

DATED

27<sup>th</sup> May  
✓

1997

EASTERN ELECTRICITY plc

- and -

BROADLAND DISTRICT COUNCIL

**AGREEMENT**

Under Section 106 of the  
Town & Country Planning Act 1990

- relating to -

freehold property at  
Boundary Park Boundary Road  
Hellesdon Norwich Norfolk

EVERSHEDS  
Paston House  
Princes Street  
Norwich NR3 1BD

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AN AGREEMENT made on 27<sup>th</sup> May 1997

BETWEEN:-

(1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, Yarmouth Road, Thorpe, Norwich NR7 0DU ("the Council")

(2) EASTERN ELECTRICITY PLC (Company Number 2366906) whose registered office is at Wherstead Park, Wherstead, Ipswich, Suffolk IP9 2AQ ("the Landowner")

#### RECITALS

1. The Council is the local planning authority for the purposes of the Act for the area within which the Land is located
2. The Landowner is the freehold owner of the Land free from incumbrances
3. The Landowner has submitted the Application to the Council and the Council is concerned to ensure that the development of the Land is carried out in a proper manner and that the Landowner will make appropriate provision for public open space within the Land
4. The parties have agreed to enter into this Agreement with the intention that the obligations contained in it may



be enforced by the Council against the Landowner or any person or persons deriving title from it

### OPERATIVE CLAUSES

1. In this Agreement 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

1.2 "the Application" an Application for outline planning permission for the carrying out of a development at Boundary Road, Norwich for the erection of a retail warehouse made by the Landowner and carrying the reference 95.0095

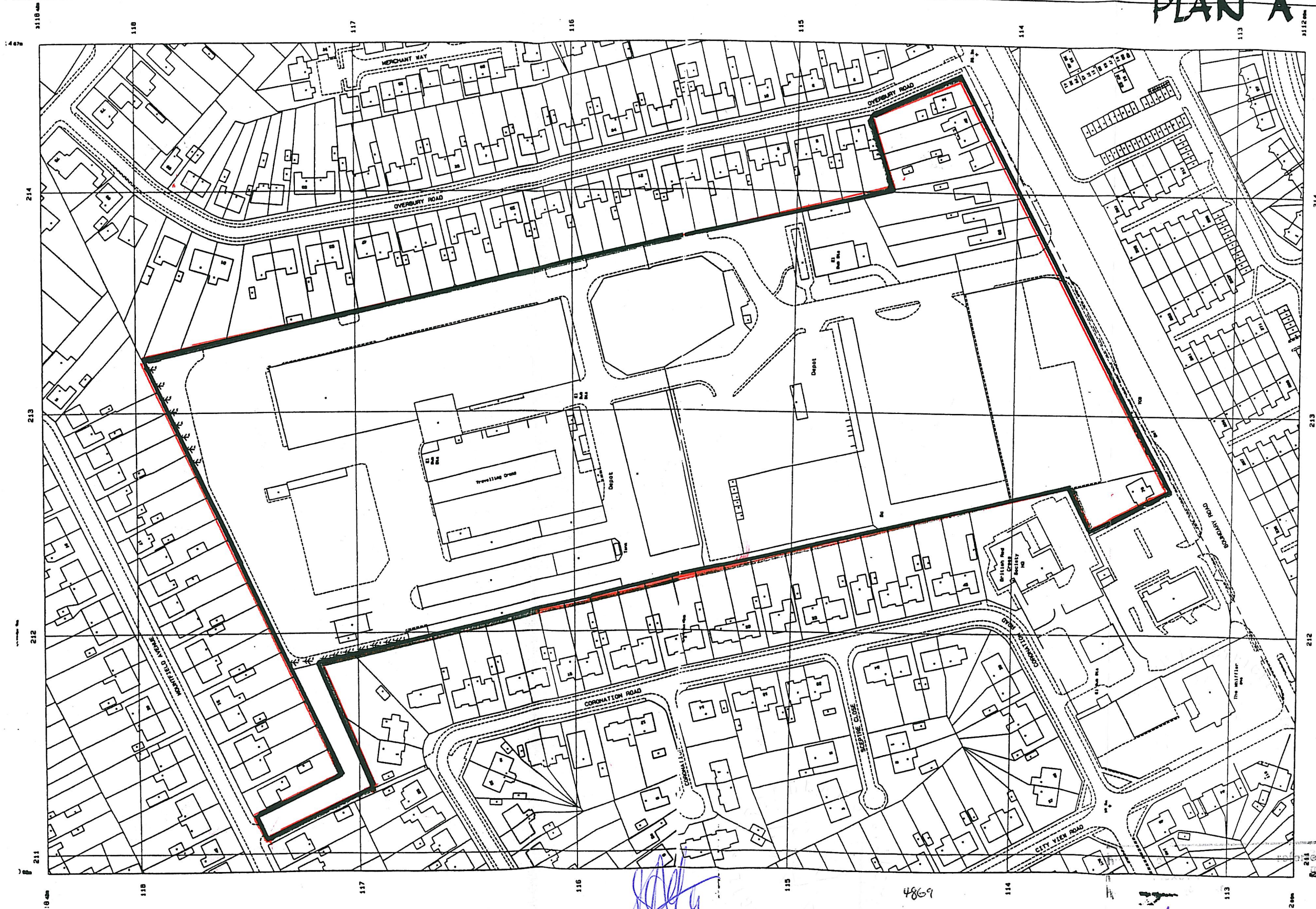
1.3 "the Development" the development of the Land together with associated works and areas of open space in

accordance with the  
Planning Permission.

- |     |                       |  |
|-----|-----------------------|--|
| 1.4 | "the Land"            | the freehold land at Boundary Road, Norwich shown for the purposes of identification only edged red on Plan "A"                      |
| 1.5 | "the Open Space"      | that part of the Land as is shown on Plan "B" and edged green  |
| 1.6 | "the Landscape Works" | the works referred to in Clause 2 of the First Schedule  |
| 1.7 | "the Licence Land"    | the area of land at Boundary Road, Norwich owned by the Landowner and for the purposes of identification only edged blue on Plan "B" |
| 1.8 | "Plan A and Plan B"   | the Plans attached to this Agreement   |



# PLAN A



*[Handwritten signature]*

4869

*E. J. Keen*



# PLAN B

This is the referred to  
in the annexed made  
the day of  
*E. J. Heam* Solicitor





1.9 "the Planning

Permission"

any planning permission  
which may be granted in  
pursuance of the  
Application

2. This Agreement is made under Section 106 of the Act and the obligations contained in it are planning obligations for the purposes of that Section insofar as they fall within the terms of sub-section 106(1)
3. Insofar as any of the covenants contained in this deed are not planning obligations within the meaning of the Act they are entered into under the powers contained in Section 111 of the Local Government Act 1972 and all other enabling powers
4. The Council is the local authority by which the planning obligations contained in this Agreement are enforceable
5. The covenants contained in this Agreement shall only come into effect on the commencement of the Development
6. No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the

Land or any part of the Land in respect of which such breach occurs

7. The Landowner covenants with the Council to observe and perform the covenants set out in the First Schedule in relation to the Development
8. This Agreement shall be registered as a local land charge

#### THE FIRST SCHEDULE

##### (obligations of the Landowner)

1. Within six months from the commencement of the Development to demolish existing structures break up hard standings and remove surplus materials from the Open Space
2. Within the first planting season following completion of the works under paragraph (1) above to carry out landscape works in accordance with the scheme to be submitted to and approved by the Council and which will follow the concept described in the Second Schedule
3. Upon completion of the work identified under paragraph (2) above to transfer the freehold of the Open Space to the Council and the transfer to the Council shall be substantially in the form annexed



4. Simultaneous with completion of the transfer identified under paragraph 3 above to grant the Council a Licence to occupy the Licence Land free of any charge or outgoings such Licence to cease in the event that the Landowner requires possession of the Licence Land upon the Landowner first giving not less than three calendar months notice in writing to the Council. Such notice to be addressed to the Chief Executive
5. On termination of the Licence the Landowner shall erect and thereafter maintain a fence between the Open Space and the Licence Land of a type and style similar to the fencing along the remaining boundary between the Open Space and the remainder of the Land
6. Upon completion of the transfer to the Council under 3 above to pay to the Council maintenance costs in respect of the Open Space in the sum of £44,000
7. When development is begun as defined by Section 56 of the Town and Country Planning Act 1990 to pay to the Council the sum of £16,600 to enable the Council to fence the Open Space Land



## SECOND SCHEDULE

### BOUNDARY PARK OPEN SPACE - DESIGN CONCEPT

The Open Space design shall indicate numbers, species, spacings and stock sizes for all planting stock. It shall indicate proposed quality of topsoil and levels and will incorporate ground modelling to create interest and containment together with provision for informal play earthworks and structures. Manufactured play equipment is to be specifically excluded from the design. A pedestrian/cycleway link is to be provided across the site and lighting to this route will be provided. Care shall be taken in the preparation of the design to address the security of rear gardens abutting the Open Space. All works will be subject to a landscape scheme to be submitted to and approved by the Council.

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:-

Director of Services and Solicitor to the Council





THE COMMON SEAL OF EASTERN ELECTRICITY plc  
was affixed in the presence of:-

Director

*E. J. Loran*  
*Group Solicitor.*



*ALB 2*

Secretary