



THIS AGREEMENT is made the 10<sup>th</sup> day of October One thousand nine hundred and seventy-eight BETWEEN BROADLAND DISTRICT COUNCIL (hereinafter called "the Council") of the first part PETER WALTERS DEVELOPMENTS LIMITED whose registered office is situate at Holland Court Norwich in the County of Norfolk (hereinafter called "the First Company") of the second part J. W. COUSINS AND SON (DEVELOPERS) LIMITED whose registered office is also situate at Holland Court The Close Norwich aforesaid (hereinafter called "the Second Company") of the third part and COUNTY BANK LIMITED whose registered office is situate at 11 Old Broad Street London EC2N 1BB (hereinafter called "the Bank") of the fourth part

WHEREAS

1. This agreement is supplemental to an agreement (hereinafter referred to as "the said agreement") dated the ninth day of January One thousand nine hundred and seventy-six and made between the Council of the first part the First Company of the second part the Second Company of the third part SIMON PETERS DEVELOPMENTS LIMITED whose registered office is at Holland Court The Close Norwich aforesaid (hereinafter called "the Third Company") of the fourth part and the Bank of the fifth part whereby the First Company the Second Company and the Third Company with the consent of the Bank jointly and severally agreed declared and covenanted with the Council that the property described in the first second third and fourth schedules of the said agreement shall be subject to the conditions specified in the fifth schedule thereof pursuant to Section 52 of the Town and Country Planning Act 1971
2. The Second Company has acquired the interest of the Third Company referred to in paragraph 5 of the recitals of the said agreement
3. The First Company and the Second Company have requested the Council to release the property described in the first second third and fourth schedules of the said agreement from the conditions specified in the fifth schedule thereto and the Council has consented so to do upon the terms that the agreement be varied in the manner hereinafter provided

NOW THIS DEED WITNESSETH as follows:

In consideration of the variations of the said agreement and other provisions hereinafter set forth, the Council agrees with the First Company and the Second Company

1. that the said agreement shall be varied as follows:
  - a. by deleting the plan attached to the said agreement and substituting therefor the plan attached hereto
  - b. by deleting the fifth schedule of the said agreement and substituting therefor the schedule hereto (entitled "THE FIFTH SCHEDULE referred to: THE RESTRICTIONS")
2. In consideration of the variations of the agreement set forth in the preceding clause the First Company and the Second Company with the consent of the Bank hereby covenant with the Council that the property described in the first second third and fourth schedule of the said agreement shall be subject to the restrictions and provisions regulating the development and the use thereof specified in the schedule hereto
3. The First Company and the Second Company with the consent of the Bank hereby further covenant with the Council that the works and development described in the schedule hereto shall be carried out in strict conformity with the plans specifications and particulars referred to in planning permission no. 75.1480 or in any amendment thereto and in the sequence indicated on the plan attached hereto subject to the provisions of paragraph 8 of the fifth schedule hereto
4. The expressions "Council" and "First Company" and "Second Company" and "Bank" shall include their respective successors in title and assigns

IN WITNESS whereof the Council and the First Company Second Company and the Bank have hereunto caused their respective common seals to be affixed the day and year first before written.

## SCHEDULE

### THE FIFTH SCHEDULE referred to: THE RESTRICTIONS

1. Until such time as the proposed roadway leading from St. Walstans Road has been constructed no development of the property shall take place other than work on the making up of the unadopted parts of Cypress Close and the erection of the eight dwellings fronting Cypress Close
2. Unless and until the Council certifies in writing that the water supplies in the area are adequate the Developers shall not in the first twelve months following the issue of planning consent carry out any development other than the erection of two dwellings (and the necessary roads and sewers leading thereto) additional to those mentioned at 1. above (or in the event of those eight dwellings not being erected ten dwellings) (which ten dwellings shall be referred to collectively as "Phase One") and in the subsequent twelve months shall only erect a further ten dwellings ("Phase Two") and implement the landscaping scheme referred to in conditions 7 of the planning permission no. 75.1480 dated 11th November 1975 insofar as it relates to Phase Two of the development. Thereafter if no such certificate has been given by the Council development shall be restricted to such further number of dwellings as is decided by the Council after consultation with the Anglian Water Authority
3. Until such time as the proposed school immediately to the west of the property or other alternative educational facilities are provided the Developers shall not erect more than ninety dwellings on the property ("Phase Three")
4. Unless and until an alternative access direct from Fakenham Road is provided or the railway bridge on the Taverham Road has been demolished and the road at that point widened to the satisfaction of the Council the Developers shall not erect more than one hundred and fifty two dwellings on the property ("Phase Four")
5. Until such time as at least fifteen hundred square feet (or such other area as may be agreed in writing) of retail shopping floor space has been erected on the western side of the property the Developers shall not erect more than two hundred and two dwellings on the property ("Phase Five")
6. Should the Developers be able and willing to provide an alternative access to the site direct from the Fakenham Road the layout of the easternmost part of the property shall be adjusted to meet the reasonable requirements of the Council provided that such adjustments can be made without necessitating the demolition of dwellings built on the property
7. Within six months from the date hereof <sup>or</sup> ~~at~~ such other reasonable period as may be agreed between the parties hereto in writing the Developers shall make arrangements to the reasonable satisfaction of the Council for future maintenance of the public pedestrian areas open play areas wooded amenity areas and planted areas situate between dwellings and the estate roads all of which are shown coloured green on the plans numbered 2(a) and 2(b) annexed hereto and all garage and parking courts which are shown coloured purple on the said plans numbered 2(a) and 2(b) annexed hereto
8. The development of the property shall be phased as shown on the plan numbered 3A annexed hereto except that such phasing may be amended as agreed in writing with the Council subject to retaining the numerical content and sequence in the foregoing restrictions in order for the siting of any particular phase of dwellings to suit current conditions throughout the development

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

*J. de la*  
*P. M. Taylor*

Chairman

Chief Executive and Clerk



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THE COMMON SEAL OF PETER WALTERS DEVELOPMENTS LIMITED was hereunto affixed in the presence of:

*P. W. Walters*

Director

*A. L. Walters*

Secretary



THE COMMON SEAL OF J. W. COUSINS AND SON (DEVELOPERS) LIMITED was hereunto affixed in the presence of:

*J. W. Cousins*

Director

*A. L. Cousins*

Secretary



THE COMMON SEAL OF COUNTY BANK LIMITED was hereunto affixed in the presence of:

*James Smith*

Director

*W. H. H. H.*

Secretary



please initial Page 2.

AUTHORISED SIGNATORY

TREE PLANTING  
UNDER PHASE 2

SITE FOR SHOPS AND HALL

- NOTE: All dimensions are to be checked on site. The Architect notified of any discrepancy. All dimensions are to be followed in reference to scaled dimensions.
- Notes:
- Boundary wall 1655 high in 1981
  - 215 high walls 750 high. Retaining walls stepped into ground
  - 500 high landscape wall to build. High to play areas. Down to back wall
  - 500 high stepped aggregate surface to pedestrian paths
  - 200 x 600 concrete slabs to surface areas
  - Used cold macadam paths
  - Double door slides varied 25" at entrance to type 4 roads
  - car parking areas
  - concrete garage foundations
  - type 5 roads
  - type 4 roads
  - earth banking max ht. 750mm
  - selected play equipment
  - shrub areas

SCHEDULE

|                                   |     |
|-----------------------------------|-----|
| A 3 bed detached                  | 60  |
| B 3 bed detached                  | 60  |
| C 3 bed terrace (integral garage) | 80  |
| D 3 bed terrace                   | 79  |
| E Flats                           | 18  |
| F Flats                           | 20  |
| G 4 bed detached                  | 47  |
| J 4 bed detached                  | 24  |
| TOTAL                             | 358 |
|                                   | 889 |

PHASING

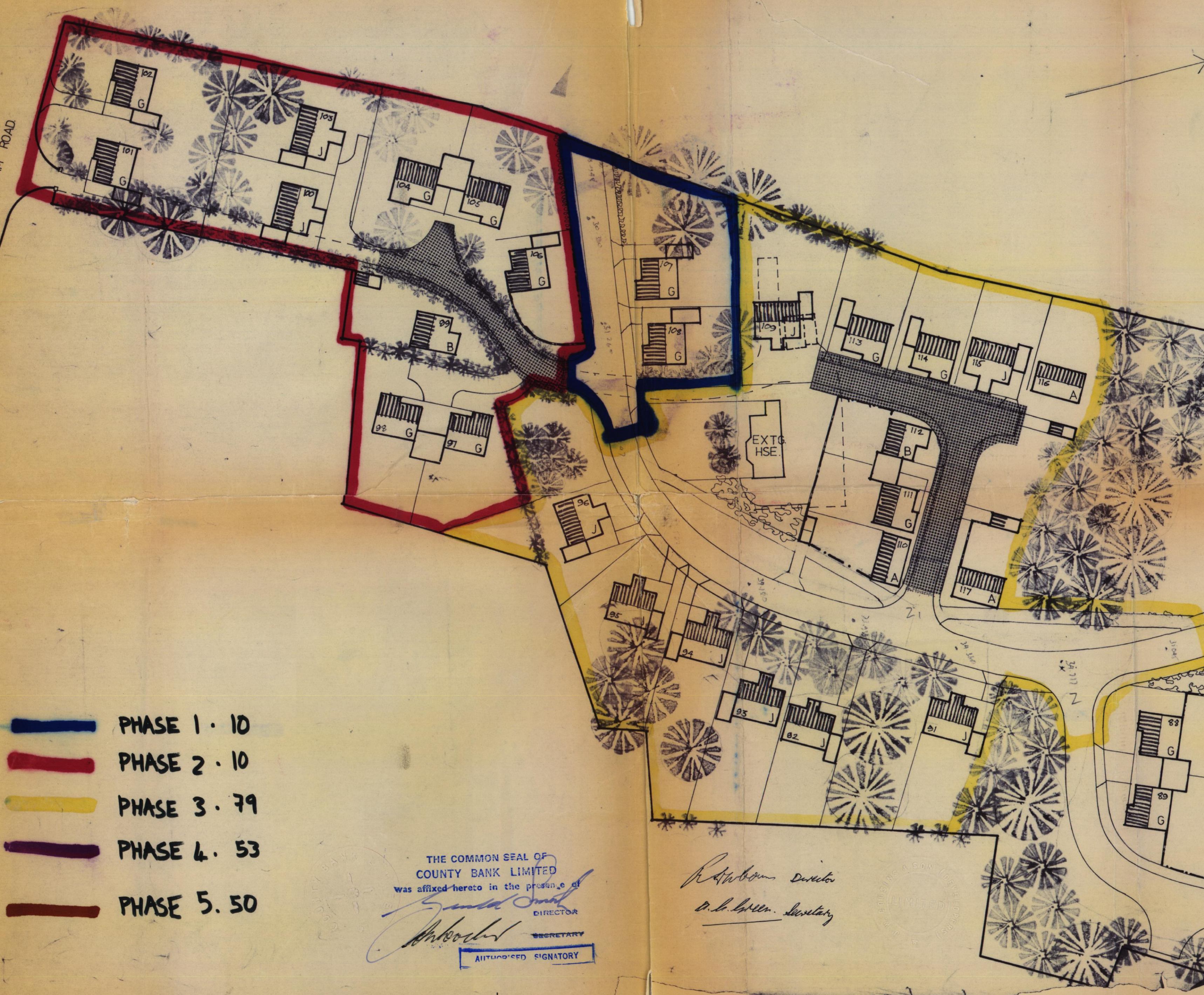
|                         |  |
|-------------------------|--|
| 1. Plots 1-10           |  |
| 2. Plots 11-20          |  |
| 3. Plots 21-23, 246-322 |  |
| 4. Plots 20-23, 21-246  |  |
| 5. Plots 40-67, 101-210 |  |
| 6. Remainder            |  |

27.11.75 Plot was added (112 to 260 Area not used)  
Schedules & layout to 1981  
21.10.75 Roads amended to City Surveyor's recommendations  
13.10.75 Layout to 1981 from 27.11.75  
8.10.75 Flats amended

| No. | Date | Revision |
|-----|------|----------|
|     |      |          |

Lambert, Scott and Innes.  
ARCHITECTS SURVEYORS  
25 THE CLOSE, NORWICH, NOR 18P 060 3 2812  
25 TOMBLAND, NORWICH, NOR 06P 060 3 27234

|        |                                  |          |                    |
|--------|----------------------------------|----------|--------------------|
| Client | NEW COUSINS & SON                | Job      | GHOSTHILL TAVERHAM |
| Title  | SITE LAYOUT (revised from No. 2) | Job No.  | 0800               |
| Scale  | 1:500                            | Code     | 1                  |
| Date   | 10.75                            | Drawn by | PD                 |
|        |                                  | Rev      | 23                 |



- PHASE 1 - 10
- PHASE 2 - 10
- PHASE 3 - 79
- PHASE 4 - 53
- PHASE 5 - 50

THE COMMON SEAL OF  
COUNTY BANK LIMITED  
was affixed hereto in the presence of  
*Director*  
*Secretary*  
ATTORNEY GENERAL

*Robertson Smith*  
*D. B. Green* Secretary

PHASE 5 - 37  
ON DRAWING 22.