

DATED

23<sup>rd</sup> May

1997

BROADLAND DISTRICT COUNCIL (1)

AND

NORFOLK COUNTY COUNCIL

PELHAM HOMES LIMITED (2)

**AGREEMENT**

Under Section 106 of the  
Town & Country Planning Act 1990

- relating to -

Broadland Park, Thorpe St Andrew  
Norwich  
Norfolk

**EVERSHEDS**  
Solicitors  
Ipswich

AN AGREEMENT made on

*Twenty third May*

1997

BETWEEN:-

(1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road  
Thorpe St Andrew Norwich Norfolk ("the Council")

(2) THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane  
Norwich NR1 2SG ("the County Council") and PELHAM HOMES LIMITED  
whose registered office is at Tubs Hill House London Road  
Sevenoaks Kent TN13 1BL ("Pelham") both of whom are together  
called "the Landowners"

#### RECITALS

1. The Council is the district planning authority for the purposes of the Act for the area within which the Site is located except for the part of the Site adjacent to the Norwich to Great Yarmouth railway line and to the west of Boundary Lane
2. The County Council is the freehold owner of the County Council's Land and Pelham are the freehold owners of the Pelham Land
3. The Landowners have submitted the Application to the Council and the Council is concerned to ensure that any development of the Site is carried out in a proper manner and that the Landowners will make appropriate arrangements in relation to the provision of bus services to serve the Development and the provision of traffic signals at the Green Lane rail bridge
4. The parties have agreed to enter into this deed with the intention that the obligations contained in this deed may be

enforced by the Council against the owner or owners for the time being of the Site or any part thereof

#### OPERATIVE CLAUSES

1. In this deed unless the context requires otherwise the following words and expressions have the respective meanings set out opposite to them:-

- |     |                             |  |
|-----|-----------------------------|--|
| 1.1 | "the Act"                   | the Town and Country Planning Act 1990   |
| 1.2 | "the Application"           | an application for outline planning permission for the carrying out of the Development made by the Landowner on 20 January 1995 and carrying the reference 95.0052   |
| 1.3 | "the Commencement Date"     | the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in Section 56(4) of the Act (but not including any operations relating to the demolition of any existing buildings or clearance of the Site) |
| 1.4 | "the County Council's Land" | the land at Postwick Norfolk being part of the land registered at H.M. Land Registry under the   |

number NK 2036 shown edged yellow  
on the Plan

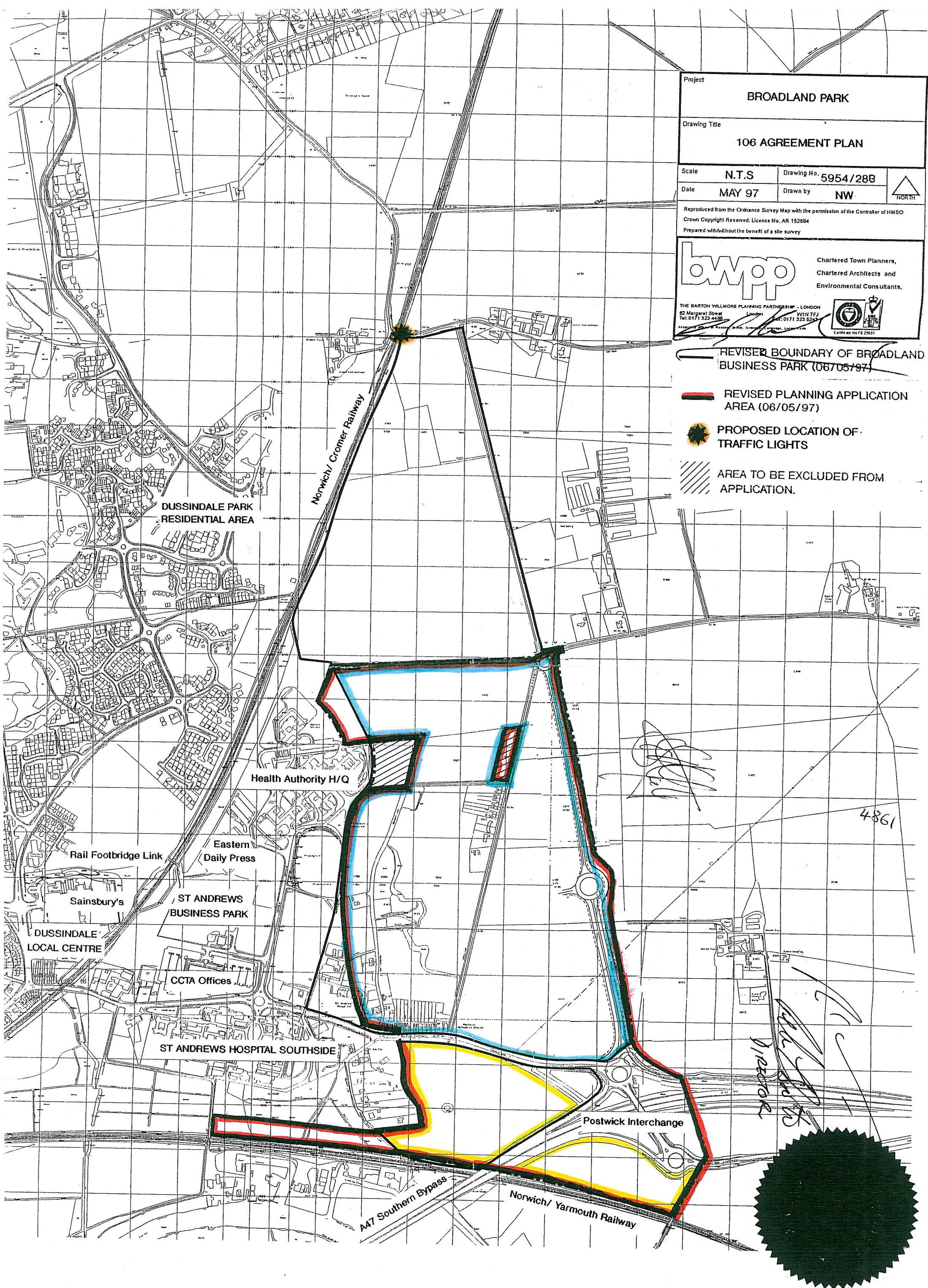
- 1.5 "the Development" a Business Park comprising use  
Classes B1 (business) B2 (general  
industrial) and B8 (storage and  
distribution) and land for park  
and ride and rail halt ancillary  
services and associated car  
parking in accordance with the  
Planning Permission
- 1.6 "the First Commuted  
Sum" The sum of £10,000
- 1.7 "the Occupation Date" the date of the commencement of  
occupation (other than in  
connection with the construction  
and management of the  
Development) of the first unit  
within the Development to be  
occupied (occupation for these  
purposes being effected whether  
or not the whole of the unit is  
occupied)
- 1.8 "the Pelham Land" the land at Thorpe St Andrew and  
Postwick with Witton in the  
County of Norfolk shown edged  
blue on the Plan
- 1.9 "the Plan" the plan attached to this  
Agreement

- 1.10 "the Planning Permission" any planning permission which may be granted in pursuance of the Application
- 1.11 "the Second Commuted Sum" the sum of £95,000
- 1.12 "the Site" the County Council's Land and the Pelham Land and highway land as comprised in the Application and included within the red edging on the Plan
- 1.13 The masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa
- 1.14 A reference to an Act of Parliament refers to the Act as it applies at the date of this Agreement and any later amendment or re-enactment of it
- 1.15 A reference to a clause or schedule is a reference to a clause or schedule contained in this Agreement
- 1.16 References to any party in this Agreement shall include the successors in title of that party

2. This Agreement is made pursuant to Section 106 of the Act and the obligations contained in this deed are planning obligations for the purposes of S106 insofar as they fall within the terms of any of paragraphs (a) - (d) of subsection 106 (1)

3. In so far as any of the covenants contained in this deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 33 of the Local







Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

4. The Council is the local planning authority by which the planning obligations contained in this deed are enforceable

5. The covenants contained in this Agreement shall only come into effect on the Commencement Date unless otherwise specifically indicated in this deed

6. Planning Permission

6.1 This Agreement is conditional on grant of Planning Permission in the form of the attached draft

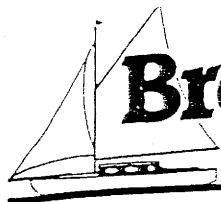
6.2. This Agreement shall cease to have effect if:-

6.2.1 the Planning Permission shall be quashed revoked or otherwise withdrawn prior to the Commencement Date or

6.2.2 the Planning Permission shall expire prior to the Commencement Date

7. The Landowners covenant with the Council to observe and perform the obligations set out in Part 1 of the Schedule in relation to the Development and the Council covenant with the Landowners to observe and perform the obligations set out in Part 2 of the Schedule

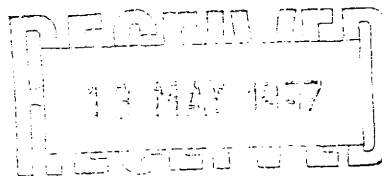
8. The covenants on the part of the Landowners contained in this Agreement shall not be enforceable against purchasers lessees mortgagees or chargees of individual plots forming part of the Development or against service supply companies in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations



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PLANNING PERMISSION



Agent Name

BARTON WILLMORE PLANNING PARTNERS  
62 MARGARET STREET  
LONDON  
WIN 7FJ

Date of Receipt

20 Jan 95

Applicant's Name

THE BROADLAND PARK CONSORTIUM

Application No.

950052

Decision Date

13 May 97

Date

13 May 97

Description and Location of Development

BUSINESS PARK COMPRISING B1, B2 AND B8 USES.  
DEMOLITION OF EXISTING BUILDINGS AND FORMATION OF  
LAKES, OPEN SPACE AND LANDSCAPED AREAS AND CAR  
PARKING, FOOTWAYS AND CYCLEWAYS, ASSOCIATED ROADS,  
SEWERS AND OTHER SERVICES, PARK AND RIDE SITE AND  
RAIL HALT.

AT:- ST ANDREWS HOSPITAL, THORPE ST ANDREW.

TOWN AND COUNTRY PLANNING ACT 1990

The Council in pursuance of powers under the above-mentioned Act permit the development referred to above.

BUSINESS PARK COMPRISING B1, B2 AND B8 USES.  
DEMOLITION OF EXISTING BUILDINGS AND FORMATION OF  
LAKES, OPEN SPACE AND LANDSCAPED AREAS AND CAR  
PARKING, FOOTWAYS AND CYCLEWAYS, ASSOCIATED ROADS,  
SEWERS AND OTHER SERVICES, PARK AND RIDE SITE AND  
RAIL HALT.

AT:- ST ANDREWS HOSPITAL, THORPE ST ANDREW.

in accordance with and subject to the following conditions:

1. Approval of the details of the siting, design and external



appearance of the site (hereinafter called the "reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

2. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 8 years from the date of this permission.

3. The development hereby permitted shall be begun either before the expiration of 10 years from the date of this permission, or before the expiration of 2 years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

4. Approval of the details of the internal road, footpath and cycleway network, the service areas, street and in-curtilage lighting, the provision for storage and removal of refuse, the manner and treatment of water courses, all surface water drains, all foul sewers, the provisions for parking, loading, unloading and manoeuvring of vehicles and all walls, fences and other means of enclosure (hereinafter together called "the further reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

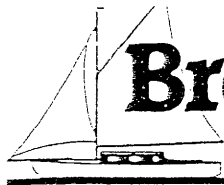
5. Plans and particulars of the reserved matters and of the further reserved matters shall be submitted in writing to the Local Planning Authority for approval and those matters shall be carried out as approved.

6. If approval is given by the Local Planning Authority of part only of the reserved matters, and the further reserved matters, the parts of the development for which all relevant reserved matters and further reserved matters have thereby been approved may be carried out notwithstanding that reserved matters or further reserved matters may not have been approved for other parts of the Development.

7. Before each building within the development hereby permitted is commenced a scheme indicating the provision to be made for disabled people to gain access to that building shall have been submitted to and approved by the Local Planning Authority. The agreed scheme for that building shall be implemented before that building is brought into use.

8. Unless otherwise agreed in writing by the Local Planning Authority development shall not be begun on Phase 2 or Phase 3 of the development until Phase 1 and Phase 2 respectively have been substantially completed unless any particular development is required which cannot be accommodated on Phase 1 or Phase 2 as the case may be. The phases are the parts of the site shown on Drawing No. SK102/00/35C attached hereto.

9. No building (with ancillary works) on the application site shall be completed until the approved surface water sewers for



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that building have been constructed or occupied until the approved foul water sewer for the building has been constructed.

10. Details of the improvements to the A47 Norwich Southern Bypass Postwick Interchange, are to be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority before the development is begun.

11. (i) No development shall be brought into use on land to which the application relates unless and until the works referred to in sub-paragraph (ii) of this condition have been completed by the Secretary of State for Transport.

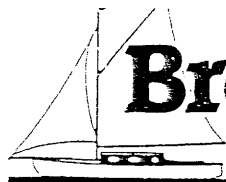
(ii) The works referred to in Condition 10 and sub-paragraph (i) of this condition consist of the improvement of the A47 Norwich Southern Bypass Postwick Interchange, comprising the enlargement of the northern roundabout, and alteration of the eastbound on-slip road as indicated on the applicants plan certified and numbered SK102/03/75 attached hereto, subject to such modifications as the Secretary of State for Transport may decide to make.

(iii) A dedicated slip road connecting the eastbound off-slip road with the A1042 shall be constructed whenever dualling of the A1042 is required under Condition 12 as indicated on the applicants plan numbered SK102/03/74/A attached hereto subject to such modifications as the Secretary of State for Transport may decide to make.

12. (i) Means of vehicular access to both (a) buildings within the part of the site hatched on plan (Ref No. P102/01/01G) shall be route 1 - (i.e. R1 - R4) and (except for land south of R4) - R5 ("the southern access") and (b) buildings within the remainder of the site (except the Park and ride site) by means of route 2 - (i.e. R1 - R2 - R3) ("the eastern access") or in either case by such other substituted or amended routes as may be agreed in writing by the Local Planning Authority. Route 1 will comprise the construction of a roundabout at R4, the dualling of the A1042 between R4 and R1, and the incorporation of a dedicated slip road connecting the A1042 with the eastbound off slip road at R1. Route 2 will comprise a new road extending northward from R1 with roundabout junctions at R2 and R3.

(ii) No building shall be occupied until means of vehicular and pedestrian access to that building have been constructed in accordance with plans approved by the Local Planning Authority.

(iii) Notwithstanding Condition 12. (i) buildings with a total floor space of up to 37160 square metres may be accessed by either the eastern access between the points R1 - R2 or the southern access as defined as Route 1 in Condition 12 (i) above but not more than such area of floor space shall be occupied until both eastern access between points R1 - R2 and the southern



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access have been substantially constructed in the case of works between R1 - R4 on the plan to wearing course standard and in every other case to the base course.

(iv) Before buildings with floor space exceeding 75000 square metres are occupied a single carriageway extension of the eastern access shall be substantially constructed to base wearing course to the point R3 on the plan and the eastern access shall be dualled between points R1 - R2.

(v) Application for approval of reserved matters in relation to onsite highways shall include proposals for the progressive closure of Green Lane as the onsite highway infrastructure is constructed.

(vi) Before any development is commenced a scheme for the closure of Piggery Lane to vehicular traffic other than cycles shall be submitted to and approved by the Local Planning Authority. Piggery Lane will be closed between points P1 and P2 on Plan No. P102/01/01G before the occupation of any new buildings on the application site.

(vii) No building shall be occupied until the junction at R1 and either the highway works R1 - R2 or the highway works R1 - R4 have been substantially constructed in accordance with the approved details in the case of works R1 - R2 to base wearing course only.

(viii) Full details of the highway works referred to in Conditions 12 (i) and 12 (iv) are to be submitted to and approved by the Local Planning Authority prior to any development that the works are required to serve is commenced.

13. All road and all footpath drainage shall be taken by way of a positive piped system and shall not be taken to soakaways.

14. The internal road layout shall provide a satisfactory route for buses to serve the business park with bus stops within 400 metres of any individual unit within the development, including bus gates/bus only roads to ensure satisfactory circulation for public service vehicles where such routes are not provided for other traffic.

15. The cycleway network shall serve the whole development and be linked westwards into the St Andrews Business Park.

16. Prior to being discharged into any watercourse or surface water, sewer or soakaway system, all surface water drainage from parking areas and hard standings shall be passed through an oil interceptor designed and constructed to have a capacity and details compatible with the site being drained. Roof water shall not pass through the interceptor.

17. Prior to any development commencing a landscape master plan

shall be submitted to and approved by the Local Planning Authority. The master plan shall indicate new structural planting together with existing landscape features and trees and the phasing of implementation. The scheme to include a landscape belt with an average width of 30 metres shall be provided along the eastern boundary of the site and in the main to the east of the new distributor road. Landscaping shall be carried out in accordance with the landscape master plan.

18. A landscape management plan including long term design objectives and maintenance schedules for all landscape areas shall be submitted to and approved by the the Local Planning Authority prior to the start of each phase of development. The schedule of maintenance shall be carried out in accordance with them.

19. Any tree or shrub which dies within 3 years of the planting of the first trees or shrubs shown in that position on the approved landscaping scheme shall be replaced to the satisfaction of the Local Planning Authority.

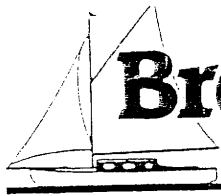
20. Prior to the commencement of any works on a particular phase of the development the existing trees that by virtue of condition 17 above, are to be retained shall be enclosed by chestnut pale fencing at least 1.2 metres high erected in accordance with the requirements specified in the attached policy note. Such fencing shall remain in place for the duration of the building work on that phase of the development and the areas enclosed shall remain free of all obstructions, building materials, machinery, equipment and excavations. Any tree within 20 metres outside the boundary of a phase of the development shall be protected as if it were within the boundary of that phase.

21. No development shall take place until fencing has been erected in a manner to be agreed with the Local Planning Authority around the burial mound to the north of the Postwick Interchange. No works shall take place within the area inside the fencing and no building materials, machinery, equipment or vehicles shall be placed therein without the prior consent of the Local Planning Authority.

22. Within the application site as shown on Drawing No. 5954/30/RevA the land developed other than for main road infrastructure and structural landscaping (as defined in Condition 17 above) the Park and Ride site, the rail halt and land for surface water drainage to the south west shall not exceed 38 hectares. Such land is referred to below as the developable area.

23. At any time no more than 40% of the developable area shall be in uses which are within Classes B2 and B8 of the Town and Country Planning Uses Classes Order 1987.





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24. No part of the application site shall be used for a purpose falling within the former Classes B3, B5, B6 and B7 of that order. A copy of Classes B3, B5, B6 and B7 is attached hereto.

25. At any time no more than 80% of the developable area shall be in uses which are within Class B1 of the Town & Country Planning Use Classes Order 1987.

26. Notwithstanding the provisions of the Town & Country Planning (General Permitted Development) Order 1995 (or any order with or without modification) there shall be no change of use of any building on the site between Classes B1, B2 and B8 of the Town & Country Planning (Use Classes) Order 1987 - if such change would breach the constraints contained in Conditions 24 and 25.

27. The developable area to the south of the A1042 highway shall be used only for offices within Class B1 of the Town & Country Planning Uses Classes Order 1987 the ratio of building floor space to plot area (excluding estate roads, structural landscaping and other ancillary structures such as electricity substations and pumping stations) shall not exceed 20% overall and shall not exceed 25% on individual plots.

29. Within the developable areas which are developed for uses within Classes B2 and B8 of the Town & Country Planning Use Classes Order 1987 the ratio of building floor space to plot area (excluding estate roads structural landscaping and other ancillary structures such as electricity substations and pumping stations) shall not exceed 30% overall and shall not exceed 35% on individual plots.

30. Prior to the commencement of each phase details of the constructors parking, location of plant and materials compounds routeing of construction vehicles and measures to prevent mud from getting onto the highway to be submitted to and agreed by the Local Planning Authority.

31. No more than 25,000 square metres of the development shall be occupied until a traffic light scheme controlling traffic under the railway bridge at Green Lane has been provided, the details of which are to be subject to the prior agreement of the Local Planning Authority.

32. Prior to the demolition of any residential properties taking place details of the method of demolition, the disposal of any arisings and the after treatment of the site shall be the demolition shall proceed in accordance with the details as

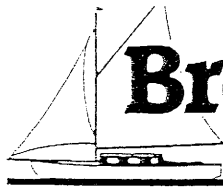
Informative.

Condition 11 (ii) is included to give flexibility in accessing the first buildings on the site. It is envisaged that separate temporary planning permission may be given for short term access

within the site to buildings in appropriate cases where either the southern access or the eastern access (but not both of them) have been constructed.

The reasons for the conditions are:-

1. Required to be imposed pursuant to Section 92 of the Town and Country Planning Act, 1990.
2. Required to be imposed pursuant to Section 92 of the Town and Country Planning Act, 1990.
3. Required to be imposed pursuant to Section 92 of the Town and Country Planning Act, 1990.
4. To ensure the satisfactory development of the site.
5. To ensure the satisfactory development of the site.
6. To ensure a satisfactory pattern of development.
7. To ensure the development is accessible to those with disabilities
8. To secure an orderly and well designed development.
9. To ensure the satisfactory development of the site.
10. To ensure that the A47 Trunk Road continues to serve its purpose as part of a national system of routes for through traffic in accordance with Section 10 of the Highways Act 1980, and to satisfy the reasonable requirements of road safety on that road.
11. To ensure that roads/footpaths/cycleways are constructed to a standard to enable them to be taken over as public repairable highways.
12. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
13. To ensure that roads/footpaths/cycleways are constructed to a standard to enable them to be taken over as public repairable highways.
14. To ensure that a sustainable public transport service can be provided to serve the development.
15. To secure an orderly and well designed development.
16. To ensure the satisfactory development of the site.
17. In the interests of visual amenity and to enhance the amenity of the locality.



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18. To ensure the proper development of the site without prejudice to the amenities of the area.
19. To ensure the proper development of the site without prejudice to the amenities of the area.
20. To ensure the proper development of the site without prejudice to the amenities of the area.
21. To protect a local archaeological site.
22. To ensure the satisfactory development of the site.
23. To ensure the satisfactory development of the site.
24. To ensure the satisfactory development of the site.
25. To ensure the satisfactory development of the site.
26. To ensure the satisfactory development of the site.
27. In the interests of visual amenity and to enhance the amenity of the locality.
28. To ensure the satisfactory development of the site.
29. To ensure the satisfactory development of the site.
30. To ensure the proper development of the site without prejudice to the amenities of the area.
31. In the interests of highway safety.
32. To ensure the proper development of the site without prejudice to the amenities of the area.

### Notes:-

1. If the above-mentioned development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice on this point can be obtained from the Building Control Department.

.....  
Director of Development  
Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU.

9. This Agreement shall be registered as a local land charge

## THE SCHEDULE

### Part 1.

#### 1. Green Lane Traffic Lights

Not more than 25,000 square metres of B.1. development within the Site pursuant to the Planning Permission shall be occupied before the installation of traffic lights in accordance with the requirements of the Highway Authority adjacent to the Green Lane rail bridge in the approximate position shown on the Plan or in such other position or positions as shall be approved by the Highways Authority

#### 2. Provision of bus services

- 2.1 The First Commuted Sum shall be paid to the Council on the Occupation Date.
- 2.2 No building within the Development shall be occupied (other than in connection with the construction and management of the Development) whether in whole or in part until the First Commuted Sum has been paid to the Council.
- 2.3 The payment in paragraph 2.1 of this Schedule shall not be due and the restriction in paragraph 2.2 of this Schedule shall not apply if at the Occupation Date a contract has been entered with Eastern Counties Omnibus Company Limited or some other bus company approved by the Council ("the Bus Company") for the provision during the



period of five years from the Occupation Date of a half hourly bus service in each direction between the Site (and circulating within it) and Norwich City Centre from 7.30 a.m. until 6.00 p.m. each day from Monday to Friday inclusive excluding public holidays using a direct route along established bus routes stopping as required by passengers at all established bus stops provided that all payments due to the bus company under the contract shall have been made on or before the Occupation Date.

2.4 If by virtue of the provision of the bus service described in paragraph 2.3 of this Schedule the First commuted Sum is not paid there shall be paid to the Council the sum of £5,904.00 forthwith upon cessation of that service earlier than five years after the Occupation Date and of further such sums on the same day of each month thereafter as the day of the month of that cessation until other than at the expense of the Council the bus service described in paragraph 2.3 of this Schedule is resumed.

2.5 For the purposes of paragraph 2.4 of this Schedule a service shall be deemed to have ceased if in any five consecutive working days twelve of the journeys described in paragraph 2.3 of this Schedule between the Site and Norwich City Centre whether in the same or different directions are not both begun and completed unless that reduction in provision is agreed by the Council in writing in advance or is the unavoidable consequence of

force majeure strikes inclement weather riot civil commotion or war.

- 2.6 The Second Commuted Sum shall be paid to the Council on the date (the "Second Occupation Date") that the amount of floor space of buildings within the Development occupied by uses within class B1 of the Town and Country Planning Use Classes Order 1987 reaches 25,000 sq.m.
- 2.7 No more than 25,000 sq.m of floor space of buildings within the Development shall be occupied for uses within class B1 of the Town and Country Planning Use Classes Order 1987 until the Second Commuted Sum has been paid to the Council.
- 2.8 The payment in paragraph 2.6 of this Schedule shall not be due and the restriction in paragraph 2.7 of this Schedule shall not apply if at the Second Occupation Date a contract has been entered with Eastern Counties Omnibus Company Limited or some other bus company approved by the Council ("the Bus Company") for the provision for the period beginning on the Second Occupation Date and ending on the later of two years after the Second Occupation Date and five years after the Occupation Date of a bus service between the Site (and circulating within it) and Hellesdon Parkway each day from Monday to Friday inclusive excluding public holidays comprising two services to the Site between the hours of 7.00 a.m. and 9.30 a.m., one service in each direction between 11.30 a.m. and 1.00 p.m. and two services to Hellesdon Parkway between 4.30 p.m. and 6.00 p.m. using a direct route

along established bus routes along the Norwich ring road or to the north thereof stopping as required by passengers at all established bus stops provided that all payments due to the Bus Company under the contract shall have been made on or before the Second Occupation Date

2.9 If by virtue of the provision of the bus service described in paragraph 2.8 of this Schedule the Second Commuted Sum is not paid there shall be paid to the Council the sum of £2741 forthwith on cessation of that service earlier than the later of two years after the Second Occupation Date and five years after the Occupation Date and of further such sums on the same day of each month thereafter as the day of the month of that cessation until other than at the expense of the Council the bus service described in paragraph 2.8 of this Schedule is resumed.

2.10 For the purposes of paragraph 2.9 of this Schedule a service shall be deemed to have ceased if in any five consecutive working days three of the journeys described in paragraph 2.8 of this Schedule between the Site and Hellesdon Park Way whether in the same or different directions are not both begun and completed unless that reduction in provision is agreed by the Council in advance or is the unavoidable consequence of force majeure strikes inclement weather riot civil commotion or war.

- 2.11 For the purposes of paragraphs 2.5 and 2.10 of this Schedule consecutive working days are days which are not Saturdays Sundays or bank holidays and which either follow each other immediately or are separated only by Saturdays Sundays or bank holidays

## Part 2

1. The Council will repay any sums paid to it under this Schedule which are not expended in providing or attempting to provide bus services between the Site and either or both of Norwich City Centre and Hellesdon Park way
2. Expenditure for the purpose of paragraph 1 of this part of the Schedule includes all costs of the Council including a proper allowance for the expenditure of the time of its officers incurred both directly and indirectly in the provision of such bus services including the preparation of accounts for the purpose of this part of this Schedule
3. Repayment due under paragraph 1 of this part of this Schedule:
  - (a) of any part of the First Commuted Sum shall be no later than five years and six months after the Occupation Date;



(b) of any part of the Second Commuted Sum shall be no later than the later of two years after the Second Occupation Date and five years after the Occupation Date and

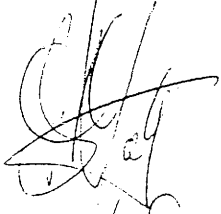
(c) of any sum paid to the Council by virtue of either paragraph 2.4 or paragraph 2.9 of part 1 of this Schedule shall be no later than six months after resumption other than at the expense of the Council of the respective bus service

4. The repayments due to the Landowners pursuant to this part of this Schedule shall carry interest at the base rate from time to time of Barclays Bank plc on the amount of the repayment from the date of payment to the Council until the date of repayment.

5. The Council will use reasonable endeavours to seek to ensure that bus services provided by the expenditure of money paid to the Council under this Schedule are provided at reasonably competitive rates making allowance where reasonably possible for fares paid by passengers.

Executed as a deed on the date specified at the commencement of this Agreement

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

  
Director of Services + Solicitor

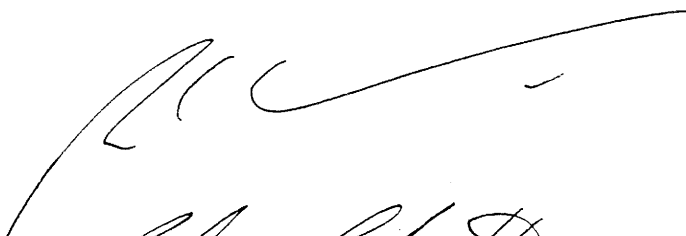
THE COMMON SEAL of NORFOLK COUNTY )  
COUNCIL was affixed in the presence of:-)



DIRECTOR OF LAW AND ADMINISTRATION.



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

  
Director.

