

Plan 86.1745
file

THIS AGREEMENT is made the 19th day of December 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 Rosehaugh Dacre PLC whose registered office is situate at 53/55 Queen Anne Street London W1M 0LS (hereinafter called "Rosehaugh Dacre") and Wilcon Homes Limited whose registered office is situate at Thomas Wilson House Tenter Road Moulton Park Northampton NN3 1QJ (hereinafter called "Wilcon") (hereinafter collectively called "the Developers") of the third part

WHEREAS

- (1) Rosehaugh Dacre is the owner in fee simple in possession of the land shown coloured green on the plan numbered 1 annexed hereto which land is within the Growth Area (as hereinafter defined)
- (2) Wilcon is the owner in fee simple in possession of the land shown coloured yellow on the plan numbered 1 annexed hereto which land is 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) 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

(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 green and yellow on the Plan 1
- (e) "the Planning Permission" means the planning permission for development of the Land to be issued by the District Council and numbered 86/1745
- (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 within the Growth Area but not on the land and as detailed in the Fourth Schedule hereto
- (h) "the Changing Rooms" means the changing rooms 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 Developers and each of them 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 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 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 developers 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 developers 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 Developers 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 Developers 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

5. Rosehaugh Dacre so as to bind the land shown coloured green on the plan into whosoever hands the same shall come and in pursuance of the Statutory Provisions HEREBY COVENANTS with the County Council and the District Council and to the intent that it shall be personally bound in respect of all obligations on its part herein contained that:-

5.1 Before any dwelling constructed on the land is occupied Rosehaugh Dacre will construct an access for the proposed main spine road as envisaged in the Local Plan including any junction improvement works required to Plumstead Road East at the approximate position of the point marked "R" on Plan 2 or such other point as shall be agreed by the parties hereto 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

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

5.3 Within four years from the date hereof Rosehaugh Dacre will convey to the District Council or as the District Council may direct free of charge a site for the changing rooms containing at least 500 square

metres in area in the approximate location shown on Plan 2 by the letter "A" or in such other position as may be agreed

5.4 Before the expiry of five years from the date hereof Rosehaugh Dacre 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 1 on the plan

5.5 Before the expiry of seven years from the date hereof Rosehaugh Dacre 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 2 on the plan

5.6 Prior to the occupation of ninety per centum of the dwellings proposed to be constructed in Area T4 of the Growth Area as described in the Local Plan (which Area T4 forms part of the Land) Rosehaugh Dacre 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 the open space land designated as Areas 3 and 4 respectively

5.7 Prior to the occupation of ninety per centum of the dwellings directly served thereby Rosehaugh Dacre 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

5.8 Rosehaugh Dacre will when required so to do (and in any event within the perpetuity period) by the County Council giving reasonable

notice to Rosehaugh Dacre dedicate as a public highway all the land upon which the said access and part of the main spine road are constructed which is within Rosehaugh Dacre ownership

5.9 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 authorised 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

5.10 In completing the laying out of the open space land the Developers 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

5.11 The Agreement to convey the open space land and the site for the Changing Rooms 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 coloured green on Plan 1 within the perpetuity period and
- (2) except and reserve such easements rights and privileges as may reasonably be required by Rosehaugh Dacre 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 Rosehaugh Dacre for the benefit of the remainder of the land shown coloured green on Plan 1 and each and every part thereof not to use the open space land otherwise than for recreational purposes

6. THE District Council and the County Council hereby consent to the Developers 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 Developers an Agreement to pay to the Developers or as they may direct a sum not exceeding the total of firstly such proportion of any expenditure incurred by the Developers 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 Developers 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

7. THE District Council hereby further covenants with Rosehaugh Dacre that upon failure by the District Council to give prior notification to Rosehaugh Dacre of the name of the Parish Council or other person body or Authority ready willing and able to adopt the open space land or the site for the Changing Rooms 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 and also in such event the District Council shall accept a Conveyance of the site for the Changing Rooms at the time specified in Clause 5.3 hereof

8. 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 to substantial performance of the obligations on the part of the Developers herein at the appropriate time or times HEREBY JOINTLY AND SEVERALLY COVENANT with the Developers and with each of them to use their respective reasonable endeavours to enable the land to be developed in the manner envisaged by the Planning Permission

9. THE District Council and the County Council HEREBY JOINTLY AND SEVERALLY ACKNOWLEDGE AND CONFIRM with the Developers and with each of them 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 Developers or each of them under this Agreement shall continue notwithstanding such sales

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

11. THE expressions 'the Developers' 'Rosehaugh Dacre' 'Wilcon' '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

hereinafter referred to

The Open Space Land and Works

SPECIFICATION FOR PLAY AREAS

Area 1

One playing field consisting of two pitches to be graded rolled seeded to an appropriate standard. The remainder of this area to be grassed over and planted with suitable trees so it can be used for informal recreation

Area 2

To be grassed over and planted with suitable trees so it can be used for informal recreation.

Areas 3 and 4

To be grassed over and planted with suitable trees so that each area can be used for informal recreation

All the Land

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

Play Areas

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

Four Play areas suitable for under six year olds to be provided in the approximate locations shown on Plan 2

Play Area Suitable for Six to Fifteen year olds

An area approximately 1000 sq. m. of free draining asphalt or tarmac 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 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 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 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 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 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 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 |
| 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.

THE COMMON SEAL
BRO. AND DIST
was hereunto a
in the presence

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

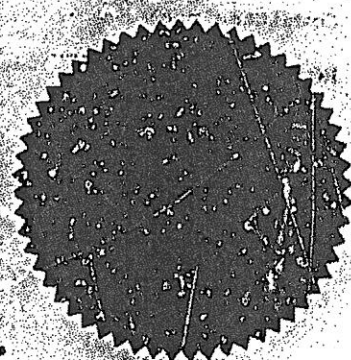
Flush pointed and two coats waterproof paint

Sanitary fittings vitreous enamel

THE COMMON SEAL
DACRE LIMITED
affixed in the

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

R N Auton
Authorised to sign on behalf
of the County Solicitor



THE COMMON SEAL
HOMES LIMITED
affixed in the

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

B.R. Crain
Chief Executive and Clerk

THE COMMON SEAL of ROSHAUGH)
DACRE LIMITED was hereunto)
affixed in the presence of:)

A.S. Shatun
Director

Peter F. Bother
Secretary

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

W. M. T. T. T.
Director

J. M. T. T. T.
Secretary

Dated 19th December 1986

B E T W E E N

NORFOLK COUNTY COUNCIL

and

BROADLAND DISTRICT COUNCIL

and

ROSEHAUGH DACRE PLC

and

WILCON HOMES LIMITED

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 0DU





PLAY AREA FOR CHILDREN UNDER 6



PLAY AREA FOR CHILDREN AGED 6 - 15

Area B

Area A

S



1:2500

REPRODUCED FROM THE OFFICIAL
SURVEY MAP WITH THE PERMISSION OF
THE CONTROLLER OF HIS MAJESTY'S
STATIONERY OFFICE. Thorpe St Andrew
BROKENHAM DISTRICT COUNCIL
LICENSE No. 24-90000

PLAN 2