

DATED

28th March

2001

BROADLAND DISTRICT COUNCIL

- AND -

J.S. HAY LIMITED

- AND -

WHERRY HOUSING ASSOCIATION LIMITED

AGREEMENT

Made pursuant to Section 106 of the Town and Country Planning Act (as amended) 1990 and any other enabling power relating to the development of land at Station Drive Reedham

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

THIS AGREEMENT is made the 28th day of March Two thousand and one
BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road
Thorpe St Andrew Norwich in the County of Norfolk (hereinafter called “The
Council”) of the first part and J.S.HAY LIMITED of Chapel Road Lingwood
Norwich Norfolk NR13 4NY (hereinafter called “Hay”) of the second part and
WHERRY HOUSING ASSOCIATION LIMITED of Anglia House 6 Central
Avenue St. Andrews Business Park Thorpe St. Andrew Norfolk NR7 0HR
(hereinafter called “ Wherry”)] of the third part

RECITALS

(A) (1) In this Agreement unless the context otherwise requires the following
words shall have the following meanings:-

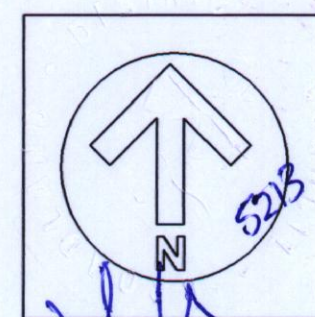
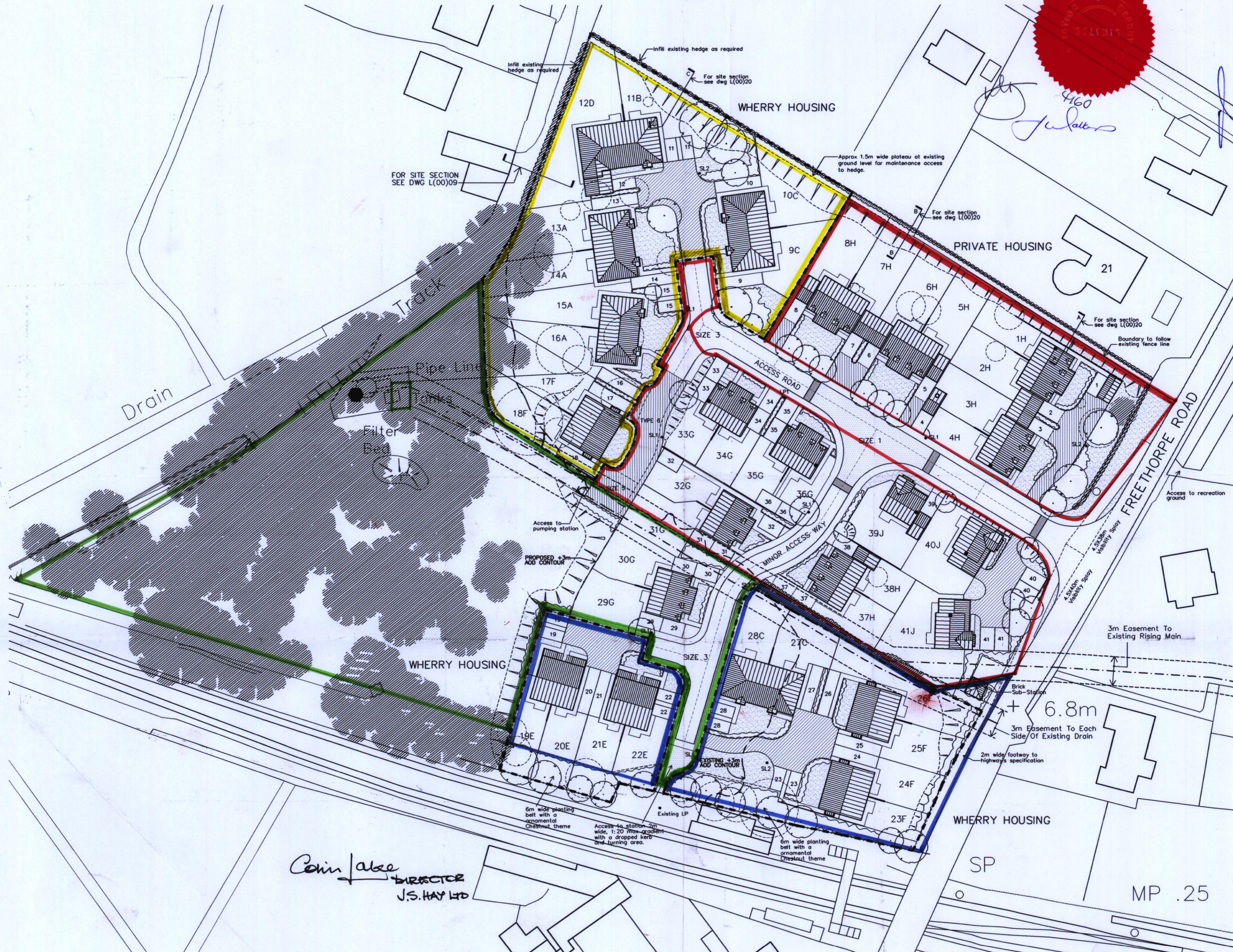
“Application” means the application for planning permission to
develop the Land and dated 19th April 2000
submitted to the Council in accordance with the
application plans and other materials deposited
with the Council and bearing reference no
00.0499

“The Affordable Housing Land” The Blue Land and the Yellow Land

“The Blue Land” The land shown edged blue on the Plan

“The Commencement Date” The date contemplated by Clause 1.12

“Development” means the development permitted by the
Permission



Notes:

| SITE AREA | |
|-----------------|----------------|
| Wherry Housing | - 0.673 |
| Private Housing | - 0.607 |
| Adopted Rd | - 0.174 |
| TOTAL | 1.454Ha |

SOCIAL

| | | |
|--------------|-------|-------------|
| Type A | 1B/2P | 4no |
| Type B | 2B/3P | 1no |
| Type C | 2B/4P | 4no |
| Type D | 3B/5P | 1no |
| Type E | 2B/4P | 4no |
| Type F | 3B/5P | 6no |
| TOTAL | | 20no |

PRIVATE

| | | |
|--------------|-------|-------------|
| Type G | 2B/3P | 8no |
| Type H | 3B/4P | 10no |
| Type J | 3B/5P | 3no |
| TOTAL | | 21no |

- Purchaser's optional garages
- Existing Trees (To be retained)
- New trees (Illustrative only)
- Trees to be removed
- SL1 • 5m high post-top fitting (adopted).
- SL2 • Vandal resistant bollard lighting.
- Chimneys

Revisions :

| Letter | Date | Item |
|--------|----------|--|
| F | 11.05.00 | Sub-station/lamp posts added. |
| G | 08.06.00 | LAP/Visibility Splay revised |
| H | 22.06.00 | Access to station/parking bays 4.0-4.1 revised |
| J | 19.07.00 | Revised to Planner's Comments |
| K | 25.07.00 | Revised to Planner's Comments |
| L | 23.08.00 | Revised to Planner's Comments |
| M | 09.08.00 | Tree Officers Revisions |
| N | 21.08.00 | Revised to Highway's Comments |
| P | 13.09.00 | Revised to Planner's Comments |

HAY
Chapel Road, Lingwood, Norwich NR13 4NY
Tel: (01603) 712302 Fax: (01603) 714266
e-mail: hay@j.s.hay.co.uk
J.S. HAY LTD
BUILDING CONTRACTOR

JON BOON
chartered architect riba
5 The Old Church Tel: 01603 666847
St Matthews Road Fax: 01603 629798
Norwich email@jonboon.co.uk
NR1 1SP www.jonboon.co.uk

Project: **STATION ROAD REEDHAM NORFOLK**
Drawing: **SITE PLAN Development Layout**
Job Block Element No Rev
301 L (00) 02 P
scale: 1:500 date: 07.02.00

| | |
|-----------------------|--|
| “Director” | means the Council’s Director of Planning and Community Services or other officers of the Council acting under his hand |
| “The Green Land” | The land shown edged green on the Plan |
| “Inflation Provision” | means the increase (if any) in the Retail Prices Index between the date of this Agreement and the date upon which a payment of money is made play equipment provided or a bond is entered into in accordance with the requirements of the provisions of this Agreement |
| “The Land” | The Blue Land The Green Land The Red Land and The Yellow Land |
| “Permission” | means the detailed planning permission granted pursuant to the Application together with any renewal or modification thereof |
| “The Plan” | The Plan annexed to this Agreement |
| “The Red Land” | The Land shown edged red on the Plan |

“The Yellow Land”

The Land shown edged yellow on the Plan

“1990 Act”

means the Town and Country Planning Act
1990 (as amended)

(2) In this Agreement unless the context otherwise requires:

- (i) words importing the masculine gender shall where appropriate include the feminine gender and the neuter gender or vice versa as the case may be and words importing the singular number shall where appropriate include the plural number and vice versa
- (ii) “party” or “parties” means a party or parties to this Agreement
- (iii) references to any party shall include the successors in title and assigns of that party
- (iv) where a party includes more than one person any obligations of that party shall be joint and several
- (v) headings in this Agreement shall not form part of or affect its construction
- (vi) references to clauses and schedule are references to clauses in and schedules to this Agreement
- (vii) where a party or any officer or employee is required to give its consent approval or agreement in any specific provision in this Agreement such approval or agreement shall not be unreasonably withheld or delayed
- (viii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at

any time amended and where such Act, Section, Regulation or Statutory Instrument has been replaced, consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument

- (B) The Council is a Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated
- (C) Wherry own the freehold interest in the Yellow Land
- (D) Wherry own the freehold interest in the Red Land and have agreed to sell the Red Land to Hay
- (E) The Council owns the freehold interest in the Blue Land and have agreed to sell the Blue Land to Wherry
- (F) The Council owns the freehold interest in the Green Land and has agreed to sell the Green Land to Hay
- (G) Having regard to the Development Plan and other material considerations the Council consider it expedient in the interests of the proper planning of their area that provision should be made for regulating or facilitating the Development of the Land in the manner

hereinafter appearing and the Council is satisfied the Permission can only be granted subject to and upon completion of this Agreement

NOW THIS DEED WITNESSETH as follows:-

- 1.1 This Agreement and the covenants that appear hereinafter are made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and any other enabling power
- 1.2 The covenants that appear hereinafter are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council
- 1.3 This Agreement is a Deed and may be modified or discharged in part or in total at any time after the date of this Agreement by agreement between the parties in the form of a Deed
- 1.4 This Agreement is a local land charge and upon completion shall be registered by the District Council as such
- 1.5 No waiver (whether express or implied) by the Council of any breach or default by any of the Parties in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereto
- 1.6 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement

1.7 This Agreement shall be governed by the laws of England

1.8 No party shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after that party has parted with its interest in the Land or the part of the Land in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting of any party's interest in the Land or any part thereof in respect of which any such breach has taken place

1.10 This Agreement shall cease to have effect if either:-

1.10.1 the Permission is quashed revoked or otherwise withdrawn or modified in a material particular; or

1.10.2 planning permission on the Land is granted subsequently and implemented for proposals incompatible with the Development

1.11 NOTICES

1.11.1 Any notices or other written communication to be served or given by one party upon or to any other party under the terms of this Agreement shall be deemed to have been validly served or given if received by facsimile, delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing provided that the notice or other written communication is addressed and delivered or sent by facsimile or by recorded delivery post to the address of the party concerned as nominated in sub-clause

1.11.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council

The Director of Planning and Community Services

Thorpe Lodge Yarmouth Road Thorpe St Andrew

Norwich

Wherry

Anglia House 6 Central Avenue St. Andrews Business Park

Thorpe St. Andrew Norfolk NR7 0HR

Hay

Chapel Road Lingwood Norwich Norfolk NR13 4NY

1.11.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer

1.12 The covenants on the part of Wherry and Hay contained in this agreement shall not come into effect until the date upon which the Development shall be commenced by the carrying out on the Land of a material operation as specified in Section 50 (4) of the 1990 Act but not including any operation relating to the demolition of existing buildings or clearance of the Land (unless otherwise specifically indicated in this agreement)

1.13 The obligations on the part of Hay contained in this agreement shall not become enforceable until the Red Land and the Green Land becomes vested in Hay and the obligations on the part of Wherry shall not become enforceable until the Blue

Land becomes vested in Wherry.

1.14 The covenants on the part of Wherry and Hay contained in this agreement shall not be enforceable against statutory undertakers in relation to any part of the Land acquired by them for electricity substations gas stations pumping stations or similar service installations

1.15 The provisions of this agreement will not be binding against a mortgagee or chargee in possession of the Affordable Housing Land exercising a power of sale in respect of a default by the then owner of the Affordable Housing Land or against any person deriving title from such mortgagee or chargee PROVIDED THAT the mortgagee or chargee has:

1.15.1 Previously given notice to the Council of its intention to dispose of the Affordable Housing Land ("the Sale Notice")

1.15.2 For a continuous period of 2 calendar months ("the RSL Period") from the date of the Sale Notice has offered to sell the Affordable Housing Land to a Registered Social Landlord

1.15.3 Provided that no Registered Social Landlord has completed the purchase of the Affordable Housing Land during the RSL Period has offered to sell the Property to the Council for a continuous period of 1 month immediately following the RSL Period

2. GENERAL

2.1 Hay and Wherry HEREBY FURTHER AGREE that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of the Agreement are hereby waived

2.2 All works and activities to be carried out under the terms of this Agreement(including for the avoidance of doubt such works as are of a preparatory ancillary or of a maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of Hay and Wherry and at no cost to the Council

2.3 All consideration given and payments made in accordance with the provisions of this Agreement shall be exclusive of any VAT properly payable in respect thereof and in the event of VAT becoming chargeable at any time in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT had not presently been charged in respect of that supply the person making the supply shall raise a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

3. ARBITRATION

3.1 Any dispute or difference arising between the parties as a result of this Agreement shall be referred to the arbitration or a single arbitrator to be agreed upon between the parties, or failing agreement within fourteen days after any of the parties has given to the other parties a written request requiring the appointment of an Arbitrator, to a person to be appointed at the request of any of the parties by the President of The Institution of Civil Engineers for the time being

3.2 Any reference to arbitration shall be undertaken in accordance with and subject to the provisions of the Arbitration Act 1996 save as follows:-

- (a) the seat of the arbitration shall be at the Council's offices in Norwich
- (b) where appropriate the Arbitrator may consolidate arbitral proceedings;

(c) with the parties agreement the Arbitrator may appoint experts or legal advisers

3.3 Any of the parties mentioned in clause 3.1 concerned in any such dispute or difference arising from this Agreement wishing to refer any such dispute or difference to arbitration shall notify the other parties in writing of such intention without delay

3.4 The Arbitrator shall act as a referee and not as an expert except in any case where the parties to a dispute or difference agree on the Arbitrator when such parties may also agree that such Arbitrator shall act as an expert

3.5 Subject to Sections 67, 68 and 69 of the Arbitration Act 1996, the parties agree to be bound by the decision of the Arbitrator

4. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act.

5. COVENANTS

Hay

5.1 Hay hereby covenants and undertakes with the Council so as to bind the Red Land and the Green Land and each and every part thereof to carry out and comply with the obligations set out in Clauses 6.2 and 7.1.1 of this Agreement

Wherry

5.2 Wherry hereby covenants and undertakes with the Council so as to bind the Yellow Land and the Blue Land and each and every part thereof to carry out and comply with the obligations set out in Clauses 6.1 and 7.1.2 of this Agreement

The Obligations

6. AFFORDABLE HOUSING

- 6.1 Not to use the Affordable Housing Land for any purpose other than affordable housing which shall be taken to mean housing of a type which (having regard to its rent or other consideration) is suitable for occupation by people who are in need of such housing because of their limited means
- 6.2 Not to permit the occupation of more than nineteen (19) houses on the Red Land and the Green Land until such time as the affordable housing units have been constructed and occupied

7. OPEN SPACE AND PLAY EQUIPMENT

- 7.1 Prior to the commencement of any development on the Land (but not including any operation relating to the demolition of any existing buildings or clearance works)
- 7.1.1 on the Red Land Wherry shall pay to the Council the Play Equipment sum of Seven Thousand Three Hundred and Eighty Three Pounds and Ninety Two Pence (£ 7 383.92) as increased by the Inflation Provision
- 7.1.2 on the Blue Land and the Yellow Land Wherry shall pay to the Council the Play Equipment sum of Seven Thousand Three Hundred and Eighty Three pounds and Ninety Two Pence (£7 383.92) as increased by the Inflation Provision to satisfy the Council's current policy for recreational play equipment

THE COUNCIL'S OBLIGATIONS

JON BOON CHARTERED
ARCHITECT
5 THE OLD CHURCH
ST MATTHEWS ROAD
NORWICH
NR1 1SP

Application Number:

000499

Date of Decision: 19 JAN 2001

Description: 1. DEMOLITION OF 16 HOUSES 2. ERECTION OF 31 HOUSES AND 10 BUNGALOWS WITH ACCESS ROAD AND ASSOCIATED EXTERNAL WORKS

Location: STATION DRIVE, REEDHAM.

Applicant: J S HAY LTD

Town and Country Planning Act 1990

The Council in pursuance of powers under this Act GRANTS PLANNING PERMISSION for the development referred to above, in accordance with the submitted plans and application forms, and subject to the following conditions.

1. The development hereby permitted shall be begun before the expiration of 5 years from the decision date of this permission.
2. The development hereby permitted shall not be carried out otherwise than in accordance with the following drawing numbers:
 - 301 L (00) 00 (Location Plan) received 12 June 2000;
 - 301 L (00) 01 Rev A (Site as existing) received 19 April 2000;
 - 301 L (00) 02 Rev P (Development layout) received 13 September 2000;
 - 301 L (00) 03 Rev G (Finishes and Enclosures) received 18 September 2000;
 - 301 L (00) 06 Rev G (Site plan levels) received 13 September 2000;
 - 301 L (00) 08 Rev E (Cut and Fill Sections) received 13 September 2000;
 - 301 L (00) 11 Rev B (House Type A) received 19 April 2000;

- 301 L (00) 12 Rev C (House Type B) received 20 July 2000;
- 301 L (00) 13 Rev B (House Type C) received 19 April 2000;
- 301 L (00) 14 Rev C (House Type D) received 20 July 2000;
- 301 L (00) 15 Rev C (House Type E) received 20 July 2000;
- 301 L (00) 16 Rev C (House Type F) received 20 July 2000;
- 301 L (00) 17 Rev B (House Type G) received 19 April 2000;
- 301 L (00) 18 Rev C (House Type H) received 19 April 2000;
- 301 L (00) 19 Rev D (House type J) received 20 July 2000;
- 301 L (00) 20 Rev B (Boundary Sections) received 18 September 2000.

3. No dwellings shall be occupied until such time as a road and footway have been constructed from the dwelling to the adjoining county road to a standard to be agreed in writing with the Local Planning Authority.

4. Before any development takes place an 'off site' surface water drainage system shall be constructed to the specification and satisfaction of the Local Planning Authority from the site to a watercourse in the 'blue land' as indicated on drawing No. 301 L (00) 00 Location Plan.

5. No work shall commence on site until such time as detailed plans of roads, footways, foul and 'on site' surface water drainage have been submitted to and approved by the Local Planning Authority.

6. No work shall be carried out on roads, footways, foul and surface water sewers otherwise than in accordance with the specifications of the Local Planning Authority.

7. No works including demolition shall commence on site until such time as a Method of Works Statement has been submitted with respect to the following and agreed with the Local Planning Authority and the works shall be carried out as agreed:

- (a) Demolition of existing buildings and removal of resulting material.
- (b) Contractors parking and storage arrangements during construction of the replacement dwellings.
- (c) Details of the 'cut and fill' operation including the material comprising the 'fill'.

8. Full details of all external materials to be used in the development shall be submitted to and approved in writing by the Local Planning Authority before the development is commenced.

9. No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of landscaping which shall include indications of all existing trees and hedgerows on the land and details of any to be retained together with measures for their protection in the course of development and arrangements to be made for the permanent maintenance of the landscaped areas.
10. The landscaping scheme, including surfacing and boundary treatments as submitted and approved shall be carried out in so far as it affects individual plots before the dwellings on those plots are first occupied unless otherwise agreed in writing by the Local Planning Authority.
11. Any tree or shrub which dies within five years of the planting of the first tree or shrub shown in that position on the approved landscaping scheme shall be replaced to the satisfaction of the Local Planning Authority.
12. Prior to the commencement of the development or the placing of huts, plant or machinery on the site the existing trees shall be enclosed by chestnut pale fencing at least 1.5 metres high erected in accordance with the requirements specified in the attached policy note No.3. Such fencing shall remain in place for the duration of the building works and the areas enclosed shall remain free of all obstructions, building materials, machinery, equipment and excavations.
13. Prior to development commencing details shall be submitted and approved by the Local Planning Authority in respect of finished levels in relation to existing levels and the slab level of each dwelling.
14. The timing for provision of the access link to the Railway Platform as shown on the approved plans shall be agreed in writing with the Local Planning Authority and shall be carried out as agreed.
15. No trees, shrubs or hedges within the site which are shown as being retained shall be felled, uprooted, wilfully damaged or destroyed, cut back in any way or removed without previous written consent of the Local Planning Authority.
16. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any Order revoking or re-enacting that Order, there shall be no windows in the first floor side (north east) elevation of house on Plot 1 without the prior written consent of the Local Planning Authority.
17. Prior to the commencement of any development a scheme for the provision and implementation of a surface water regulation scheme designed to alleviate the sites discharge to pre-developed green field run off sites for all storm events up to and including the 1 in 100 year return period, shall be submitted. This system will be required to store the excess flows retained by the attenuating device on site and an adequate maintenance regime for the storage facility and attenuating device shall be submitted as part of these details. The system as approved shall be provided in conjunction with and prior to surface water first being discharged from the development.
18. Prior to the commencement of the development details of the periphery boundary treatments including details of the gradients of cut and fill and distances to the site boundary including the height of proposed boundary enclosures/treatments or retaining wall, if proved necessary, shall be submitted to and agreed with the Local Planning Authority, carried out in conjunction with the development and thereafter retained in its approved form.

19. Construction work shall not begin until a scheme for protecting the proposed development from noise from the railway has been submitted and approved by the Local Planning Authority; all works which form part of the scheme shall be completed before any part of the development to which the scheme relates is first occupied. The scheme shall ensure that the noise level emitted from the railway when measured internally, with doors and windows shut, does not exceed 35dB LAeq (5 minutes).

20. No development (including demolition of the existing houses or removal of any trees within the application site) shall be commenced until a survey of the site including any buildings thereon, has been undertaken by a suitably qualified person or persons to ascertain whether protected species* (*as defined in the Wildlife & Countryside Act 1981 and the Conservation (Natural Habitats, & c.) Regulations 1994) use the site. The survey and its results shall be made available to the Local Planning Authority and dependent upon these a scheme of mitigation measures concerning the protected species on the site shall be submitted to the Local Planning Authority in conjunction with English Nature. The scheme of mitigation measures shall include a timetable for their implementation in relation to the permitted development.

21. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 or any Order revoking or re-enacting that Order no development permitted by Classes A, D, E, F or G of Part 1 of Schedule 2 of the Order shall be carried out, nor finished gradients altered, within the embankment to be formed on the north eastern boundary of Plots 1, 5, 6, 7, 8, 10 and 11 as shown on drawing Nos. 301 L (00) 02 Rev P and 301 L (00) 20 Rev B without the prior written approval of the Local Planning Authority.

The reasons for the conditions are:-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act, 1990.
2. To ensure the permission relates to the correct documents.
3. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
4. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
5. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
6. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
7. To ensure the satisfactory development of the site.
8. To ensure the satisfactory appearance of the development.
9. In the interests of visual amenity and to ensure compensatory planting for those trees removed.
10. To ensure the proper development of the site without prejudice to the amenities of the area.

11. To ensure the proper development of the site without prejudice to the amenities of the area.
12. To maintain as far as possible the appearance of the site and the retention of its natural features.
13. To ensure the proper development of the site without prejudice to the amenities of the area.
14. To ensure the access link is provided at an appropriate time.
15. To maintain as far as possible the appearance of the site and the retention of its natural features.
16. To prevent overlooking to the detriment of the amenities of the adjacent properties.
17. To prevent the increased risk of flooding in the receiving watercourse to the detriment of the local environment.
18. To ensure the proper development of the site without prejudice to the amenities of the area.
19. To protect the amenities of future occupiers in respect of railway noise in the locality.
20. To ensure that the permitted development has no adverse effects on the presence of protected species.
21. In accordance with article 4(1) of the Town and Country Planning (General Permitted Development) Order 1995, the condition is imposed to enable the Local Planning Authority to protect the stability of the embankment and the adjacent residential properties.

INFORMATIVE

1. Whilst the application site lies partly outside of the Development Boundary of Reedham and given the overall scale of development the proposal is contrary to the adopted Broadland District Local Plan, the Council considers that the opportunity to redevelop the existing brown-field site and bring into use adjoining land thereby achieving a net gain in affordable housing provision and a step free link to the Lowestoft bound railway platform represented significant material consideration and it is considered that permission should be issued subject to a legal agreement.

2. In consultation with Railtrack and the Highway Authority, the developer is requested to provide signage at the entrance to the development advising of the footway link to the railway station.

3. The developers attention is drawn to the following advisory comments of the Environment Agency:-

Any culverting or works affecting the flow of a water course requires the prior written consent of the Environment Agency under the terms of the Land Drainage Act 1991/Water/Resources Act 1991. The Environment Agency seeks to avoid culverting, and its consent for such works will not normally be granted except as a means of access.

Only clean, uncontaminated surface water should be discharged to any soakaway, water course or surface water sewer.

4. The developer is advised to contact the Limpenhoe and Reedham Internal Drainage Board regarding surface water drainage and the need to require a specific land drainage consent pursuant to the Boards byelaws.
5. The developer is advised to liaise with Railtrack regarding making the footpath connection with the Lowestoft bound platform and attention is drawn to Railtrack Guidance Book of Practice in relation to development proposals adjacent to the Non-Electrified Railway owned by Railtrack East Anglia.
6. The developer is advised that in designing the construction of the dwellings, regard should be had to possible vibration from the railway line.
7. The developer is hereby advised that they must conform with any statutory species protection provisions affecting the application site. If protected species use the application site, it will be necessary for the developer to apply for a licence from the Department of the Environment, Transport and the Regions (DETR) and to submit proposals to ensure that the permitted development has no adverse effects on protected species. The licencing of development which involves protected species is administered by DETR, European Wildlife Division (EWD) at Room 902/A, Tollgate House, Houlton Street, Bristol, BS2 9DJ (telephone 0117 987 8291).

NOTES

1. If this 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 Section of the Planning and Community Services Directorate.

Signed

P. C. KIRBY

Director of Planning & Community Services

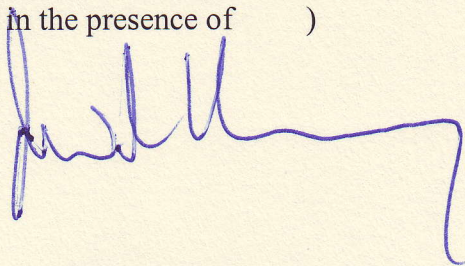
Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU

8.1. The Council undertakes with Hay and Wherry that the Play Equipment sum shall be applied for the provision of new recreational play facilities or the improvement of existing facilities in the Parish of Reedham

8.2. The Council hereby covenants with Hay and Wherry to make repayment to them of the Play Equipment sum required to be paid in accordance with Clause 7 hereof together with interest at the rate of the Base Lending Rate from time to time of Barclays Bank PLC if it has failed to have committed the sum paid (by way of a contract to provide facilities or by the expenditure of the moneys) to provide new play facilities or improve the existing facilities in the Parish of Reedham within five years of the date of receipt of the sum

IN WITNESS whereof this Agreement has been executed and delivered as a Deed on the date first written above

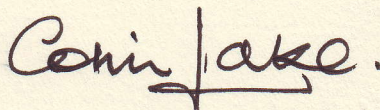
THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed in the presence of)



THE COMMON SEAL of JS HAY)
LIMITED was hereunto affixed in)
the presence of)



Director



Secretary



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

Julian
[Signature]

