

DATED

9TH MARCH

1993

NORFOLK COUNTY COUNCIL

- and -

THE SECRETARY OF STATE FOR HEALTH

A G R E E M E N T

under Section 106 of the Town and Country
Planning Act 1990 relating to land at
Thorpe St Andrew

Nicholas Hancox
Director of Legal Services
Norfolk County Council
County Hall
Martineau Lane
Norwich NR1 2DH

JCB/SMA
Disk 2 (EastAnglian)

THIS AGREEMENT is made the 9th day of MARCH

One thousand nine hundred and ninety-three

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part and THE SECRETARY OF STATE FOR HEALTH ("the Owners") care-of The East Anglian Regional Health Authority of Union Lane Chesterton Cambridge CB4 1RF of the second part

WHEREAS:

- (1) The Owners are the owners in fee simple in possession of the land shown coloured pink and edged red on the attached plan ("the Pink Land and the Red Land respectively" which are together called "the Land")
- (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 Land is situated
- (3) The Owners have been granted planning permission by the Broadland District Council (reference 05/92/0637) ("the Permission") to develop the Pink Land together with existing highway by the construction of a roundabout ("the Development")
- (4) The Owners are desirous of developing the Red Land by the formation of a Business Park ("the Business Park")
- (5) The County Council are satisfied that this agreement will be for the benefit of the public
- (6) The obligations 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

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N O W THIS DEED WITNESSETH 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 and all other enabling powers
2. The Owners hereby covenant with the County Council that they will not cause or permit any unit (which expression shall not include any gas governor site or electricity substation or pumping station) constructed on the Business Park to be occupied until the Development has been completed to the reasonable satisfaction of and in accordance with the specifications of the County Council
3. The Owners hereby agree that they will upon completion of the Development dedicate to the County Council the Pink Land and the County Council will accept the same as public highway maintainable by it as such to the intent that the whole of the Development shall become a maintainable public highway
4. The County Council hereby agree to the Development being carried out by the Owners or by a contractor introduced by the Owners subject to the conditions set out in the Schedule hereto and such other reasonable conditions as the County Council may from time to time consider appropriate
5. The Owners hereby covenant with the County Council that they will reimburse the County Council in respect of any compensation properly paid by the County Council under Part I of the Land Compensation Act 1973 as a result of carrying out of or use of the Development
6. It is hereby agreed that any retaining walls abutting or adjacent to the public highway while subject to Paragraph 5(b) of the Schedule shall remain the property and responsibility of the Owners and will not form part of the maintainable public highway

7. This document is executed as a Deed and is delivered on the date first before written
8. 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

SCHEDULE

- (1) The name of any contractor introduced by the Owners shall be notified in writing to the County Surveyor not less than twenty-eight days before the commencement of the Development
- (2) The Owners shall only be entitled to introduce contractors who are 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 Development
- (4) (a) The Development shall be carried out:-
 - (i) In accordance with a timetable to be approved by the County Surveyor before the commencement of the Development
 - (ii) Under the supervision of the County Surveyor
 - (iii) In accordance with the reasonable requirements and specifications of the County Surveyor and a design approved by him
- (b) The Development shall not be commenced until the Owners have received from the County Surveyor a written authorisation to commence the Development
- (5) (a) The Owners shall be responsible for producing contract drawings for the Development which shall include structural calculations for any retaining walls abutting or adjacent to the public highway

- (b) The contract drawings shall require the approval of the County Surveyor prior to the commencement of the Development 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 Development and the cost of any works required by the statutory undertakers shall be met in full by the Owners
- (7) (a) ^{the A.B. 7} Upon ^{CH} Development being completed to the reasonable satisfaction of the County Surveyor he will issue to the Owners a written certificate to that effect whereupon the obligations of the Owners hereunder shall be discharged save in respect of Clause 8
- (b) The County Council will regard Condition 4 of the Planning Permission of the Business Park as amended under reference 92.1367 as being complied with so long as Clause 2 of this Deed is complied with
- (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 Development
- (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 Development if the Owners shall materially fail to comply with the conditions set out in this schedule

- (b) Upon termination under Paragraph 9 (a) above the County Council shall be entitled to complete the Development or reinstate the site to its condition immediately prior to the commencement of the Development and to recover the cost from the Owners
- (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 Development and the maintenance period referred to in Paragraph 8 above have access to the Development
- (12) (a) Throughout the execution of the Development 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 Development 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 Development the Owners shall forward to 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 Development 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 improper execution and maintenance of the Development 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) Where under this Deed the authorisation or approval of the County Surveyor is required such authorisation or approval shall not be unreasonably withheld or delayed

(15) The Owners shall pay to the County Council the following sums:-

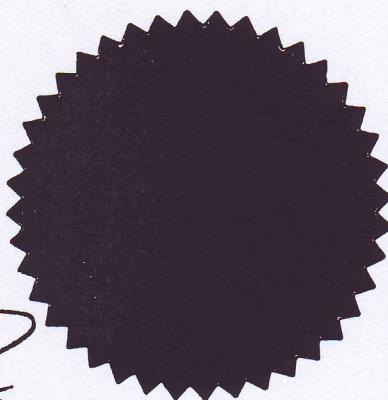
(i) A legal and administration charge amounting to 2% of the estimated cost of the works (such sum to be paid upon completion of this Agreement)

(ii) A sum to cover the actual staff costs (plus overheads) incurred by the County Council in supervising the carrying out of the Development (such sum to be paid on such date or dates as the County Surveyor may specify)

(iii) A sum to cover the costs (plus overheads) incurred by the County Council in checking the contract documents and drawings for the Development (such sum to be paid on such date or dates as the County Surveyor may specify and to be based on a charge of £30.00 per hour)

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

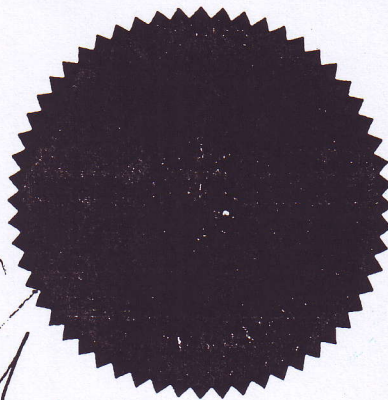
THE COMMON SEAL of THE NORFOLK)
COUNTY COUNCIL was hereunto)
affixed in the presence of:-)

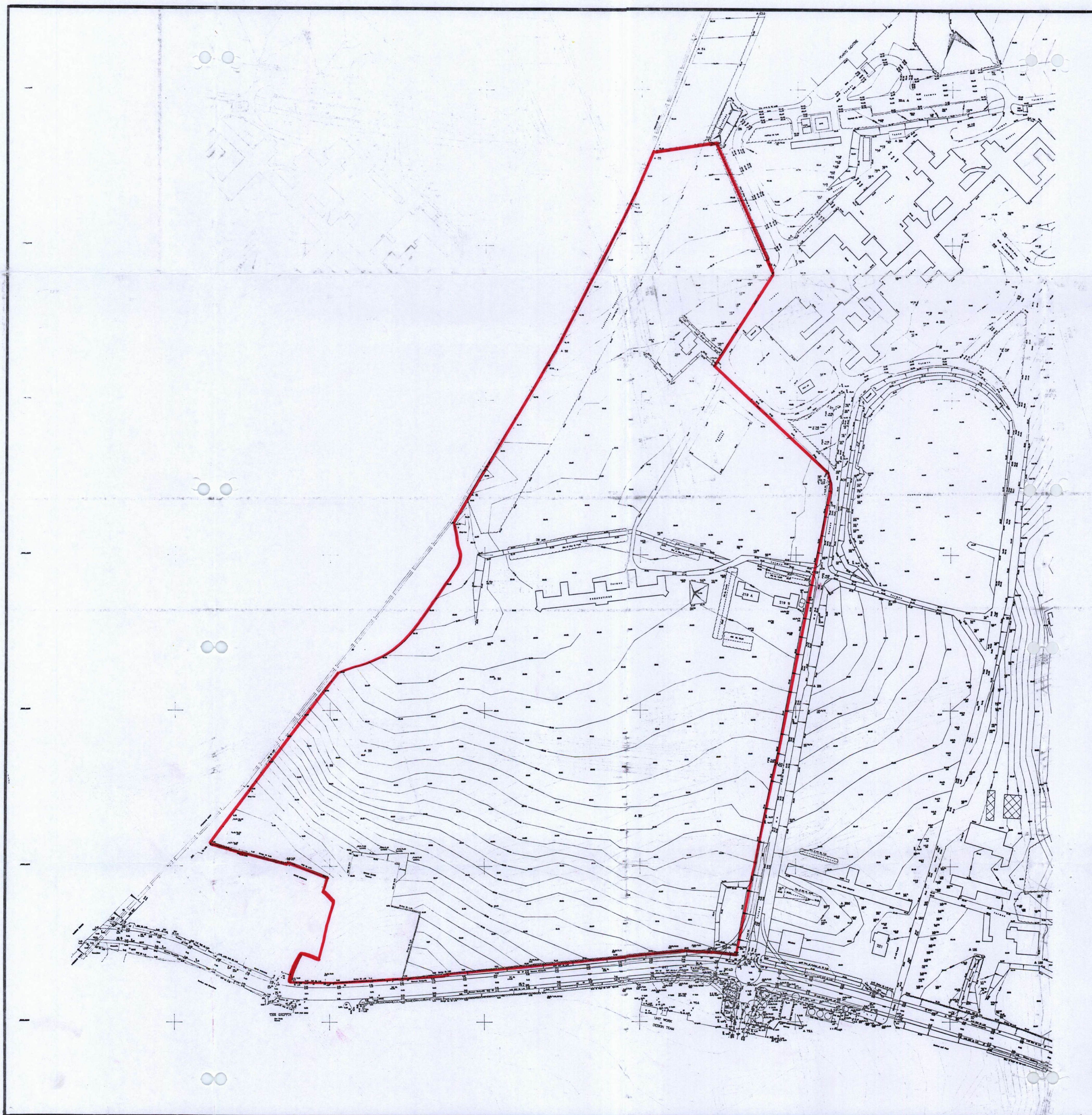


Assistant Chief Executive and Corporate Solicitor

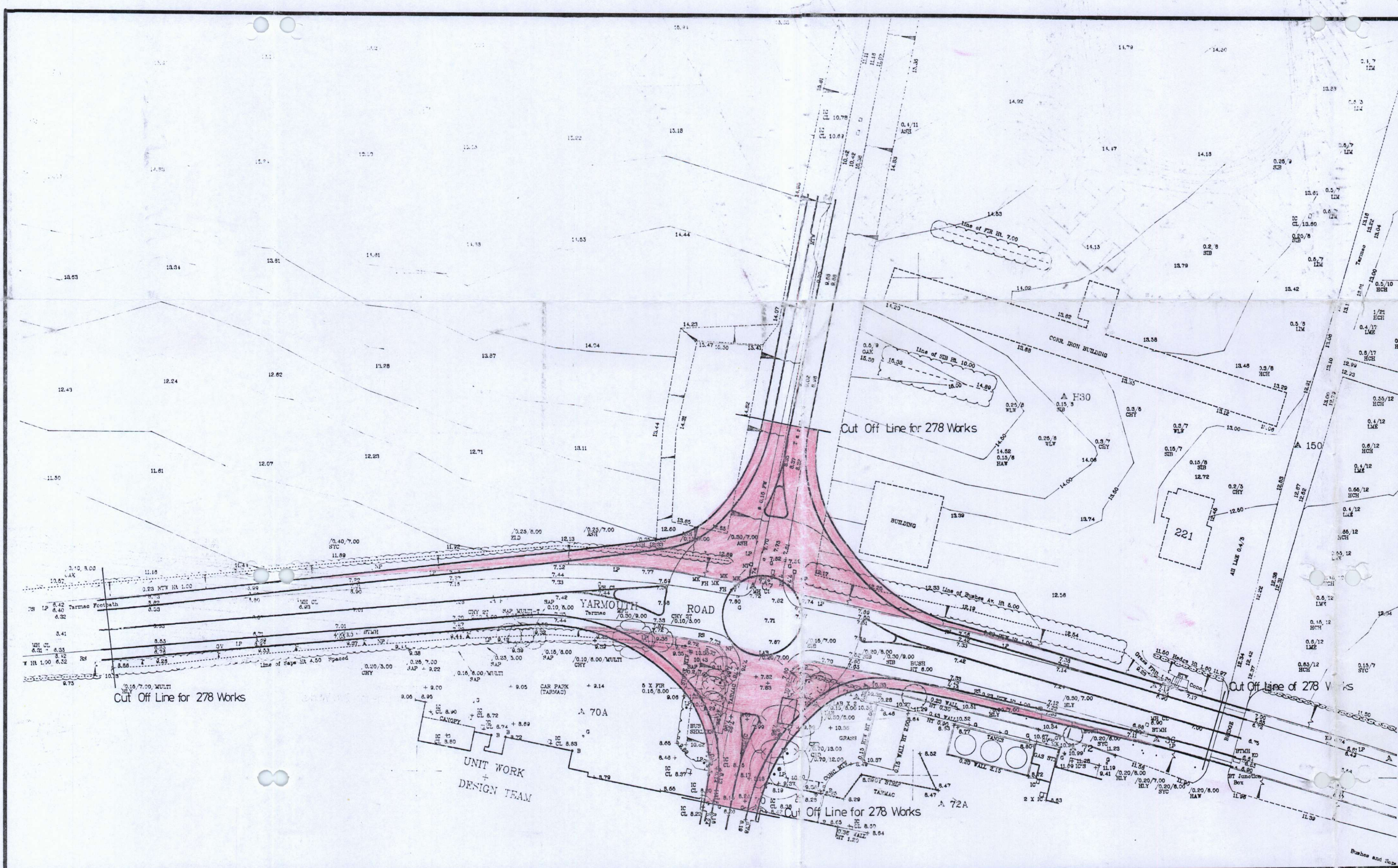
SEALED on behalf of THE SECRETARY)
OF STATE FOR HEALTH BY EAST ANGLIAN)
REGIONAL HEALTH AUTHORITY (duly)
authorised on that behalf by)
Directions under Seal dated the)
3rd day of July 1989) whose)
CORPORATE COMMON SEAL was hereunto)
affixed in the presence of:-)

Ad Brown
J Whittall





SITE PLAN
Scale 1:1250



PROPOSED ROUNDABOUT ACCESS
Scale 1:500

- Area of land to be transferred to public highway
- Area of land under the ownership of East Anglian Regional Health Authority Utilising the Roundabout Access

T A Millard
Civil and Development Engineers

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Norwich NR2 2RA
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Job Title
St Andrews Park

Drawing Title
Section 278 Plan

Client
East Anglian Regional Health Authority

Date 27 January 1993	Checked
Scale As shown	Status
Drawn JPC	Drawing No. P107/03/15