

DATED 14<sup>th</sup> May 1997

NORFOLK COUNTY COUNCIL

- and -

WHERRY HOUSING ASSOCIATION LIMITED

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A G R E E M E N T  
Under Section 106 of the Town and Country  
Planning Act 1990  
relating to land at Sprowston

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Director of Law and Administration  
Norfolk County Council  
County Hall  
Martineau Lane  
Norwich  
NR1 2SH

THIS AGREEMENT is made the 14<sup>th</sup> day of May One thousand nine hundred and ninety-seven

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part and WHERRY HOUSING ASSOCIATION LIMITED ("the Owners") of Wherry House 300 St Faith's Lane Old Catton Norwich Norfolk of the second part

WHEREAS:-

- (1) The Owners are the owners in fee simple in possession of the land shown edged red on the attached plan ("the Land")
- (2) The County Council is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 ("the Act") and the Local Highway Authority within the meaning of the Highways Act 1980 for the area within which the Land is situated
- (3) Planning Permission has been granted by the Broadland District Council (reference 96.1109) ("the Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder to develop the Land by the demolition of existing buildings and the construction of dwellings ("the Development")

- (4) There are highway objections to the Development which can only be overcome by the making and implementation of Traffic Regulation Orders ("the Orders") to secure (at the discretion of the County Council) one of the three options specified in Schedule 1 hereto ("the Works")
- (5) The County Council are satisfied that this agreement will be for the benefit of the public
- (6) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended)
- (7) The obligations created by this Deed are enforceable by the County Council

N O W THIS DEED WITNESSETH as follows:-

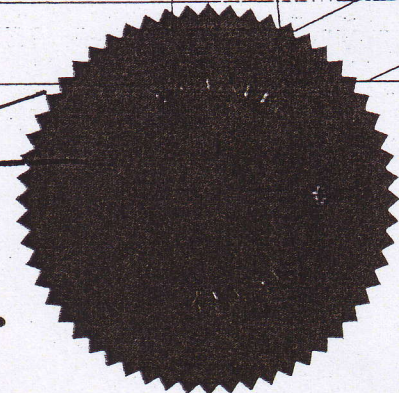
- 1. This Agreement is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 Section 278 of the Highways Act 1980 and all other enabling powers
- 2. The Owners hereby covenant with the County Council that:-
  - (i) No part of the Development shall be commenced until the Owners have deposited with the County Council the sum of £2,300 to be used for the purposes set out in Paragraph A of Schedule 2 hereto



WIMPEY HOMES LTD

LOCATION PLAN  
CLOVER ROAD SPROWSTON  
1:1250 (A4)

*[Handwritten signature]*

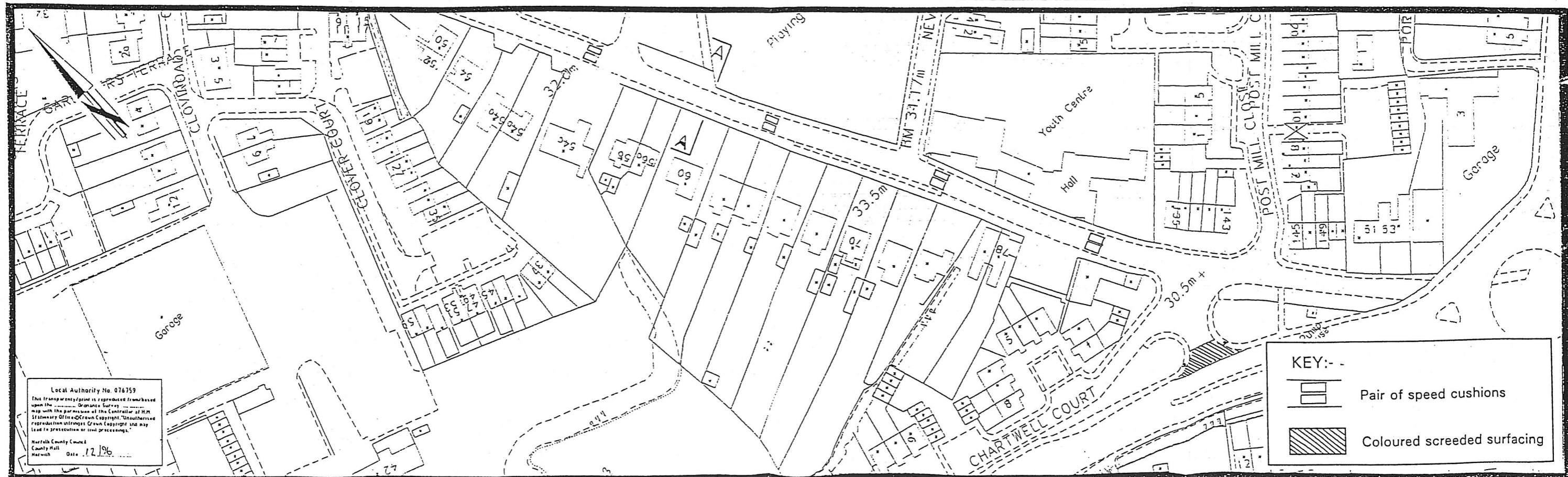
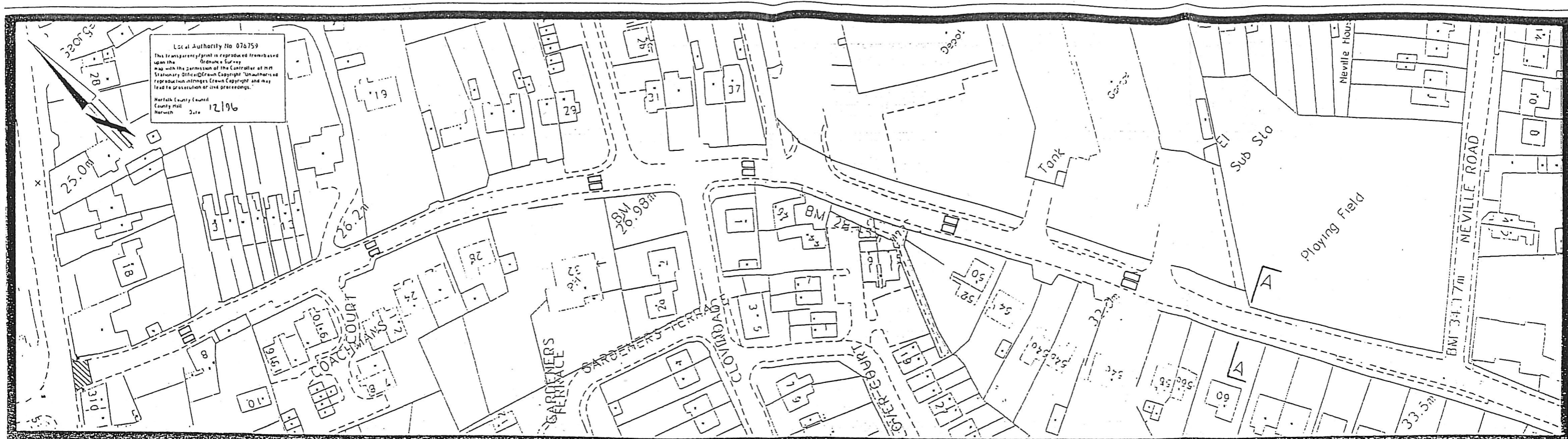


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*[Handwritten signature]*



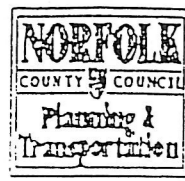




**KEY:-**

Pair of speed cushions

Coloured screeded surfacing



J.M.SHAW  
B.A.D.P.T., F.R.T.P.I., F.R.S.A., F.I.M.I., F.I.H.T.  
DIRECTOR OF PLANNING AND TRANSPORTATION  
COUNTY HALL  
NORWICH NR1 2SG

SCHEME PREPARED BY:  
**Engineering SERVICES**  
HIGHWAYS AND TRANSPORTATION CONSULTANCY

DRAWING TITLE  
**OPTION 2  
20mph ZONE**

REV.	DESCRIPTION	CHKD.	DATE

SURVEYED BY	INITIALS	DATE	DRAWING No.
DESIGNED BY			TMB1502/T/2
DRAWN BY		12-96	PROJECT TITLE
CHECKED BY	NAC	12-96	SCHOOL LAKE, SPROUSTON
			SCALE
			1:1250
			FILE No.
			TMB1502



Local Authority No 076759  
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 Norwich County Council  
 County Hall  
 Norwich  
 Date 12/96

**KEY:-**

75mm high round-topped road hump

Kerbed build-out with one-way priority working

**NORFOLK**  
 Planning & Transportation

J.W. SHAW  
 B.A.D.I.P., F.R.I.P., F.R.S.A., F.I.M.G.I., F.I.H.T.  
 DIRECTOR OF PLANNING AND TRANSPORTATION  
 COUNTY HALL  
 NORWICH NR1 2SG

SHEET PREPARED BY:

**Engineering SERVICES**

HIGHWAYS AND TRANSPORTATION CONSULTANCY

DRAWING TITLE

**OPTION 3  
SPEED HUMPS**

REV.	DESCRIPTION	CHKD.	DATE

SURVEYED BY	INITIALS	DATE	DRAWING NO.
DESIGNED BY			TMB1502/T/3
DRAWN BY			PROJECT FILE
CHECKED BY			SCHOOL LANE, SPROUSTON
			SCALE
			1:1250
			FILE REF
			TMB1502

- (ii) Prior to authorisation being sought from the County Council's Highways Sub-Committee to the making of the Orders the Owners will have deposited with the County Council the sum of £2,300 referred to in Clause 2(i) above together with the sum set out in the relevant column of Part 2 of Schedule 2 hereto relating to the Approved Option to be used for the purposes set out in Part 2 of Schedule 2 PROVIDED THAT if the Approved Option shall be Option 1 there shall be deducted from the sum payable under this Clause 2(ii) the sum of £100
- (iii) Prior to the letting of the contract for the Works ("the Contract") they will have deposited with the County Council the sums referred to in Clauses 2(i) and (ii) above together with a sum equivalent to the accepted contract tender figure
- (iv) Upon completion of the Works the Owners will deposit with the County Council the sum set out in the relevant column of Part 3 of Schedule 2 hereto relating to the Approved Option to be used for the purposes set out in Part 3 of Schedule 2
- (v) Within ~~X~~ 28 days from the date the County Council confirms in writing to the Owners that it intends to proceed with the Works the Owner will provide a Bond of Surety with an Assurance Company Guarantee Society Bank or like body approved by the County Council in the sum set out in the relevant column of Part 3 of Schedule 2 hereto relating to

the Approved Option as a guarantee for the due performance by the Owners of the covenant in 2(iv) such sum to be reviewed if the Works have not been commenced within twelve months of the date of this Agreement and thereafter at 12 monthly intervals and amended to such sum as the County Council may reasonably determine PROVIDED THAT the obligation set out in 2 (iii) (iv) and (v) above shall not apply in the event of the County Council deciding not to proceed with the Works and the County Council hereby covenants with the Owners that it will communicate its decision whether or not to proceed with the Works and if so which of the three options specified in the Schedule hereto which it intends to implement ("the Approved Option") within 6 months of the date the Owners make the payment set out in Clause 2(i) hereof

3. The County Council hereby covenants with the Owners that:-

- (i) the Owners will be entitled to nominate 3 contractors to be invited to tender for the Works PROVIDED THAT such contractors appear on the County Council's select list of tenderers
- (ii) the money deposited in accordance with Clause 2 above ("the Money") will be held in an interest bearing account the identity of which shall be agreed between the Owners and the County Council

(iii) Any part of the Money remaining unspent will be returned to the Owners with interest either following completion of the Works or on demand

(a) in the event of the Owners not implementing the planning permission by carrying out a material operation (as defined in Section 56(4) of the Act) before the planning permission expires

(b) in the event of a decision being taken by the County Council not to make the Orders or undertake the Works

(iv) it will not use the Money for the purpose of the Works unless the Owners implement the planning permission by carrying out a material operation as defined in Clause 3(iii)(a) above

(v) it will use its best endeavours to minimise the cost of the Works to the Owners and will not materially deviate from the works defined in the Approved Option without the written approval of the Owners such approval not to be unreasonably withheld

4. The Owners hereby covenant with the County Council that they will comply with any reasonable request of the County Council the purpose of which is to ensure that the County Council meet their obligation under Section 59 of the New Roads and Street Works Act 1991 in respect of the Works

5. The Owners hereby covenant with the County Council that they will reimburse the County Council (a) any compensation properly paid by the County Council under Parts I and II of the Land Compensation Act 1973 or Regulations made thereunder as a result of the carrying out of or use of the Works and (b) any damages for nuisance properly paid by the County Council as a result of the carrying out or use of the Works and the County Council hereby covenant with the Owners to use its best endeavours not to use or carry out the Works or permit the same to be used or carried out in such a way as may induce a claim for compensation as aforesaid
6. No waiver (whether express or implied) by the County Council of any breach of default by the Owners or their successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owners or their successors in title
7. The Owners hereby warrant that they have full power to enter into this Agreement and that there is no person having any charge over or any interest in the Land other than those entering this Agreement binding upon the Land and all estates and interests therein
8. It is hereby agreed that nothing in this Agreement shall oblige the County Council to make the Orders

9.
  - (1) The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
  - (2) If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
  - (3) If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute shall be referred to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
10. This document is executed as a Deed and is delivered on the date first before written
11. The expressions "the County Council" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act

## SCHEDULE 1

### **Option 1**

1. The formation laying out and construction of a point closure of School lane immediately east of its junction with Clover Road to prohibit through vehicular traffic as shown in principle on Drawing No TMB 1502/T/1 attached

### **Option 2**

1. The formation laying out and construction of traffic calming measures required to achieve a 20 mph zone along School Lane from its junction with the B1150, North Walsham Road to the A1042 Chartwell Road as shown in principle on Drawing No TMB 1502/T/2 attached

### **Option 3**

1. The formation laying out and construction of traffic calming measures on School Lane from its junction with B1150 North Walsham Road to a point approximately 70 metres east of Clover Road as shown in principle on Drawing No TMB 1502/T/3 attached

## Works Common to all Options

1. The reinstatement resurfacing regrading reseeding or where necessary the construction in full or in part of the existing highway disturbed by the carrying out of the Works as reasonably directed by the County Council
2. The provision and laying of all road marking reasonably required by the County Council
3. The provision erection and connection of all street lighting columns where required including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council
4. The provision and erection of all traffic signs reasonably required by the County Council including services for both temporary and permanent arrangements pursuant to the Works in accordance with all current codes of practice as varied from time to time to be approved by the County Council
5. All statutory undertakers diversion works and the making good of any damage caused to any statutory undertakers installation as a result of carrying out the Works

SCHEDULE 2

									Option 1	Option 2	20 mph	Option 3	30 mph
<b>Primary Design / Consultations</b>													
Feasibility Study									£ 500.00	£ 500.00	£ 500.00	£ 500.00	£ 500.00
Formal Consultations									£ 200.00	£ 200.00	£ 200.00	£ 200.00	£ 200.00
Public Consultations / Exhibitions									£ 1,000.00	£ 1,000.00	£ 1,000.00	£ 1,000.00	£ 1,000.00
Duplication and delivery of leaflets									£ 100.00	£ 100.00	£ 100.00	£ 100.00	£ 100.00
TRO plan and schedule and Annex C documentation									£ 400.00	£ 500.00	£ 500.00	£ 500.00	£ 500.00
								sub-total	£ 2,200.00	£ 2,300.00	£ 2,300.00	£ 2,300.00	£ 2,300.00
<b>Detail Design and Supervision</b>													
Detail design - drawings, specifications and safety audit									£ 900.00	£ 1,400.00	£ 1,400.00	£ 1,400.00	£ 2,400.00
Bill of Quantities, Contract Documentation and Tender procedures									£ 500.00	£ 1,500.00	£ 1,500.00	£ 1,500.00	£ 1,500.00
Act as Planning Supervisor									£ 300.00	£ 300.00	£ 300.00	£ 300.00	£ 400.00
Resident Engineer - Site supervision and Certification of Accounts									£ 300.00	£ 1,200.00	£ 800.00	£ 800.00	£ 1,800.00
								sub-total	£ 2,000.00	£ 4,400.00	£ 4,000.00	£ 4,000.00	£ 6,100.00
<b>Post Works</b>													
TRO after speed monitoring									£ -	£ 500.00	£ 500.00	£	-
Contribution towards future maintenance									£ 1,500.00	£ 7,500.00	£ 3,000.00	£ 3,000.00	£ 4,080.00
								sub-total	£ 1,500.00	£ 8,000.00	£ 3,500.00	£ 3,500.00	£ 4,080.00
								Total	£ 5,700.00	£ 14,700.00	£ 9,800.00	£ 12,480.00	£ 12,480.00
<b>Estimated Value of The Works</b>													
									£ 3,000.00	£ 12,000.00	£ 8,000.00	£ 8,000.00	£ 16,000.00
								Grand Total	£ 8,700.00	£ 26,700.00	£ 17,800.00	£ 17,800.00	£ 28,480.00

IN WITNESS whereof the County Council and the Owners have affixed their  
Common Seals the day and year first before written

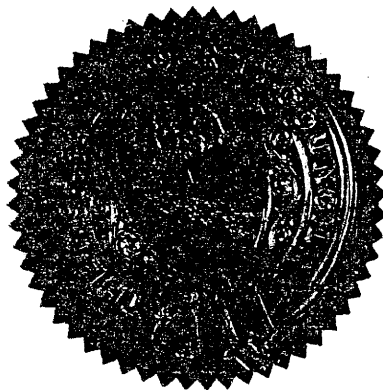
THE COMMON SEAL of THE NORFOLK

COUNTY COUNCIL was hereunto

affixed in the presence of:-

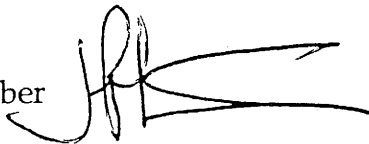


DIRECTOR OF LAW AND ADMINISTRATION



THE COMMON SEAL  
WHERRY HOUSING ASSOCIATION LIMITED  
was hereunto affixed in  
the presence of:-

Committee Member



Secretary

