

THIS AGREEMENT is made the 29th day of November
One thousand nine hundred and eighty-eight

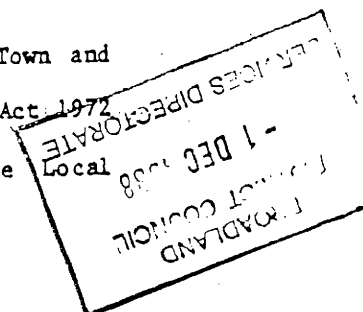
BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County
Hall Martineau Lane Norwich of the first part, ^{LAD BROKE} RETAIL PARKS LIMITED
whose registered office is situate at ^{Chancel House Neasden Lane} ~~Home Charm House Park Farm~~
~~London NW10 2XE~~
Wellingborough ("the Owners") of the second part and TEXAS HOMECARE
LIMITED whose registered office is situate at Home Charm House Park
Farm Wellingborough ("the Developers") of the third 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 a local planning authority within the meaning of the Town and Country Planning Act 1971 and the local highway authority within the meaning of the Highways Act 1980 for the area within which the said land is situated
- (3) The Developers have made application to the Broadland District Council (reference 5/88/1888) dated 30th June 1988 ("the application") 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 develop the said land by the erection of a retail warehouse and garden centre with car parking ("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



Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

2. The Owners and the Developers hereby covenant jointly and severally that in the event of planning permission being granted in respect of the application no part of the development shall be brought into use until the completion (at the expense of the Developers) of the works to the reasonable satisfaction of and in accordance with the reasonable requirements and specifications of the County Council

3. The Developers hereby further covenant that they will before the commencement of the works provide a Bond of Surety with an Assurance Company Guarantee Society Bank or like body approved by the County Council in the total sum of TWO HUNDRED THOUSAND POUNDS as a guarantee for the due performance by the Developers of the covenant in clause 2 such sum to be reviewed if the works have not been completed within twelve months of the date of this agreement and thereafter at 12 monthly intervals and amended to such sum as the County Council may determine

4. The Owners hereby agree that they will upon completion of the works dedicate to the County Council the land shown edged blue on the attached plan

5. The County Council hereby agree to the works being carried out by the Developers or by a contractor introduced by the Developers subject to the conditions set out in Schedule 2 and such other conditions as the County Council may from time to time consider appropriate

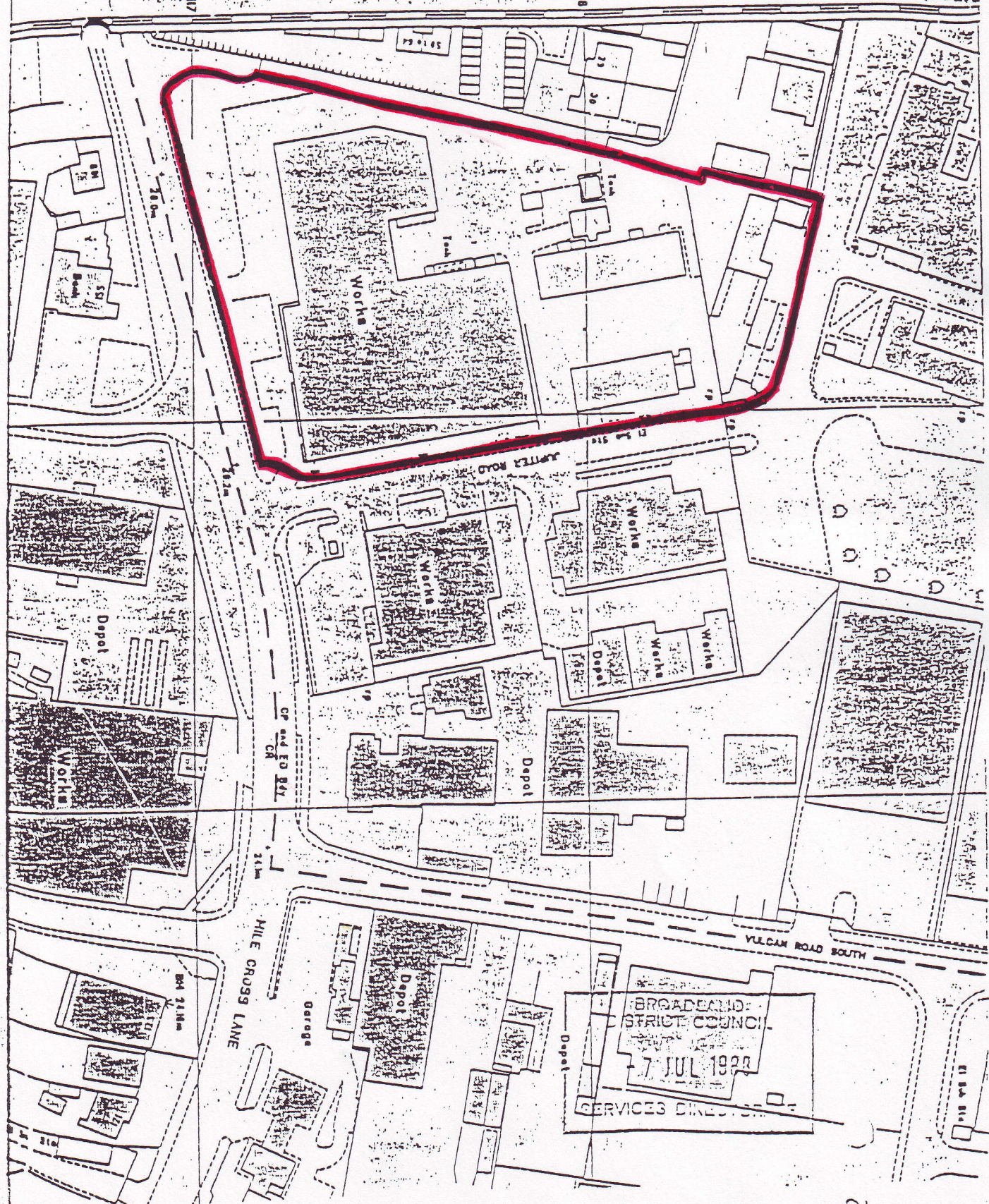
6.(a) The expressions "the County Council" "the Owners" and "the Developers" shall include their respective successors and assigns as appropriate within the terms of Section 52 of the Town and Country

Planning Act 1971

88-1884

TO 2111 NE
BROADLAND DISTRICT

HELLESDON CP



Proposed Texas Store, Mile Cross Lane - Location Plan

SCHEDULE 1

Improvements to traffic signal control junctions at:-

- (i) Vulcan Road South/Mile Cross Lane/Weston Road
 - (ii) Mason Road/Mile Cross Lane/Jupiter Road (site access)
- as shown on drawing no. 87230/1/C

SCHEDULE 2

- (1) The name of any contractor introduced by the Developers shall be notified in writing to the Surveyor of the County Council ("the County Surveyor") not less than twenty-eight days before the commencement of the works
- (2) The Developers shall only be entitled to introduce 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 Developers 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 (such approval not to be unreasonably withheld or delayed)
 - (b) Under the supervision of the County Surveyor
 - (c) In accordance with the requirements and specifications of the County Surveyor
- 5(a) The Owners and the Developers shall jointly and severally be responsible for producing contract drawings for the works
- (b) The contract drawings shall require the approval of the County Surveyor prior to the commencement of the works or where the Developers propose to introduce a contractor prior to any arrangements being entered into between the Developers and their contractor

LIBRARY
- 1 DEC 1988
COUNTY COUNCIL
DIRECTOR'S OFFICE

(6) The Owners and the Developers shall jointly and severally be responsible for ensuring that any requirements of statutory undertakers are met prior to the commencement of the works and the cost of any works required by the statutory undertakers shall be met in full by the Developers

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

(8) The Owners and the Developers shall jointly and severally 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 12 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 Developers (or their contractor) carry out the works if the conditions set out in this schedule 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 2 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 its servants and authorised agents shall at all times during the works and the maintenance period referred to in paragraph 8 above have access to the works

(12)(a) Throughout the execution of the works the Developers 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 works such insurance to be effected with an insurer in terms approved by the County Council for such sum as the County Council may determine

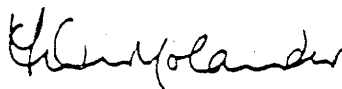
(b) Prior to the commencement of the works the Developers shall forward to the County Solicitor of the County Council evidence of their insurance cover

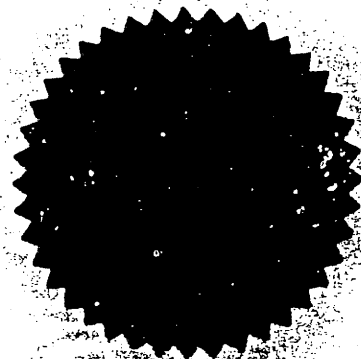
(13) The Owners and the Developers shall jointly and severally be responsible to the County Surveyor for the proper execution and maintenance of the works and shall indemnify and keep indemnified the County Council against all losses and claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the execution and maintenance of the works 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)

(14) The Developers shall pay to the County Council before the commencement of the works an administration and supervision charge amounting to 5% of the accepted tender figure

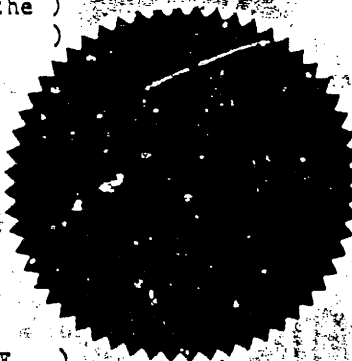
I N W I T N E S S whereof "the County Council" "the Owners" and "the Developers" have affixed their Common Seals the day and year first before written

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


County Solicitor



LAD BROKE
THE COMMON SEAL of RETAIL PARKS)
LIMITED was hereunto affixed in the)
presence of:-)



[Signature]
DIRECTOR

THE COMMON SEAL of TEXAS HOMECARE)
LIMITED was hereunto affixed in the)
presence of:-)

[Signature]
DIRECTOR



[Signature]
DIRECTOR

[Signature]
DIRECTOR

DATED

29th

NOVEMBER

1983

[Handwritten signature]

[Handwritten initials]

[Handwritten signature]

NORFOLK COUNTY COUNCIL

- and -

LADBROKE RETAIL PARKS LIMITED

- and -

TEXAS HOMECARE LIMITED

A G R E E M E N T

Under Section 52 of the Town and Country
Planning Act 1971 relating to land at
Hellesdon

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

SY36 THL