

File 401/16/1

DATED

27th

July

1989

BROADLAND DISTRICT COUNCIL

AND

VANSON DEVELOPMENTS LIMITED

A G R E E M E N T

RE: Land at Horsford Norfolk

THIS AGREEMENT is made the

27th

day of

July

1989

BETWEEN (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich NR7 0DU ("the District Council") and (2) VANSON DEVELOPMENTS LIMITED whose registered office is at 120 Campden Hill Road London W8 ("the Developer")

WHEREAS

(1) The Developer has an interest in fee simple in possession or in equity in the parcels of land in Areas 1, 2 and 3, (as hereinafter defined) and intends to develop the same in accordance with planning permission first had and obtained

(2) 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

(3) Under and by virtue of the provisions of:-

(a) Section 52 of the Town and Country Planning Act 1971

(b) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

(c) Section 111 of the Local Government Act 1972

("the Statutory Provisions") the District Council is empowered to enter into agreements for various purposes in connection with the development of the site 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 as follows:-

1. In this Agreement the following expressions shall have the meanings ascribed to them:-

1.1 "the Plan" means the plan annexed to this Agreement

1.2 "Area 1" means the parcel of land hatched in orange on the plan

1.3 "Area 2" means the parcel of land hatched in blue on the plan

1.4 "Area 3" means the parcel of land hatched in yellow on the plan

- 1.5 "the Development Area" means the land edged in red on the plan
- 1.6 "the Planning Permission" means the planning permission for the Development Area to be issued by the District Council under reference number 88/2420
- 1.7 "the Southern Access" means the access point of the main spine road for the Development Area to the B1149 Holt Road at or about the point marked X on the plan
- 1.8 "the Northern Access" means the access point of the main spine road for the Development Area to the B1149 Holt Road at or about the point marked Y on the plan
- 1.9 "the Spine Road" means the main spine road of the Development Area linking the Northern Access and the Southern Access (but not so that the spine road shall be in the position shown on the plan which shall be treated as diagrammatic only)
- 1.10 "the Industrial Area" means the area to the south of the Beck and edged and hatched black on the plan
- 1.11 "the beck" means the beck or stream commonly known as Spixworth Beck forming the southern boundary of the Development Area and coloured purple on the plan
- 1.12 "the pond" means the pond in Area 1 and identified on the plan
- 1.13 "the Greenlink" means the footpath and cycleway network and the associated landscaping which is to be constructed throughout the Development Area

The Greenlink shall have the following broad specifications:-

- 1.13.1 Between the points marked B and C on the plan the average width shall be 17 metres (which shall include the beck and the 9 metre wide maintenance strip referred to in Section B1 of the Schedule hereto)
- 1.13.2 Between the points marked A and B on the plan the average width shall be 15 metres

1.13.3 Between the points marked A and A1 on the plan no widening of the existing natural screening shall take place but where necessary and by agreement the existing screen shall be intensified by additional planting

2. This Agreement is made in pursuance of the Statutory Provisions and in consideration of the various covenants and obligations contained in it

3. This Agreement shall not take effect unless and until the Planning Permission has been granted

4. The Developer so as to bind the Development Area into whosoever hands the same may come and in pursuance of the Statutory Provisions **HEREBY COVENANTS** with the District Council and to the intent that it shall be personally bound in respect of all its obligations herein contained to develop the Development Area in the following manner

5.1 The Developer shall carry out or cause to be carried out a topographical land survey of the Development Area such survey to include (but not so that the same shall be exhaustive) proposals for landscape features and trees, and to be carried out to a specification broadly in accordance with the Department of Transport Departmental Standard HD11/84 "Specification for Topographical Survey Contracts"

Such survey shall be submitted to the District Council prior to the granting of the Planning Permission

5.2 The Developer shall further carry out or cause to be carried out an investigation into ground conditions of the Development Area in accordance with the British Standard Code of Practice BS. 5930:1981 entitled "Site Investigations" and shall submit the results of such investigation to the District Council prior to the granting of the Planning Permission

6. The Developer shall make proposals and shall carry out certain works in respect of the Development Area at agreed times such proposals, obligations to carry out works and timing being set out in detail in the Schedule hereto

7. The land edged green on the plan shall not be used for any purpose other than agriculture or a purpose falling within Use Classes B1 B2 and B8 of the Classes of Uses specified in the Schedule of The Town and Country Planning (Use Classes) Order 1987 and the Developer shall use its best endeavours to ensure that the whole of such land is used for a purpose falling within one of those Use Classes within five years of the date hereof and shall provide vehicular and pedestrian access to and service media to such land from the Spine Road through the Development Area

8. The District Council **HEREBY ACKNOWLEDGES AND CONFIRMS** with the Developer 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 Development Area pursuant to the Planning Permission and the liability of the Developer under this Agreement shall continue notwithstanding such sales

9. The District Council insofar as it lawfully may and without in any way fettering the future use of its statutory or other powers and subject to substantial performance of the Developers obligations herein contained at the appropriate time or times **HEREBY COVENANTS** with the Developer to use its reasonable endeavours to enable the Development Area to be developed in the manner envisaged by the Planning Permission

10. All disputes and 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 touching or concerning this Agreement or its construction or effect or as to the rights duties and liabilities of the parties hereto 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 Acts 1950 and 1979 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 or 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 Developer" 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 SCHEDULE before referred to

| <u>Timing</u> | <u>Developers Obligations</u> |
|--|---|
| A. Prior to any development taking place on the Development Area | A. The Developer shall submit for the approval of the District Council proposals for:- A1 A detailed landscape scheme and specification (at 1:200 scale) for the greenlink between points marked A and B on the plan including details of any service media to be laid or constructed in the Greenlink |

- A2 A detailed landscape scheme and specification (at 1:200 scale) for the greenlink between points marked B and C on the plan, including the provision of a 9m maintenance strip to the northern bank of the Beck
- A3 A detailed landscape scheme (at 1:200 scale) associated with the northern and southern access including the frontages to the B1149 Holt Road
- A4 Treatment of the pond and a structural landscape scheme associated with this
- A5 The construction and provision of three 200sq.m children's informal play areas (one within each phased area) each play area to include one bench and one or two features suitable for informal play such as logs, blocks of wood or pipes located on an area of sand or woodchip, the remainder of the play area being grassed with suitable tree and shrub planting to enclose the play area
- A6 The provision of routes of cycleways and footpaths (not associated with vehicular routes) within the Development Area and details of their construction
- A7 Any necessary drainage or regrading works to the Beck
- A8 All main structural drainage which is not to be laid in any proposed road

A9 The means of protecting the greenlink during the development of each of the Areas 1 2 and 3 (Any necessary access to these areas or crossing points to be agreed in writing with the Local Authority)

B. Prior to the occupation of any dwelling to be built on the Development Area

B. The Developer shall carry out or cause to be carried out the following works:-

B1 Such improvements to the Beck as may be required by the appropriate authority including the provision of a 9 metre wide maintenance strip on the northern bank of the Beck within the Development Area (but excluding any landscaping works) together with arrangements for the future maintenance of such strip (including if required by the appropriate authority the transfer to it of the legal estate in such strip)

B2 Such improvements to the B1149 Holt Road and the construction of the southern access as may be required by the Highway Authority and to be specified in more detail (as to physical works and timing) in an Agreement to be entered into between the Highway Authority and the Developer under the provisions of Section 278 of the Highway Act 1980

B3 The approved landscaping works to the southern access

B4 The commencement of the approved landscaping works to the greenlink between points A-B and B-C as shown on the attached plan.

C. Prior to the occupation of any dwelling to be built on Area 1

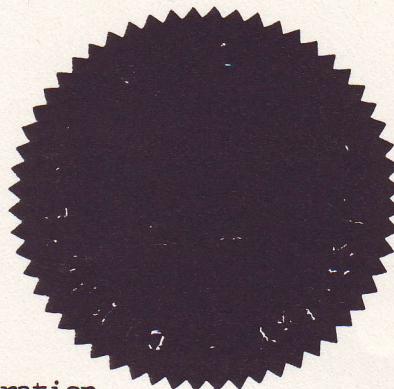
C1. The Developer shall construct the northern access to the requirements of the Highway Authority at the point marked Y on the plan

- C2. The Developer shall carry out or cause to be carried out the approved landscaping works to the northern access
- C3. The Developer shall carry out or cause to be carried out such improvements to the pond as may be necessary to comply with the proposals to be approved under the provisions of Section A4 of this Schedule
- D. Prior to the occupation of any dwellings to be built on Area 2
- D. The Developer shall construct the spine road to the base course standard with adequate provision for footways in accordance with the requirements of the Surveyor for the time being of the Highway Authority
- E. Prior to the Occupation of the 101st dwelling to be built on Area 3
- E. The Developer shall make provision for a future access to the Industrial Area at the point marked W on the plan or at such other point as shall be agreed by the District Council such provision to ensure that there is no hindrance on the connection of any roads on the Industrial Area to such access.
- F. Prior to the occupation of more than 70% of the dwellings to be built on each of Areas 1, 2 and 3
- F. The Developer shall complete the laying out of the parts of the greenlink, the play areas and any other landscaping area in each of the Areas 1, 2 and 3, and enter into the appropriate arrangements with the District Council for the transfer to it or to such other body as it may direct such areas of open space and amenity areas at no cost to the District Council including the provision of commuted sums where appropriate. the areas to be transferred to the Local Authority shall be maintained for a period of five years from the respective practical completion dates of each area.

G. For a period of four years from the date hereof and confined to Area 1

G. The Developer shall reserve an appropriate area of land (to be agreed with the district Council) intended to be used as sites for the shop and a doctor's surgery

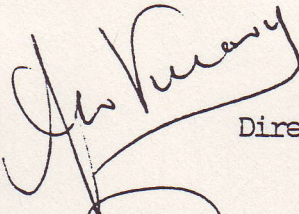
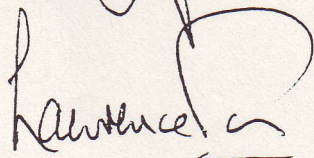
THE COMMON SEAL OF
BROADLAND DISTRICT COUNCIL
was hereunto affixed in
the presence of:-



3676


~~Deputy~~ Director of ~~Finance~~/Administration

THE COMMON SEAL OF
VANSON DEVELOPMENTS LIMITED
was hereunto affixed in
the presence of:-


Director

Secretary

[BROALND2.2]

