

**DATED** 14<sup>th</sup> September 2000

**BROADLAND DISTRICT COUNCIL**

**and**

**GRAYS OF NORWICH LIMITED**

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**AGREEMENT**

Relating to:-  
Residential Development  
Station Road  
Reedham

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Steele & Co  
2 The Norwich Business Park  
Whiting Road  
Norwich NR4 6DJ



**THIS AGREEMENT** dated ~~14 September~~ 2000 is made **BETWEEN BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk ("the Council") (1) and **GRAY'S OF NORWICH LIMITED** ("Gray's") a company registered in England with number 3398766 of Unit 1, Beech Avenue, Taverham, Norwich, Norfolk, NR8 6HW (2)

**WHEREAS:-**

1. The obligations imposed by this agreement are planning obligations pursuant to section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")
2. The Council is the local planning authority by whom these obligations are enforceable
3. Grays is the registered proprietor with absolute title of freehold land ("the Land") at Station Road Reedham Norfolk as the same is registered at HM Land Registry under Title Number NK 229006 and shown for the purpose of identification only edged red upon the plan annexed ("the Plan")
4. The Council has granted outline planning consent under reference 96.0212 for residential development on the land.
5. The Council has granted planning consent under reference 99.0004 in respect of some matters reserved for subsequent approval by the previously recited outline planning consent.
6. The Parties hereto have agreed to enter into this agreement in pursuance of Condition 13 of the previously recited outline planning consent and the Council's Planning Policy Note Number 4.

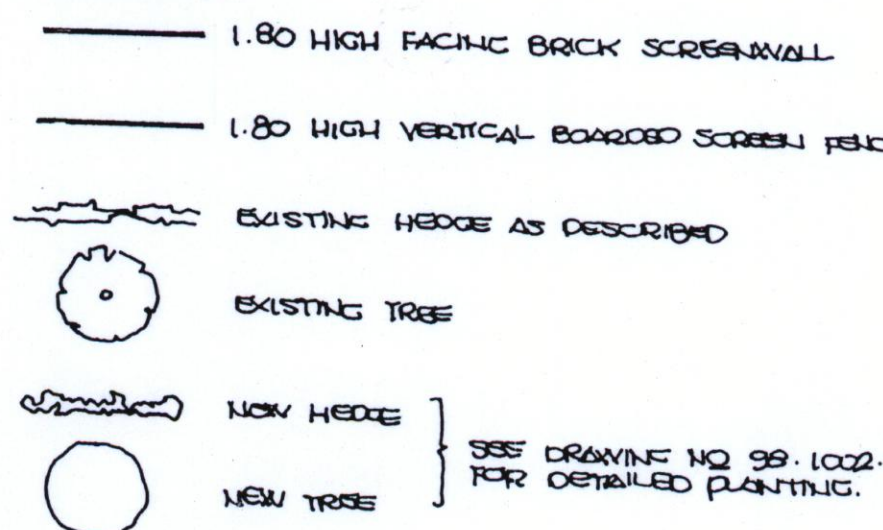
**NOW THIS DEED** is made pursuant to s106 of the 1990 Act and is a planning obligation for the purposes of that section enforceable by the Council and

**WITNESSES** as follows:-

1. The commencement of the Development by the carrying out of a material operation as defined by section 56 of the 1990 Act (but not including any operation relating to the demolition of any existing buildings or clearance of the Land) ("the Commencement Date")
2. Gray's hereby agrees declares and covenants for itself and its successors in title with the Council to carry out the obligations and responsibilities specified in the First schedule



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3. The Council hereby agrees declares and covenants with Gray's to carry out the obligations and responsibilities specified in the Second Schedule.
4. The expression "Grays" and "the Council" shall include their respective successors in title and assigns and where appropriate the plural shall include the singular and vice versa
5. No person should be liable for any breach of the covenants restrictions or obligations contained in this agreement occurring after he has parted with his interest in the Land or the part of the Land in respect of which the breach occurs Provided that the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer shall not constitute an interest for the purposes of this clause
6. This agreement is a local land charge and shall be registered as such

### **The First Schedule**

### **Obligations of Grays**

1. On the occupation of the fifteenth dwelling constructed on the land to pay to the Council a sum calculated in accordance with the provisions of this Schedule forthwith.
2. In respect of each child bed space provided in each of the fifteen dwellings the sum payable shall be the product of Two hundred and eighty five pounds ninety pence (£285.90) and a percentage equivalent to the percentage increase or reduction (if any) shown by the All Items Price Index maintained and published by the Department for National Statistics or such method of calculating inflation in retail prices as may replace such index since the 1<sup>st</sup> day of April 1999 to the last date immediately preceding such payment on which that Index is published.
3. In each dwelling any bedroom in excess of the first bedroom shall be deemed to provide a child bed space so that the number of child bed spaces in that dwelling shall be the number of bedrooms less one.
4. On completion of the final dwelling constructed on the land which shall be deemed to occur upon handover of the dwelling to Grays by the contractor who constructs the dwelling to pay to the Council a sum calculated in accordance with the provisions of Clauses 2,3 and 4 of this schedule in respect of the properties for which a payment has not been made in respect of play equipment.



**The Second Schedule**  
**Obligations of the Council**

1. To use the monies paid to it by Grays only for the purpose of providing or enhancing the provision of play facilities/recreational provision including the provision or enhancement of equipment on a play area in Reedham.
2. Any of the monies not used for that purpose by the expiry of the fifth year from the date of the payment by Gray's shall then be returned to Gray's with interest within two months of the expiry of that period of five years.
3. Interest on the money to be returned to Gray's shall be calculated at a rate equivalent to the Basic Rate of Barclays Bank plc from time to time and compounded with annual rests in respect of the period of five years from the date of that payment by Gray's only.

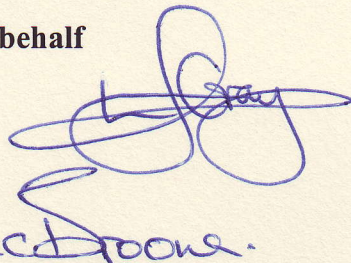
IN WITNESS whereof Gray's has executed and delivered this document as a Deed and the Council has hereunto affixed its common seal the day and year first before written

**Executed as a Deed on behalf  
of GRAYS by**

in the presence of:-

Hill House  
Hill Lane  
DRAYTON

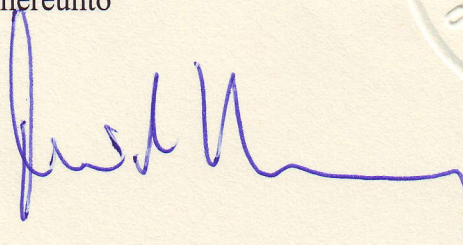
**THE COMMON SEAL of BROADLAND  
DISTRICT COUNCIL** was hereunto  
affixed in the presence of:-



MR. L. A. GRAY, Director



5162



DH. KIRBY

DIRECTOR OF PLANNING & COMMUNITY SERVICES