

DATED 13th. October, 1987

NORFOLK COUNTY COUNCIL

- and

BERNARD MATTHEWS PLC

A G R E E M E N T

under Section 52 of the Town and Country
Planning Act 1971 relating to land at
Felthorpe

T.D.W. Molander, Esq.,
County Solicitor,
Norfolk County Council,
County Hall,
Martineau Lane,
Norwich,
NR1 2DH.

THIS AGREEMENT is made the 13th day of October
One thousand nine hundred and eighty-seven.

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County
Hall Martineau Lane Norwich of the first part and BERNARD MATTHEWS PLC
("the Owners") whose registered office is situate at Great Witchingham
Hall Norwich of the second part

WHEREAS :-

(1) The Owners are the owners in fee simple in possession of the land
shown edged red on the attached plan ("the said land")

(2) The County Council is the highway authority within the meaning of
the Highways Act 1980 for the highway known as C278 Haveringland Road

(3) The Owners have made application ("the application") to the
Broadland District Council (reference 5/86/2513) in accordance with
the Town and Country Planning Act 1971 and the Orders and Regulations
for the time being in force thereunder for planning permission to use
the said land as a poultry farm ("the development")

(4) There are highway objections to the development which can only be
overcome by the works specified in Schedule 1 hereto ("the works")

(5) The County Council are satisfied that this agreement will be for
the benefit of the public

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 52 of the Town and
Country Planning Act 1971 Section 111 of the Local Government Act 1972
Section 278 of the Highways Act 1980 Section 33 of the Local
Government (Miscellaneous Provisions) Act 1982 and all other enabling
powers

2. The Owners hereby covenant with the County Council that in the
event of planning permission being granted for the development the
development shall not be commenced until after the completion (at the
total expense of the Owners) of the works to the satisfaction of and

in accordance with the requirements and specifications of the County Council

3. The Owners hereby further covenant with the County Council that for the duration of any development which may be permitted upon the determination of application:-

(i) the said land shall not be used for the purposes so permitted unless all feed delivery lorries live bird trailers and chick delivery lorries under the direct control of the owners or their contractors which travel between the owners farm at Gt. Witchingham and the said land approach and leave the said land over the whole of the length of highway coloured green on the attached plan B ("the specified route")

(ii) they shall comply with any directions given by the County Council for the purpose of ensuring that the specified route is used by the said vehicles visiting the said land

(iii) they shall use their best endeavours to ensure that the specified route is brought to the attention of all contractors and other persons visiting the said land

4. The Owners further covenant with the County Council that:-

(i) they will before the works are commenced enter into a Bond with an Assurance Company Guarantee Society Bank or like body approved by the County Council in the total sum of THIRTEEN THOUSAND FIVE HUNDRED POUNDS as a guarantee for the due performance by the owners of the covenant set out in Clause 2 above such sum to be reviewed if the works have not been completed within twelve months of the date of this Agreement and thereafter at twelve monthly intervals and amended to such sum as the County Council may determine

(ii) they will pay to the County Council before the commencement of the works an administration and supervision charge amounting to 5% of the estimated cost of the works

(iii) insofar as the works are to be carried out within the limits of the highway they will be carried out by a contractor introduced by the Owners in accordance with the conditions set out in the Second Schedule hereto

5. Any disputes or differences between the parties hereto as to their respective rights duties or obligations under this Agreement or the construction thereof or as to any other matter or thing in any way arising out of or connected with this Agreement shall be referred to the determination of an independent person to be agreed upon by the parties hereto and in default of agreement to be appointed on the application of any party hereto by the President for the time being of the Institution of Civil Engineers to determine the dispute or difference and a decision of such independent person shall be final and binding upon all parties hereto

6. The expressions "the County Council" and "the Owners" shall extend to and include their respective successors in title and assigns

FIRST SCHEDULE

A. Kerb corner radii at junction of C245/C278. (A - B on attached plan 13/C278/1/2) and install surface water offset together with stonefilled drain (F)

B. Haunch carriageway of C278 to provide an overall carriageway width of 6.0 metres (C - D on attached plan) construct stonefilled drains at points F on plan

SECOND SCHEDULE

(1) The name of any contractor introduced by the Owners shall be notified in writing to the County Surveyor of the County Council ("the County Surveyor") not less than one month before the commencement of the works

✓ JBL

(2) The Owners shall only be entitled to introduced contractors who are either

(a) included within the relevant cost band of the County Council's Select List of Tenderers for Highway Contracts (Roadworks) in force for the time being or

(b) specifically approved by the County Surveyor

(3) The Owners shall upon receiving a written request so to do produce to the County Surveyor for inspection any contract documents in respect of the works

(4) The works shall be carried out:-

(a) In accordance with a timetable to be approved by the County Surveyor before the commencement of the works

(b) Under the supervision of the County Surveyor

(c) In accordance with the requirements and specifications of the County Surveyor

(5)(a) The Owners shall be responsible for producing contract drawings for the works

(b) The contract drawings shall require the approval of the County Surveyor prior to any arrangements being entered into between the Owners and their contractor

(6) The Owners shall be responsible for ensuring that any requirements of statutory undertakers are met prior to the commencement of the works

(7) The works shall be completed to the satisfaction of the County Surveyor

(8) The Owners shall be responsible for the execution of all works of repair amendment reconstruction rectification and making good of defects as may be required in writing by the County Surveyor during the period ending twelve months after the date of the completion of the works

(9)(a) The County Council (acting through the County Surveyor) reserve the right to terminate forthwith in writing the arrangement whereby the Owners contractor carry out the works if these conditions are not strictly complied with

(b) Upon termination under paragraph (9)(a) above the County Council shall be entitled to call in the Bond referred to in Clause 4(1) for the purposes either of completing the works or reinstating the site to its condition immediately prior to the commencement of the works

(10) In the event of the County Council terminating these arrangements they shall not be liable in any way for any direct or indirect loss resulting from termination

(11) The County Council servants and authorised agents shall at all times during the works and the maintainance period have access to the works

(12)(a) Throughout the execution of the works the Owners shall insure against any damage loss or injury which may occur to any property or to any person by or arising out of the execution of the work such insurance to be effected with an insurer in terms approved by the County Council for such sum as the County Council may determine

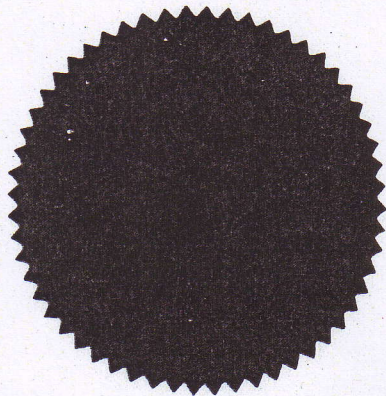
(b) Prior to the commencement of the works the Owners shall forward to the County Solicitor of the County Council evidence of their insurance cover

(13) The Owners shall be responsible to the County Surveyor for the proper execution and maintainance of the works and shall indemnify and keep indemnified the County Council against all losses and claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the execution and maintainance of the works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto (this liability to indemnify the County Council shall be reduced

proportionately to the extent that the said loss injury or damage is proved to be contributed to by the act or neglect of the County Council or its servants)

I N W I T N E S S whereof the County Council and the Owners have hereunto affixed their Common Seals the day and year first before written

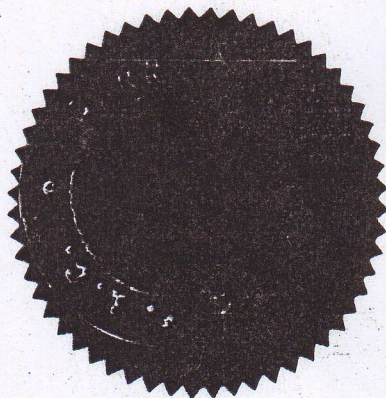
THE COMMON SEAL of THE NORFOLK)
COUNTY COUNCIL was hereunto)
affixed in the presence of:-)



Champlander

County Solicitor

THE COMMON SEAL of BERNARD)
MATTHEWS PLC was hereunto)
affixed in the presence of:-)



Anthony
DIRECTOR

J. L.
SECRETARY

NANCE SURVEY

100 or about 2½ Inches to 1 Mile

Provisional Edition

86/2513

Application Site

