

REF : 840777

DATED

29 Jan 1986

1986

NORFOLK COUNTY COUNCIL	(1)
BROADLAND DISTRICT COUNCIL	(2)
BOVIS HOMES LIMITED AND OTHERS	(3)
MR. & MRS. R. J. COOPER AND OTHERS	(4)

A G R E E M E N T

Pursuant to (inter alia) Section 52 of
the Town and Country Planning Act 1971
relating to the Drayton and Taverham
Growth Area

THIS AGREEMENT is made the 29th day of January One thousand nine hundred and eighty-six BETWEEN THE COUNTY COUNCIL OF NORFOLK of County Hall Martineau Lane Norwich NR1 2DH (hereinafter called "the County Council") of the first part BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich NR7 0DU (hereinafter called "the District Council") of the second part BOVIS HOMES LIMITED whose registered office is situate at Winchcombe Street Cheltenham Gloucestershire GL52 2PG WIMPEY HOMES HOLDINGS LIMITED whose registered office is situate at Gunnersbury House 27 Hammersmith Grove London W6 7EN and MONSELL YOELL HOMES LIMITED whose registered office is situate at 2 Midland Bridge Road Bath Avon BA2 3EY (hereinafter collectively called "the Developers") of the third part and the persons whose names and addresses appear in the First Schedule to this Agreement (hereinafter collectively called "the Owners") of the fourth part

WHEREAS:-

- (1) The Developers have an interest in fee simple in possession or in equity in the parcels of land within the Growth Area (as hereinafter defined) and intend to become owners of so much land within the Growth Area as is practicable for the purposes of developing the same in accordance with planning permission first had and obtained
- (2) The Owners are the owners in fee simple in possession of further parcels of land within the Growth Area
- (3) The County Council is a local planning authority within the meaning of the Town and Country Planning Act 1971 and the local highway authority within the meaning of the Highways Act 1980 for the administrative

County of Norfolk and is a principal Council within the meaning of Section 270(1) of the Local Government Act 1972

(4) The District Council is the District Planning Authority for the administrative District of Broadland and is a principal Council within the meaning of Section 270 (1) of the Local Government Act 1972

(5) The District Council as agent for the Anglian Water Authority has agreed to construct and is constructing a surface water sewer of sufficient capacity to serve the Growth Area along the shortest practicable route between point V on the plan annexed hereto and the River Wensum pursuant to Section 15 of the Public Health Act 1936

(6) Under and by virtue of the provisions of:-

(a) Section 52 of the Town and Country Planning Act 1971

(b) Section 111 of the Local Government Act 1972

(c) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

(hereinafter together referred to as "the Statutory Provisions") the County Council and the District Council are empowered to enter into Agreements for various purposes in connection with the development of the Growth Area as more particularly set out in the Statutory Provisions

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED by and

between the parties hereto as follows:-

1. IN this Agreement the following expressions shall have the meanings ascribed to them:-

(a) "the plan" means the implementation plan 'A' annexed hereto

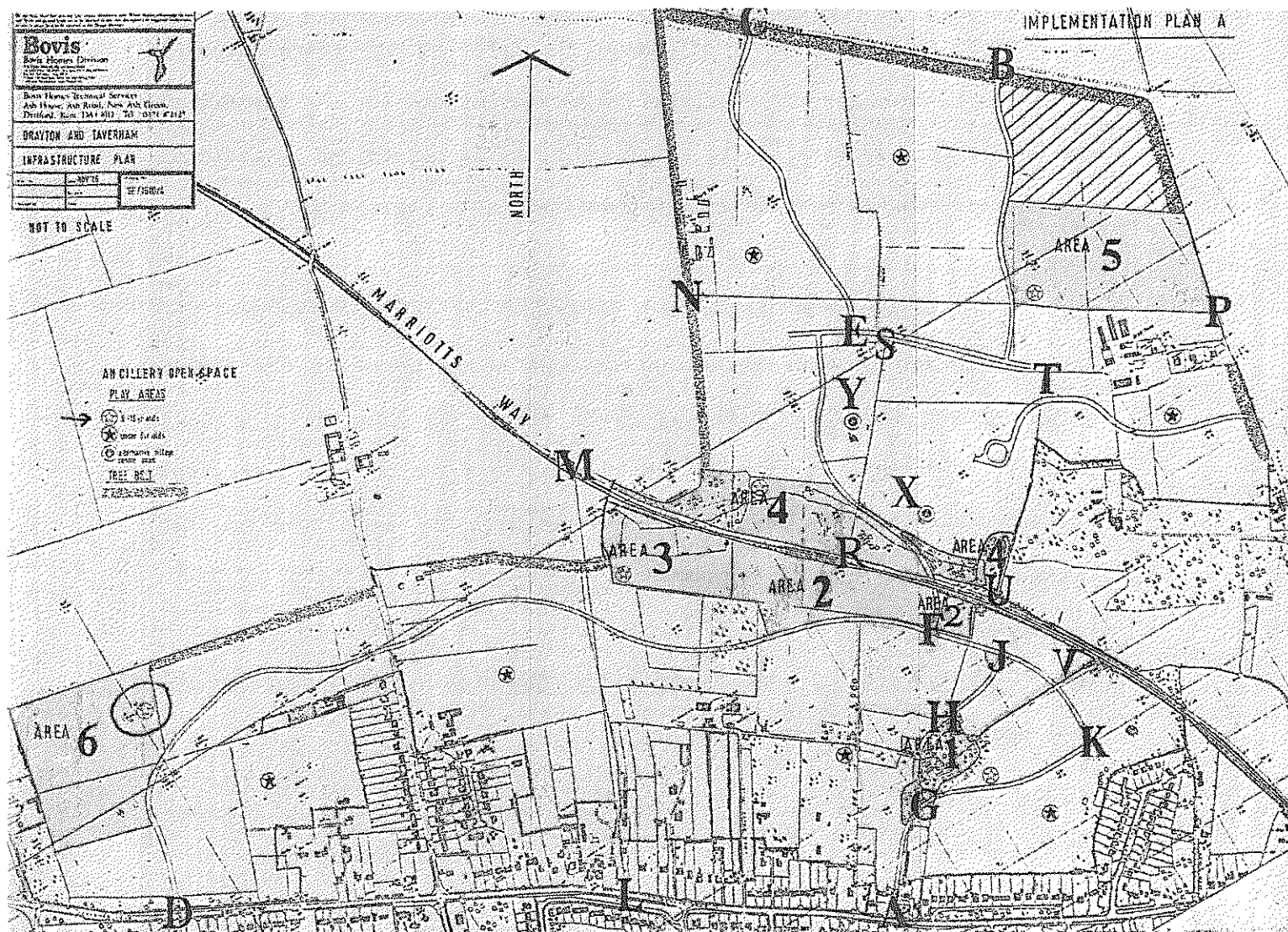
(b) "the Growth Area" means the land situate in the Parishes of Taverham and Drayton in the District of Broadland in the County of Norfolk described in Part 4 of the current Horsford Taverham Drayton Local Plan Written Statement and shown on inset plan number 1 to that Local Plan

(c) "the Planning Permission" means the planning permission for development of the Growth Area to be issued by the District Council and numbered 84.0777

(d) "the open space land" means the areas of land within the Growth Area coloured green and numbered on the plan and more particularly described in the Second Schedule hereto

(e) "the Village Centre Site" means the parcel of land the location of which is at or about the point X on the plan or if the land at point X required for the Village Centre is not available at the appropriate time for the construction thereof at or about point Y on the plan

(f) "the Village Centre" means a Centre comprising the works described in the Fifth Schedule hereto



(g) "the Village Hall" means the Village Hall as detailed in the Fifth Schedule hereto

(h) "the business use land" means the land comprising twelve acres or thereabouts and hatched black on the plan

(i) "the infrastructure cost" means the total of the costs incurred by the Developers for the provision of infrastructure for the benefit of the Growth Area as detailed in the Third Schedule hereto and in addition the indexed sum (as next hereinafter defined) accruing thereon

(j) "the indexed sum" means such increased sum as bears the same pro rata proportion to the infrastructure cost as is borne by the figure shown in the Index of Building Costs issued by the Building Cost Information Service for the date upon which a contribution towards the infrastructure cost is being made compared with the date shown in that Index on the date of this Agreement

(k) "the perpetuity period" means any time within eighty years of the date hereof

(l) "the ancillary areas of open space" means

(1) such area or areas of open space in immediate proximity to residential properties as indicated on the plan

(2) the tree belts identified as such on the plan

2. THIS Agreement is made in pursuance of the Statutory Provisions and in consideration of the various covenants herein contained

3. THIS Agreement shall not take effect unless and until the Planning Permission has been granted

4. THE Developers and the Owners and each of them so as to bind so far as may be each and every part of the Growth Area into whosoever hands the same may come and in pursuance of the Statutory Provisions HEREBY JOINTLY AND SEVERALLY COVENANT with the County Council and the District Council and to the intent that they shall be personally bound in respect of all obligations on their part herein contained (but subject to clauses 11 and 12 below) to progress development of the Growth Area as follows:-

4.1 Prior to the occupation of not more than two hundred and fifty dwellings within the Growth Area to complete the laying out of and subsequently convey to the District Council or as the District Council may direct free of charge and free of commuted maintenance payment that part of the open space land designated as Area 1 on the plan as comprises Spring Pond in accordance with the details contained in the Second Schedule hereto

4.2 Prior to the occupation of not more than five hundred dwellings within the Growth Area

4.2.1 at their own expense and to the reasonable satisfaction of the County Council's Surveyor in accordance with the specification of the County Council and the requirements set out in Part I of the Fourth Schedule hereto and in accordance with detailed plans and specifications to be approved by the County Council construct a road link between points A and B on the plan and junction improvement road works in accordance with the

requirements set out in Part 2 of the Fourth Schedule at the junctions with Reepham Road and Fakenham Road at the points A and B on the plan ("the said link") to completion standard to the satisfaction of the County Council's Surveyor if the County Council will adopt the said link upon completion thereof subject only to a maintenance period of six months

4.2.2 prepare and submit to the District Council a drawing of the detailed proposals for the Village Centre to be constructed as hereinafter provided on the Village Centre Site

4.2.3 complete the laying out of and subsequently convey to the District Council or as the District Council may direct free of charge and free of commuted maintenance payment that part of the open space land designated as Area 2 on the plan in accordance with the details contained in the Second Schedule hereto

4.3 Prior to the occupation of not more than seven hundred and fifty dwellings within the Growth Area

4.3.1 to use all reasonable endeavours to secure approval of details pursuant to the planning permission for the Village Hall and commence the development thereof on the Village Centre Site

4.3.2 complete the laying out of and subsequently convey to the District Council or as the District Council may direct free of charge and free of commuted maintenance payment that part of the open space land designated as Area 3 on the plan in accordance with the details contained in the Second Schedule hereto

4.4 Prior to the occupation of one thousand dwellings within the Growth Area

4.4.1 at their own expense and to the reasonable satisfaction of the County Council's Surveyor in accordance with the specification of the County Council and the requirements set out in Part I of the Fourth Schedule hereto and with detailed plans and specifications to be approved by the County Council construct a road link between the points E and C on the plan and junction improvement road works in accordance with the requirements set out in Part 2 of the Fourth Schedule at the junction with Reephram Road at point C on the plan ("the extension link") to completion standard to the satisfaction of the County Council's Surveyor if the County Council will adopt the extension link upon completion thereof subject only to a maintenance period of six months

4.4.2 complete the laying out of and subsequently convey to the District Council or as the District Council may direct free of charge and free of commuted maintenance payment that part of the open space land designated as Area 4 on the plan in accordance with the details contained in the Second Schedule hereto

4.4.3 complete the laying out of and subsequently convey to the District Council or as the District Council may direct free of charge and free of any commuted maintenance payment that part of the open space land as comprises the northern playing field and designated as Area 5 on the plan in accordance with the details contained in the Second Schedule hereto

4.5 Prior to the occupation of not more than one thousand two hundred and fifty dwellings within the Growth Area complete the construction of the Village Hall to the reasonable satisfaction of the District Council and subsequently convey the same to the District Council or as the District Council may direct free of charge and free of any commuted maintenance payment

4.6 Prior to the occupation of not more than one thousand five hundred dwellings within the Growth Area

4.6.1 at their own expense and to the reasonable satisfaction of the County Council's Surveyor in accordance with the specification of the County Council and the requirements set out in Part I of the Fourth Schedule hereto and with detailed plans and specifications to be approved by the County Council construct a further extension link between the points F and D on the plan and junction improvement road works in accordance with the requirements set out in Part 2 of the Fourth Schedule at the junction with Fakenham Road at point D on the plan ("the further extension link") to completion standard to the satisfaction of the County Council's Surveyor if the County Council will adopt the further extension link upon completion thereof subject only to a maintenance period of six months

4.7 Prior to the occupation of not more than one thousand seven hundred and fifty dwellings within the Growth Area complete the laying out of and subsequently convey to the District Council or as the District Council may direct free of charge and free of any commuted

maintenance payment that part of the open space land comprising the western playing field designated as Area 6 on the plan in accordance with the details contained in the Second Schedule hereto

4.8 So far as the Developers are able so to do the Developers will prior to the occupation of ninety per cent of the properties directly served thereby complete in accordance with the details contained in the Second Schedule hereto the laying out of and subsequently convey to the District Council or as the District Council may direct free of charge and any commuted maintenance payment each of the ancillary areas of open space within their control

4.9 Prior to the commencement of construction works on any phase of the Growth Area the Developers will construct the roads giving access thereto to the specification of the County Council and to its surveyor's satisfaction to a minimum of base course standard with appropriate sewers thereunder PROVIDED HOWEVER that this sub-clause shall not prohibit the commencement of construction work where there is means of access other than over the principal access to any phase of the development land (e.g. through an adjoining phase)

4.10 The Developers shall construct the said link the extension link and the further extension link to base course standard or completed (as the case may be) in stages suitable to serve the development of the Growth Area or the appropriate part or parts thereof and the Developers and the Owners (as the case may be) shall enter into in respect of the said link the extension link and the further extension link the appropriate Agreements to be made pursuant to Section 38 of the Highways Act 1980 and supported in each case by an appropriate bond

4.11 The Developers and the Owners will when required so to do (and in any event within the perpetuity period) by the County Council giving reasonable notice to the Developers and the Owners dedicate as a public highway all the land upon which the said link the extension link and the further extension link are constructed which is within their respective ownerships

4.12 During the carrying out of the road works the subject of this Agreement the Developers shall give the County Council and/or the District Council and all persons employed by or authorized by them free access to and over all parts of the land the subject of the works and permit them to inspect the works and all materials used or intended to be used therein

4.13 In completing the laying out of the open space land the Developers will carry out the works detailed in the Second Schedule hereto and thereafter maintain the same for a period of six months from the date of completion of such works notwithstanding that the same may have been conveyed to the District Council

4.14 The Agreement to convey the open space land and the Village Hall shall be subject to the National Conditions of Sale (Twentieth Edition) and the Conveyances/Transfers of the respective areas of the open space land shall

(1) grant to the District Council rights of access to and egress from the open space land over the roads and footpaths constructed within the Growth Area within the perpetuity period and

(2) except and reserve such easements rights and privileges as may reasonably be required by the Developers for the satisfactory and comprehensive development of the remainder of the Growth Area and any other land acquired by the Developers or any of them within the perpetuity period and

(3) contain a covenant by the District Council with the Developers for the benefit of the remainder of the Growth Area and each and every part thereof not to use the open space land otherwise than for recreational purposes

4.15 In regard to the phasing of the proposed development of the Growth Area:-

4.15.1 the Developers shall prior to the construction of any dwellinghouse agree a phasing plan with the District Council which shall take into account the following:-

(a) development in accordance with the Planning Permission will commence from the access to Fakenham Road at point A

(b) phase 1 of the development will constitute an area within the Growth Area to the east of the line L - M and south of Marriots Way on the plan and as are within the Growth Area to the north of Marriotts Way bounded by the line R-S-T-U on the plan

(c) phase 2 of the development will constitute an area within the Growth Area between Marriotts Way and the line N-P on the plan but excluding the area R-S-T-U on the plan

(d) phase 3 of the development will constitute an area within the Growth Area between the line N - P and Reephams Road

(e) phase 4 of the development will constitute an area within the Growth Area west of the line L - M on the plan

4.15.2 the road link G-H-J on the plan shall at the expense of the Developers be closed at point H or thereabouts in accordance with the requirements of the County Council when the permanent link shown G-K-J on the plan is constructed and either adopted and maintainable at public expense or rights of way thereover are available to the public at large

5. 5.1 IF during the progression of the development of the Growth Area the County Council secure the stopping up at points to be identified by them within the perpetuity period School Lane and Breck Farm Road the Developers shall reimburse the County Council their reasonable expenses in so doing

5.2 If any reasonable part of the land within the Growth Area is required by the County Council to create turning facilities at the respective stopping up points as aforesaid the Developers will subject to the land so required being within the ownership of the Developers or

any one of them dedicate to the County Council such reasonable area of land as may be required and pay the reasonable cost of the construction works in respect thereof

6. IN regard to the business use land if upon expiry of six years from the date of the provision of access and services to the boundary of the business use land adequate for its purpose a use for business purposes of the business use land or any part thereof cannot be established and the Developers have used their best endeavours to establish such use then the District Council shall consider upon its merits any application by the Developers or any one of them for any development on the business use land and shall not refuse such application merely on account of the fact that such development does not consist of or include a business use

7. THE District Council in so far as it lawfully may HEREBY COVENANT with the Developers and the Owners and with each of them to use their best endeavours to resist the grant of planning permission on any part of the land within the Growth Area other than to the Developers until such time as the owner or owners of such land within the Growth Area enter into an Agreement to be made supplemental to this Agreement pursuant to the Statutory Provisions containing a commitment with regard to such of the works as are costed in the Third Schedule hereto and which are required to be situate on the land in question for the benefit of the Growth Area

8. THE District Council and the County Council hereby consent to the Developers not granting any easement for the benefit of any land as is referred to in clause 7 hereof and not dedicating or procuring the provision of public highways or mains or other service media to such land until the owner or owners

of such land have entered into with the Developers an Agreement in the form of the Agreement contained in the Sixth Schedule hereto

9. 9.1 THE Owners and each of them so as to bind so far as may be each and every part of their respective parcels of land which may not for whatever reason be acquired by the Developers within the perpetuity period and any other land belonging to the Owners within the Growth Area HEREBY JOINTLY AND SEVERALLY COVENANT with the Developers to pay as hereinafter provided a proportion of the infrastructure cost as adjusted by the indexed sum in respect thereof in accordance with the formula

$$\frac{A}{B} \times C \times D \quad \text{where :-}$$

A equals the total area of the appropriate Owners land within the Growth Area less any area of land allocated to infrastructure as detailed in item 8 of the Third Schedule hereto or otherwise defined on the plan

B equals 229 acres (developable land)

C equals the infrastructure cost

D equals the indexed sum

Provided always that in establishing the contribution due from each and every owner of land not so acquired by the Developers there shall be taken into consideration any material contribution attributable to the appropriate owners parcel of land which the appropriate owner has

undertaken with the District Council to provide in accordance with this Agreement

9.2 The proportion of the infrastructure cost as adjusted shall be paid either on the date of the grant of detailed planning permission or the date of approval of reserved matters pursuant to the Planning Permission or any planning permission granted in respect of the Growth Area as the case may be

9.3 IF any figure shown in the Index of Building Costs issued by the Building Cost Information Service is marked in the said Index as provisional then the liability of the Owner shall be recalculated when the appropriate final index figure is published and within fourteen days thereafter the Developers shall refund to the Owner any excess payment or the Owner shall pay any balance shown to be due to the Developers as the case may be

10. THE District Council hereby further covenants with the Developers and the Owners:-

10.1 upon failure by the District Council to give prior notification to the Developers of the name of the Parish Council or other person body or Authority ready willing and able to adopt the open space land the District Council shall accept Conveyances of each of the areas comprising the open space land and the ancillary open space upon completion of the laying out thereof to the approval of the District Council's Head of Technical Services such approval not to be unreasonably withheld

10.3 for the purposes of securing adoption of the said link the extension link and the further extension link and any other services which will of necessity have to be laid through land in the ownership of the District Council the District Council will enter into such agreements as may be required by the statutory authorities for the purposes of dedicating such services or the land through or over which they pass to the appropriate statutory authority

- 16 -

12. THE District Council and the County Council HEREBY JOINTLY AND SEVERALLY ACKNOWLEDGE AND CONFIRM with the Owners and the Developers and with each of them that:-

12.1 If and to the extent that the Developers purchase the freehold interests of any part or parts of the land currently owned by the Owners then immediately thereon and to that extent the Owners shall be deemed to have been automatically released from all of the covenants contained herein without the need for future documentation to record the same

12.2 As to the Owners their liabilities hereunder shall be limited to the land vested in them respectively

12.3 The obligations under this Agreement shall not be enforceable against the persons who purchase for their own private occupation (including purchase by way of Lease) individual dwelling units erected on the Growth Area pursuant to the Planning Permission and the liability of the Developers under this Agreement shall continue notwithstanding such sales

13. ALL disputes or differences whatsoever which shall at any time hereafter whether during the continuance and effect of this Agreement or upon or after its discharge or determination arising between the parties hereto or any of them touching or concerning this Agreement or its construction or effect or as to the rights duties and liabilities of the parties hereto or any of them under or by virtue of this Agreement or otherwise shall be referred to a single arbitrator to be agreed upon by the parties hereto and in default of Agreement to be nominated by the President of the Law Society in accordance with and

subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force and upon any and every such reference the arbitrator shall have power to take the opinion of such Counsel as he may think fit upon any question of law that may arise and in his discretion to adopt any opinion so taken and to obtain the assistance of such accountant surveyor valuer or other expert as he may think fit and to act upon any statement of account survey valuation or expert assistance thus obtained

14. THE expressions 'the Developers' (respectively) 'the County Council' and 'the District Council' shall where the context so admits include their respective successors in title

IN WITNESS whereof the parties hereto have hereunto set their hands and seals and caused their respective common seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

hereinbefore referred to

Norfolk County Council

Broadland District Council

The Consortium

-

Bovis Homes Limited

Wimpey Homes Holdings Limited

Monseil Youell Homes Limited

The Landowners

Address

Richard James Cooper and

Dairy Farm Reepham Road Taverham

Myrtle Jean Cooper

Norfolk

R. G. Carter Limited

Drayton Norwich NR8 6AH

J. E. Fuller

Cedar Lodge School Road Drayton

Norfolk

Taylor Woodrow Homes Limited

~~Ronald Bernard Rayner and~~

~~142 Fakenham Road Taverham Norfolk~~

~~Margaret Elizabeth Rayner~~

Frank Albert Thouless and

The Bungalow Long Drive Taverham

Freda Christine Hanelore Thouless

Norfolk

Louis Herbert Collins

202 Fakenham Road Taverham Norfolk

~~D. E. Lister~~

~~204 Fakenham Road Taverham Norfolk~~

Gorden Eldon John Greenwood and

222 Fakenham Road Taverham Norfolk

Kathleen Elizabeth Ann Greenwood

Julie Ann Greenwood

222 Fakenham Road Taverham Norfolk

Sandra Elizabeth Greenwood

2 West End Old Costessey Norwich

Peter Philpott

9 Tillet Road East Norwich

Jack Philpott

"Cymba" Sun Road Broome Bungay
Suffolk

~~Richard Drake Harvey and~~

~~Oak Farm Breck Farm Lane Taverham~~

~~Beryl Harvey~~

~~Norfolk~~

Stevenson & Evans (Builders)
Limited

232 Fakenham Road Taverham Norfolk

Hackett (Builders) Limited

168 Wroxham Road Sprowston Norwich

Brian William Ivor Harper and
Lilian Edith Harper

170 Fakenham Road Taverham Norfolk

Ronald Bernard Rayner

142 Fakenham Road Taverham Norfolk

Frank Walter Rayner

2 Billau Road Cosely Nr. Bilston West

Midlands

Ivy Eileen Manning

7 Harfreys Road Southtown Great Yarmouth

Lilian Edith Harper

170 Fakenham Road Taverham Norfolk

(Trustees of late E. M. Rayner)

J. W. Chafer Limited

Chafer House 19 Thorne Road

Doncaster South Yorkshire DN1 2HQ

Drayton Farms Ltd.

Drayton Norwich

NQ8 6AH.

THE SECOND SCHEDULE
hereinbefore referred to

The Open Space Land and Works

The boundaries of Housing Areas S1, S2, N1, N2, N3 are as defined in the Taverham Drayton Development Brief (May 1985).

Housing Area S1

All existing landscape features to be retained unless otherwise agreed with the District Council

The area of woodland and ponds (Area 1 on the plan) to be retained as open space. Ponds to be developed as a landscape feature subject to the Developer's civil engineers report on the area

One play area suitable for six to fifteen year olds to the specification set out below to be incorporated within the area as shown on the plan

Two toddlers play areas to the specification set out below to be incorporated within the area as shown on the plan

Tree and shrub planting suitable for a new housing area to be undertaken to the approval of the District Council

Housing Area S2

All existing landscape features to be retained unless otherwise agreed with the District Council

Removal of trees covered by a Tree Preservation Order from southern boundary to allow for construction of road and suitable remedial works to that area to be agreed with the District Council

A tree belt of indigenous whip planting 15m wide to be incorporated on the northern boundary to the area as shown on the plan

Tree and shrub planting suitable for new housing area to be undertaken to the approval of the District Council

Two toddlers play areas to the specification set out below to be incorporated within the area as shown on the plan

One playing field consisting of two pitches to be graded, rolled and seeded to a suitable standard with changing facilities to the specification set out below to be located at the western end of the area as shown on the plan

One play area suitable for 6 - 15 year olds to the specification set out below to be incorporated within the playing field as shown on the plan

Housing Area N1

All existing landscape features to be retained unless otherwise agreed with the District Council.

One toddlers play area to the specification set out below to be incorporated within the area as shown on the plan.

A tree belt of indigenous whip planting 15m wide to be incorporated on the eastern boundary of the area as shown on the plan.

Tree and shrub planting suitable for a new housing area to be undertaken to the approval of the District Council.

Housing Area N2

All existing landscape features to be retained unless otherwise agreed with the District Council.

One toddlers play area to the specification set out below to be incorporated within the area as shown on the plan.

One playing field consisting of two pitches to be graded, rolled and seeded to a suitable standard with changing facilities to the specification set out below to be located at the eastern boundary of the area as shown on the plan as Area 5.

One play area suitable for six to fifteen year olds to the specification set out below to be incorporated within the playing field area as shown on the plan

A tree belt of indigenous whip planting 20m wide to be incorporated on the northern and eastern boundaries of the site as shown on the plan

Tree and shrub planting suitable for a new housing area to be undertaken to the approval of the District Council

Housing Area N3

All existing landscape features to be retained unless otherwise agreed with the District Council.

One toddlers play area to the specification set out below to be incorporated within the area as shown on the plan.

A tree belt of indigenous whip planting 20m wide the northern boundary and 15m wide on the western boundary to be incorporated as shown on the plan

Tree and shrub planting suitable for a new housing area to be undertaken to the approval of the District Council

The business use land

A tree belt of indigenous whip planting 20m wide on the northern and eastern boundaries to be incorporated as shown on the plan

Village Green

All existing landscape features to be retained unless otherwise agreed with the District Council within the Village Green as shown on the plan

as Areas 2, 3 and 4

Two play areas suitable for six to fifteen year olds to the specification set out below to be incorporated within the area as shown on the plan

The existing pond to be renovated to improve safety and access and integrated into the landscape design of the Village Green

Tree and shrub planting suitable to the character of the area to be undertaken to the approval of the District Council

Village Centre

All existing landscape features to be retained unless otherwise agreed by the District Council

One toddlers play area to the specification set out below to be incorporated within the area as shown on the plan.

Tree and shrub planting suitable to the area to be undertaken to the approval of the District Council

SPECIFICATION FOR PLAY AREAS

Play Area Suitable for Six to Fifteen year olds

An area approximately 1000 sq. m. of free draining asphalt or tarmacadam surface surrounded by a boundary wall to a height of 1m and chain link or similar fence above the wall to an overall height of 2.75m. to be provided within on acre of land unless otherwise included within the Village Green or playing field

Toddlers Play Area Suitable for Under Six year olds

An area of 200 sq. m. to include one bench and one or two features suitable for informal play, eg. logs to be located on an area of sand or woodchip. In addition an area of grass to be provided for informal play with suitable tree and shrub planting to enclose the area

SPECIFICATION FOR CHANGING ROOMS

Floor Areas

Changing	50 sq. m.
Showers	30 sq. m.
Toilets	30 sq. m.
Kitchen	25 sq. m.
Miscellaneous)	25 sq. m.
(inc. store))	
Total	160 sq. m.

Construction

ROOF

Concrete roofing tiles
S.W. Prefabricated roof trusses
Plasterboard ceiling general ceiling height 2.4 m.

WALLS

Cavity construction facing brickwork
Outer skin, fair faced blockwork
Inner skin

FLOOR

Concrete with power floated finish

FOUNDATIONS

Concrete

JOINERY

Stained SW throughout

INTERNAL FINISHES

Fair faced blockwork throughout
Flush pointed and two coats waterproof paint
Shower area glazed tiles
Sanitary fittings vitreous enamel

CAR PARKING

Gravel on hardcore base to accommodate thirty cars

THE THIRD SCHEDULE
hereinbefore referred to

INFRASTRUCTURE ACCOUNT

1.	Spine roads and sewers including prime access junctions, road closures, demolition and accommodation works	£3,195,000.00
2.	Offsite sewers including service diversions	£672,000.00
3.	Land and Tree survey	£60,000.00
4.	Service contributions	£300,000.00
5.	Landscaping including open space areas, tree belts and spine roads	£701,000.00
6.	Village hall, changing rooms and car parks	£377,000.00
7.	Fees, including architects, planning, consortium supervision, l/a supervision engineering design and contract supervision bonding and insurance	£585,000.00
8.	Acquisition of non-developable land, open space areas, tree belts and spine roads	£2,970,000.00
	TOTAL	£8,860,000.00

Total developable acreage - 229 acres

Contribution to infrastructure - £38,690.00 per developable acre

THE FOURTH SCHEDULE

hereinbefore referred to

PART I

The County Council's specification - internal roads

PART II

The County Council's requirements for improvement of existing highways

A. The Developers shall in each instance where these requirements are applicable:-

- (a) meet the costs of the relocation of the public utilities services required by the works
- (b) be responsible for the design of the works which design should also require the prior approval of the County Council
- (c) pay to the County Council an administration and supervision fee based on five per cent of the total cost of the works
- (d) before the commencement of the works provide a Bond or Surety to guarantee payment of the cost of the works to the County Council with the Surety being an Insurance Company Guarantee Society Bank or like body approved by the County Council
- (e) if any land within the control of the Developers is required for highway purposes then the Developers shall dedicate or procure

the dedication of such land to the County Council.

- (f) insofar as the works are to be carried within the limits of the highway they should be carried out by or under the supervision of the County Council unless the County Council agree (upon the conditions set out in Section B of this part of this Schedule and upon any other conditions which the County Council consider appropriate) that they be carried out by the Developers or by a contractor introduced by the Developers

B. (1) The name of any contractor introduced by the Developers shall be notified in writing to the County Surveyor of the County Council ("the County Surveyor") not less than fourteen days before the commencement of the works

(2) The Developers shall only be entitled to introduce contractors who are either (a) included within the relevant cost band of the County Council's Select List of Tenderers for Highway Contracts (Roadworks) in force for the time being or (b) specifically approved by the County Surveyor

(3) The Developers shall upon receiving a written request so to do produce to the County Surveyor for inspection any contract documents in respect of the works

(4) The works shall be carried out:-

(a) in accordance with a timetable to be approved by the County

Surveyor before the commencement of the works;

(b) under the supervision of the County Surveyor;

(c) in accordance with the requirements and specifications of the County Surveyor

(5) (a) The Developers shall be responsible for producing contract drawings for the works

(b) The contract drawings shall require the approval of the County Surveyor prior to the commencement of the works or where the Developers propose to introduce a contractor prior to any arrangements being entered into between the Developers and their contractor

(6) The Developers shall be responsible for ensuring that any requirements of statutory undertakers are met simultaneously with the construction of the works

(7) The works shall be completed to the satisfaction of the County Surveyor

(8) The Developers shall be responsible for the execution of all works of repair amendment reconstruction rectification and making good of defects as may be required in writing by the County Surveyor during the period ending six months after the date of the completion of the works

(9) (a) The County Council (acting through the County Surveyor) reserve the right to terminate forthwith in writing the arrangement whereby the Developers (or their contractor) carry out the works if these conditions are not strictly complied with

(b) Upon termination under paragraph 9(a) above the County Council shall be entitled to call in the Bond referred to in clause A(d) of this part of the Fourth Schedule for the purposes either of completing the works or reinstating the site to its condition immediately prior to the commencement of the works

(10) In the event of the County Council terminating these arrangements they shall not be liable in any way for any direct or indirect loss resulting from termination

(11) The County Council its servants and authorised agents shall at all times during the works and the maintenance period have access to the works

(12) (a) Throughout the execution of the works the Developers shall insure against any damage loss or injury which may occur to any property or to any person by or arising out of the execution of the work such insurance to be effected with an insurer in terms approved by the County Council for such sum as the County Council may determine

(b) Prior to the commencement of the works the Developers shall

forward to the County Solicitor of the County Council evidence of their insurance cover

(13) The Developers shall be responsible to the County Surveyor for the proper execution and maintenance of the works and shall indemnify and keep indemnified the County Council against all losses and claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto (This liability to indemnify the County Council shall be reduced proportionately to the extent that the said loss injury or damage is proved to be contributed to by the act or neglect of the County Council or its servants)

THE FIFTH SCHEDULE
hereinbefore referred to

THE VILLAGE CENTRE

The layout for the village centre will make provision for:

- 1) the Village Hall - to be constructed to the specification set out below and located close to the Village Green

The design will provide for easy access for the disabled and elderly. The need for the possible future extension of the building will also be taken into account.

- 2) a Church Centre - a site to be reserved for this purpose
- 3) a Public house - a site to be reserved for this purpose
- 4) Shops - a site to be reserved for this purpose
- 5) Housing - a variety of residential development including accommodation suitable for single people and possibly a sheltered housing scheme
- 6) Childrens Play Area/Landscaping - provision to be made in accordance with the Second Schedule. The location of the childrens play area to be well related to both the housing and the shops within the Village Centre
- 7) Footpath/Cycleways - to be provided to link the local distributor road serving Housing Area N1 (as defined in the Taverham Drayton Development Brief May 1985) and roads serving other areas, as well as a route via the pond to Marriots Way
- 8) Bus Turning Area - to be provided at the western end of the local distributor road extending from School Road

Village Centre Specification

Floor Area

Main hall	200m ²
Committee room	65m ²
WC's M/F	25m ²
Kitchen	20m ²
Store/offices	35m ²
Change	40m ²
Bar	5m ²

390m²

Construction

ROOF

Concrete tiles
SW prefabricated roof trusses
Plasterboard ceiling, ceiling height to main hall 7m, elsewhere 2.4m

WALLS

Cavity construction facing brickwork
Outer skin, fairfaced blockwork
Inner skin

FLOOR

Concrete with power floated finish

FOUNDATIONS

Concrete

JOINERY

Stained SW throughout

INTERNAL FINISHES

Fairfaced blockwork throughout
Flush Pointed and two coats waterproof paint
Sanitary fittings vitreous enamel

CAR PARKING

Tarmac to accommodate a maximum of eighty spaces of which up to thirty could be duplicated with other Village Centre uses

THE SIXTH SCHEDULE

hereinbefore referred to

THIS AGREEMENT is made the day of One thousand nine hundred and eighty- BETWEEN BOVIS HOMES LIMITED whose registered office is situate at Bovis House Winchcombe Street Cheltenham Gloucestershire GL52 2PG WIMPEY HOMES HOLDINGS LIMITED whose registered office is situate at Gunnersbury House 27 Hammersmith Grove London WC6 7EN and MONSELL YUELL HOMES LIMITED whose registered office is situate at 2 Midland Bridge Road Bath Avon BA2 3EY (hereinafter collectively called "the Developers") of the one part and of (hereinafter called "the Landowner") of the other part

WHEREAS

- (1) This Agreement is supplemental to an Agreement under seal (hereinafter called "the Section 52 Agreement") dated the day of 1986 made between the County Council of Norfolk (1) Broadland District Council (2) the Developers (3) and the persons whose names and addresses appeared in the First Schedule to the Section 52 Agreement (4) relating to the development of land in the Parishes of Drayton and Taverham in the District of Broadland the subject of a local plan adopted by the Broadland District Council on the nineteenth day of December 1983 ("the Growth Area") providing inter alia for the construction by the Developers of certain roads open space areas and ancillary works (together referred to herein as "the Works") within the Growth Area

- (2) The Landowner is the owner in fee simple of property (hereinafter called "the Landowner's property") situate at Drayton and Taverham in the Broadland District as aforesaid shown edged . . . on the plan annexed hereto and forming part of the Growth Area
- (3) The Developers are carrying out the Works and the Landowner has agreed to contribute towards the cost thereof and other costs incurred by the Developers for the benefit of the Growth Area in manner hereinafter appearing

NOW IT IS HEREBY AGREED as follows:-

1. IN this Agreement the following expressions shall have the meanings ascribed to them:-

(a) "the infrastructure cost" means the total of the costs incurred by the Developers for the provision of infrastructure for the benefit of the Growth Area as detailed in the Third Schedule to the Section 52 Agreement and any other costs incurred by the Developers for the benefit of the Growth Area and in addition the indexed sum (as next hereinafter defined) accruing thereon

(b) "the indexed sum" means such increased sum as bears the same pro rata proportion to the infrastructure cost as is borne by the figure shown in the Index of Building Costs issued by the Building Cost Information Service for the date upon which a contribution towards the infrastructure cost is being made compared with the date shown in that Index on the date of the Section 52 Agreement

(c) "the perpetuity period shall mean eighty years from the date hereof

2. SAVE to the extent if any to which they are prevented from so doing by delayed acquisition of land required for road construction or landscaping or by lack of right to enter any such land or by any other cause whatsoever (whether or not related to the foregoing) beyond their control the Developers will carry out and complete the Works in such manner as to secure compliance with the provisions of the Section 52 Agreement

3. IN CONSIDERATION of the covenant by the Developers hereinbefore contained and of the works of infrastructure within the Growth Area already carried out by the Developers and of the payments made by the Developers to the District Council or any other statutory authority pursuant to the Section 52 Agreement for the provision of on- and off-site works for the benefit of the Growth Area the Landowner HEREBY COVENANTS to contribute towards the infrastructure cost and any other costs incurred by the Developers for the benefit of the Growth Area as aforesaid and HEREBY FURTHER COVENANTS with the Developers to pay on the date of the grant of detailed planning permission or the date of approval of reserved matters pursuant to the Planning Permission (as defined in the Section 52 Agreement) or any planning permission granted in respect of the Growth Area a proportion of the infrastructure cost as adjusted by the indexed sum in accordance with the formula $\frac{A}{B} \times C \times D$ where:-

B

A equals the total area of the Owners's land within the Growth Area less any area of land allocated to infrastructure as detailed in item 8 of the Third Schedule to the Section 52 Agreement hereto or otherwise defined on the plan

B equals 229 acres (developable land);

C equals the infrastructure cost; and

D equals the indexed sum

PROVIDED always that in establishing the contribution due from each and every owner of land not so acquired by the Developers there shall be taken into consideration any material contribution attributable to the appropriate owners parcel of land which the appropriate owner has undertaken with the District Council to provide in accordance with this Agreement

4. IF any figure shown in the Index of Building Costs issued by the Building Cost Information Service is marked in the said Index as provisional then the liability of the Landowner shall be recalculated when the appropriate final index figure is published and within fourteen days thereafter the Developers shall refund to the Landowner any excess payment or the Landowner shall pay any balance shown to be due to the Developers as the case may be

5. THE Landowner hereby grants to the Developers licence and authority to enter the Landowner's property with construction equipment and vehicles for the purposes of fulfilling its obligations hereunder and the Landowner will at the request of the Developers and without delay join in any Agreements pursuant to Section 38 of the Highways Act 1980 solely for the purpose of providing for the dedication by the Landowner to the public of any part of the Landowner's property upon which roads and footpaths have been constructed pursuant to the Section 52 Agreement

6. THE Developers and the Landowner hereby mutually grant the one to the

other and their respective successors in title owner or owners for the time being of the Growth Area and the Landowner's property and any buildings erected on the Growth Area and the Landowner's property within the perpetuity period the rights contained in the Schedule hereto

7. THE Landowner further covenants with the Developers that until such time as the Works shall be maintainable at public expense the Landowner will make good any damage caused to the Works by the Landowner its agents contractors or any person authorized by him or acting on his behalf who shall use the Works or make excavation into the Works or any part thereof whether such damage be caused by vehicles plant equipment or otherwise and if such damage is not so rectified within one month of its occurrence then the Developers shall be at liberty to rectify the same and the reasonable and proper cost of making good such damage shall forthwith on demand be payable by the Landowner to the Developers

8. THE Developers hereby agree to observe the stipulations and conditions on their part contained in the Section 52 Agreement and the Developers shall indemnify and keep indemnified the Landowner against all liabilities claims demands and expenses arising from any breach of such Agreement as aforesaid provided that such indemnity shall not apply to the extent that any such liabilities claims demands and expenses are attributable to or result from any act default negligence or omission by the Landowner or failure by the Landowner to perform its obligations under this Agreement

9. THIS Agreement shall continue in force until the respective obligations of the parties hereto have been fully performed

10. ALL disputes or differences whatsoever which shall at any time hereafter whether during the continuance and effect of this Agreement or upon or after its discharge or determination arising between the parties hereto or any of them touching or concerning this Agreement or its construction or effect or as to the rights duties and liabilities of the parties hereto or any of them under or by virtue of this Agreement or otherwise shall be referred to a single arbitrator to be agreed upon by the parties hereto and in default of Agreement to be nominated by the President of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force and upon any and every such reference the arbitrator shall have power to take the opinion of such Counsel as he may think fit upon any question of law that may arise and in his discretion to adopt any opinion so taken and to obtain the assistance of such accountant surveyor valuer or other expert as he may think fit and to act upon any statement of account survey valuation or expert assistance thus obtained

IN WITNESS whereof the parties hereto have hereunto set their hands and seals and caused their respective common seals to be hereunto affixed the day and year first before written

THE SCHEDULE

(mutual easements)

Rights to be mutually and respectively granted and reserved on any transfer pursuant to clause 6 hereof

- (a) Full right of passage with or without vehicles over and along the roads and footpaths (and the sites thereof) laid or to be laid within the perpetuity period by the respective parties in or under or through any part of the [site] Growth Area
- (b) Full right of passage of water soil gas and electricity through all pipes wires and mains laid or to be laid within the perpetuity period in or under any part of the site and the right at the expense of the persons making such connections to make connections thereto
- (c) Such rights as may be reasonably necessary to enter onto any part of the site for the purpose of laying pipes wires cables and mains and for the purpose of making connections to services and inspecting repairing and maintaining the same and any buildings hereafter to be erected on any part of the site and doing all things as may reasonably be required to facilitate the development thereof the person or persons exercising such rights (i) making good all damage occasioned thereby (ii) causing as little inconvenience or disturbance to the remainder of the site (iii) giving due consideration to the proposals for the development of the remainder of the site
- (d) Such other easements rights or privileges as may reasonably be required by the parties over the other parts of the site as may be necessary for the reasonable and proper development thereof

Subject however to the persons exercising such rights paying a fair proportionate part of the expense of the repair maintenance and renewal

of all such roads footpaths sewers drains wires cables and mains and other services as and when used and making good all damage caused in the exercise of such rights AND provided always that nothing herein shall prejudice or otherwise interfere with a structurally completed dwellinghouse and the plot of land on which it stands

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

Ch. J. J. J. J.

County Solicitor

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

[Signature]

Chairman

B. R. [Signature]

Chief Executive and Clerk

THE COMMON SEAL of)
BOVIS HOMES LIMITED was hereunto)
affixed in the presence of:-)

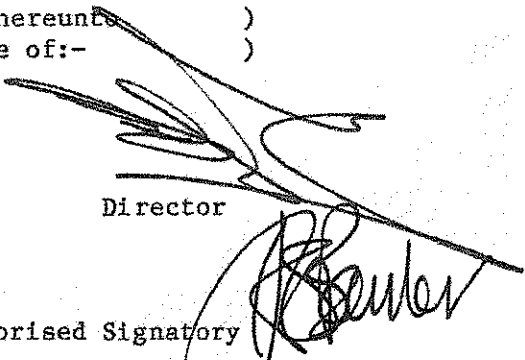
Director

Regional Director

[Signature]
[Signature]

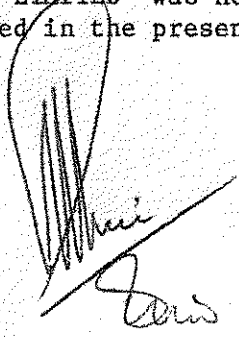
2776

THE COMMON SEAL of WIMPEY HOMES)
HOLDINGS LIMITED was hereunto)
affixed in the presence of:-)


Director

Authorised Signatory

THE COMMON SEAL of MONSELL YOELL)
HOMES LIMITED was hereunto)
affixed in the presence of:-)


Director

Secretary

SIGNED SEALED AND DELIVERED)
by the said RICHARD JAMES COOPER)
in the presence of:-)

R.J. Cooper

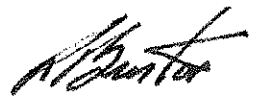
J.A. Hutchins
Castle Chambers Warrick
Schirmer

SIGNED SEALED AND DELIVERED)
by the said MYRTLE JEAN COOPER)
in the presence of:-)

M.J. Cooper

J.A. Hutchins
as above

THE COMMON SEAL of R. G. CARTER)
LIMITED was hereunto)
affixed in the presence of:-)


Director


Secretary

SIGNED SEALED AND DELIVERED)
by the said J E FULLER)
in the presence of:-)

THE COMMON SEAL of TAYLOR WOODROW)
HOMES LIMITED was hereunto)
affixed in the presence of:-)

Director

Secretary

~~SIGNED SEALED AND DELIVERED)~~
~~by the said RONALD BERNARD RAYNER)~~
~~in the presence of:-)~~

~~SIGNED SEALED AND DELIVERED)~~
~~by the said MARGARET ELIZABETH RAYNER)~~
~~in the presence of:-)~~

SIGNED SEALED AND DELIVERED)
by the said FRANK ALBERT THOULESS)
in the presence of:-)

FA Thoulless

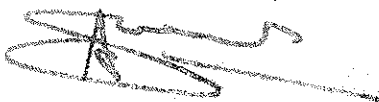
SIGNED SEALED AND DELIVERED)
by the said FRED A CHRISTINA HANNELORE)
THOULESS in the presence of:-)

FCH Thoulless

*Goodfellow
N Smith
Solicitor.*

SIGNED SEALED AND DELIVERED
by the said LOUIS HERBERT COLLINS
in the presence of:-

) L.H. Collins
)
)



SIGNED SEALED AND DELIVERED
by the said D E LISTER
in the presence of:-

) D E Lister
)
)



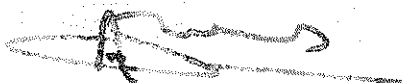
SIGNED SEALED AND DELIVERED
by the said GORDON ELDON JOHN
GREENWOOD in the presence of:-

) G Greenwood
)
)



SIGNED SEALED AND DELIVERED
by the said KATHLEEN ELIZABETH
GREENWOOD in the presence of:-

) K. Greenwood
)
)



SIGNED SEALED AND DELIVERED
by the said JULIE ANN
GREENWOOD in the presence of:-

) J.A. Greenwood
)
)



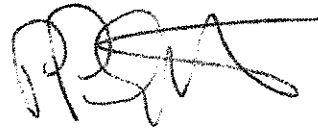
SIGNED SEALED AND DELIVERED
by the said SANDRA ELIZABETH
GREENWOOD in the presence of:-

) S.E. Greenwood
)
)

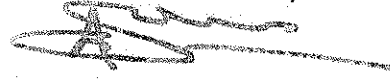


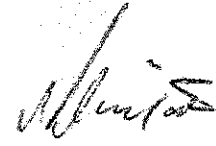
SIGNED SEALED AND DELIVERED
by the said PETER PHILPOTT
in the presence of:-





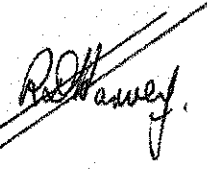
SIGNED SEALED AND DELIVERED
by the said JACK PHILPOTT
in the presence of:-





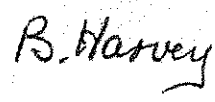
SIGNED SEALED AND DELIVERED
by the said RICHARD DRAKE
HARVEY in the presence of:-





SIGNED SEALED AND DELIVERED
by the said BERYL HARVEY
in the presence of:-





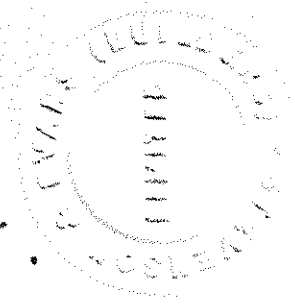
THE COMMON SEAL of STEVENSON &
EVANS (BUILDERS) LIMITED was
hereunto affixed in the presence of:-

Director



Secretary





THE COMMON SEAL of HACKETT (BUILDERS))
LIMITED was hereunto)
affixed in the presence of:-)

Director

Secretary

SIGNED SEALED AND DELIVERED)
by the said BRIAN WILLIAM IVOR)
HARPER in the presence of:-)

SIGNED SEALED AND DELIVERED)
by the said LILIAN EDITH HARPER)
in the presence of:-)

SIGNED SEALED AND DELIVERED)
by the said RONALD BERNARD RAYNER)
in the presence of:-)

SIGNED SEALED AND DELIVERED)
by the said FRANK WALTER RAYNER)
in the presence of:-)

SIGNED SEALED AND DELIVERED)
by the said IVY EILEEN MANNING)
in the presence of:-)

SIGNED SEALED AND DELIVERED
by the said LILIAN EDITH HARPER
in the presence of:-

L. E. Harper.



THE COMMON SEAL of J. W. CHAFER
LIMITED was hereunto
affixed in the presence of:-

Director

Accept.

Secretary

as with

THE COMMON SEAL of DRAYTON FARMS
LIMITED was hereunto affixed in
the presence of:-

Secretary
Director

