

THIS AGREEMENT is made on 26th February 1999
BETWEEN:-

(1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road
Thorpe St Andrew Norwich Norfolk ("The Council")

(2) THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane
Norwich NR1 2SG ("the County Council") and PELHAM HOMES
DEVELOPMENTS LIMITED whose registered office is at Tubs Hill
House London Road Sevenoaks Kent TN13 1BL ("Pelham") both of
whom are together called "the Landowners"

(3) Barclays Bank PLC (comp. no. 1026167) of Loan Servicing
Centre 90 Tottenham Court Road London W1P 0EP ("the Chargee")

RECITALS

1. The Council is the district planning authority for the
purposes of the Act for the area within which the Site is
located except for the part of the Site adjacent to the Norwich
to Great Yarmouth railway line and to the west of Boundary Lane

2. The County Council is the freehold owner of the County
Council's Land and Pelham are the freehold owners of the Pelham
Land

3. The Chargee is chargee of the Pelham Land under a Legal
Charge dated 18th June 1998 and made between Pelham (1) and the
Chargee (2)

4. On 29th May 1997 the Council gave planning permission under
reference 950052 ("the 1997 Planning Permission") a copy of
which is annexed hereto for a business park comprising B1 B2
and B8 uses lakes open space landscaped areas car parking
footways cycle ways associated roads sewers and other services
a park and ride site a rail halt and the demolition of existing

buildings on part of the Site which part is referred to below as "the 1997 Site"

5. By a planning obligation ("the 1997 Obligation") made on 23rd May 1997 between the Council the County Council and Pelham Homes Ltd Pelham and the County Council have covenanted for themselves and their successors in title to the 1997 Site and parts thereof to provide bus services and traffic lights

6. Pelham is the successor in title to Pelham Homes Ltd and the Chargee is chargee of the Pelham Land but otherwise to date there are no other such successors in title

7. The development permitted by the 1997 Planning Permission has been begun for the purposes of section 56(2) of the Act and for the purposes of the definition of "the Commencement Date" in the 1997 Obligation

8. Pelham submitted to the Council on 22nd April 1998 an application ("the Application") for outline planning permission for extension of the business park on the part of the Site which is not the 1997 Site

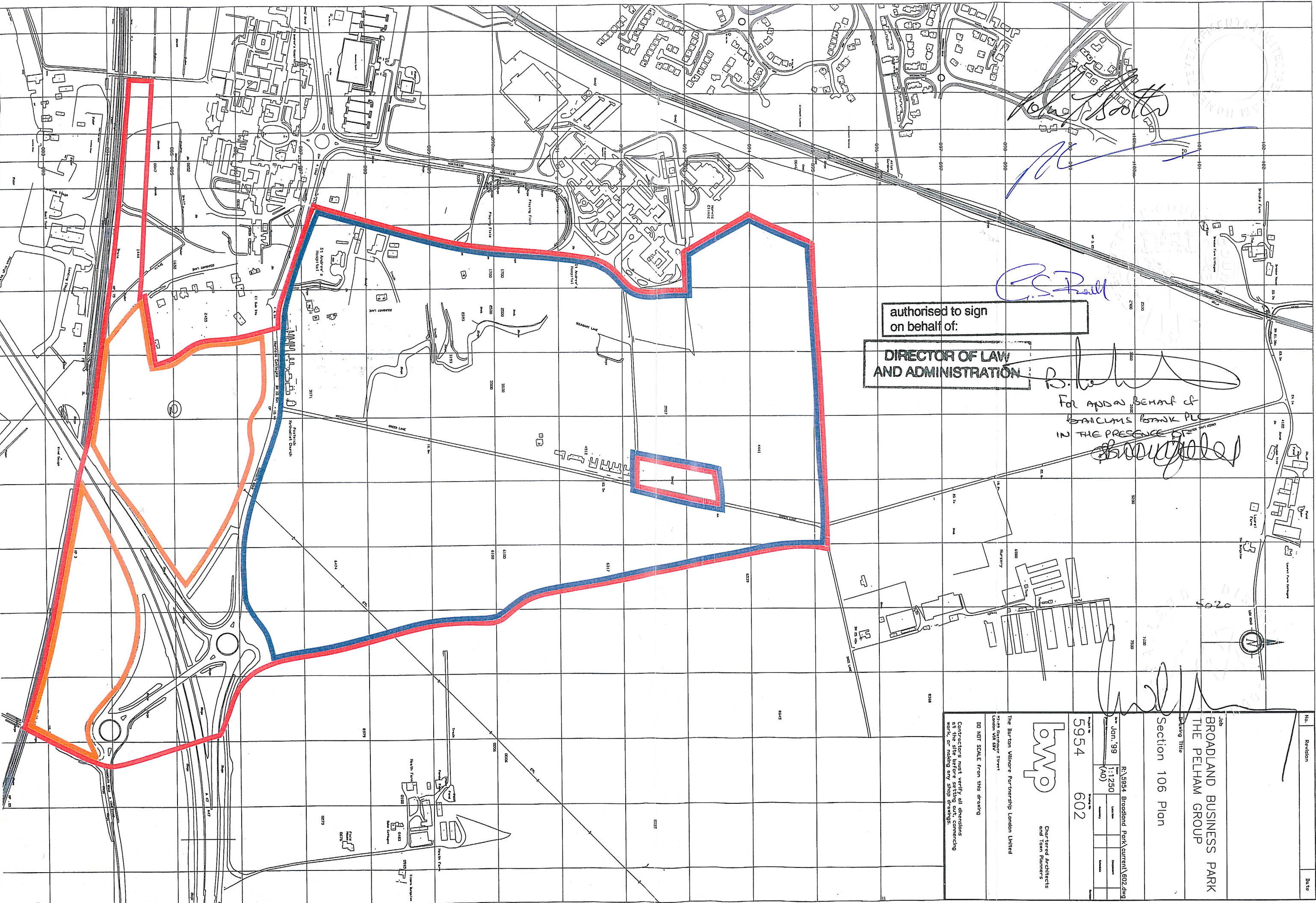
9. The Application has been given the Council's reference 980472

10. The parties to this deed have agreed to enter into this deed with the intention that the obligations contained in it may be enforced by the Council against the owner or owners for the time being of the Site or any part thereof

OPERATIVE CLAUSES

1. In this deed unless the context requires otherwise the following words and expressions have the respective meanings set out opposite to them:-

1.1 "the Act" the Town and Country
Planning Act 1990



authorised to sign
on behalf of:

**DIRECTOR OF LAW
AND ADMINISTRATION**

For ANDAS BEHOLD of
BANCUMS BANK PLC
IN THE PRESENCE OF

[Signature]

No.	Revision	Date
Job BROADLAND BUSINESS PARK THE PELHAM GROUP		
Drawing Title Section 106 Plan		
R:\5954 Broadland Park\current\602.dwg		
Date 10th Jan '99	Scale 1:1250 (A0)	Author [Signature]
Project No. 5954	Drawing No. 602	Revision [Blank]
bwp Chartered Architects and Town Planners		
The Barton Winmore Partnership London Limited 7-9a Gresham Street London W1R 6AV		
DO NOT SCALE from this drawing		
Contractors must verify all dimensions before commencing work, or making any shop drawings.		

- 1.2 "the County Council's Land" the land at Postwick Norfolk being part of the land registered at H.M. Land Registry under the number NK 2036 shown edged orange on the Plan
- 1.3 "the Development" a business park comprising use Classes B1 (business) B2 (general industrial) and B8 (storage and distribution) and land for park and ride and rail halt ancillary services and associated car parking in accordance with the Planning Permission and the 1997 Planning Permission
- 1.4 "the Occupation Date" the date of the commencement of occupation (other than in connection with the construction and management of the Development) of the first unit within the Development to be occupied (occupation for these purposes being effected whether or not the whole of the unit is occupied)
- 1.5 "the Pelham Land" the land at Thorpe St Andrew and Postwick with Witton in the County of Norfolk shown edged blue on the plan
- 1.6 "the Plan" the plan attached to this Agreement

1.7 "the Planning Permission" any planning permission which may be granted in pursuance of the Application

1.8 "the Site" the County Council's Land the Pelham Land and highway land together shown edged red on the Plan

1.9 The masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa

1.10 A reference to an Act of Parliament refers to the act as it applies at the date of this Agreement and any later amendment or re-enactment of it

1.11 A reference to a clause or schedule is a reference to a clause or schedule contained in this Agreement

1.12 References to any party in this Agreement shall include the successors in title of that party

2. This Agreement is made pursuant to section 106 of the Act and the obligations contained in this deed are planning obligations for the purposes of section 106 in so far as they fall within the terms of any of paragraphs (a) - (d) of subsection 106 (1)

3. In so far as any of the covenants contained in this deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

4. The Council is the local planning authority by which the planning obligations contained in this deed are enforceable

5. The covenants contained in this Agreement shall come into effect on the grant of the Planning Permission in the form of the attached draft in response to the Application at which time the covenants in the 1997 Obligation shall be discharged

6. The Landowners covenant with the Council to observe and perform the obligations set out in Part 1 of the Schedule in relation to the Development and the Council covenants with the Landowners to observe and perform the obligations set out in Part 2 of the Schedule

7. The covenants on the part of the Landowners contained in this Agreement shall not be enforceable against purchasers lessees mortgagees or chargees of individual plots forming part of the Development or against service supply companies in relation to any parts of the Site acquired by them for electricity substations gas governor stations or pumping stations

8. The Chargee hereby consents to the execution of this Agreement and acknowledges that subject as herein provided the Pelham Land shall be bound by the restrictions and obligations contained in Part 1 of the Schedule hereto and further acknowledges that its interest is not in an individual plot for the purpose of clause 7 of this Agreement

9. This Agreement shall be registered as a local land charge and the agreement which contains the 1997 Obligation shall upon the grant of the Planning Permission mentioned in clause 5 be removed from the register of Local Land Charges

THE SCHEDULE

Part 1

1. Green Lane Traffic Lights

Not more than 25,000 square metres of B.1. development within the Site pursuant to either or both of the Planning Permission and the 1997 Planning Permission shall be occupied before the installation of traffic lights in accordance with the requirements of the Highway Authority adjacent to the Green Lane rail bridge in the approximate position shown on the Plan or in such other position or positions as shall be approved by the Highway Authority

2. Provision of bus services

2.1 The sum of £105,000 ("the Commuted Sum") shall be paid to the Council on the Occupation Date

2.2 No building within the Development shall be occupied (other than in connection with the construction and management of the Development) whether in whole or in part until the Commuted Sum has been paid to the Council

2.3 The payment in paragraph 2.1 of this Schedule shall not be due and the restriction in paragraph 2.2 of this Schedule shall not apply if at the Occupation Date a contract has been entered with First Eastern Counties Buses Limited or some other bus company approved by the Council ("the Bus Company") for the provision throughout the period of five years from the Occupation Date of:

- (a) a half hourly bus service in each direction between the Site (and circulating within it) and Norwich City Centre from 7.30am until 6.00pm each day from Monday to Friday inclusive excluding public holidays using a

direct route along established bus routes stopping as required by passengers at all established bus stops and

- (b) a bus service between the Site (and circulating within it) and Hellesdon Parkway each day from Monday to Friday inclusive excluding public holidays comprising two services to the Site between the hours of 7.00am and 9.30am one service in each direction between 11.30am and 1.00pm and two services to Hellesdon Parkway between 4.30pm and 6.00pm using a direct route along established bus routes along the Norwich Northern Ring Road or to the North thereof stopping as required by passengers at all established bus stops

provided that all advance payments due to the Bus Company for the above services under the contract shall have been made on or before the Occupation Date

2.4 If by virtue of the provision of the bus services pursuant to paragraph 2.3 of this Schedule the Commuted Sum is not paid there shall be paid to the Council in respect of the service referred to in 2.3(a) the sum of £5904 forthwith upon cessation of that service earlier than five years after the Occupation Date and in respect of the service referred to in 2.3(b) the sum of £2741 forthwith upon cessation of that service earlier than 5 years after the Occupation Date and in respect of each service respectively of further such sums on the same day of each month thereafter as the day of the month of that cessation until other than at the expense of the Council the bus service described in paragraph 2.3(a) or (b) of this Schedule (as applicable) is resumed

2.5 For the purposes of paragraph 2.4 of this Schedule a service shall be deemed to have ceased if in any five consecutive working days twelve of the journeys described in paragraph 2.3(a) of this Schedule between the Site and Norwich City Centre or in any five consecutive working days three of the journeys described in paragraph 2.3(b) between the Site and Hellesdon Parkway in either case whether in the same or different directions are not both begun and completed unless that reduction in provision is agreed by the Council in writing in advance or is the unavoidable consequence of force majeure strikes inclement weather riot civil commotion or war.

2.6 For the purposes of paragraph 2.5 of this Schedule consecutive working days are days which are not Saturdays Sundays or bank holidays and which either follow each other immediately or are separated only by Saturdays Sundays or bank holidays

3. Restriction of Development

Development of the Site shall be restricted in accordance with the terms of conditions 22, 23, 25, 28 and 29 of the 1997 Planning Permission but with the words "the Application Site as shown on Drawing No.5954/30/RevA" of condition 22 thereof replaced for the purpose of this covenant by the words "the Site" importing the definition in sub-clause 1.8 of this Agreement

Part 2

1. The Council will repay any sums paid to it under this Schedule which are not expended in providing or attempting to provide bus services between the Site and either or both of Norwich City Centre and Hellesdon Parkway

2. Expenditure for the purpose of paragraph 1 of this part of this Schedule includes all costs of the Council including a proper allowance for the expenditure of the time of its officers incurred both directly and indirectly in the provision of such bus services including the preparation of accounts for the purpose of this part of this Schedule

3. Repayment due under paragraph 1 of this part of this Schedule:

(a) of any part of the Commuted Sum shall be no later than five years and six months after the Occupation Date;

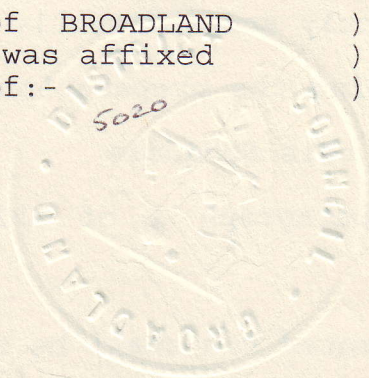
(b) of any sum to be paid to the Council by virtue of paragraph 2.4 of part 1 of this Schedule shall be no later than six months after resumption other than at the expense of the Council of the respective bus service

4. The repayments due to the Landowners pursuant to this part of this Schedule shall carry interest at the base rate from time to time of Barclays Bank Plc on the amount of the repayment from the date of payment to the Council until the date of repayment.

5. The Council will use reasonable endeavours to seek to ensure that bus services provided by the expenditure of money paid to the Council under this Schedule are provided at reasonably competitive rates making allowance where reasonably possible for fares paid by passengers

Executed as a deed on the date specified at the commencement of
this agreement

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



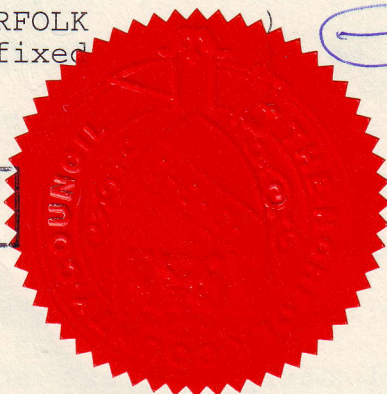
[Signature]
Director of Planning &
Community Services

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

[Signature]
C. S. Russell

authorised to sign
on behalf of:

**DIRECTOR OF LAW
AND ADMINISTRATION**



THE COMMON SEAL of PELHAM HOMES
DEVELOPMENTS LIMITED was affixed
in the presence of:-



[Signature]
[Signature]

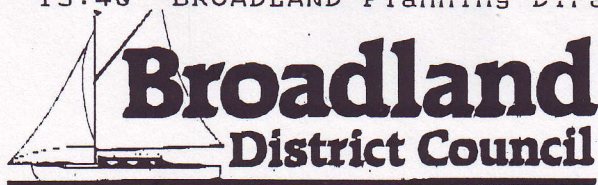
of BARCLAYS LOAN SERVICING CENTRE
in exercise of the power
conferred upon him by the Power
of Attorney dated the
has hereto set the name of the
said Barclays Bank Plc as a deed

In witness whereof Brian Robertson of Barclays Loan Servicing Centre
in exercise of the Power conferred upon him by a Power of Attorney
dated the 14TH OCTOBER 1998
has hereunto set the name of the said Barclays Bank PLC as a deed.

[Signature]
B. Robertson

IN THE PRESENCE OF:

[Signature]



DRAFT

OUTLINE PLANNING PERMISSION

Agent

BARTON WILLMORE PLANNING P,SHIP
6TH FLOOR
VENTURE HOUSE-
27-29 GLASSHOUSE STREET
LONDON W1R 6BW

Date of Receipt

28 Apr 98

Applicant

PELHAM HOMES DEVELOPMENT LTD
TUBS HILL HOUSE
LONDON ROAD
SEVENOAKS
KENT TN13 1BL

Application No.

980472

Decision Date

24 Jun 98

Date

24 Feb 99

Description and Location of Development

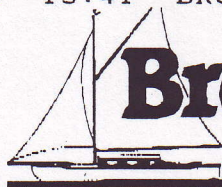
BUSINESS PARK COMPRISING B1,B2 AND B8
USES, LANDSCAPE AREAS AND CAR PARKING, ASSOCIATED
ROADS, SEWERS AND OTHER SERVICES, FOOTWAY AND
CYCLEWAYS AND DEMOLITION OF BUILDING (OUTLINE)

AT:- ST ANDREWS HOSPITAL NORTHSIDE, YARMOUTH ROAD,
THORPE ST ANDREW.

TOWN AND COUNTRY PLANNING ACT 1990

The Council in pursuance of powers under this Act GRANTS OUTLINE PLANNING PERMISSION for the development referred to above in accordance with the submitted plans and application forms subject to the following conditions.

1. Approval of the details of the siting, design and external appearance of the site (hereinafter called the "reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.
2. Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 7 years from the date of this permission.
3. The development hereby permitted shall be begun either before



Broadland

District Council

the expiration of 9 years from the date of this permission, or before the expiration of 2 years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

4. Approval of the details of the internal road, footpath and cycleway network, the service areas, street and in-curtilage lighting, the provision for storage and removal of refuse, the manner and treatment of water courses, all surface water drains, all foul sewers, the provisions for parking, loading, unloading and manoeuvring of vehicles and all walls, fences and other means of enclosure (hereinafter together called "the further reserved matters") shall be obtained from the Local Planning Authority in writing before any development is commenced.

5. Plans and particulars of the reserved matters and of the further reserved matters shall be submitted in writing to the Local Planning Authority for approval and those matters shall be carried out as approved.

6. If approval is given by the Local Planning Authority of part only of the reserved matters, and the further reserved matters, the parts of the development for which all relevant reserved matters and further reserved matters have thereby been approved may be carried out notwithstanding that reserved matters or further reserved matters may not have been approved for other parts of the development.

7. Before each building within the development hereby permitted is commenced a scheme indicating the provision to be made for disabled people to gain access to that building shall have been submitted to and approved by the Local Planning Authority. The agreed scheme for that building shall be implemented before that building is brought into use.

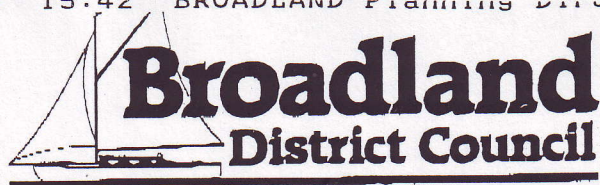
8. No building (with ancillary works) on the application site shall be completed until the approved surface water sewers for that building have been constructed or occupied until the approved foul water sewer for the building has been constructed.

9. All road and all footpath drainage shall be taken by way of a positive piped system and shall not be taken to soakaways.

10. The internal road layout shall provide a satisfactory route for buses to serve the business park with bus stops within 400 metres of any individual unit within the development, including bus gates/bus only roads to ensure satisfactory circulation for public service vehicles where such routes are not provided for other traffic.

11. The cycleway network shall serve the whole development and be linked westwards into the St Andrews Business Park.

12. Prior to being discharged into any watercourse or surface



water, sewer or soakaway system, all surface water drainage from parking areas and hard standings shall be passed through an oil interceptor designed and constructed to have a capacity and details compatible with the site being drained. Roof water shall not pass through the interceptor.

13. No development shall take place until there has been submitted to and approved by the Local Planning Authority a scheme of landscaping which shall include indications of all existing trees and hedgerows on the land and details of any to be retained together with measures for their protection in the course of development and arrangements to be made for the permanent maintenance of the landscaped areas.

14. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the building or the completion of the development whichever is the sooner; and any trees or plants which may within a period of five years from the completion of the development die are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species unless the Local Planning Authority gives written consent to any variation.

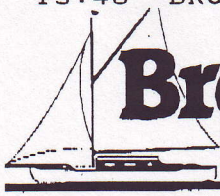
15. Prior to the commencement of any works on the application site, the existing trees that by virtue of condition 15 above, are to be retained, shall be enclosed by chestnut pale fencing at least 1.2 metres high erected in accordance with the requirements specified in the attached policy note. Such fencing shall remain in place for the duration of the building work on that phase of the development and the areas enclosed shall remain free of all obstructions, building materials, machinery, equipment and excavations. Any tree within 20 metres outside the boundary of a phase of the development shall be protected as if it were within the boundary of that phase.

16. Within the red land identified on Plan No.5954/OA35B, no more than 40% shall be in uses which are within Classes B2 and B8 of the Town and Country Planning (Use Classes) Order 1987.

17. No part of the application site shall be used for a purpose falling within the former Classes B3, B5, B6 and B7 of that order. A copy of Classes B3, B5, B6 and B7 is attached hereto.

18. Within the red land, identified on Plan No.5954/OA35B, no more than 80% shall be in uses which are within Class B1 of the Town and Country Planning (Use Classes) Order 1987.

19. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order with or without modification) there shall be no change of use of any building on the site between Classes B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 - if such



Broadland

District Council

change would breach the constraints contained in Conditions 16 and 18.

20. Within the red land identified on Plan No. 5954/OA35B, which is developed for uses within Class B1 of the Town and Country Planning (Use Classes) Order 1987, the ratio of building floor space to plot area (excluding estate roads, structural landscaping and other ancillary structures such as electricity substations and pumping stations) shall not exceed 20% overall and shall not exceed 25% on individual plots.

21. Within the red land identified on Plan No. 5954/OA35B, which are developed for uses within Classes B2 and B8 of the Town and Country Planning (Use Classes) Order 1987, the ratio of building floor space to plot area (excluding estate roads, structural landscaping and other ancillary structures such as electricity substations and pumping stations) shall not exceed 30% overall and shall not exceed 35% on individual plots.

22. Prior to any development taking place details of the existing and final site levels to be submitted to and approved by the Local Planning Authority and development shall be carried out in accordance with those details.

The reasons for the conditions are:-

1. Required to be imposed pursuant to Section 92 of the Town and Country Planning Act, 1990.

2. Required to be imposed pursuant to Section 92 of the Town and Country Planning Act, 1990.

3. Required to be imposed pursuant to Section 92 of the Town and Country Planning Act, 1990.

4. To ensure the satisfactory development of the site.

5. To ensure the satisfactory development of the site.

6. To ensure a satisfactory pattern of development.

7. To ensure the development is accessible to those with disabilities.

8. To ensure the satisfactory development of the site.

9. To ensure that roads/footpaths/cycleways are constructed to a standard to enable them to be taken over as public repairable highways.

10. To ensure that a sustainable public transport service can be provided to serve the development.

11. To secure an orderly and well designed development.



12. To ensure the satisfactory development of the site.
13. In the interests of visual amenity and to enhance the amenity of the locality.
14. To ensure the proper development of the site without prejudice to the amenities of the area.
15. To ensure the proper development of the site without prejudice to the amenities of the area.
16. To ensure the satisfactory development of the site.
17. To ensure the satisfactory development of the site.
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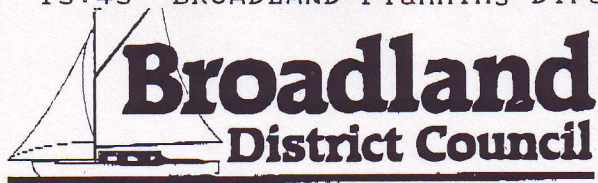
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INFORMATIVE
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This permission is subject to a related agreement under Section 106 of the Town and Country Planning Act 1990.

The applicant's attention is drawn to the need to consider, in submitting the reserved matters application for the land to the east^{side} of the St Andrews Hospital Building (Northside), the need to secure and protect the setting and views of these buildings.
~~from within the business park.~~

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NOTES
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1. If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice on this point can be obtained from the Building Control Section of the Development Directorate.



.....
Director of Planning & Community Services
Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU.

Dated 26th February 1999

(1) Broadland District Council

(2) Norfolk County Council

and

Pelham Homes Developments
Limited

(3) Barclays Bank Plc

Planning Obligation relating to
The Broadland Business Park
Thorpe St. Andrew Norwich Norfolk

Steele & Co
Solicitors
2 The Norwich Business Park
Whiting Road
Norwich
NR4 6D

Ref: GW/EP/JM/9800.294T