

THIS AGREEMENT is made the 10th day of September One thousand nine hundred and eighty-six

BETWEEN THE NORFOLK COUNTY COUNCIL ("the County Council") of the first part and BERNARD MATTHEWS PLC whose registered office is situate at Great Witchingham Hall Great Witchingham in the County of Norfolk ("the Owners") of the second part

WHEREAS:

(1) The Owners are the Owners in fee simple of the land off Hall Road (C270) at Great Witchingham shown edged red on the plan annexed hereto ("the said land")

(2) The County Council is the Highway Authority within the meaning of the Highways Act 1980 for the area within which the said land is situated

(3) The Owners have applied to the Broadland District Council for planning permission under the Town and Country Planning Act 1971 to erect a cold store and food processing factory on the said land under reference number 01/86/0938 ("the said development") and the Broadland District Council has resolved to grant such permission upon the owners entering into this Agreement

(4) There are highway objections to the said development which can be overcome by the carrying out of the works ("the works") shown on the annexed plan and described in the Schedule hereto

(5) This Agreement is considered to be of benefit to 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 278 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply to the covenants hereinafter provided

2. It is hereby agreed in pursuance of Section 278 of the Highways Act 1980 as follows:-

(i) In consideration of the agreements contained in Clause 2(ii) and 2(iii) below the County Council hereby undertake to commence the works (themselves or by a contractor) within twelve months of the date hereof

(ii) The Owners hereby agree to pay to the County Council such sum or sums as represents the actual cost of the works (including general items contingencies design superintendence administration legal costs and disbursements)

(iii) On completion of the works or any part thereof the Owners hereby agree to pay forthwith upon production of the Certificate of the Surveyor of the County Council (which said certificate shall be binding on the Owners) a sum representing the actual cost of the works or any part thereof *but so as not to exceed the sum of £35,000 excluding value added tax.*

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OK (iv) The County Council may discharge the agreement to undertake the works in part or in whole without compensation in the event that they are unable to undertake the same by reasons of physical impossibility

(v) The County Council may in their absolute discretion defer the execution of the works or any part or parts thereof upon receipt of a written request from the Owners

3. In pursuance of Section 52 of the Town and Country Planning Act 1971 the Owners hereby covenant that the said development shall not be brought into use until after the works have been completed

4. The Owners hereby covenant that they will before the works are commenced enter into a Bond with an Assurance Company Guarantee Society Bank or like body approved by the County Council in the total sum of THIRTY FIVE THOUSAND POUNDS as a guarantee for the due performance by the Owners of the covenant set out in 2(iii)

5. The Owners hereby covenant that they will upon completion of the works dedicate to the County Council the land between points H and J on the attached plan

6. This Agreement will have effect from the date hereof subject only to the right of the Owners to terminate this Agreement by notice in writing to the County Council in the event that conditional planning permission is not granted for the said development within nine months from the date hereof and subject also but not further or otherwise to the provisions of Clause 2(iv) hereof

7. The expressions "the County Council" and "the Owners" shall include their respective successors in title or assigns

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

SCHEDULE 1

The improvement of the C270 (Hall Road and Porter's Lane) Great Witchingham as follows:-

Length A-B (on the annexed plan)

to be haunched out to give an overall width of 5.5 metres

Length E-F (on the annexed plan)

(i) the kerb from point D going south towards the bridge to be swung to the east and brought into the kerb width of the bridge shortly before reaching it

(ii) an additional reflection post to be provided

Length D-G (on the annexed plan)

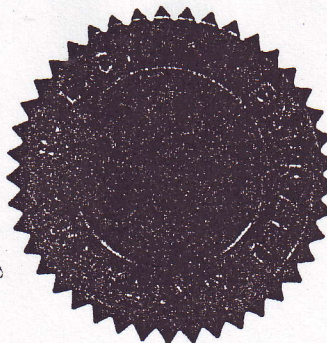
(i) to be haunched out on the southern side of the carriageway to provide an overall width of 5.5 metres

(ii) British Telecom apparatus to be resited in accordance with their requirements

Length H-J (on the annexed plan)

to be widened to provide an overall carriageway width of 6.7 metres

THE COMMON SEAL of BERNARD)
MATTHEWS PLC was hereunto)
affixed in the presence)
of:-)

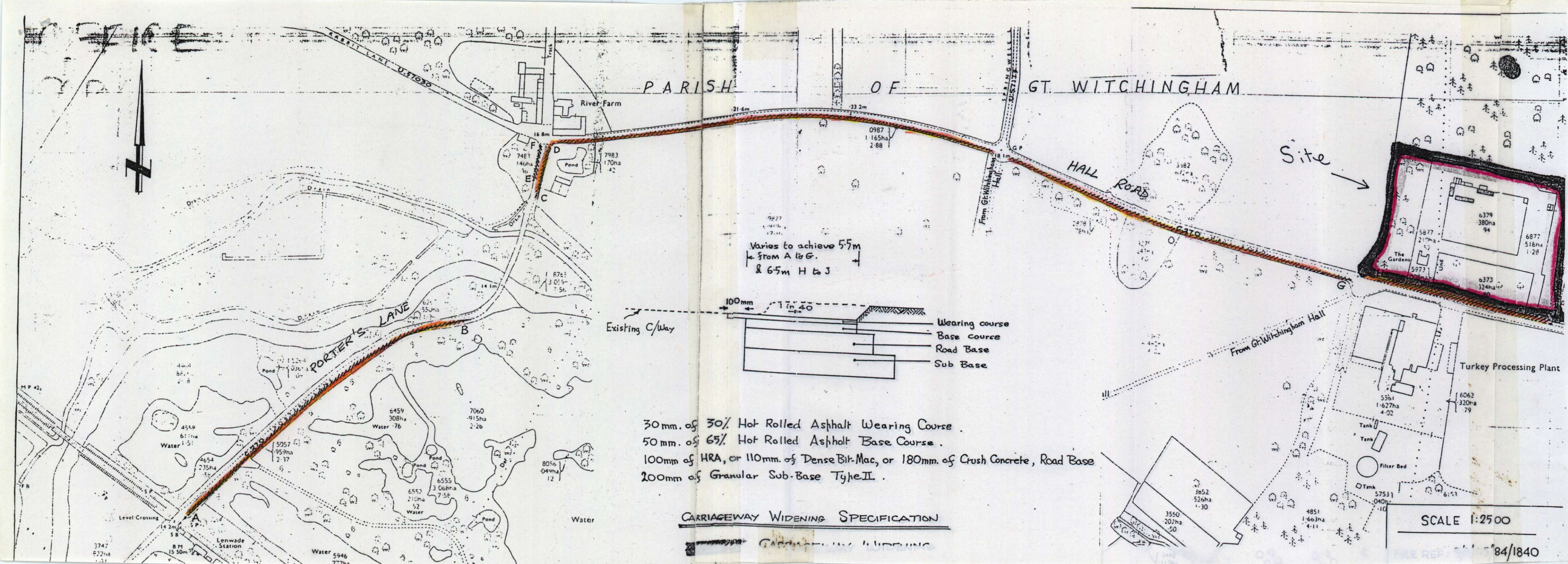


[Signature] *1.1.11* *DIRECTOR*
[Signature] *SECRETARY*

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



[Signature] County Solicitor



DATED 10th September 1986

THE NORFOLK COUNTY COUNCIL

— AND —

BERNARD MATTHEWS PLC

A G R E E M E N T

under Section 52 of the Town and Country
Planning Act, 1971 relating to land at
Great Witchingham

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