

THIS AGREEMENT is made the 4<sup>th</sup> day of APRIL

One thousand nine hundred and eighty-nine

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part and SPROWSTON HALL HOTEL LIMITED ("the Owners") whose registered office is situate at Waveney Chambers Lowestoft Suffolk of the second part

WHEREAS:

- (1) The Owners are the Owners in fee simple in possession of the land at Sprowston 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 Owners have made application to the Broadland District Council (reference 5/88/2242) dated 8th August 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 new bedroom wing leisure centre and kitchen ("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 that in the event of planning permission being granted in respect of the application:-

(i) no part of the development shall be brought into use until the completion (at the expense of the Owners) of the Works to the satisfaction of and in accordance with the requirements and specifications of the County Council

(ii) 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 NINETY THOUSAND POUNDS as a guarantee for the due performance by the Owners of the covenants in 2(i) 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

3. 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

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

5.(a) The expressions "the County Council" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 52 of the Town and Country Planning Act 1971

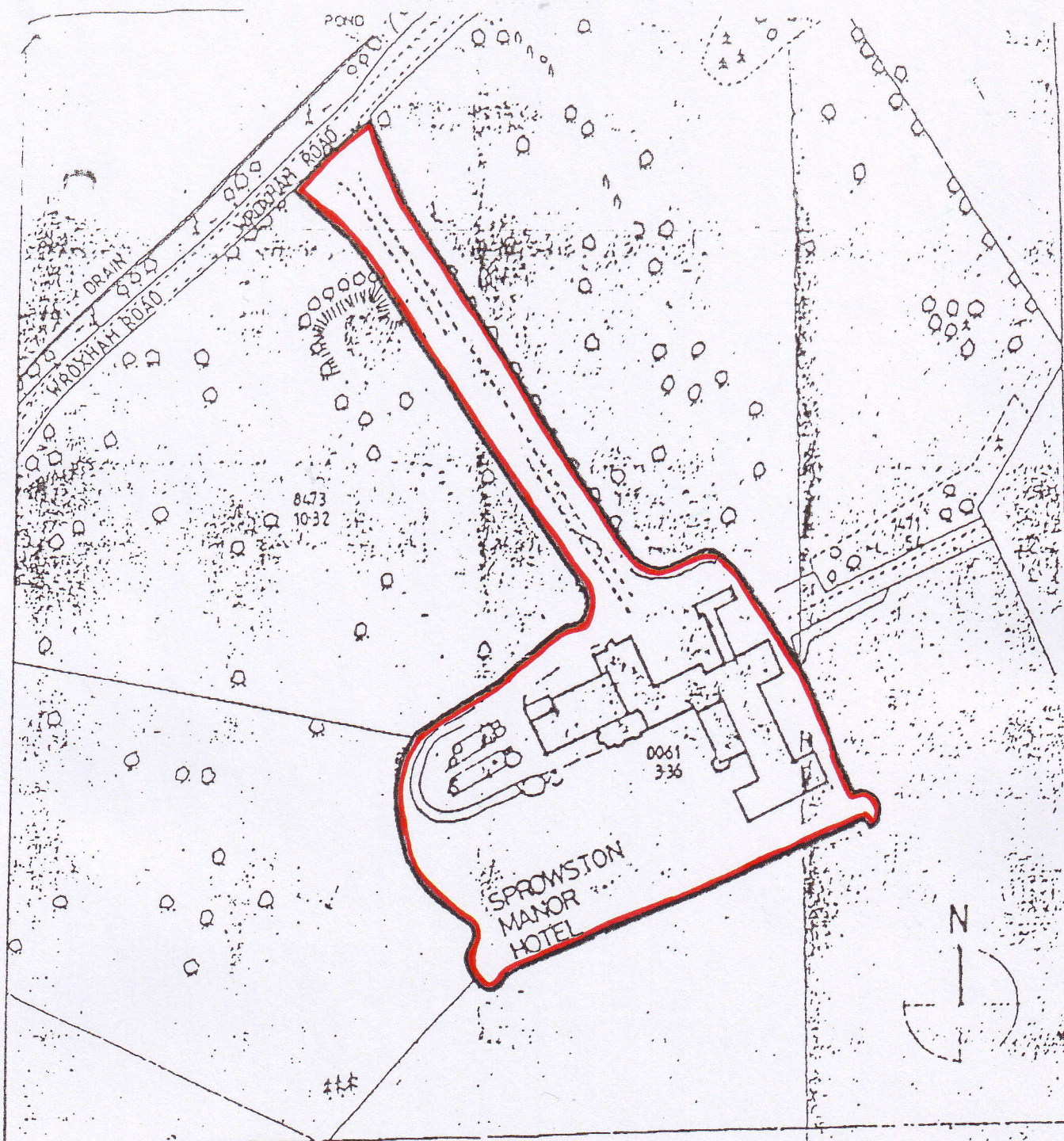
#### SCHEDULE 1

(1) The widening of the carriageway of the A151 to provide a right turn lane complete with carriageway markings as shown on the attached drawing

(2) Any necessary statutory works

(3) Any necessary ancillary works





LOCATION PLAN  
SCALE 1:2500

TRACED FROM  
ORDNANCE SURVEY

*Wm. T. Spence*  
T J S

*William*  
Secretary



SCHEDULE 2

(1) The name of any contractor introduced by the Owners 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 Owners 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 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)(a) The Works shall be carried out:-

(i) In accordance with a timetable to be approved in writing by the County Surveyor before the commencement of the Works

(ii) Under the supervision of the County Surveyor

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

(b) The works shall not be commenced until the Owners have received from the County Surveyor a written authorisation to commence the Works

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 the commencement of the Works or where the Owners propose to introduce a contractor 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 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 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 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 Owners (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(ii) 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 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 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

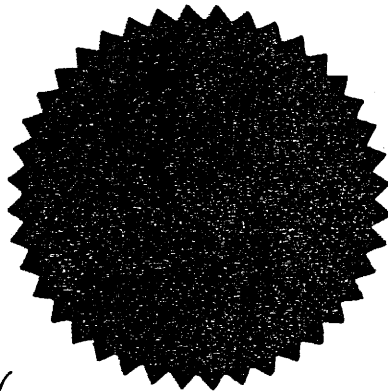
(b) Prior to the commencement of the Works the Owners shall forward to the County Solicitor of the County Council evidence of their insurance cover

(13) The Owners shall be responsible to the County Surveyor for the proper execution and 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 Owners shall pay to the County Council before the commencement of the Works an administration legal and supervision charge amounting to 5% of the bond figure referred to in clause 2(ii) of this Agreement

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

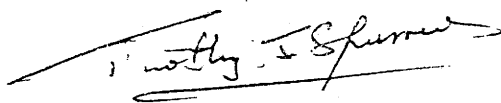
THE COMMON SEAL of THE NORFOLK )  
COUNTY COUNCIL was hereunto )  
affixed in the presence of:- )



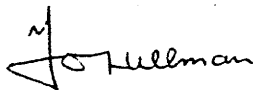
*G. H. P. Lander*

County Solicitor

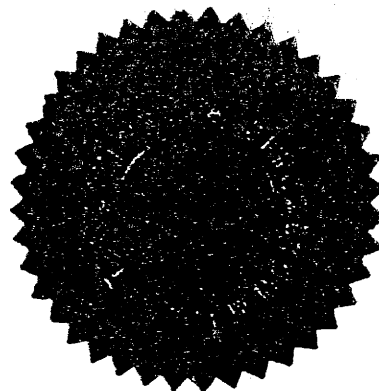
THE COMMON SEAL of SPROWSTON HALL )  
HOTEL LIMITED was hereunto affixed )  
in the presence of:- )



DIRECTOR



SECRETARY



DATED 4<sup>TH</sup> APRIL 1989

NORFOLK COUNTY COUNCIL

- and -

SPROWSTON HALL HOTEL LIMITED

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A G R E E M E N T

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

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

SD SHH



