

THIS AGREEMENT is made the 29th day of March One thousand nine hundred and eighty-eight BETWEEN THE COUNTY COUNCIL OF NORFOLK of County Hall Martineau Lane Norwich NR1 2DH (hereinafter called "the County Council") of the first part BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich NR7 0DU (hereinafter called "the District Council") of the second part and J. SAINSBURY plc whose registered office is situate at Stamford House Stamford Street London SE1 (hereinafter called "Sainsburys") of the third part

WHEREAS

- (1) Sainsburys is the owner in fee simple in possession of the land shown coloured red on the plan numbered 1 annexed hereto which land is within the Growth Area (as hereinafter defined)
- (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 administrative County of Norfolk and is a principal Council within the meaning of Section 270(1) of the Local Government Act 1972
- (3) The District Council is the District Planning Authority for the administrative District of Broadland and is a principal Council within the meaning of Section 270(1) of the Local Government Act 1972
- (4) Under and by virtue of the provisions of:-
 - (a) Section 52 of the Town and Country Planning Act 1971
 - (b) Section 111 of the Local Government Act 1972
 - (c) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

(hereinafter together referred to as "the Statutory Provisions") the County Council and the District Council are empowered to enter into Agreements for various purposes in connection with the development of the Growth Area as more particularly set out in the Statutory Provisions

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED by and between the

parties hereto as follows:-

1. IN this Agreement the following expressions shall have the meanings ascribed to them:-

(a) "Plan 1" means the plan numbered 1 annexed hereto

(b) "Plan 2" means the plan numbered 2 annexed hereto

(c) "the Growth Area" means the land situate in the Parish of Thorpe St Andrew in the District of Broadland in the County of Norfolk described in Paragraph 1.3 of the current Thorpe St Andrew (Pound Lane) Local Plan Written Statement and shown on the Proposals Map to that Local Plan

(d) "the Land" means the whole of the Land shown coloured red Plan 1

(e) "the Planning Permission" means the planning permission for development of the Land to be issued by the District Council and numbered 85/2018

(f) "the Community Hall" means a community hall of about 400 square metres

(g) the "Off-Site Sewer" means a surface water sewer of sufficient capacity to serve the whole of the Growth Area including without prejudice to the generality of the foregoing words at least 1819 dwellings the community hall the changing rooms a supermarket of a gross area of ⁶²⁵⁰⁰~~60700~~ square feet 6 small shop units a public house a doctors surgery associated car parking for at least 600 vehicles and roads between the Growth Area and the Lower Yare by such route as shall be approved by the Anglian Water Authority or the District Council as its agent

(h) "The supermarket" means a store of not more than 62,500 square feet gross area as proposed in the Planning Permission

(i) "The small shops" means six small shops each of 1000 square feet gross area as proposed in the Planning Permission

(j) "Ladas Plantation" means the area of Land shown coloured brown on Plan 2



Thorpe End Garden Village

Thorpe End Garden Village

Triangle Wood

Brown's Plantation

Brown's Plantation

Brown's Plantation

Brown's Plantation

Brown's Plantation

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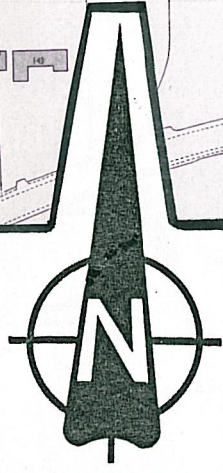
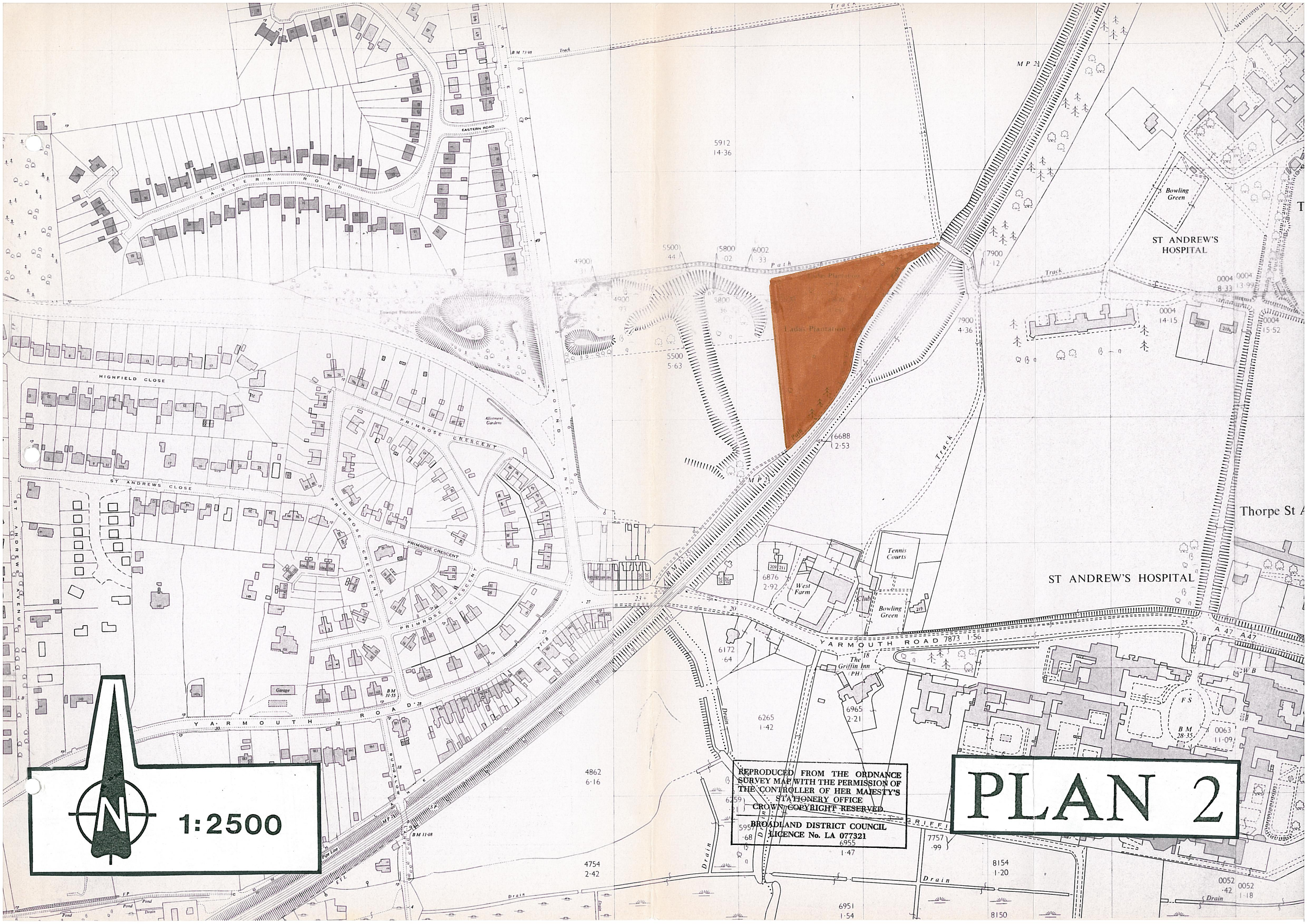
Brown's Plantation



1:2500

PLAN 1

REPRODUCED FROM THE ORDNANCE
SURVEY MAPS BY THE PERMISSION OF
THE GOVERNMENT OF GREAT BRITAIN
AND IRELAND
BROADLAND DISTRICT COUNCIL
LICENCE No. LA37721



1:2500

REPRODUCED FROM THE ORDNANCE
SURVEY MAP WITH THE PERMISSION OF
THE CONTROLLER OF HER MAJESTY'S
STATIONERY OFFICE
CROWN COPYRIGHT RESERVED
BROADLAND DISTRICT COUNCIL
LICENCE No. LA 077321

PLAN 2

(k) "the Local Plan" means the current Thorpe St Andrew (Pound Lane)

Local Plan

(l) "the Development Brief" means the development brief for the Growth Area adopted by the District Council on the 22nd day of July 1986

(m) "the perpetuity period" means any time within eighty years of the date hereof

(n) "the Car Park" means the parking spaces for vehicles provided on the land excluding any areas used in connection with the servicing of the supermarket the small shops the doctors surgery and the public house

2. THIS Agreement is made in pursuance of the Statutory Provisions and in consideration of the various covenants herein contained

3. THIS Agreement shall not take effect unless and until the Planning Permission is implemented

4. Sainsburys so as to bind so far as may be each and every part of the Land into whosoever hands the same may come and in pursuance of the Statutory Provisions HEREBY COVENANTS with the County Council and the District Council and to the intent that it shall be personally bound in respect of all obligations on its part herein contained that:-

4.1 Neither the supermarket the small shops nor any other building (other than temporary structures occupied only during and for the purposes of building operations) constructed on Land shall be occupied before the completion of the construction of the off-site sewer and an Agreement under Section 18 of the Public Health Act 1936 has been entered into by the owners of the off-site sewer

4.2 Neither the supermarket the small shops nor any other building (other than temporary structures occupied only during and for the purposes of building operations) constructed on the Land shall be occupied before Sainsburys shall have entered into arrangements to the satisfaction of the District Council to contribute to the Anglian Water Authority such sums as that Authority shall reasonably require in respect of the reinforcement of water mains outside the Growth Area consequent upon the development of the Growth Area

4.3 Neither the supermarket the small shops nor any other building (other than temporary structures occupied only during and for the purposes of building operations) constructed on the Land shall be occupied until such improvements as the County Surveyor of the County Council shall reasonably consider requisite to the traffic control systems on the Trunk Road A47 have been carried out and such improvements as the County Surveyor shall reasonably consider requisite have been carried out to the roads known as St Williams Way Pound Lane and the Trunk Road A47

4.4 To construct all roads other ways mains and service media of any description forming part of the development of the Land and the Growth Area to such capacity or capacities as shall be sufficient not only to serve the development to be carried out by Sainsburys but also for any development proposed in the Local Plan or in any application for planning permission received by the District Council on or prior to the date hereof on any other Land which may be conveniently served by such roads other ways mains or service media

4.5.1. Before the 20th day of May 1991 Sainsburys will convey to the District Council or as the District Council may direct free of charge a site for the Community Hall containing at least 900 square metres in area which site will be specified by Sainsburys and meets with reasonable approval of the District Council and also grant the District Council or its nominee rights to park at least 80 vehicles on such other part or parts of the Land as Sainsburys may reasonably suggest in common with others so entitled

4.5.2. Upon the Land ceasing to be used as a supermarket then an area for 80 car parking spaces will be made available for the exclusive use of the Community Hall upon such part of the Land as may be agreed between the parties such approval not to be unreasonably withheld

4.6.1 The supermarket shall operate with a net retail floor space (inclusive of all checkout areas) not exceeding 40,000 square feet

4.6.2 The supermarket shall at all times offer for sale not less than 60% (measured as hereinafter provided) of those products of food drink tobacco and convenience goods unless otherwise first agreed in writing by the District Council

4.6.3 For the purposes of sub-clause 4.6.2 the said figure of 60% shall be calculated from time to time by reference to the total floor space occupied by all goods or products offered at such time for sale in the supermarket

4.6.4 The small shops shall be constructed at the same time as the supermarket and shall be complete in all respects and ready for occupation as individual retail shop units at the latest within one year from the completion of the construction of the supermarket or the date of the opening of the supermarket for trading (whichever shall be the earlier)

4.6.5 The occupier for the time being of the supermarket shall not occupy any of the small shops by himself or through any partnership in which he shall have an interest or (if a company) by any associated or subsidiary company or any other company in the same group of companies of which the occupier of the supermarket forms part other than by way of franchise operations

4.6.6 Sainsburys shall use reasonable endeavours to procure that each of the small shops shall be occupied by a separate and different occupier and for the purposes of this paragraph the provisions as to occupation set out in sub-clause 4.6.5 hereinbefore contained shall apply but in any event shall not permit one occupier to let more than 2,500 square feet

4.7.1 Sainsburys will offer for sale or lease at least 400 square metres of land such area of land to be agreed between the parties within twelve months from the date hereof such agreement not to be unreasonably withheld but having regard to Sainsburys' operational requirements upon reasonable commercial terms for the construction thereon of a health centre or doctors surgery and subsequent use as such and such land shall not be used for any other purpose whatsoever before ten years from the date hereof

4.7.2 Until such time as the contracts for the purchase of the above-mentioned land are exchanged Sainsburys shall be entitled to use the Land as it so wishes

4.7.3 If contracts for the purchase are not exchanged within five years from the date hereof then Sainsburys shall be released from the obligation contained in Clause 4.7.1 and any entry registered to protect the interest shall forthwith be removed

4.8.1 Sainsburys will offer for sale or lease at least 400 square metres of land such land to be specified by Sainsburys and meets with the reasonable approval of the District Council upon reasonable commercial terms for the construction thereon of a public house and subsequent use as such and such land shall not be used for any other purpose whatsoever before ten years from the date hereof

4.8.2 Until such time as the contracts are exchanged for the purchase of the above-mentioned land Sainsburys shall be entitled to use the land as it so wishes

4.8.3 If contracts for the purchase are not exchanged within five years from the date hereof then Sainsburys shall be released from the obligation contained in Clause 4.8.1 and any entry registered to protect the interest shall forthwith be removed

4.9 No development of any kind will be carried out on Ladas Plantation without the Council's approval and at all times hereafter measures which meet with the approval of the District Council shall be taken to preserve its existing character

4.10 The Agreement to convey the site for the Community Hall shall be subject to the National Conditions of Sale (Twentieth Edition) and the Conveyances/Transfers of such site shall

(1) grant to the District Council rights of access to and egress from such site over the roads and footpaths constructed on the land within the perpetuity period and

- (2) except and reserve such easements rights and privileges as may reasonably be required by Sainsburys for the satisfaction and comprehensive development of the remainder of the land within the perpetuity period and
- (3) contain a covenant by the District Council with Sainsburys for the benefit of the remainder of the land and each and every part thereof not to use the site for the Community Hall otherwise than for leisure recreational or community purposes and other uses to which community centres or village halls are usually put to
- (4) contain a covenant by the District Council:-
 - (a) from the date of the completion of the Community Hall to pay a contribution of 12½% towards the cost incurred to maintain and repair the Car Park and access thereto unless and until the events mentioned in Clause 4.5.2 hereof take place in which case the District Council shall not be liable to pay any such contribution
 - (b) to keep in repair and clean and tidy the Community Hall constructed upon the Site
- (5) Completion of the acquisition shall take place 3 months after exchange of contracts

5. THE District Council and the County Council hereby consent to Sainsburys not granting any easement for the benefit of any land within the Growth Area and not comprising part of the land and not dedicating or procuring the provision of public highways or mains or other service media to such other land until the owner or owners of such land have entered into with Sainsburys an Agreement to pay to Sainsburys or as it may direct a sum not exceeding the total of firstly such proportion of any expenditure incurred by Sainsburys on facilities intended for the benefit of the Land and that other land as envisaged in the Local Plan and the Development Brief as directly attributable to the development of the other Land as carried out by the owner of that other Land and secondly such

proportion of any expenditure incurred by Sainsburys on facilities intended for the benefit of the Growth Area as a whole as envisaged in the Local Plan and the Development Brief which is not directly attributable to the development of the other Land or the Land as the open market value of the area of the developable part of that other Land bears to the open market value of the total developable area of Land within the Growth Area

6. THE District Council hereby further covenants with Sainsburys that upon failure by the District Council to give prior notification to Sainsburys of the name of the Parish Council or other person body or Authority ready willing and able to adopt the site for the Community Hall the District Council shall accept a Conveyance of the site for the Community Hall at the time specified in Clause 4.5 hereof

7. THE District Council and the County Council insofar as they lawfully may and without in any way fettering the future use of their respective statutory or other powers and subject to substantial performance of the obligations on the part of the Developers herein at the appropriate time or times HEREBY JOINTLY AND SEVERALLY COVENANT with Sainsburys to use their respective reasonable endeavours to enable the Land to be developed in the manner envisaged by the Planning Permission

8. ALL disputes or differences whatsoever which shall at any time hereafter whether during the continuance and effect of this Agreement or upon or after its discharge of determination arising between the parties hereto or any of them touching or concerning this Agreement or its construction or effect or as to the rights duties and liabilities of the parties hereto or any of them under or by virtue of this Agreement or otherwise shall be referred to a single arbitrator to be agreed upon by the parties hereto and in default of Agreement to be nominated by the President of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force and upon any and every such

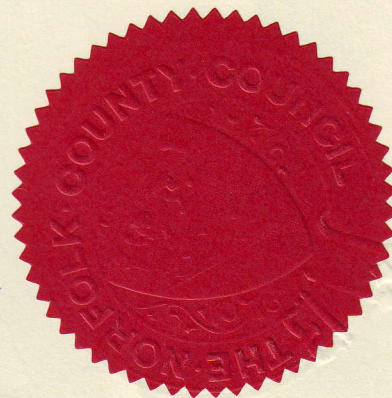
reference the arbitrator shall have power to take the opinion of such Counsel as he may think fit upon any question of law that may arise and in his discretion to adopt any opinion so taken and to obtain the assistance of such accountant surveyor valuer other expert as he may think fit and to act upon any statement of account survey valuation or expert assistance thus obtained

9. THIS Agreement supersedes and cancels all previous Section 52 Agreements which affect or are registered against the Land and the Council undertakes to cancel any entries which are registered against the Land

10 THE expressions 'Sainsburys' 'the County Council' and 'the District Council' shall where the context so admits include their respective successors in title

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written

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



R M Auton

Authorised to sign on behalf
of the County Solicitor

THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:)



3322

A handwritten signature in black ink, appearing to be "J. P. [unclear]", written over a horizontal line.

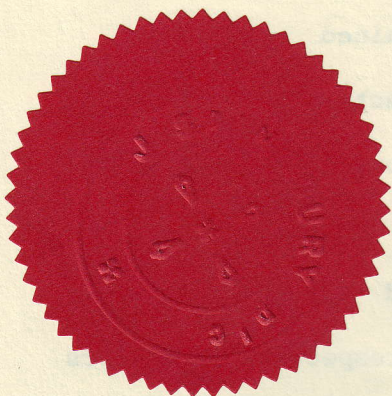
Deputy Director of Finance and Administration

~~Chief Executive~~

THE COMMON SEAL of J. SAINSBURY)

plc was hereunto affixed in)

the presence of:)



DIRECTOR
~~Authorised Signatory~~

A handwritten signature in blue ink, appearing to be "J. Sainsbury".

Secretary *P.R. Chambers*

ASSISTANT COMPANY SECRETARY



Dated

29th March

1988

B E T W E E N

NORFOLK COUNTY COUNCIL

and

BROADLAND DISTRICT COUNCIL

and

J. SAINSBURY plc

A G R E E M E N T

B.A.Yates,
Head of Legal and Administrative
Services,
Broadland District Council,
Thorpe Lodge,
Yarmouth Road,
Norwich,
NR7 0DU

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