

T H I S A G R E E M E N T is made the 19th day of December One thousand nine hundred and eighty-six B E T W E E N THE COUNTY COUNCIL OF NORFOLK of County Hall Martineau Lane Norwich NR1 2DH (hereinafter called "the County Council") of the one part BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich NR7 ODU (hereinafter called "the District Council") of the other part

W H E R E A S

(1) The County Council is the owner in fee simple in possession of the lands shown respectively coloured blue on the plan numbered 1 annexed hereto which land is within the Growth Area (as hereinafter defined) which lands are held for the purposes of Part III of the Agriculture Act 1970 and the County Council proposes to dispose of such lands pursuant to Section 123 of the Local Government Act 1972

(2) Furthermore 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

(3) 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

(4) 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

(d) Section 123 of the Local Government Act 1972

(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) "Plan 1" means the plan numbered 1 annexed hereto

(b) "Plan 2" means the plan numbered 2 annexed hereto

(c) "the Growth Area" means the land situate in the Parish of Thorpe St. Andrew in the District of Broadland in the County of Norfolk described in Paragraph 1.3 of the current Thorpe St. Andrew (Pound Lane) Local Plan Written Statement and shown on the Proposals Map to that Local Plan

(d) "the Land" means the whole of the lands shown coloured blue on Plan 1

(e) "the Planning Permission" means the planning permission for development of the Land to be granted by the County Council and numbered 84/0836/0

(f) "the open space land" means the areas of land within the Growth Area coloured green and numbered on Plan 2 and more particularly described in the Second Schedule hereto

(g) "the Community Hall" means the community hall to be erected on land adjoining the land and within the Growth Area as detailed in the Fourth Schedule hereto

(h) "the Changing Rooms" means the changing rooms to be erected on land adjoining the land and within the Growth Area as detailed in the Second Schedule hereto

(i) the "Off-Site Sewer" means a surface water sewer of sufficient capacity to serve the whole of the Growth Area including without prejudice to the generality of the foregoing words not less than 1819 dwellings the community hall the changing rooms a supermarket of a

gross area of 60,000 square feet 6 small shop units a public house a doctors surgery associated car parking for at least 600 vehicles and roads between the Growth Area and the Lower Yare by such route as shall be approved by the Anglian Water Authority or the District Council as its agent

(j) "the Local Plan" means the current Thorpe St. Andrew (Pound Lane) Local Plan

(k) "the Development Brief" means the development brief for the Growth Area adopted by the District Council on

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

(m) "the ancillary areas of open space" means such areas of open space in immediate proximity to residential properties as indicated on the plan and as detailed in the First Schedule hereto

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 County Council so as to bind so far as may be each and every part of the Land into whosoever hands the same may come and in pursuance of the Statutory Provisions HEREBY COVENANTS with the District Council and to the intent that it shall be personally bound in respect of all obligations on its part herein contained that:-

4.1 No dwellings constructed on Land shall be occupied before the completion of the construction of the off site sewer and an Agreement under Section 18 of the Public Health Act 1936 has been entered into by the owners of the off site sewer

4.2 No dwellings constructed on the Land shall be occupied before the County Council shall have entered into arrangements to the satisfaction of the District Council to contribute to the Anglian Water Authority

such sums as that Authority shall reasonably require in respect of the reinforcement of water mains outside the Growth Area consequent upon the development of the Growth Area

4.3 No dwellings constructed on the land shall be occupied until such improvements as the County Surveyor of the County Council shall reasonably consider requisite to the traffic control systems on the Trunk Road A47 have been carried out and such improvements as the County Surveyor shall reasonably consider requisite have been carried out to the roads known as St. Williams Way Pound Lane and the Trunk Road A47

4.4 To construct all roads other ways mains and service media of any description forming part of the development of the land and the Growth Area to such capacity or capacities as shall be sufficient not only to serve the development to be carried out by the County Council but also for any development proposed in the Local Plan or in any application for planning permission received by the District Council on or prior to the date hereof on any other land which may be conveniently served by such roads other ways mains or service media

4.5 Prior to one year from the date hereof the County Council shall have entered into arrangements to the satisfaction of the District Council which shall ensure the construction of the community hall within five years from the entry into such arrangements

4.6 Prior to one year from the date hereof the County Council shall have entered into arrangements to the satisfaction of the District Council which shall ensure the construction of the changing rooms within five years from the entry into such arrangements

4.7.1 Before any dwelling constructed on the land is occupied the County Council will construct an access for the proposed main spine road as envisaged in the Local Plan including any junction improvement works required to Pound Road at the point

marked "T" on Plan 2

4.7.2 If the Norfolk County Council is not the owner of that part of the Land when such access shall fall due to be constructed and if such access is therefore to be constructed by some person other than the Norfolk County Council then such access shall be constructed to the reasonable satisfaction of the County Surveyor of the County Council in accordance with the County Council's standards and specification and with detailed plans and specifications to be approved by the County Council and also in accordance with the requirements set out in the Third Schedule hereto to completion standard

4.8.1 Within one year from the date hereof the County Council will construct to base course standard between the access mentioned in Clause 5.1 above and the approximate position of the point marked "S" on the plan or such other point as may be agreed by the parties hereto that part of the main spine road as envisaged in the Local Plan and the Development Brief as being on the land and will construct the same to completion standard within a period of three years from the date hereof

4.8.2 If the Norfolk County Council is not the owner of the Land when such main spine road shall fall due to be constructed and if such main spine road is therefore to be constructed by some person other than the Norfolk County Council then such access shall be constructed to the reasonable satisfaction of the County Surveyor of the County Council in accordance with the County Council's standards and specification and with detailed plans and specifications to be approved by the County Council to completion standard

4.9 Before the expiry of two years from the date hereof the County Council will have entered into a legally enforceable agreement with the

Parish Council providing for access to and use by such members of the public as shall be authorised by the Parish Council of the existing playing field comprising that part of the open space land designated as Area B on the plan outside of hours when it shall be reasonably required for educational use in connection with Thorpe High School for sports games and other recreational uses and also providing for the County Council and the Parish Council respectively to share the cost of maintenance of such playing fields in the same proportion as the proportion of which the periods of educational and public uses respectively bear to each other

4.10 Before the expiry of seven years from the date hereof the County Council will complete the laying out of in accordance with the details contained in the First Schedule hereto 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 designated as Area A on the plan

4.11 Prior to the occupation of ninety per centum of the dwellings directly served thereby the County Council will complete in accordance with the details contained in the First Schedule hereto 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 each of the ancillary areas of open space shown on the plan

4.12 The County Council will procure the dedication as a public highway of all the land upon which the said access and part of the main spine road are constructed which is now within the County Council's ownership before the expiry of the perpetuity period

4.13 During the carrying out of the road works the subject of this Agreement the County Council shall give the District Council and all persons employed by or authorised by them free access to and over all parts of the land the subject of the works and permit them to inspect



REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE. CROWN COPYRIGHT RESERVED. BRADSHAW DISTRICT COUNCIL LICENSE No. EA-07221

 1:2500

PLAN 1



PLAY AREA FOR CHILDREN UNDER 6



PLAY AREA FOR CHILDREN AGED 6 - 15

Area B

Area A

S



1:2500

REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE PERMISSION OF THE CONTROLLER OF HER MAJESTY'S STATIONERY OFFICE CROWN COPYRIGHT RESERVED. BROADLAND DISTRICT COUNCIL LICENCE No. LA-07391

PLAN 2



the works and all materials used or intended to be used therein

4.14 In completing the laying out of the open space land the County Council will carry out the works detailed in the First 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

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

- (1) grant to the District Council rights of access to and egress from the open space land or such site (as the case may be) over the roads and footpaths constructed on the land on the plan within the perpetuity period and
- (2) except and reserve such easements rights and privileges as may reasonably be required by the County Council for the satisfactory and comprehensive development of the remainder of the land within the perpetuity period and
- (3) contain a covenant by the District Council with the County Council for the benefit of the remainder of the land and each and every part thereof not to use the open space land otherwise than for recreational purposes

4.16 Before any development is carried out on the land shown coloured yellow on Plan 2 other than that directly arising out of its current use as allotments the County Council will lay out the land shown coloured red on Plan 2 as allotments and will let or offer for letting to the Thorpe St. Andrew Parish Council the land shown coloured red on Plan 2 on terms (including a rental based on allotment use only which excludes any value which might be ascribed to potential non-agricultural use) which are approved in writing by the District

Council as being reasonable for the letting of allotment land (such approval not to be unreasonably withheld) and thereafter such land shown coloured red on Plan 2 shall not be used for any purpose other than as allotments without the written consent of the District Council

4.17 If before the expiry of 7 years from the date of commencement of the development authorised by the planning permission the County Council receive a written request from the Thorpe St. Andrew Parish Council it having received in turn a request for the provision of allotments by residents of the Growth Area which cannot be accommodated on the land coloured red on Plan 2 then the County Council shall provide a site not exceeding 3 acres outside the Land to the reasonable satisfaction of the Thorpe St. Andrew Parish Council for use as allotments and shall let the same to the Thorpe St. Andrew Parish Council on terms including a rental based on allotment land value only (excluding any value which might be ascribed to potential non agricultural use) which meets with the reasonable satisfaction of the Thorpe St. Andrew Parish Council

5. THE District Council hereby consents to the County Council not granting any easement for the benefit of any land within the Growth Area and not comprising part of the land and not dedicating or procuring the provision of public highways or mains or other service media to such other land until the owner or owners of such land have entered into with the County Council an Agreement to pay to the County Council or as it may direct a sum not exceeding the total of firstly such proportion of any expenditure incurred by the County Council on facilities intended for the benefit of the land and that other land as envisaged in the Local Plan and the Development Brief as directly attributable to the development of the other land as carried out by the owner of that other land and secondly such proportion of any expenditure incurred by the County Council on facilities intended for

the benefit of the Growth Area as a whole as envisaged in the Local Plan and the Development Brief which is not directly attributable to the development of the other land or the land as the open market value of the area of the developable part of that other land bears to the open market value of the total developable area of land within the Growth Area

6. THE District Council hereby further covenants with the County Council that upon failure by the District Council to give prior notification to the County Council 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

7. THE District Council and the County Council insofar as they lawfully may and without in any way fettering the future use of their respective statutory or other powers and subject in the case of the covenant on the part of the District Council herein contained to substantial performance of the obligations on the part of the County Council herein at the appropriate time or times HEREBY COVENANT with each other to use their respective reasonable endeavours to enable the land to be developed in the manner envisaged by the Planning Permission

8. THE District Council and the County Council HEREBY ACKNOWLEDGE AND CONFIRM that 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 land pursuant to the planning Permission and the liability of the County Council under this Agreement shall continue notwithstanding such sales

9. 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 of 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 other expert as he may think fit and to act upon any statement of account survey valuation or expert assistance thus obtained

10. THE expressions '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 caused their respective common seals to be hereunto affixed the day and year first before written

THE FIRST SCHEDULE

hereinbefore referred to

The Open Space Land and Works

SPECIFICATION FOR PLAY AREAS

Area A

To be grassed over and planted with suitable trees and so that it is suitable for informal recreational

Existing planting along Pound Lane to be suitably enhanced

All the Land

Existing landscape features to be retained and where appropriate to be enhanced as reasonably required by the District Council

Play Areas

One play area suitable for six to fifteen year olds to be provided in the approximate location shown on Plan 2.

Two play areas suitable for under six year olds to be provided in the approximate location shown on Plan 2

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 0.4 hectare of land unless otherwise included within a larger area of open space land

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, e.g. logs blocks of wood or pipes to be located on an area of sand or woodchip. In addition an area of grass including seats to be provided for informal play with suitable tree and shrub planting to enclose the area

THE SECOND SCHEDULE

hereinbefore referred to

SPECIFICATION FOR CHANGING ROOMS

Floor Areas

Changing		
(including showers)	48	sq. m.
Toilets	23	sq. m.
Kitchen	10	sq. m.
Community room	15	sq. m.
Miscellaneous store	24	sq. m.
Total	120	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

THE THIRD SCHEDULE

hereinbefore referred to

The County Council's requirements for improvement of existing highways

- A. The Developer 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 Developer is required for highway purposes then the Developer shall dedicate or procure the dedication of the 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 Developer or by a contractor introduced by the Developer
- B.
- (1) The name of any contractor introduced by the Developer 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 Developer 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 Developer 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 Developer 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 Developer proposes to introduce a contractor prior to any arrangements being entered into between the Developer and their contractor
- (6) The Developer 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 Developer 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 Developer (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 Third 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 Developer 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 Developer shall forward to the County Solicitor of the County Council evidence of their insurance cover

(13) The Developer 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 FOURTH SCHEDULE

hereinbefore referred to

The Community Hall Specification

Floor Area

Main hall	200	square metres (7 metres ceiling clearance)
Committee room	50	square metres
WC's M/F	20	square metres
Kitchen	20	square metres
Store/offices	30	square metres
Changing Areas	35	square metres
Bar	5	square metres
	<hr/>	
Total	360	square metres

Construction

ROOF

Concrete tiles

S.W. Prefabricated roof trusses

Plasterboard ceiling, ceiling height to main hall 7 m,
elsewhere 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

Sanitary fittings vitreous enamel

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



R M Auton

Authorised to sign on behalf
of the County Solicitor

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



3048

B. L. Cransh

Chief Executive and Clerk

Dated 19th December 1986

B E T W E E N

NORFOLK COUNTY COUNCIL

and

BROADLAND DISTRICT COUNCIL

A G R E E M E N T

pursuant to Section 52 Town and
Country Planning Act 1971 relating to
Pound Lane Thorpe St. Andrew Norfolk

District Solicitor,
Broadland District Council,
Thorpe Lodge,
Yarmouth Road,
NORWICH.
NR7 ODU