauses in and schedules to this Agreement.
 - (vii) where a party or any officer or employee is required to give its consent approval or agreement in any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed.
 - (viii) 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.
- (B) The Council and the County are Local Planning Authorities for the purposes of the 1990 Act and the County is the Highway Authority within the meaning of the Highways Act 1980 ("the Highways Act") for the area within which the Land is situated.
- (C) The Developer is the freehold owner of the land (other than the Affordable Housing Land) (herein called "the Land") shown for the purpose of identification only edged red on the Plan annexed hereto as the same is registered with Title Number NK 270610 subject to the matters contained in the Property and Charges Register for that Title Number but otherwise free from encumbrances.
- (D) Wherry is a Registered Social Landlord and the freehold owner of the Affordable Housing Land.

- (E) Having regard to the Development Plan and other material considerations the Council consider it expedient in the interests of the proper planning of their area that provision should be made for regulating or facilitating the Development of the Land in the manner hereinafter appearing and the Council is satisfied the Permission can only be granted subject to and upon completion of this Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. GENERAL

- 1.1 This Agreement and the covenants that appear hereinafter are made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and any other enabling power.
- 1.2 The covenants that appear hereinafter are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council and the County.
- 1.3 This Agreement is a Deed and may be modified or discharged in part or in total at any time after the date of this Agreement by agreement between the parties in the form of a Deed.
- 1.4 This Agreement is a local land charge and upon completion shall be registered by the Council as such.
- 1.5 No waiver (whether express or implied) by the Council of any breach or default by the Developer 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.
- 1.6 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement.
- 1.7 This Agreement shall be governed by the laws of England.
- 1.8 No party shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Land or the part of the Land in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to

the parting of any party's interest in the Land or any part thereof in respect of which any such breach has taken place.

- 1.9 This Agreement shall cease to have effect if the Permission is quashed revoked or otherwise withdrawn.
- 1.10 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if received by facsimile, delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered or sent by facsimile or by recorded delivery post to the address of the party concerned as nominated in clause 1.11.
- 1.11 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 of Community Services Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich |
| Wherry | Anglia House 6 Central Avenue St. Andrews Business Park Thorpe St. Andrew Norfolk |
| The Developer | St. Davids Court Union Street Wolverhampton West Midlands WV1 3JE |
| The County | County Hall Martineau Lane Norwich Norfolk |
- 1.12 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.
- 1.13 Neither the provisions of clauses 1.13 and 7 of this Agreement nor any of the obligations in this Agreement to pay money will be binding against any owner or lessee of an individual Residential Dwelling or any person deriving title from them or a mortgagee or chargee in possession of the Affordable Housing Land exercising a power of sale in respect of a default by the then owner of the Affordable Housing Land or against any person deriving title from such mortgagee or chargee PROVIDED THAT the mortgagee or chargee has:
- 1.13.1 Previously given notice to the Council of its intention to dispose of the Affordable Housing Land ("the Sale Notice");

- 1.13.2 For a continuous period of two (2) calendar months ("the RSL Period") from the date of the Sale Notice has offered to sell the Affordable Housing Land to a registered social landlord;
- 1.13.3 Provided that no registered social landlord has completed the purchase of the Affordable Housing Land during the RSL Period has offered to sell the Property to the Council for a continuous period of one (1) month immediately following the RSL Period.
- 1.14 Whenever the consent or approval of the Council the County is required such consent or approval shall not be unreasonable withheld or delayed

2. FINANCE

- 2.1 The Developer further agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of the Agreement are hereby waived.
- 2.2 All works and activities to be carried out under the terms of this Agreement (including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Developer and at no cost to the Council or the County.
- 2.3 All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not presently been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.
- 2.4 The Owner shall pay the County Councils reasonable legal costs on this Agreement

3. ARBITRATION

- 3.1 Any dispute or difference arising between the parties as a result of this Agreement shall be referred to the arbitration of a single arbitrator to be agreed upon between the parties, or failing agreement within fourteen (14) days after any of the parties has given to the other parties a written request requiring the

appointment of an Arbitrator, to a person to be appointed at the request of any of the parties by the President of The Institution of Civil Engineers for the time being.

3.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-

3.2.1 the seat of the arbitration shall be at the Council's offices in Norwich;

3.2.2 where appropriate the Arbitrator may consolidate arbitral proceedings; and

3.2.3 with the parties agreement the Arbitrator may appoint experts or legal advisers.

3.3 Any of the parties mentioned in clause 3.1 concerned in any such dispute or difference arising from this Agreement wishing to refer any such dispute or difference to arbitration shall notify the other parties in writing of such intention without delay.

3.4 The Arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the Arbitrator when such parties may also agree that such Arbitrator shall act as an expert.

3.5 Subject to Sections 67, 68 and 69 of the Arbitration Act 1996, the parties agree to be bound by the decision of the Arbitrator.

4. RIGHTS OF THIRD PARTIES

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

5. COVENANTS

The Developer

5.1 The Developer hereby covenants and undertakes with the Council and the County so as to bind the Land and each and every part thereof to carry out and comply with the obligations on its part set out in this Agreement. .

Wherry

5.2 Wherry hereby covenants and undertakes with the Council to use the Affordable Housing Land for affordable housing (including shared ownership housing and provisions of housing for the frail elderly)

6. HIGHWAYS AND ACCESS OBLIGATIONS

- 6.1 No Residential Dwelling shall be occupied prior to the completion to the reasonable satisfaction of the County Council of the Part A Works.
- 6.2 No more than seventy four Residential Dwellings nor any Residential Dwellings forming part of the Frail Elderly Scheme shall be occupied prior to the completion of the Part B Works to the reasonable satisfaction of the County Council and the coming into operation of any TRO.
- 6.3.1 No more than one hundred and forty nine Residential Dwellings shall be occupied prior to the completion of the Part C Works to the reasonable satisfaction of the County Council
- 6.3.2 No Residential Dwelling on plots 178 to 183 inclusive shown on the Drawing shall be occupied prior to the completion of the Part D Works.
- 6.4 The road coloured brown on the Drawing shall be completed to the reasonable satisfaction of the County Council not later than 31st August 2003
- 6.5 The County Council shall use its reasonable endeavours to promote procure and implement the TRO's as soon as practicable upon request from the Developer and upon payment of the reasonable and proper cost of the same as certified by the County Council.
- 6.6 The County Council shall notify the Developer which of the options for the Part B Works described in Schedule Three shall be implemented and shall be entitled at its absolute discretion prior to commencement of those works to substitute revised works provided that the reasonable cost to the Developer shall not be increased by notice in writing to the Developer
- 6.7 If there shall be any delay in obtaining the TRO's (other than occasioned by the Developer) or if the Developer shall be prevented or delayed in completing the Works set out in this clause 6 or any part thereof for any reason beyond its reasonable control then it shall be allowed such further or additional time to complete such works as the County Council shall approve such approval not to be unreasonably withheld or delayed

7. SOCIAL HOUSING OBLIGATIONS

- 7.1 The Developer shall enter into JCT contracts with Wherry to construct the Shared Ownership Housing and the General Needs Housing together with all necessary roads accessways and services for the Affordable Housing Land before or within two weeks of the date of this Agreement

8. EDUCATION OBLIGATIONS

- 8.1 The Developer shall pay to the County the sum of Two hundred and ninety six thousand and four hundred and thirty five pounds (£296,435) as increased by the Inflation Provision in respect of the provision of Educational Facilities ("the Educational Facilities Sum") such sum to be paid in four instalments as follows;

- (a) £100 000 upon occupation of the fiftieth Residential Dwelling
- (b) £50 000 upon occupation of the one hundred and forty ninth Residential Dwelling
- (c) £50 000 upon occupation of the one hundred and ninety ninth Residential Dwelling
- (d) £96 435 upon occupation of the two hundred and fiftieth Residential Dwelling

PROVIDED THAT the Education Facilities Sum shall be reduced by the sums of £4720 in the case of a child aged 5 to 8 years inclusive and £5110 in the case of a child aged 9 to 11 years inclusive at the date of occupation of a Residential Dwelling where the Developer establishes to the reasonable satisfaction of the County Council that such children are occupying a Residential Dwelling and :-

- (a) Prior to such occupation were attending a Local Authority School in the same catchment area as the Land
 - (b) In taking up such occupation did not leave vacant any other residential dwelling in the same catchment area as the Land (other than bed and breakfast, hostel or such other accommodation)
- 8.2 The County undertakes with the Developer that the Education Facilities Sum shall be used to increase the physical capacity of the local schools through the provision of additional pupil places or through improvement to infrastructure facilities.
- 8.3 The County hereby covenants with the Developer to make repayment to the Developer of the Educational Facilities Sum required to be paid in accordance

with Clause 8.1 hereof plus interest at the rate of the base lending rate from time to time of Barclays Bank plc if the County fails to have committed the sum paid (by way of a contract to provide facilities or by the expenditure of the moneys) in the manner described in Clause 8.2 within ten (10) years of the date of receipt of the sum.

9. FIRE HYDRANT OBLIGATION

- 9.1 Prior to the occupation of any Residential Dwelling on the Land the Developer shall provide the sum of Three thousand and one hundred and fifty pounds (£3,150) as increased by the Inflation Provision in respect of the provision of fire hydrants in accordance with the requirements of the County.

10. LIBRARY OBLIGATION

- 10.1 Prior to the occupation of any Residential Dwelling on the Land the Developer shall provide the sum of Eleven thousand and seventy two pounds (£11,072) as increased by the Inflation Provision in respect of the provision of library facilities in accordance with the requirements of the County.

11. PUBLIC OPEN SPACE

- 11.1 The Developer shall within two months of the date hereof submit to the Council for approval a plan and specification for the laying out of the Public Open Space together with a detailed programme for the implementation of such works and upon approval the plan specification and programme shall be deemed to be incorporated in the terms of this Agreement as if the same had been fully set out herein.
- 11.2 The Developer shall within one month of approval of the plan specification and programme as aforesaid commence and thereafter complete in accordance with the plan specification and programme the works for the completion of the Public Open Space.
- 11.3 The Developer shall complete the works to provide the Public Open Space and maintain them for a period of twelve (12) months after completion to the satisfaction of the Council who when so satisfied shall issue a certificate ("the Certificate") accordingly.

- 11.4 Within twenty eight (28) days of receipt of written application from the Developer for the issue of the Certificate pursuant to this Agreement the Council shall inspect the works and where necessary provide the Developer with a definitive list in writing of any remedial works required to be carried out before the issue of the Certificate. Any remedial works shall be subject to the same inspection procedure detailed herein until such time as they shall be completed to the reasonable satisfaction of the Council who within twenty eight (28) days thereafter shall issue the Certificate.
- 11.5 Forthwith upon issue of the Certificate the Developer will transfer to the Council the freehold of all the Public Open Space with full title guarantee subject to the matters contained or referred to in the Developers title together with all necessary rights and easement for the consideration of the covenants given by the Council not to use the land otherwise than for public open space to the Developer and the Developer shall pay to the Council all legal costs involved in the transfer.
- 11.6 The Developer shall pay to the Council upon transfer of the Public Open Space to it in accordance with the above clause the sum of Twenty Seven Thousand Pounds (£27 000) as increased by the Inflation Provision by way of a commuted sum in respect of the Public Open Space which sum is to be applied by the Council towards the expenses it will incur in respect of the subsequent maintenance of the Public Open Space.

12. ENVIRONMENTAL OBLIGATIONS

- 12.1 The Developer shall provide one litter bin and one dog waste bin at the entrance points of all recreation areas.
- 12.2 The Developer shall provide alternate litter bins and dog waste bins within five metres of the junction of all highways on the Land and on all detached footways a litter bin shall be provided at one end of the footway and a dog waste bin at the other end in accordance with a scheme submitted to and approved by the Council.

13. RECYCLING CENTRE OBLIGATION

- 13.1 The Developer shall submit for approval, to the Council prior to occupation of any Residential Dwelling a scheme for the provision of the Recycling Centre,

and following approval to complete construction of the Recycling Centre (but not any equipment for recycling to be included therein) by or no later than the occupation of the one hundred and first Residential Dwelling.

- 13.2 The Recycling Centre shall be transferred to the Council within six (6) weeks of the Developer notifying them of its completion.

14. LANDSCAPING OBLIGATION

- 14.1 The Developer shall submit prior to the occupation of any Residential Dwelling a scheme for the planting and maintenance of the landscaping on the Land shown coloured green and hatched green on the Plan.
- 14.2 Any shrub or tree which dies within five (5) 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 Council.
- 14.3 The hedge/trees on the western boundary shall be retained and shall not be removed, felled, or cut back without the prior written approval of the Council.
- 14.4 The Developer shall plant the tree belt hatched green on the Plan during the first planting season following commencement of the Development.
- 14.5 The Developer shall complete the cycle track and the landscape belt coloured green on the Plan prior to the occupation of any of the Residential Dwellings fronting on to the landscape belt and cycletrack.
- 14.6 Following completion of the landscaping scheme to take such steps as are necessary to protect the landscaping from damage during the continuance of the works to implement the Permission.
- 14.7 The Developer will transfer to the Council the freehold of all the landscape belt with full title guarantee subject to the matters contained or referred to in the Developers title together with all necessary rights and easement for the consideration of the covenants given by the Council not to use the land otherwise than as a landscaped area and cycletrack respectively to the Developer and the Developer shall pay to the Council all legal costs involved in the transfer.
- 14.8 The Owner shall pay to the Council upon a transfer of the Open Space to it in accordance with Clause 14.7 of this Agreement the sum of Forty Thousand Six Hundred and Seventy Six Pounds (£40 676) as increased by the Inflation Provision by way of a commuted sum in respect of the maintenance of

Structural Landscaping on the north and east boundary and southern frontage where necessary which sum is to be applied by the Council towards the expenses it will incur in respect of the subsequent maintenance of this area

15. PLAY EQUIPMENT OBLIGATION

- 15.1 On the completion of this Agreement the Developer shall pay to the Council the sum of Twenty Five Thousand five hundred and ninety five pounds (£ 25 595) for the Council to provide play equipment on the Public Open Space to that value
- 15.2 On the completion of this Agreement the Developer shall pay to the Council the further sum of Thirty One Thousand Two Hundred pounds (£31,200) as increased by the Inflation Provision ("the Play Equipment Sum") in lieu of providing further play facilities as would otherwise be required to satisfy the Council's policy for recreational play and the Council shall be entitled to use the said sum for the provision of further play facilities within Sprowston.
- 15.3 The Council undertakes with the Developer to provide play equipment on the Public Open Space within six months of the completion of the Public Open Space by the Developer in accordance with Clause 11.3 hereof
- 15.4 The Council undertakes with the Developer that the Play Equipment Sum shall be applied for the provision of new recreational play facilities or the improvement of existing facilities in the parish of Sprowston.
- 15.5 The Council hereby covenants with the Developer to make repayment to the Developer of the Play Equipment Sum required to be paid in accordance with clause 15.2 hereof together with interest at the rate of the base lending rate from time to time of Barclays Bank PLC if the Council fails to have committed the sum paid (by way of a contract to provide facilities or by the expenditure of the moneys) to provide new play facilities or improve the existing facilities as aforesaid within five (5) years of the date of the receipt of the sum.
- 15.6 The Council hereby covenants to use its best endeavours to devise a scheme utilising the Play Equipment Sum to provide new play facilities or improve the existing facilities within the parish of Sprowston within five (5) years of the date of receipt of the sum.

IN WITNESS whereof this Agreement has been executed and delivered as a Deed on
the date first written above

Schedule One

(Site Access Priority Junction and

cycle/footway along White Woman Lane)

1. The formation laying out and construction of a simple priority junction providing access to the Development Site on White Woman Lane (C462), as shown in principle on Drawing No 2334/03/062/-attached or such other Drawings as may from time to time be approved by the County Council.
2. The formation laying out and construction of 2.5m wide combined cycle/footway along White Woman Lane (C262) along the entire Development Site frontage, including such temporary route as required to facilitate the construction of a roundabout at the junction of White Woman Lane (C462) and Proctor Road (U57710), as shown in principle on Drawing No 2334/03/062/- attached or such other Drawings as may from time to time be approved by the County Council.
3. The provision and laying of all road marking reasonably required by the County Council.
4. The provision erection and connection of all street lighting columns where required including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.
5. The provision and erection of all traffic signs reasonably required by the County Council including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.
6. All statutory undertakers' diversion works and the making good of any damage caused to any statutory undertakers' installation as a result of carrying out the Works.

7. The reinstatement resurfacing re-grading re-seeding or where necessary the construction in full or in part of the existing highway disturbed by the carrying out of the works described above as reasonably directed by the County Council.
8. All necessary ancillary highway works.

Schedule Two

(roundabout)

1. The formation laying out and construction of a site access roundabout at the junction of White Woman Lane (C462) and Proctor Road (U57710), as shown in principle on Drawing No 2334/03/07 Rev C attached or such other Drawings as may from time to time be approved by the County Council.
2. The provision and laying of all road marking reasonably required by the County Council.
3. The provision erection and connection of all street lighting columns where required including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.
4. The provision and erection of all traffic signs reasonably required by the County Council including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.
5. All statutory undertakers' diversion works and the making good of any damage caused to any statutory undertakers' installation as a result of carrying out the Works.
6. The reinstatement resurfacing re-grading re-seeding or where necessary the construction in full or in part of the existing highway disturbed by the carrying out of the works described above as reasonably directed by the County Council.
7. All necessary ancillary highway works.

Schedule Three

(Traffic Management Options)

Option 1

1. The closure of Pioneer Road (U57692) to through vehicular traffic at its junction with North Walsham Road (B1150), as shown in principle on Drawing No 2334/03/06 Rev C attached or such other Drawings as may from time to time be agreed by the County Council.

Option 2

1. The formation laying out and construction of traffic calming measures along Proctor Road (U57710) and Pioneer Road (U57692), as shown in principle on Drawing No 2334/03/05 Rev C attached or such other Drawings as may from time to time be agreed by the County Council.

Works Common to both Options

1. The formation laying out and construction of a School Crossing Zone, on White Woman Lane (C462) adjacent the White Woman Lane Middle School, as shown in principle on either Drawing No 2334/03/05 Rev C or 2334/03/06 Rev C attached or such other Drawings as may from time to time be agreed by the County Council.
2. The provision and laying of all road marking reasonably required by the County Council.
3. The provision erection and connection of all street lighting columns where required including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.
4. The provision and erection of all traffic signs reasonably required by the County Council including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.

5. All statutory undertakers' diversion works and the making good of any damage caused to any statutory undertakers' installation as a result of carrying out the Works.
6. The reinstatement resurfacing re-grading re-seeding or where necessary the construction in full or in part of the existing highway disturbed by the carrying out of the works described above as reasonably directed by the County Council.
7. All necessary ancillary highway works

Schedule Four

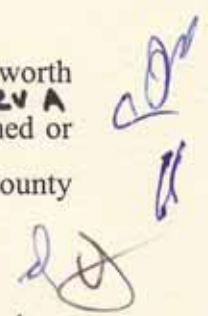
(Traffic signals and cycle/footway along North Walsham Road)

1. The formation laying out and construction of traffic signals at the junction of White Woman Lane (C462) and North Walsham Road (B1150), as shown in principle on Drawing No 2334/03/063 rev B attached or such other Drawings as may from time to time be approved by the County Council.
2. The formation laying out and construction of a 2.5m wide combined cycle/footway along the eastern side of North Walsham Road (B1150) from the new traffic signalled controlled junction referred to above in 1 to connect with the existing facilities at the junction Barkers Lane (C255) and North Walsham Road (B1150), as shown in principle on Drawing No 2334/03/063 rev B attached or such other Drawings as may from time to time be approved by the County Council.
3. The conversion of the existing footway to a 2.5m wide combined cycle/footway along the western side of North Walsham Road (B1150) from its junction with Pioneer Road (U57692) to connect with the existing facilities at the junction Barkers Lane (C255) and North Walsham Road (B1150), as shown in principle on Drawing No 2334/03/063 rev B attached or such other Drawings as may from time to time be approved by the County Council.
4. The provision and laying of all road marking reasonably required by the County Council.
5. The provision erection and connection of all street lighting columns where required including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.
6. The provision and erection of all traffic signs reasonably required by the County Council including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.

7. All statutory undertakers' diversion works and the making good of any damage caused to any statutory undertakers' installation as a result of carrying out the Works.
8. The reinstatement resurfacing re-grading re-seeding or where necessary the construction in full or in part of the existing highway disturbed by the carrying out of the works described above as reasonably directed by the County Council.
9. All necessary ancillary highway works.

Schedule Five

(Toucan Crossing Spixworth Road and cycle route along Desmond Drive and to The Paddocks)

1. The formation laying out and construction of a toucan crossing on Spixworth Road (C246), as shown in principle on Drawing No ^{2334/03/061 rev A} ~~(to be supplied)~~ attached or such other Drawings as may from time to time be approved by the County Council. 
2. The formation laying out and construction of a on carriageway cycle route along Desmond Drive (U51096) from the new toucan crossing referred to above in 1 to connect with the Development Site, as shown in principle on Drawing No 2334/03/061 rev A attached or such other Drawings as may from time to time be approved by the County Council.
3. The conversion of the existing footway to a 2.5m wide combined cycle/footway along the eastern side of Spixworth Road (C246) from the new Toucan Crossing referred to above in 1 to connect with The Paddocks (U51004), as shown in principle on Drawing No 2334/03/061 rev A attached or such other Drawings as may from time to time be approved by the County Council.
4. The provision and laying of all road marking reasonably required by the County Council.
5. The provision erection and connection of all street lighting columns where required including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.
6. The provision and erection of all traffic signs reasonably required by the County Council including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council.

7. All statutory undertakers' diversion works and the making good of any damage caused to any statutory undertakers' installation as a result of carrying out the Works.
8. The reinstatement resurfacing re-grading re-seeding or where necessary the construction in full or in part of the existing highway disturbed by the carrying out of the works described above as reasonably directed by the County Council.
9. All necessary ancillary highway works.

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



CH/84

CHIEF EXECUTIVE

THE COMMON SEAL of)
WHERRY HOUSING ASSOCIATION)
LTD as hereunto affixed in the presence of)



J. Williams

[Signature]

4415

THE COMMON SEAL of)
GEORGE WIMPEY UK LIMITED)
was hereunto affixed in the presence of)

Director

[Signature]

Secretary

[Signature]
[Signature]

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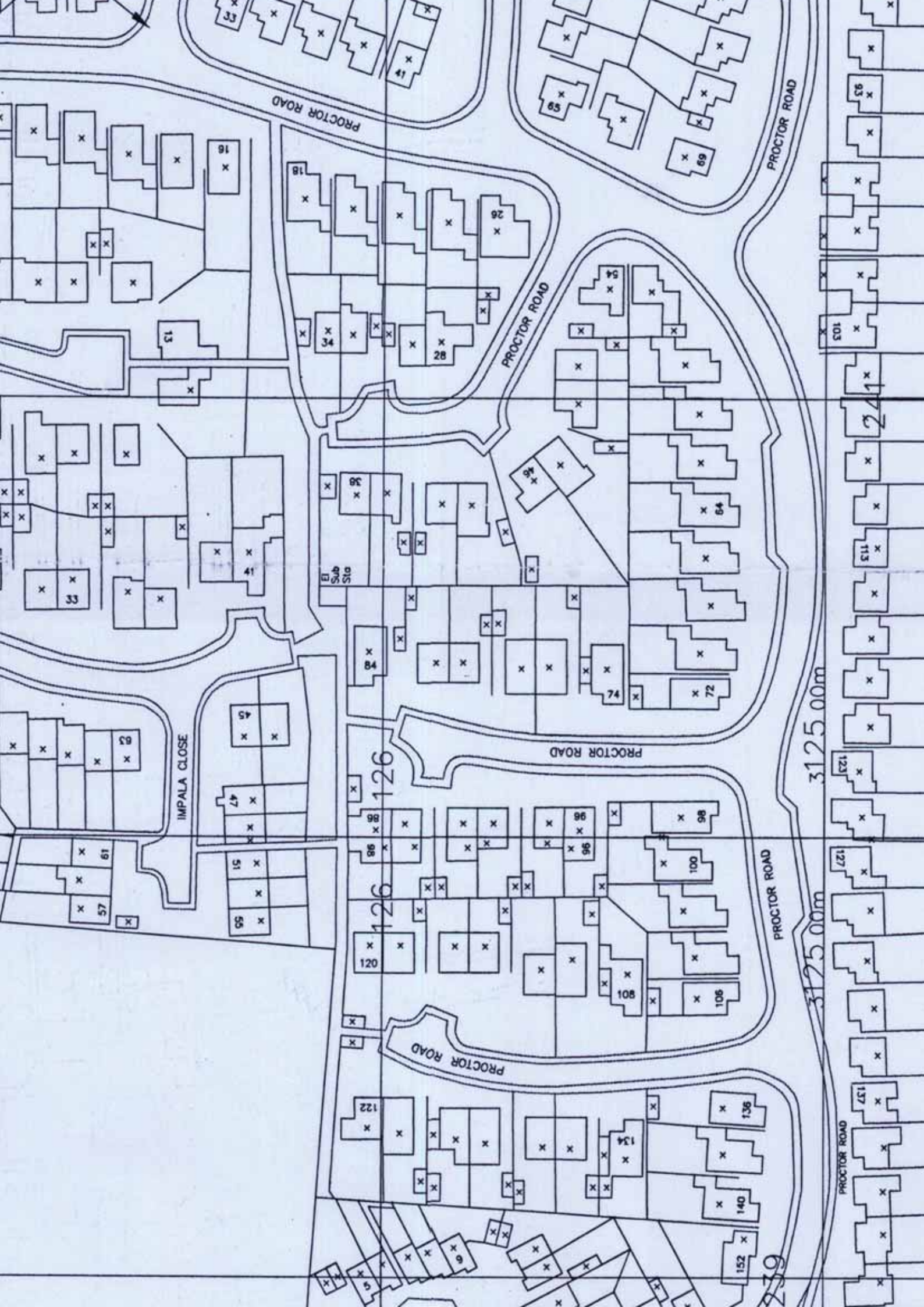
THE COMMON SEAL of)
NORFOLK COUNTY COUNCIL)
was hereunto affixed in the presence of)

Keir Munn

~~Director of Corporate Services~~

Head of Law







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IMPALA CLOSE

IMPALA CLOSE

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PROCTOR ROAD

PROCTOR ROAD

PROCTOR ROAD

White Woman Lane
Middle School

Sub Sta

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