

DATED 2nd December 2010

NORFOLK COUNTY COUNCIL

- and -

WRENBRIDGE (SALHOUSE) LIMITED and
PAVF SECOND NOMINEES 3 LIMITED

A G R E E M E N T

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at Salhouse Road Sprowston

Head of Law
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

NS/33152

THIS AGREEMENT is made by Deed the *2nd* day of *December* 2010
BETWEEN :-

- (1) **THE NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane
Norwich Norfolk NR1 2DH ("the County Council") and
- (3) **WRENBRIDGE (SALHOUSE) LIMITED** (Company registration number
05882635) and **PAVF SECOND NOMINEES 3 LIMITED** (Company
registration number 05882600) of Time & Life Building 1 Bruton Street
London W1J 6TL ("the Owner")

RECITALS

- A. The County Council is a local planning authority within the meaning of the 1990 Act and the Highway Authority for the area within which the Land is situated
- B. The Owner is the freehold registered proprietor of that part of the Land which is registered at the Land Registry under title number NK205140 subject to the matters recorded on the register as shown shaded blue on Plan 2

NOW THIS DEED WITNESSETH as follows:

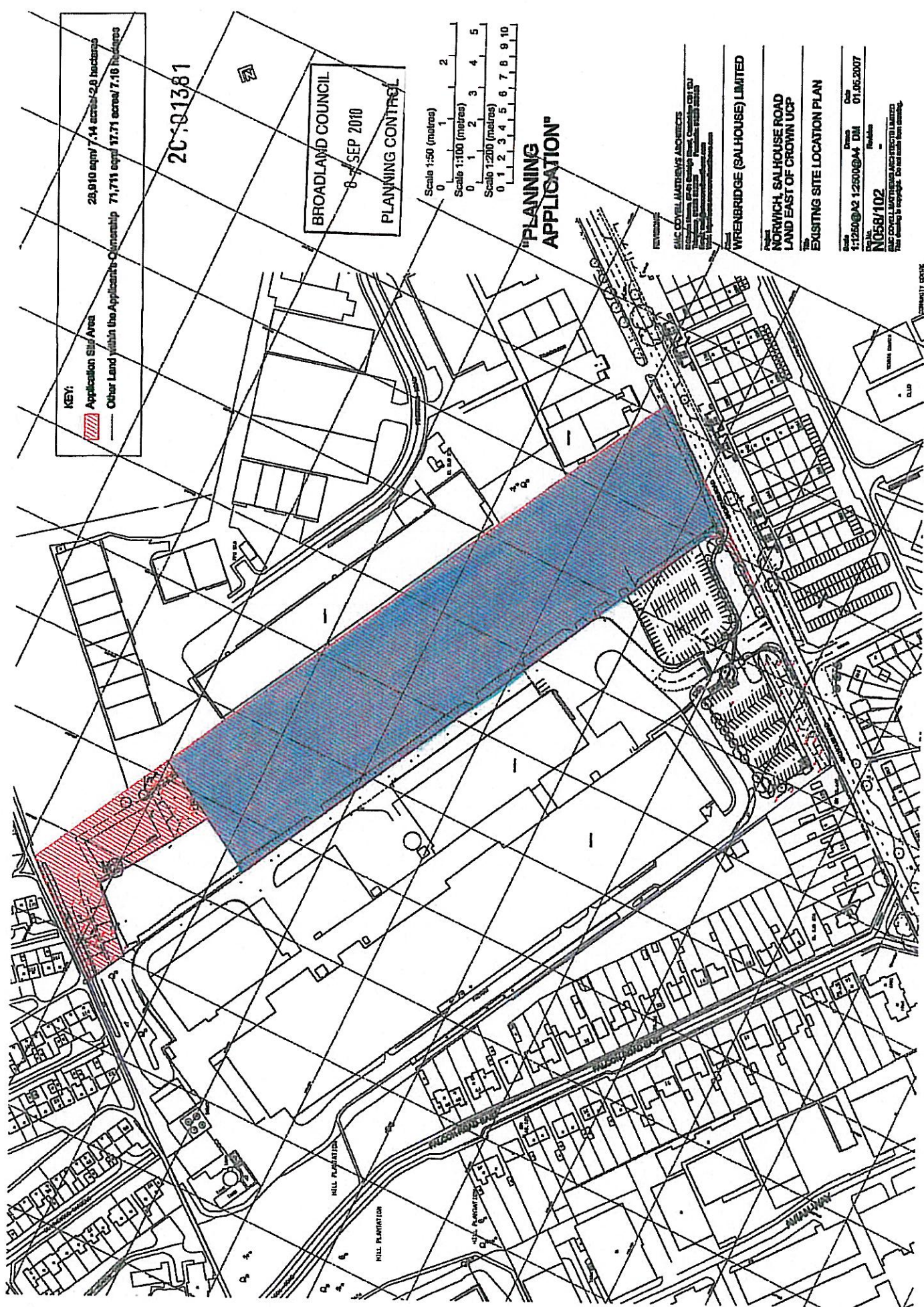
DEFINITIONS

1. In this Deed:

1.1 The following words have the following meanings unless in the context it would not be appropriate:

"the 1990 Act"	the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof
"the Application"	the applications dated 13 th June 2007 and bearing reference number 20101380 and 20101381 for the renewal of planning permissions reference numbers 20070873 and 20070875 for the erection of buildings for B1c, B2 and B8 uses with associated car parking and servicing and access in accordance with the forms plans and particulars deposited with the District Council
"the Approved Travel Plan"	the Travel Plan submitted to the County Council by the Owner in accordance with the Planning Permissions for approval and approved by the County Council in writing
"the Bond Sum"	the sum of £40,000 (Forty thousand pounds) being the cost of implementation of and compliance with the Approved Travel Plan
"Commencement"	the initiation of the Development by the carrying out of a material operation within the meaning of Section 56(4) of the 1990 Act and "Commence" shall be

	interpreted in accordance with this definition excluding such works as site preparation, archaeological investigation, ground works, demolition, site clearance, erection of fences or construction of access roads
"the Development"	development carried out pursuant to one or both of the Planning Permissions granted pursuant to either of or both of the Application
"the District Council"	Broadland District Council
"Index-Linked"	index-linked from 12th September 2007 until such time that payment of any sum specified in this Deed is made such index linking to be equivalent to any increase in such sums in proportion to the increase in the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the County Council shall reasonably determine in consultation with the Owner)
"the Land"	the land at Salhouse Road Sprowston shown hatched on Plan 1 and Plan 2
"Occupation"	occupation of a building on the Land for the purposes of the Development (but not including occupation by contractors for construction or fitting out purposes)



KEY:
Application Site Area
Other Land within the Applicant's Ownership

20,910 sqm/ 7.14 acres/ 2.8 hectares
71,711 sqm/ 17.71 acres/ 7.10 hectares

20/01381

BROADLAND COUNCIL
8 SEP 2010
PLANNING CONTROL

Scale 1:50 (metres)
Scale 1:100 (metres)
Scale 1:200 (metres)

"PLANNING APPLICATION"

SAC COVELL MATTHEWS ARCHITECTS
100-102 NORWICH ROAD
NORWICH, NORFOLK NR1 1JG
Tel: 01603 616161
Fax: 01603 616162
Email: info@scm.co.uk

WRENBRIDGE (SALHOUSE) LIMITED

NORWICH, SALHOUSE ROAD
LAND EAST OF CROWN UCP

EXISTING SITE LOCATION PLAN

Scale 1:1250 @ A2 1:2500 @ A4 DM 01.06.2007

NO58/102

SAC COVELL MATTHEWS ARCHITECTS LIMITED
Not a planning application. Do not make any assumptions.

COMMUNITY CENTRE

15,551 sqm/ 3.64 acres/ 1.5 hectares
 Other Land within the Applicant's Ownership 85,070 sqm/ 21.02 acres/ 8.5 hectares

KEY:

Application Site Area
 Other Land within the Applicant's Ownership

BROADLAND
 DISTRICT COUNCIL
 07 Sept 2010
 20101180
 PLANNING CONTROL

"PLANNING APPLICATION"



REVISIONS:
 SMC COVELL MATTHEWS ARCHITECTS
 10 Colston House, 17-21 Colston Road, Norwich NR1 1DU
 Email: mail@smccovellmatthews.com
 Web: http://www.smccovellmatthews.com

Client
WRENBRIDGE (SALHOUSE) LIMITED

Project
**NORWICH, SALHOUSE ROAD,
 LAND SOUTH AND EAST OF CROWN UCP**

The
EXISTING SITE LOCATION PLAN

Scale	1:12500@A2	Drawn	ADN	Date	01.05.2007
Drawn No.	N058/123				
Revision	-				

SMC COVELL MATTHEWS ARCHITECTS LIMITED
 This drawing is copyright. Do not make from drawing.



and "Occupied" shall be construed accordingly

"Plan 1"

the plan numbered N058/123 annexed hereto

"Plan 2"

the plan numbered N058/102 annexed hereto

"Planning Obligations"

covenants contained in Schedule 1 to this Deed made with and enforceable by the County Council pursuant to Section 106 of the 1990 Act (and to the extent to which the said covenants are capable of being enforced thereunder they shall constitute planning obligations for the purposes thereof)

"Planning Permissions"

the planning permissions granted in accordance with the Applications for the Development

"Travel Plan Update"

a staff and visitor Mode of Travel Survey prepared in consultation with the County Council detailing how the Approved Travel Plan has operated during the relevant period and its effectiveness

"Upfront Monitoring Fee"

the sum of £5,000 (five thousand pounds) Index Linked

INTERPRETATION

- 1.2 One gender includes all the others
- 1.3 The singular includes the plural and vice versa
- 1.4 Planning Obligations imposed on more than one person are joint and several
- 1.5 The parties to this Deed include their respective successors in title
- 1.6 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 1.7 Headings in this Deed are for ease of reference only and cannot be taken into account in its construction or interpretation
- 1.8 A reference to a paragraph or clause in the Schedule of this Deed is a reference to a paragraph or clause in that part of the Schedule

ENABLING POWERS

- 2. This Deed and the covenants hereinafter contained are made with the County Council and are enforceable by the County Council pursuant to Section 106 of the 1990 Act (and to the extent to which the said covenants are capable of being entered into thereunder they shall constitute Planning Obligations for the purposes thereof) Sections 111 and 139 of the Local Government Act 1972 or any statutory modification or re-enactment thereof and any other powers thereby enabling

OWNER'S OBLIGATIONS

- 3.1 The Owner hereby jointly and severally covenants with the County Council so as to bind that part of the Land within its ownership to observe and perform the Planning Obligations and that no development will be carried out in pursuance of the Applications except works which are in strict conformity with the Planning Permissions granted for the Development and with this Deed (except for development for which planning permission is granted or not required)
- 3.2 The Owner hereby covenants that it is the freehold owner of that part of the Land shown shaded blue on Plan 2 free from all mortgages charges or other encumbrances and has full power to enter into this Deed

AGREEMENTS AND DECLARATIONS

4. The parties agree and declare as follows:
 - 4.1 No waiver (whether express or implied) by the County Council of any breach or default by the Owner or its successors in title in performing or observing any of its obligations under this Deed shall constitute a continuing waiver or prevent the County Council from enforcing those obligations or from acting upon any subsequent breach or default
 - 4.2 The Owner waives any right to claim compensation arising from any restriction on the use of the Land imposed by this Deed
 - 4.3 This Deed shall cease to have effect if the Planning Permissions granted for the Development are quashed revoked or otherwise withdrawn before the date on which the Development is Commenced
 - 4.4 The covenants and the Planning Obligations in this Deed shall only come into effect on Commencement of the Development unless

otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants or the Planning Obligations

- 4.5 No person shall be liable for any breach of this Deed unless they hold an interest in that part of the Land in respect of which such breach occurs or held such an interest at the date of the breach
- 4.6 The Owner agrees to pay to the County Council their reasonable legal costs incurred in connection with the preparation of this Deed
- 4.7 Where approval or consent is required from any party to this Deed such approval or consent shall not be unreasonably withheld or delayed
- 4.8 Anything in this Deed which has to be done to the satisfaction of any other party to this Deed must be done to the reasonable satisfaction of that party
- 4.9 Unless otherwise stated, the County Council shall not be liable to any person under this Deed after that person has parted with all interest in the Land but without prejudice to any liability arising prior thereto
- 4.10 All sums payable by the Owner under this Deed shall carry interest at the rate of 4% (four per cent) above the base rate of the Co-operative Bank plc from the date due until the date of actual payment
- 4.11 Notwithstanding any of the provisions of this Deed the Owner's liability to meet any claim or liability under this Deed (other than a claim for death or personal injury or damage to the Land caused by the Owner's negligence) shall be limited to the extent that it can properly meet the claim or liability out of the assets held on trust by it pursuant to the declaration of trust dated 30 August 2006 and made between Wrenbridge (Salhouse) Limited (1) PAVF Second Nominees 3 Limited

(2) The Palmer Active Value Fund II Limited (3) and Wrenbridge (Salhouse Asset Management) Limited (4) and no recourse shall be had to the Owner or the beneficiaries of the declaration of trust beyond such assets

4.12 It is agreed and declared by the Owner that Clause 4.11 above shall not affect or limit the liability of any successor in title carrying on the Development or the County Council's ability to enforce any non-financial provision of this Deed against the Owner

COUNTY COUNCIL OBLIGATIONS

5.1 The County Council hereby covenants with the Owner that it shall (if requested by the Owner in writing) produce to the Owner as the case may be a written statement of account as to how the sums payable for any part or parts thereof under this Deed shall have been applied

5.2 The County Council will (upon the written request of the Owner) at any time after any of the Planning Obligations have been performed or otherwise discharged issue written confirmation thereof such confirmation not to be unreasonably withheld or delayed

DISPUTES

6.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same

6.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative

Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution

- 6.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
- 6.4 Nothing in this clause shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

7. Subject to Clause 1.5 no person shall derive any benefit or have any right entitlement or claim in relation to this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

NOTICES

8. Any notice or written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by registered or recorded delivery to the party upon whom it is to be served or to whom it is to be given at:

- 8.1 its address given in this Deed; or

8.2 such other address as may be notified in writing from time to time for the purpose of this Deed

JURISDICTION

9. This Deed is governed by and interpreted in accordance with the laws of England and Wales

IN WITNESS whereof the parties hereto have executed this instrument as their Deed and it is the parties' intention that this Deed be delivered and it is hereby delivered on the date first before written

SCHEDULE 1

PART 1

- 1 The Owner shall notify the County Council within 14 (fourteen) days of the following events occurring:-
 - 1.1 Commencement of the Development
 - 1.2 first Occupation of the Development
 - 1.3 any other occupation or completion threshold contained within this Deed

PART 2

TRAVEL PLAN OBLIGATIONS

- 1 **The Owner hereby covenants with the County Council:**
 - 1.1 on completion of this Deed, to pay to the County Council the Upfront Monitoring Fee
 - 1.2 on completion of this Deed, to deposit the Bond Sum with the County Council being the cost of implementation and compliance with the Approved Travel Plan ("the Travel Plan Deposit")

- 1.3 following first use of the Development, to monitor and review the Approved Travel Plan and submit a Travel Plan Update to the County Council on the 12 (twelve) month anniversary after the date of first Occupation and on subsequent anniversaries or such other date as may be agreed with the County Council such monitoring to continue each year until the fifth anniversary of final Occupation of the Development
- 2 In the event that the Owner fails in the reasonable opinion of the County Council to perform the obligations and deliver the requirements of the Approved Travel Plan or comply with any of the provisions of Part 2 of Schedule 1 to this Deed the County Council will serve notice on the Owner confirming the actions required by the Owner to comply with the obligations contained in this Deed ("the Performance Notice")
- 3 If after a period of 28 days the Owner has failed in the reasonable opinion of the County Council to comply with the Performance Notice the County Council may call in the Travel Plan Deposit and carry out the requirements of the Approved Travel Plan without further recourse to the Owner
- 4 The County Council hereby covenants with the Owner that:
 - 4.1 upon receipt of the Upfront Monitoring Fee and the Travel Plan Deposit, to deposit the same in an interest bearing account to be held and not expended until Commencement of the Development pursuant to planning permission granted under application reference 20101381 occurs
 - 4.2 if the planning permission granted pursuant to application reference 20101381 is quashed or expires prior to Commencement then the

County Council shall forthwith repay the Upfront Monitoring Fee and the Travel Plan Deposit (together with any accrued interest) to the person who paid the same

- 4.3 following Commencement of the Development pursuant to planning permission granted under application reference 20101381, to apply the Upfront Monitoring Fee solely towards the monitoring of the implementation of the Approved Travel Plan
- 4.4 following Commencement of the Development pursuant to planning permission granted under application reference 20101381 and subject to the Owner complying with the Approved Travel Plan it will:
 - 4.4.1 review the Travel Plan Deposit on the 12 month anniversary of first Occupation and every year thereafter until five years following final Occupation of the Development ("the Review")
 - 4.4.2 PROVIDED THAT the Owner performs the obligations and deliver the requirements of the Approved Travel Plan the County Council will following each Review reduce the Travel Plan Deposit by an amount proportionate to the amount of the Development which has been Occupied for a period of at least 5 years prior to the date of the Review
 - 4.4.2 upon the 5th anniversary of final Occupation of the Development and subject to the Owner complying with the Approved Travel Plan to the satisfaction of the County Council it will release the Travel Plan Deposit together with any interest accrued

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

Vick N



30128

HEAD OF LAW

EXECUTED AS A DEED by
WRENBRIDGE (SALHOUSE) LIMITED
acting by:-

Director

Director/Secretary

EXECUTED AS A DEED by
PAVF SECOND NOMINEES 3 LIMITED
acting by:-

Director

Director/Secretary

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

HEAD OF LAW

EXECUTED AS A DEED by
WRENBRIDGE (SALHOUSE) LIMITED
acting by:-

Director



Director/Secretary



EXECUTED AS A DEED by
PAVF SECOND NOMINEES 3 LIMITED
acting by:-

Director



Director/Secretary

