

T H I S A G R E E M E N T is made the 10th day of APRIL

One thousand nine hundred and ninety two

B E T W E E N NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part and ROYAL LIFE INSURANCE LIMITED PLC ("the Owners") whose Registered Office is situate at New Hall Place Old Hall Street Liverpool L69 3EN of the second part

W H E R E A S:

(1) The Owners are the owners in fee simple in possession of the land shown edged red and coloured blue on the attached plan ("the Red Land" and "the Blue Land" respectively)

(2) The County Council is a local planning authority within the meaning of the Town and Country Planning Act 1990 ("the Act") and the local highway authority within the meaning of the Highways Act 1980 for the area within which the Red Land and Blue Land are situated

(3) The Owners have made application to the Broadland District Council (reference 5/91/1449) ("the Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop the Red Land for residential purposes ("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

(6) The obligation created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended)

(7) The obligations created by this Deed are enforceable by the County Council

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act 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 ("The 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 reasonable satisfaction of and in accordance with the reasonable requirements and specifications of the County Council

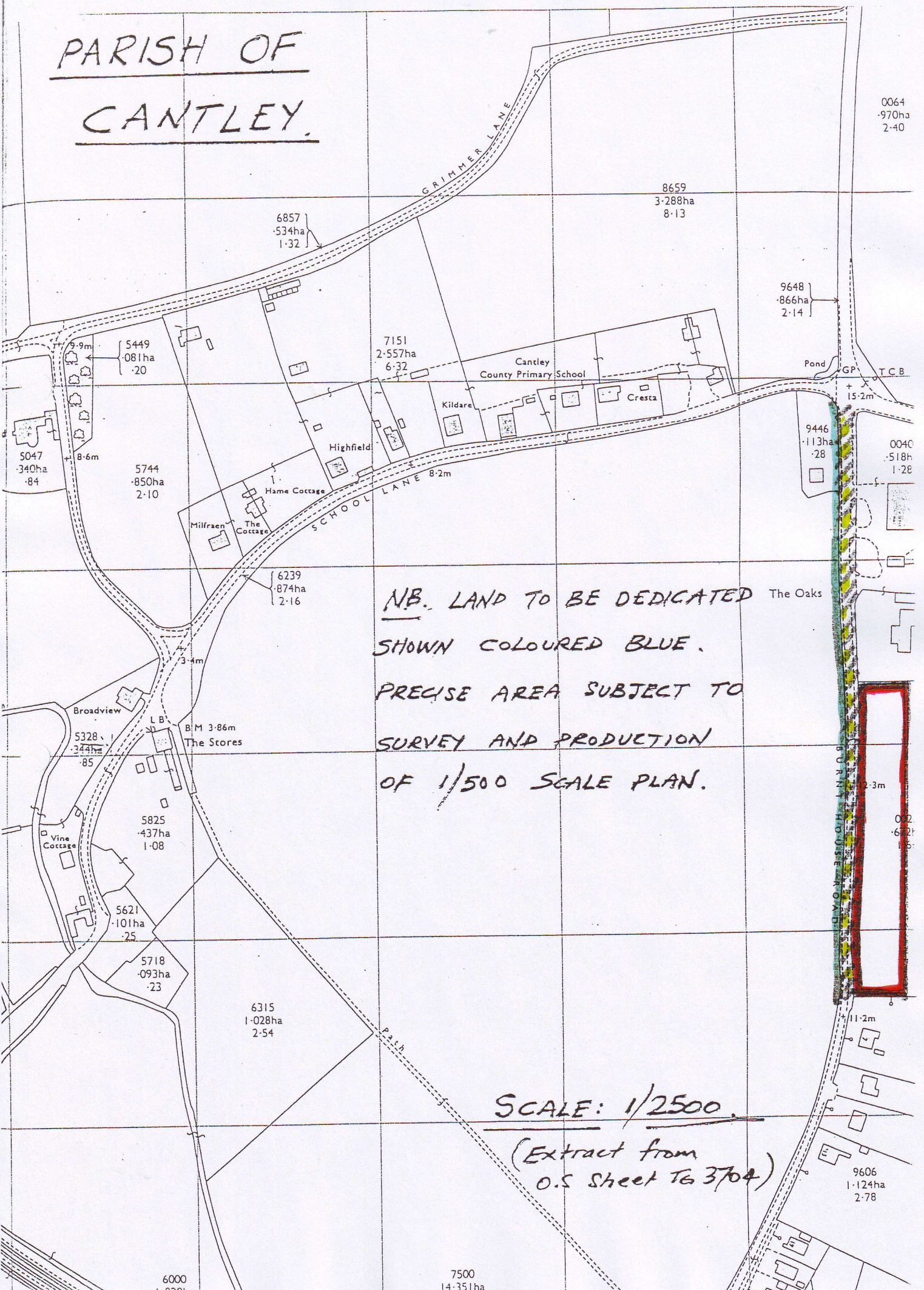
(ii) they will before the commencement of the Works provide a Bond of Surety with an Assurance Company Guarantee Society Bank or like body approved by the County Council such approval not to be unreasonably withheld in the total sum of FORTY FIVE THOUSAND POUNDS as a guarantee for the due performance by the the Owners of the covenant in 2(i) such sum to be reviewed (if the Works have not been completed within twelve months of the date of this Agreement) at the expiration of such twelve months and thereafter at 12 monthly intervals until the Works shall have been completed and amended to such sum as the County Council may reasonably determine

PROVIDED that on completion of the Works in the manner specified in Clause 2(i) hereof such sum shall be amended to a sum being 5% of the sum secured by the Bond immediately before such completion and on the date falling twelve months after the date of such completion the said Bond shall (if there shall have been no breach of the said Clause 2(i)) cease to have effect

3. The Owners and the County Council hereby agree that the Owners will upon completion of the Works dedicate the Blue Land to the County Council as public highway

4. The County Council hereby agree to the Works being carried out by the Owners or 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

PARISH OF CANTLEY.



from time to time reasonably consider appropriate

5. The expressions "the County Council" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act

6. This document is executed as a Deed and is delivered on the date first before written

SCHEDULE 1

1. The widening of the carriageway of the unclassified road known as Burnt House Road to 5 metres and the provision of a 1.8m wide footway from the southern boundary of the application site to the junction with School Lane as shown hatched green on the attached plan

2. Any necessary ancillary works

3. Any necessary Statutory Undertakers works

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 specifically approved by the County Surveyor (such approval not to be unreasonably withheld)

(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 by the County Surveyor (such approval not to be unreasonably withheld) 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 (such authorisation not to be unreasonably withheld) 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 (such approval not to be unreasonably withheld) 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 Owners
- (7) The Works shall be completed to the written satisfaction of the County Surveyor such written satisfaction not to be unreasonably withheld
- (8) The Owners shall be responsible for the execution of all works of repair amendment reconstruction rectification and making good of defects as may become requisite due to the defective carrying out of the Works and 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 under paragraph 9(a) above 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 such approval not to be unreasonably withheld for such sum as the County Council may reasonably determine

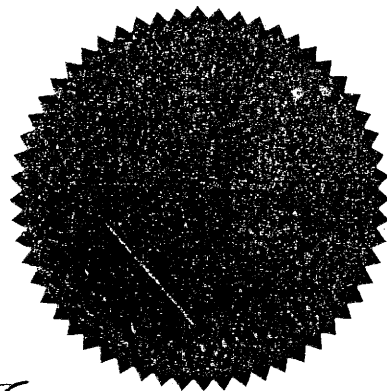
(b) Prior to the commencement of the Works the Owners shall forward to the County Solicitor of the County Council evidence of their insurance cover

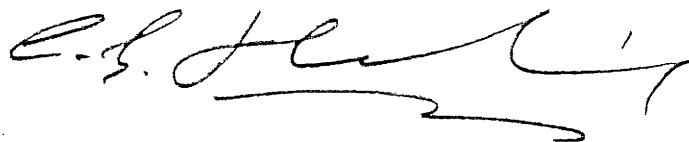
(13) The Owners shall be responsible to the County Surveyor for the proper execution and maintenance of the Works for the period mentioned in paragraph 8 of this Schedule and shall indemnify and keep indemnified the County Council against all losses and claims for injury or damage to any person or property whatsoever which may arise during that period out of or in consequence of the execution and maintenance of the Works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto arising during that period (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

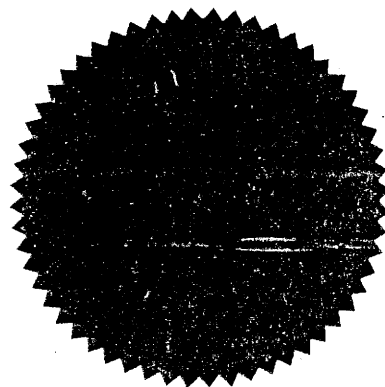
I N W I T N E S S whereof "the County Council" and "the Owners" have affixed their Common Seals the day and year first before written

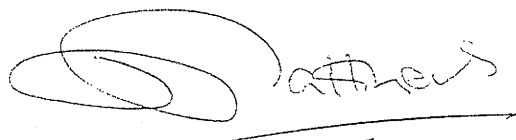
THE COMMON SEAL of THE NORFOLK)
COUNTY COUNCIL was hereunto affixed)
in the presence of:-)




Corporate Solicitor

THE COMMON SEAL of ROYAL LIFE)
INSURANCE LIMITED was hereunto)
affixed in the presence of:-)





DATED 10TH APRIL 1992

NORFOLK COUNTY COUNCIL

- and -

ROYAL LIFE INSURANCE 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
Cantley.

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

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