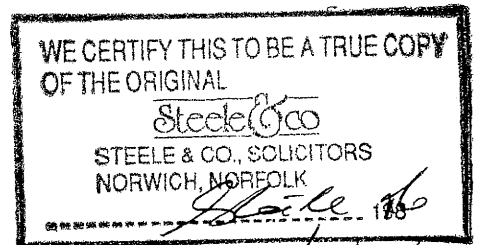


DATED 1st October 1996

NORFOLK COUNTY COUNCIL (1)
ASDA STORES LIMITED (2)
BURWOOD HOUSE INVESTMENTS LTD (3)
BROADLAND DISTRICT COUNCIL (4)
MCLAGAN INVESTMENTS LTD (5)
PROPERTY PARTNERSHIPS (6)

A G R E E M E N T

under Section 106 of the Town and
Country Planning Act 1990 relating to
land at Hellesdon

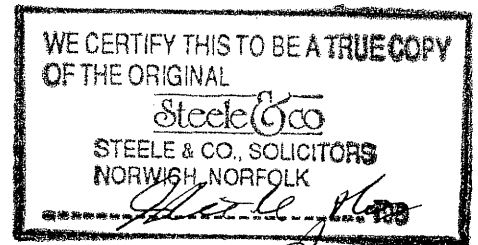


Nicholas Hancox
Director of Legal Services
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2SH

THIS AGREEMENT is made the 1st day of October One thousand nine hundred and ninety-six

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part ASDA STORES LIMITED ("the Owners") of Asda House Great Wilson Street Leeds LS11 5AD of the second part BURWOOD HOUSE INVESTMENTS LIMITED ("Burwood") of Asda House Great Wilson Street Leeds LS11 5AD of the third part BROADLAND DISTRICT COUNCIL ("Broadland") of Thorpe Lodge Yarmouth Road, Norwich NR7 0DU of the fourth part MCLAGAN INVESTMENTS LIMITED ("McLagan") of Great Wilson Street Leeds LS11 5AD of the fifth part and PROPERTY PARTNERSHIPS PUBLIC LIMITED COMPANY of Noverre House Theatre Street Norwich NR2 1RH of the sixth part

WHEREAS:-



- (1) Burwood and Broadland are between them the owners in fee simple in possession of the land shown edged red on the attached plan ("the Land")
- (2) McLagan the Owner and NSV are between them the holders of all of the leasehold interests in the Land
- (3) 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

- (4) The Owners have made application to the Broadland District Council (reference 95.1296) and the Norwich City Council (reference 4.95.0572/F) ("the Applications") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop the Land by the construction of a petrol filling station and the formation of new accesses and egresses to and from the Land from Boundary Road ("the Development")
- (5) There are highway objections to the Development which can only be overcome by the works specified in Schedule 1 hereto ("the Works")
- (6) The County Council are satisfied that this agreement will be for the benefit of the public
- (7) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended)
- (8) The obligations created by this Deed are enforceable by the County Council

N O W THIS DEED WITNESSETH as follows:-



Map Management
Engineering Services
Room 809
County Hall
Martineau Lane
Norwich
NR1 2UF

ASDA
by swuser at 05/06/96 10:20

Norfolk County Council

Local Authority No. 078750

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SEAL
OF
BRADWELL
DISTRICT
COUNCIL

Scale 1:2500
Date 05/06/96

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 (unless otherwise agreed in writing with the County Council as part of the Traffic Management Plan referred to in Clause 3(ii) below) in the event of planning permission being granted in respect of the Application no part of the Development shall be brought into use until the completion (at the expense of the Owners) of the Works to the reasonable satisfaction of and in accordance with the reasonable requirements and specifications of the County Council
3. The Owners hereby covenant with the County Council that no part of the Works shall be commenced:-
 - (i) unless at least 28 days before the commencement of the Works they have provided a Bond of Surety with Norwich Union Life Assurance Society Limited or another Assurance Company Guarantee Society Bank or like body approved by the County Council in the fixed total sum of NINE HUNDRED THOUSAND POUNDS (£900,000) as a guarantee for the due performance by the Owners of the covenant in Clause 2 PROVIDED THAT if the Works have not been commenced within twelve months of the date of this Agreement the sum for which the Bond is to be given shall be reviewed and amended to such

sum as the County Council may reasonably determine to take account of increased costs

- (ii) until such time as a detailed traffic management plan ("The Traffic Management Plan") has been submitted to and agreed in writing with the County Council to facilitate the management of traffic in the vicinity of the Works during the carrying out of the Works the Traffic Management Plan to include the Programme of Works for the construction of the temporary customer and staff car parking arrangements and access arrangements for both service and emergency vehicles

- 4. The Owners hereby covenant that with effect from the commencement of the Development they will comply with the Traffic Management Plan and that no development shall be carried out unless the Traffic Management Plan is fully complied with
- 5. The Owners hereby covenant that within 12 months from the date of the commencement of the Development they will implement to the reasonable satisfaction of Norfolk County Council the highway landscaping scheme as shown in principle on Drawing No: 95001/23D attached ("the Scheme") or such other drawing as may from time to time be agreed by the County Council (such agreement not to be unreasonably withheld or delayed)

6. The Owners further covenant with the County Council that no part of the Scheme shall be commenced unless at least 28 days before the commencement of the Scheme they have provided a Bond of Surety with an Assurance Company Guarantee Society Bank or like body approved by the County Council in the total sum of THIRTY THOUSAND POUNDS (£30,000) as a guarantee for the due performance by the Owners of the covenant in Clause 5 PROVIDED THAT if the Scheme has not been commenced within twelve months of the date of this Agreement the sum for which the Bond is to be given shall be reviewed and amended to such sum as the County Council may reasonably determine
7. The County Council hereby agree to the Scheme being carried out by the Owners or by a contractor introduced by the Owners subject to the conditions set out in Schedule 4 and the County Council agrees to comply with the obligations on its part contained in Schedule 4
8. It is hereby agreed that on the date that completion of the Scheme shall be certified pursuant to Paragraph (7) of Schedule 4 then the amount of the Bond as set out in Clause 6 of this Agreement shall be reduced by 50% and the remaining 50% shall be discharged on the fifth anniversary of such certificate provided that the Scheme has been maintained in accordance with Paragraph (8) of Schedule 4 or if later upon completion of any identified remedial works and the County Council agrees that upon completion of the Scheme pursuant to Paragraph (7) of Schedule 4 it shall issue a written certificate of completion of the Scheme and shall forward a copy of such

certificate to the Owners Solicitors Messrs Eversheds of Cloth Hall Court
Infirmary Street Leeds LS1 2JB reference P.SBR and that upon the fifth
anniversary of such certificate or if later upon completion of any identified
remedial works under Paragraph (8) of Schedule 4 it shall issue a written
certificate to that effect and shall provide a copy direct to the Owners said
Solicitors

9. The Owners hereby covenant with the County Council to pay to the County Council within 28 days of receiving written notice from the County Council so to do a sum calculated in accordance with the formula set out in Schedule 3 ("the Contribution") Such sum to be applied by the County Council only towards the future costs incurred by the County Council in connection with the maintenance of the Works
10. The Owners hereby covenant with the County Council that before the commencement of the Development they shall pay to the County Council the sum of £20,000 as a contribution towards the future evaluation by the County Council of the waiting restrictions along Whiffler Road the provision by the County Council of waiting restrictions (including the promotion of the necessary Orders lining and traffic signs) and the construction by the County Council of a ghost island right turn facility on Drayton Road at its junction with Whiffler Road
11. The Owners hereby covenant with the County Council that before the commencement of the Development they shall pay to the County Council the

sum of £40,000 (which the County Council shall pass to Norwich City Council) as a contribution towards the future provision of cycle facilities as specified in Schedule 5

12. The County Council covenants with the Owners in respect of the payment to be made to it under Clause 10 that it shall hold the sum of money in an interest bearing account and such money that has not been used within 5 years from the date of payment shall be returned to the Owners with interest actually accruing thereon
13. The County Council covenants with the Owners in respect of the payment to be made to it under Clause 11 that it shall hold the sum of money in an interest bearing account and such money that has not been used within 5 years from the date of payment shall be returned to the Owners with interest actually accruing thereon
14. The Owners Burwood McLagan and Broadland hereby covenant with the County Council that they will upon completion of the Works and at no cost to the County Council dedicate to the County Council the land shown edged blue on the attached plan number 5296/4D
15. The Owners hereby covenant with the County Council that upon adoption of the Works they will pass to the County Council copies of all "as built" drawings documents and maintenance records for the Works in a form and

reasonable quantity to be approved by the County Council such approval not to be unreasonably withheld

16. (1) The Owners hereby covenant with the County Council that they shall obtain (at no cost to the County Council) all necessary statutory consents orders licences and the like prior to the commencement of the Works and the Scheme
 - (2) Without prejudice to Clause 16(1) the Owners hereby covenant with the County Council that they shall apply for and use all reasonable endeavours to obtain (at no cost to the County Council) an order for the closure of that part of the cul-de-sac off Boundary Road as is shown as being closed on Plan Number 5296/4D pursuant to Section 247 of the Act
 - (3) The County Council hereby covenants with the Owners and McLagan that it will not make or lodge any objection to the granting of the order referred to in Clause 16(2) and will at the request of the Owners give such support as is reasonable to the application for the order
17. (1) The Owners hereby covenant with the County Council that during the carrying out of the Works they shall comply and shall use their reasonable endeavours to ensure that their contractors and sub-contractors and suppliers comply with all such reasonable requirements of the County Council as relate to:-

- (a) The routing of construction traffic visiting and leaving the Land
 - (b) The provision of any traffic signing and traffic control measures which the County Council considers reasonably necessary as a result of the carrying out of the Works or of any statutory undertakers work necessitated by the Works or the Works
- (2) The Owners hereby further covenant with the County Council that during the carrying out of the Development:-
- (a) They shall use all reasonable endeavours to ensure that at all times all highways and private accesses in the vicinity of the Land shall be kept free of any obstruction caused by the carrying out of the Development and if the County Council so reasonably requires that any temporary traffic signing and traffic control measures referred to in Clause 17(1)(b) above are removed
 - (b) except as may be agreed with the County Council and except in connection with carrying out works to the public highway they shall use all reasonable endeavours to ensure that construction traffic does not load or unload materials within the public highway at any time

- (3) The Owners hereby covenant with the County Council that during the carrying out of the Development they shall provide within the Land such wheel-washing equipment as is necessary to ensure that vehicles leaving the Land during the carrying out of the Development are in a clean condition to the reasonable satisfaction of the County Council
- (4) The Owners hereby covenant with the County Council that during the carrying out of the Development they shall use their best endeavours to ensure (a) the inspection of roads in or in the vicinity of the Land at such intervals as may be considered reasonably necessary by the County Council but at least on a daily basis and (b) that such action as is necessary is taken forthwith to secure the clearance from such roads of any mud soil or other materials deposited on the said roads by vehicles belonging to their contractors sub-contractors and suppliers leaving the Land during the carrying out of the Development

18. (1) In this Clause:-

- (a) "Highway Support Structures" means the surface water balancing tank referred to in Paragraph (vii) of Schedule 1 and includes all structures pillars walls and other direct or indirect means of support to the public highway associated therewith.

(b) "Works of maintenance" shall include (1) any works considered by the County Council to be reasonably necessary to ensure the load carrying capacity to the Highway Support Structures (as at the date of the substantial completion of the Works) is in accordance with standards technical memoranda advice notes guidelines and recommendations laid down from time to time by the Department of Transport and others and (2) any subsequent works of repair to or reconstruction or replacement of the Highway Support Structures considered reasonably necessary by the County Council to comply with such standards provided that the exercise of any right of the County Council to inspect the Highway Support Structures shall in no way absolve the Owners from their duty (as hereinafter defined) to maintain the Highway Support Structures

(2) It is hereby agreed and declared between the parties to this Agreement that the Highway Support Structures shall continue to be the maintenance responsibility of the Owner of the land on under or over which they situated and in the case of any Highway Support Structures constructed on under or over the public highway or on under or over other land outside the Land these shall be the maintenance responsibility of the Owner of that part of the Land immediately adjoining the same

- (3) The Owners hereby covenant with the County Council that with effect from the date on which the Highway Support Structures are completed they shall carry out to the reasonable satisfaction of the County Council such works of maintenance as the County Council may properly and reasonably require to the Highway Support Structures within the Land PROVIDED THAT the cost of carrying out any works of maintenance which may need to be carried out as a consequence of any breach by the County Council of the obligations on its part herein contained shall be recoverable from the County Council
- (4) With effect from the date of this Agreement the Owners hereby agree to allow the County Council and its servants and agents access to the Land at all reasonable times upon prior appointment (or at any time in cases of emergency)
- (5) The County Council hereby further covenants with the Owners that it will at all times use all reasonable endeavours to ensure that the surface of the highways over the Highway Support Structures is kept in good and substantial repair and condition PROVIDED THAT this sub-clause shall not require the County Council to repair the surface of the said highways to a standard higher than that required under the Highways Act 1980

(6) The Owners hereby covenant that with effect from the date on which the construction of the Highway Support Structures they shall at no cost to the County Council:-

- (a) inspect and maintain the Highway Support Structures and assess their load carrying capacity in accordance with the technical memoranda advice notes guidelines and recommendations issued from time to time by the Department of Transport and others in respect of the inspection maintenance and assessment of Highway Structures at such intervals as shall be reasonably determined and notified in writing to the Owners by the County Council and
- (b) follow the technical approval procedures outlined in the Department Standard BD 2/89 or any similar procedures from time to time in force but substituting the County Council for any references therein to the Department of Transport

Provided that any person or firm who shall at any time have fulfilled the definition of "the Owners" shall on (or at any time before) written demand properly made by the County Council in relation to the Owners obligations under this Clause 10 advise the County Council of the identity of any disposee who shall have acquired the whole or part of that person or firm's interest in the Land or the relevant part thereof and the date of such disposal

19. (1) Prior to the commencement of the Development and without prejudice to the provisions of Sub-Clause 11(2) the Owners shall either:-
- (a) deposit with the County Council the Compensation Deposit which the County Council shall place in an interest bearing account with a clearing bank and shall utilise for the payment of claims against it under Parts I and II of the Land Compensation Act 1973 and the Noise Insulation Regulations 1975 (as amended) arising out of or incidental to the Works the unexpended balance on which account at the eighth anniversary of the issue of the Certificate referred to in Paragraph 8 of Schedule 2 (after appropriate provision for claims lodged prior to that anniversary) shall be returned to the Owners or
 - (b) provide a Bond of Surety with an Assurance Company Guarantee Society Bank or like body approved by the County Council in the total sum of Compensation Deposit to be utilised for the claim referred to in Clause 19(1)(a) such sum to be reviewed at 12 monthly intervals and amended to such sum as the County Council may reasonably determine
- (2) In the event of any claim being made for compensation or charges whatsoever arising out of or incidental to the Works or the existence

of implementation to this Agreement (other than in respect of claims arising from the negligence of the County Council its employees agents or contractors) to hold the County Council harmless and indemnified therefrom so far as the County Council is liable for the same and against all claims charges costs and expenses in connection therewith and arising thereout and in particular but without prejudice to the generality of the foregoing to hold the County Council harmless and indemnified from all claims charges costs and expenses made under or arising from Section 23 of the Land Compensation Act 1961 Parts I and II of the Land Compensation Act 1973 and the Noise Insulation Regulations 1975 (as amended) Provided always that the County Council shall forthwith notify the Owners in writing of any such claim charges costs and expenses hereinbefore referred to and shall permit the Owners to have the conduct of any claim against the County Council

- (3) "The Compensation Deposit" shall mean such figure as shall be agreed between the Owners and the County Council as representing a reasonable estimate of the compensation costs and expenses which will be paid and incurred by the County Council in connection with the claims made in connection with the Works under Parts I and II of the Land Compensation Act 1973 and the Noise Insulation Regulations 1975 (as amended)

20. The County Council hereby agree to the Works being carried out by the Owners or by a contractor introduced by the Owners subject to the conditions set out in Schedule 2 and the County Council agrees to comply with the obligations on its part contained in Schedule 2
21. It is hereby agreed that on the date that completion of the Works shall be certified pursuant to Paragraph (8) of Schedule 2 then the amount of the Bond as set out in Clause 3(i) of this Agreement shall be reduced by 90% and the remaining 10% shall be discharged on the first anniversary of such certificate provided that any identified remedial works required under Paragraph (9) of Schedule 2 have been completed in accordance with the Agreement or later upon the satisfactory completion of the remedial works and the County Council agrees that upon completion of the Works pursuant to Paragraph (8) of Schedule 2 it shall issue a written certificate of completion of the Works and shall forward a copy of such certificate direct to the Owner's Solicitors Messrs Eversheds of Cloth Hall Court Infirmary Street Leeds LS1 2JB reference P.SBR and that upon the first anniversary of such certificate or if later upon completion of any identified remedial works under Paragraph (9) of Schedule 2 it shall issue a written certificate to that effect and shall provide a copy direct to the Owner's said Solicitors
22. No waiver (whether express or implied) by the County Council of any breach of default by the Owners or their successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council

from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owners or their successors in title

23. (1) The Owners hereby warrant that they have full power to enter into this Agreement and that there is no person having any charge over or any interest in the Land other than those entering this Agreement binding upon the Land and all estates and interests therein
- (2) Property Partnerships confirms that it is the freehold owner free from encumbrances of the Hotel Norwich Whiffler Road Norwich ("the Hotel") and hereby consents to the closing off of the entrance to the Hotel from Whiffler Road which is shown as being closed on drawing number 95001/50 and to the carrying out of the works shown on drawing number 95001/50 including the creation of a wider entrance and exit to the Hotel as shown on drawing number 95001/50
- (3) The Owners agree with Property Partnerships that they will at their expense carry out and complete that part of the works which affects the entrances and exits to the Hotel in a good and workmanlike manner to the reasonable satisfaction of Property Partnerships and so as to maintain reasonable access to and egress from the Hotel at all times and so as to cause as little inconvenience and damage as possible

- (4) Property Partnerships shall not incur any obligations or liabilities under this Agreement except those set out in Clauses 23(2) and 23(3).
24. (1) The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- (2) If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
- (3) If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute shall be referred to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
25. This document is executed as a Deed and is delivered on the date first before written

26. The expressions "the County Council" "the Owners" "Burwood" "Broadland" and "McLagan" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act

SCHEDULE 1

("the Works")

- (i) The construction of a traffic signalled controlled access way to the Development together with its approach on the A140 Boundary Road at its junction with Whiffler Road as shown in principle on Drawing No 5296/4D attached or such other drawing as may from time to time be agreed by the County Council such agreement not to be unreasonably withheld or delayed
- (ii) The widening of the A140 Boundary Road to 4 lanes between the new traffic signals referred in Paragraph (i) of this Schedule and the existing A140 Boundary Road/A1074 Drayton Road traffic signalled controlled junction as shown in principle on Drawing No 5296/4D attached or such other drawing as may from time to time be agreed by the County Council such agreement not to be unreasonably withheld or delayed
- (iii) The reinstatement resurfacing regrading reseeding or where necessary the construction in full or in part of the existing highway disturbed by the carrying out of the Works as reasonably directed by the County Council
- (iv) The provision and laying of all road markings reasonably required by the County Council
- (v) The provision erection and connection of all traffic signs and lighting where required including services for temporary and permanent arrangements

- (vi) All statutory undertakers diversion works and the making good of any statutory undertakers installations as a result of the carrying out of the Works
- (vii) The provision or retention of a surface water balancing tank in the position as shown on drawing 5296/4D
- (viii) The provision and installation of additional computer equipment at the County Council's Urban Traffic Control centre to accommodate Telecommand 12 transmission facilities as outlined in the attached quotation from Siemens
- (xi) Any necessary ancillary highway works

SCHEDULE 2

("conditions relating to the Works")

- (1) The name of any contractor other than R G Carter Limited introduced by the Owners shall be notified in writing to the County Council not less than twenty-eight days before the commencement of the Works
- (2) The Owners shall only be entitled to introduce other contractors who are specifically approved by the County Council such approval not to be unreasonably withheld or delayed
- (3) The Owners shall upon receiving a written request so to do produce to the County Council for inspection any contract documents in respect of the Works
- (4) (a) The Works shall be carried out:-
 - (i) In accordance with a timetable to be approved by the County Council before the commencement of the Works such approval not to be unreasonably withheld or delayed
 - (ii) Under the supervision of the County Council

- (iii) In accordance with the reasonable requirements and specifications of the County Council in relation to working practices and specifications of materials
 - (b) The Works shall not be commenced until the Owners have received from the County Council a written authorisation to commence the Works and the County Council agrees to give such written authorisation when the appropriate requirements of the Agreement have been fulfilled to the state reasonably required to permit the Owners to commence the Works
- (5)
- (a) The Owners shall be responsible for producing contract drawings for the Works
 - (b) The contract drawings shall require the approval of the County Council (such approval not to be unreasonably withheld or delayed) prior to the commencement of the Works or where the Owners propose to introduce a contractor prior to any arrangements being entered into between the Owners and their contractor
- (6) During the carrying out of the Works the Owner shall provide free of charge within the site or in its immediate vicinity suitable office space for use by the County Council for the purpose of supervising the Works

- (7) The Owners shall be responsible for ensuring that any requirements of statutory undertakers are met prior to the commencement of the Works and the cost of any works required by the statutory undertakers shall be met in full by the Owners
- (8) The Works shall be completed to the reasonable satisfaction of the County Council who shall give the Owners a written certificate to that effect upon the completion of the Works
- (9) 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 Council during the period ending 12 months after the date of the certificate referred to in Paragraph (8) of this Schedule and upon completion of any required works of repair amendment reconstruction rectification or making good the County Council shall give the Owners a written certificate to that effect
- (10) The Developer shall be responsible for the execution of such additional works or works of amendment as may be required in writing by the County Council following the completion by the County Council of a Stage 3 Road Safety Audit in respect of the Works and which arise out of that Stage of the Audit and are notified to the Developer within 60 days after the date of the certificate referred to in Paragraph 8 of this Schedule and the terms of reference of the Road Safety Audit are those described in the Department of Transport's Safety and Traffic Department Standard HD 19/90 and Advice

Note HA 42/90 or any similar procedures from time to time in force but substituting the County Council for any references therein to the Department of Transport

- (11) Nothing in this Schedule shall imply any obligation on the part of the County Council to the Owners or to any other person to ensure that the Works or any part or parts thereof are properly designed and constructed and the County Council shall have no responsibility for producing any documentation for the Works including schedules designs calculation and contract drawings
- (12) (a) The County Council reserve the right to terminate forthwith in writing the arrangement whereby the Owners (or their contractor) carry out the Works if the conditions set out in this Schedule are not strictly complied with PROVIDED THAT before terminating such arrangement the County Council shall give to the Owner not less than 28 days written notice specifying the breaches and requesting proposals for their remedying and a right to terminate shall arise only if the Owner has not given reasonable proposals for remedying the breaches within the 28 day period
- (b) Upon termination under Paragraph (12) (a) above the County Council shall be entitled to call in the Bond referred to in Clause 3(i) for the purposes either of completing the Works or reinstating the site to its condition immediately prior to the commencement of the Works

- (13) 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
- (14) The County Council its servants and authorised agents shall at all times during the Works and the maintenance period referred to in Paragraph (9) above have access to the Works
- (15) (a) Throughout the execution of the Works the Owners shall maintain insurance covering their legal liability in respect of any damage loss or injury which may occur to any property or to any person by or arising out of the execution of the Works such insurance to be effected with an insurer in terms approved by the County Council (such approval not to be unreasonably withheld) for FIVE MILLION POUNDS (£5,000,000) for any one claim
- (b) Prior to the commencement of the Works the Owners shall forward to the County Council evidence of their insurance cover
- (16) (a) A competent and authorised representative of the Owners shall be available throughout the carrying out of the Works
- (b) Such authorised representative shall receive on behalf of the Owners directions from the County Council or the County Council's

representative and shall be competent to determine the action required and act accordingly

- (17) The Owners shall be responsible for the proper execution and maintenance of the Works and shall indemnify and keep indemnified the County Council against:-
- (a) all losses and claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works and
 - (b) all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto (This liability under Paragraph (17)(a) and (b) 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)
- (18) (i) The Owners shall pay to the County Council the following sums:-
- (a) A legal and administration charge amounting to 2% of the Bond figure referred to in Clause 3(i) of this Agreement (such sum to be paid upon completion of this Agreement)

- (b) A sum to cover the actual staff costs (plus overheads) incurred by the County Council in supervising the carrying out of the Works (such sum to be paid on such date or dates as the County Council may specify)
 - (c) A sum to cover the actual costs (plus overheads) incurred by the County Council in checking the contract documents and drawings for the Works (such sum to be paid on such date or dates as the County Council may specify)
 - (d) A sum to cover the actual costs (plus overheads) incurred by the County Council in ascertaining the prevailing noise levels for eligible buildings within the meaning of the Noise Insulation Regulations 1975 insofar as they apply to the Works
- (ii) The County Council shall in respect of the sums to be paid by the Owners pursuant to Paragraph (18) above deliver to the Owners when so requested in writing by the Owners a breakdown of all costs incurred by the County Council to date

PROVIDED THAT the total liability of the Owners under Paragraphs (b) and (c) shall not exceed £32,500 exclusive of Value Added Tax

SCHEDULE 3

("Calculation of Maintenance Contribution")

The Contribution shall be calculated by the County Council no later than 60 days after the date of the written certificate referred to in Paragraph 8 of the Schedule 2 ("the Certificate") in accordance with the following formula

$$\text{Increase in cost of annual maintenance} \times \frac{100 + a}{100 + b} \times \left[1 - \frac{(100 + a)^n}{(100 + b)^n} \right]$$
$$\frac{1 - \left(\frac{100 + a}{100 + b} \right)^n}{1 - \left(\frac{100 + a}{100 + b} \right)}$$

Where

a = The annual rate of inflation at the date of the Certificate as calculated by reference to the all items index figure of the Index of Retail Prices published by the Department of Employment or any successor Ministry or Department.

b = The relevant EIP Interest rate of the Public Works Loan Board at the date of the Certificate.

n = 10 years.

The increase in cost of annual maintenance = the increase in the annual highway maintenance costs incurred by the County Council as a result of the carrying out of the Works, such sum to be reasonably determined by the County Council provided that it shall not exceed 1 percent of the Bond figure.

SCHEDULE 4

("Conditions relating to landscaping Scheme")

- (1) The name of any contractor other than R G Carter Limited introduced by the Owners shall be notified in writing to the County Council not less than twenty-eight days before the commencement of the Scheme
- (2) The Owners shall only be entitled to introduce other contractors who are specifically approved by the County Council such approval not to be unreasonably withheld or delayed
- (3) The Owners shall upon receiving a written request so to do produce to the County Council for inspection any contract documents in respect of the Scheme
- (4) (a) The Scheme shall be carried out:-
 - (i) In accordance with a timetable to be approved by the County Council before the commencement of the Scheme such approval not to be unreasonably withheld or delayed
 - (ii) Under the supervision of the County Council
 - (iii) In accordance with the reasonable requirements and specifications of the County Council in relation to working practices and specifications of materials
- (b) The Scheme shall not be commenced until the Owners have received from the County Council a written authorisation to commence the Scheme and the County Council agrees to give such written authorisation when the appropriate requirements of the Agreement have been fulfilled to the state reasonably required to permit the Owners to commence the Works

- (5) (a) The Owners shall be responsible for producing contract drawings for the Scheme
- (b) The contract drawings shall require the approval of the County Council (such approval not to be unreasonably withheld or delayed) prior to the commencement of the Scheme 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 Scheme and the cost of any works required by the statutory undertakers shall be met in full by the Owners
- (7) The Scheme shall be completed to the reasonable satisfaction of the County Council who shall give the Owners a written certificate to that effect upon completion of the Scheme
- (8) The Owners shall be responsible for the execution of all maintenance and replanting in the event that any shrub or trees dies as may be reasonably required in writing by the County Council during the period ending 5 years after the date of the certificate referred to in Paragraph (7) of this Schedule
- (9) (a) The County Council reserve the right to terminate forthwith in writing the arrangement whereby the Owners (or their contractor) carry out the Scheme if the conditions set out in this Schedule are not strictly complied with
- (b) Upon termination under Paragraph 9(a) above the County Council shall be entitled to call in the Bond referred to in Clause 6 for the purposes either of completing the Scheme or reinstating the site to its condition immediately prior to the commencement of the Scheme

- (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 Works and the maintenance period referred to in Paragraph 8 above have access to the Scheme
- (12) (a) Throughout the execution of the Scheme the Owners shall maintain insurance covering their legal liability in respect of any damage loss or injury which may occur to any property or to any person by or arising out of the execution of the Scheme such insurance to be effected with an insurer in terms approved by the County Council for FIVE MILLION POUNDS (£5,000,000) for any one claim
- (b) Prior to the commencement of the Scheme the Owners shall forward to the County Council evidence of their insurance cover
- (13) (a) A competent and authorised representative of the Owners shall be available throughout the carrying out of the Scheme
- (b) Such authorised representative shall receive on behalf of the Owners directions from the County Council or the County Council's representative and shall be competent to determine the action required and act accordingly
- (14) The Owners shall be responsible for the proper execution and maintenance of the Scheme and shall indemnify and keep indemnified the County Council against:-
- (a) all losses and claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the execution and maintenance of the Scheme and

- (b) all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto (This liability under Paragraphs 14(a) and (b) 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)
- (15) (i) The Owners shall pay to the County Council the following sums:-
 - (a) A legal and administration charge amounting to 2% of the Bond figure referred to in Clause 6 of this Agreement (such sum to be paid upon completion of this Agreement)
 - (b) A sum to cover the actual staff costs (plus overheads) incurred by the County Council in supervising the carrying out of the Scheme (such sum to be paid on such date or dates as the County Council may specify)
 - (c) A sum to cover the actual costs (plus overheads) incurred by the County Council in checking the contract documents and drawings for the Scheme (such sum to be paid on such date or dates as the County Council may specify)

PROVIDED THAT the total liability of the Owners under Paragraphs (b) and (c) shall not exceed £1,500

- (ii) The County Council shall in respect of the sums to be paid by the Owners pursuant to Paragraph 14 above deliver to the Owners when so requested in writing by the Owners a breakdown of all costs incurred by the County Council to date

SCHEDULE 5
("Cycle Facilities")

- (i) The formation of an on-carriageway cycle route along Whiffler Road between Boundary Road and Drayton Road
- (ii) The construction of a 2 metres wide cycleway along Drayton Road between Whiffler Road and Galley Hill to connect the cycle route referred to in Paragraph (i) above with the existing Hellesdon Hall footpath/cycleway
- (iii) The widening of the existing footway to 2.5 metres in width on the south side of Boundary Road between Whiffler Road and the existing footpath link to Bowers Avenue
- (iv) The construction of a 2 metres wide cycleway on Boundary Road alongside the existing hedgeline next to the footway link to Bowers Avenue referred to in Paragraph (iii) above

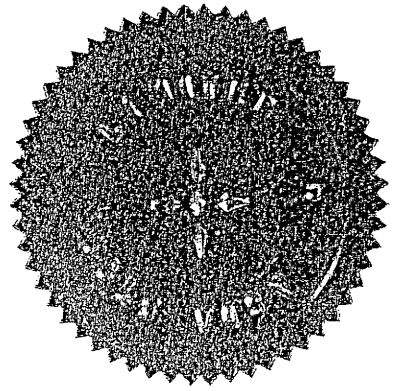
IN WITNESS whereof the County Council and the Owners have affixed their Common Seals the day and year first before written

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

Director of Law and Administration



THE COMMON SEAL of
ASDA STORES LIMITED
was hereunto affixed in
the presence of:-



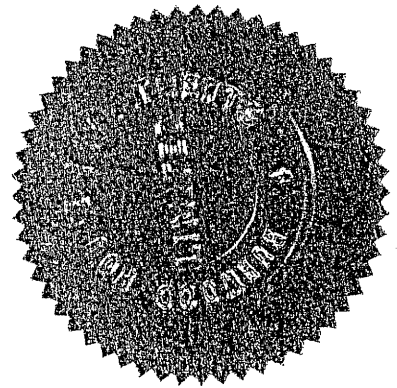
Director

June Fox

Secretary

W. S. Agf

THE COMMON SEAL of
BURWOOD HOUSE INVESTMENTS
LIMITED was hereunto affixed
in the presence of:-



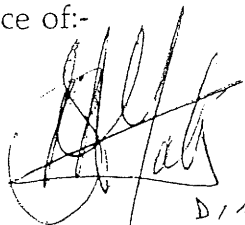
Secretary

W. S. Agf

Director

W. S. Agf

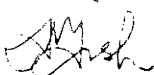
THE COMMON SEAL of
BROADLAND DISTRICT COUNCIL
was hereunto affixed in
the presence of:-



DIRECTOR OF SERVICES & SOLICITOR

THE COMMON SEAL of
PROPERTY PARTNERSHIPS
PUBLIC LIMITED COMPANY
was hereunto affixed
in the presence of:-

Secretary

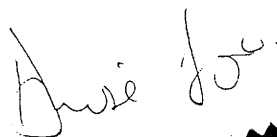


Director

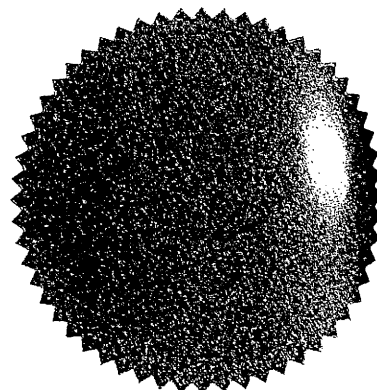
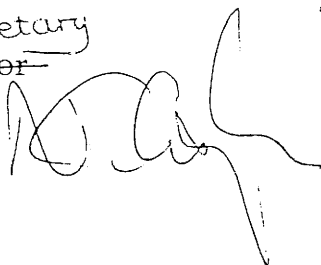


THE COMMON SEAL of
MCLAGAN INVESTMENTS LIMITED
was hereunto affixed in
the presence of:-


Director
Secretary



Secretary
Director



SIEMENS**Fax Transmission**

| | | |
|--|--|--|
| TO Attn Mr P Lock Norfolk CC Fax No: 01603 01603 ⁷⁶⁷⁷⁴ | FROM Traffic Marketing Name Geoff Maynard Tel 01202 782170 Fax 01202 782435 | Receiving Stamp  |
|--|--|--|

Your Reference

Our Reference

Print & Date

SB/1888/DH

Poole, Mon, Mar 18, 1996

This facsimile is confidential and may also be privileged. If you are not the intended recipient please notify us immediately. You should not copy this fax or use it for any purpose nor disclose its contents to any other person.

Subject: Norfolk UTC System - TC12 upgrade and further development

I refer to your fax dated 6/2/96 and I am pleased to provide quotations for the upgrade of your UTC system with TC 12 equipment to allow the expansion associated with the developments on Boundary Road.

The existing TC8 and map drive equipment is driven directly by the existing VAX from the Obus of the VAX.

In order to drive TC12, the VAX has to have an Ethernet interface and sufficient power to accommodate the expanded data transmission and to be able to drive the number of Junctions etc. listed in your fax. The existing VAX does not have an Ethernet interface and has just about reached the limit of its capacity to drive the number of junctions under SCOOT control without degradation of performance.

The cost of adding an Ethernet channel driver to the existing VAX is significant. The power limitation would remain and we would not be able to take system responsibility for the performance of the system after TC12 was added.

We suggest that it is necessary to replace the existing VAX by a VAXstation which incorporates two Ethernet drivers, a high resolution monitor, keyboard and mouse in the package price. The VAXstation also has at least twice the power of the existing VAX and so the performance would be improved rather than diminished.

The TC12 is able to drive the existing TC8. All existing TC8 and map drive equipment would be retained in their current cubicles and the TC12 cubicle would be installed adjacent to these cubicles with the VAXstation situated on the other side of the TC12 and connected to it by an Ethernet link.

2 TC12 PCs are offered, with three TC12 racks incorporating TC8 drivers, one to drive TC12 and approximately half of the TC8 addresses, the second to drive the rest of the TC8, and the third to drive the Wall map TC8.

Siemens Traffic Controls Limited
 Sopers Lane, Poole, Dorset BH17 7ER
 Tel: (01202) 782000 Fax: (01202) 782331 Telex: 41272



FS No 856

Siemens Traffic Controls Limited is a manufacturing company. Registered No. 1347030, England, owned by Siemens plc, Registered No. 727817, on whose behalf it enters into all commitments. Registered Office, Siemens House, Oldbury, Bracknell, Berkshire, RG12 8FZ, England

SIEMENS

Fax Transmission

Additional equipment

The following prices apply to additional optional items which you may wish to order, they also give you a current indication of the prices for these if/when you require to expand your system

| | |
|---|---------------|
| Additional plug-in modem (typically capable of driving 24 OTUs over a Multi-Point circuit) | £ 750.00 each |
| Additional plug-in transformer module (when modem is to drive 24 OTUs (typically) over radial lines) | £435.00 each |
| Instation Test Set and conversion cables for Outstation Test Set | £5950.00 each |
| Set of instation spares (1 PSU, 1 IMD, 1 Ethernet unit, 1 Modem (Multi-Point), 1 transformer module) | £3350.00 lot |

Our price for additional TC12 OTUs which can be configured with Integral Lamp Monitoring, Count Logi and Unidirectional facility, including detector sub-rack but excluding detector modules is as follows:-

| | |
|---|---------------|
| TC12 OTU (supply and install) | £2000.00 each |
| 4 channel SCOOT detector card (supply and install) | £205.00 each |
| If the lamp monitoring facility is required then additional current sensors and voltage sensors will be required at £ 25.00 each (supply and install) The quantity of these will depend on the actual size and characteristics of each junction to be monitored and I would be pleased to provide the details. No sensors are included in the OTUs included in our offer above. | |

Maintenance

We have not yet prepared a quotation for maintenance. It will depend on your decision regarding purchase of spares and test equipment. Unless you advise otherwise, we would base it on your purchasing the above spares to free-issue to us as necessary to support the maintenance service.

Contract Conditions

We propose that the attached TSSI (June 1995) conditions should apply.

System Capacity

The upgraded system will be capable of handling and controlling the same numbers of equipment / facilities as the current system.

Line Costs

TC12 OTUs use MultiPoint, BT circuits and up to 11 OTUs may be used on one line under certain circumstances. However 8-8 OTUs per line is more likely and these OTUs will each be configured to handle different numbers of control and reply bytes. The use of TC 12 OTUs therefore provides savings on line rental.

Installation

The installation would be expected to require a down time of up to two days for the reconfiguration of the VAX and the installation of the revised TC8 highway.

Validity

This quotation is valid for 30 days from the date of this fax.

Regards,

Geoff Maynard

Peter
Please call to discuss
P.M.

SIEMENS

Fax Transmission

The price for this upgrade of both the VAXstation and the TC12 is £ 58989.00 and includes:

Supply and installation of 1 TC 12 Cabinet containing:-

- 2 TC12 PC
- 2 TC12 Intelligent Modem Driver (IMD) assembly
- 3 Modem rack excluding plug-in modules
- 2 Modem cards (one for Multi-Point circuits and one for radial circuits)
- 1 Transformer board to allow radial connection to one of the above modems.
- 3 TC 8 driver cable
- 2 Ethernet Modules
- 1 System Indication Panel

Supply and installation of a VAXstation 4000 Model 96 together with the Current SCOOT V 2.4 software and system facilities currently licensed for operation in Norfolk

Supply / Installation 2 off TC 12 OTUs each containing one 4 channel detector module.

N.B.

It should be noted that a MultiPoint modem will drive four MultiPoint lines when used on its own and up to 32 radial lines (typically 24) when used in conjunction with a transformer module. It is not possible to have a mixture of MultiPoint and radial lines on one Modem card.

Project Management and Engineering associated with the update of the Customer Requirement Specification, System Upgrade and training as described below are also included in our offer.

SCOOT V3.1 and MMI

Please find attached a copy of a letter which has been sent to all UTC customer with VAXstations currently operating with V2.4 of SCOOT. I am pleased to confirm that should you decide to implement V3.1 of SCOOT, then we would include an MMI licence at no extra charge.

Delivery

The upgrade is estimated to take approximately 3 months from receipt of written order.

Training

One day of training in the use of TC12 and associated new features is included and is assumed to take place at your establishment when the system is reconfigured and that TC12 is installed.

ONY COPELAND ASSOCIATES

Sport & Leisure Consultancy Architectural Design

Old Manor Farm, Fox Road

Framingham Pigot, Norwich NR14 7PZ England

Tel 01508 495170 Fax 01508 494500

Amended

Date

20 NOV. 95

Job Number: Drawing Number

1:200

95001/50

ASDA STORES LTD/
PROPERTY
PARTNERSHIPS

ALTERATIONS TO
HOTEL NORWICH
CAR PARK

NATIONAL
WESTMINSTER
BANK

EXISTING

CITY
SUITE

4792
CITY OF
NORWICH
DISTRICT
COUNCIL

HOTEL
RECEPTION

EXISTING

6000

6000

11,000

EXISTING

EXISTING

EXISTING

EXISTING

REMOVE LIGHT
AND REPLACE

44

45

46

47

48

49

50

51

52

53

54

55

3000

9200

1500

9200

1500

9200

1500

8400

VEHICLE TRACK
12.00M. COACH

VEHICLE TRACK
12.0M COACH

43

42

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40

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29

30

31

32

33

1500

32200

1800

7900

TOTAL NUMBER OF CAR SPACES AS EXISTING

EEB
SUB
STATION

E.W.
BEARIN

EXISTING

EXISTING

NEW TRAFFIC LIGHTS

WHIFFLER ROAD

REMOVE LIGHT

REMOVE STREET LIGHT
AND REPLACE

NEW TWO WAY
VEHICLE ENTRANCE

8000

2400

general notes

This drawing is the copyright of the Architects and can only be reproduced with their express permission

Contractors must check all dimensions on site
Discrepancies are to be reported to the Architects before proceeding



revision

contract

PROPOSED SUPERSTORE - BOUNDARY ROAD -
NORWICH
ASSOCIATED DAIRIES LIMITED

drawn

R.E.C.

checked

detail

SITE PLAN

date

OCTOBER 1979

scale

1:1250

drawing no

3584 - SITE-1

**rt
p**

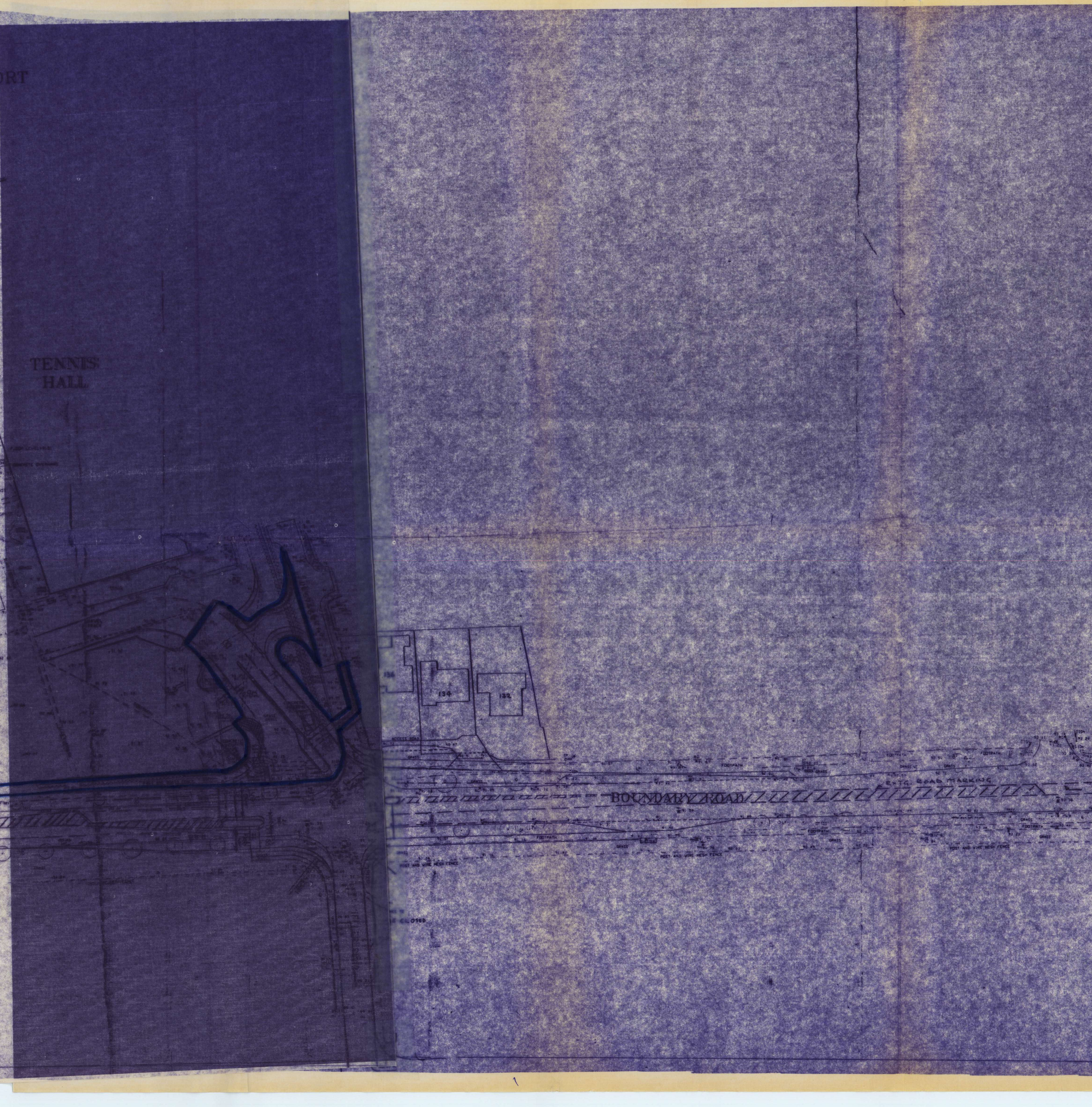
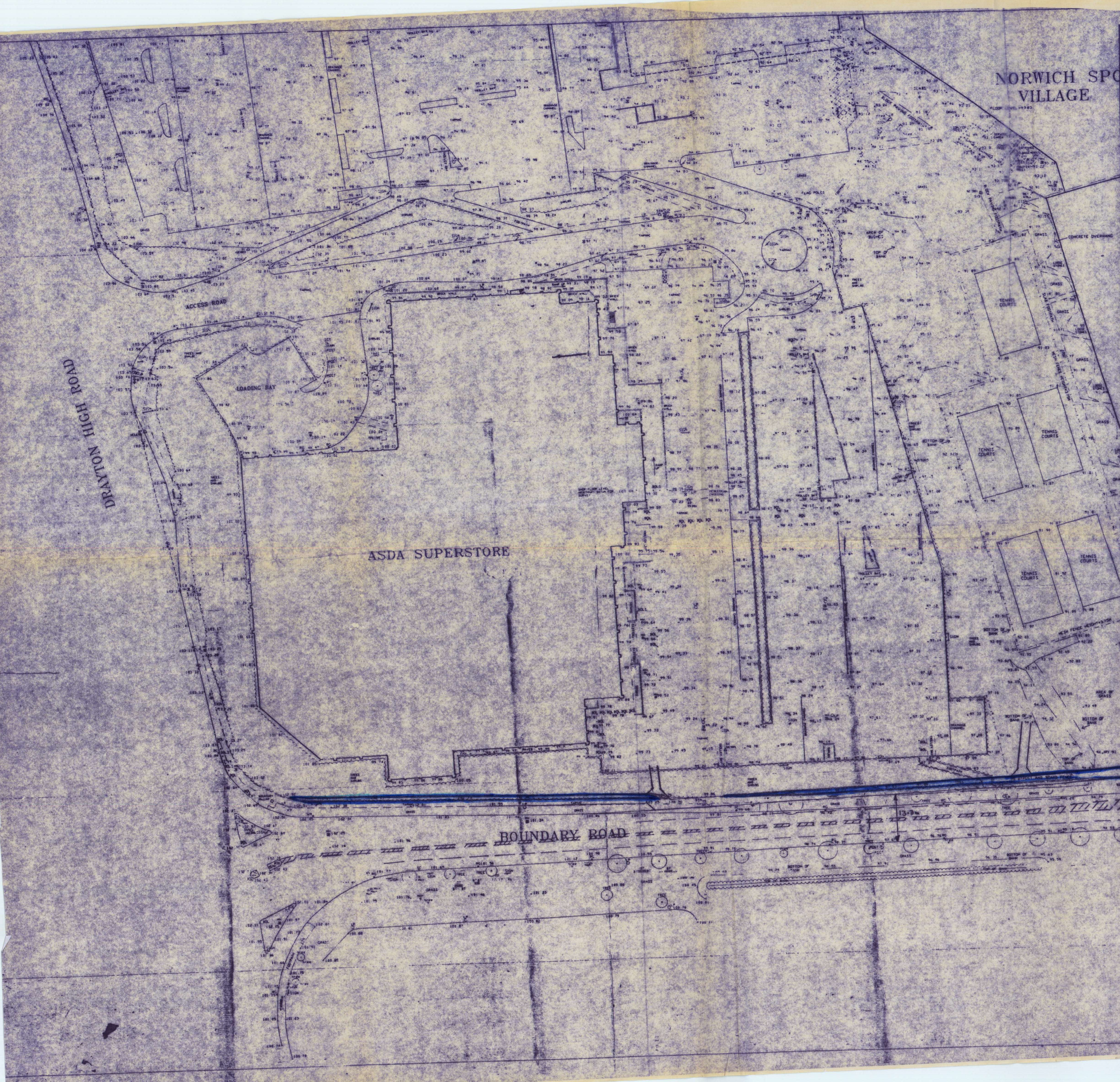
chartered
architects

23 south quay gt yarmouth
8 orde avenue gorleston
136 bromham road bedford

2900.55505.57483
62445
64234

ronald toone partnership

BASED UPON ORDNANCE SURVEY PLAN TO 2011 SE
WITH THE SANCTION OF THE CONTROLLER OF H.M.
STATIONERY OFFICE. CROWN COPYRIGHT RESERVED.



W.R.DAVIDGE ENGINEERING
ALPHA HOUSE
4 GRANVILLE STREET
NOTTINGHAM NG1 1BT

THIS DRAWING HAS BEEN COMPUTED & DRAWN TO AN ARBITRARY GRID.

ALL LEVELS ARE IN METRES & RELATE TO THE SHED SHOP FLOOR LEVEL WITH A REDUCED VALUE OF 100 GUM.

ASDA/NSV SITE
BOUNDARY ROAD
NORWICH

PROPOSED SECOND ACCESS
AND HIGHWAY IMPROVEMENTS
WHIFFLER ROAD-BOUNDARY RD.

DATE: JUNE 1995
SCALE: 1:500
DRAWING: 5296/4 D

REV. REVISION DATE

| | | |
|---|-------------------------|----------|
| A | GENERAL AMENDMENTS | 24/7/95 |
| B | JUNCTION LAYOUT CHANGED | 30/10/95 |
| C | ACCESS AMENDED | 12/12/95 |
| D | DIMENSIONS ADDED | 1-4-96 |

SEAL OF NOTTINGHAM DISTRICT COUNCIL

TELEGRAPH PO.
BRITISH TELEPHONE
WATER STOP
WATER METER
BRITISH GAS VALVE
ELECTRICITY METER
ELECTRICITY REEF
FIRE HYDRANT
BOLLARD
LAMP POST
GATE
TRAFFIC LIGHT
BUS STOP
SIGN POST
ROAD SUEY
DRAINAGE MANHOLE
INSPECTION COVER
TOP OF BANK
BOTTOM OF BANK

ETSURVEYS
ACORN HOUSE
POLLARD STREET
LOTHOUSE
WAKEFIELD
WEST YORKS
WF5 8HG
TEL: (0924) 822482
FAX: (0924) 823343

FIELD CABLE COMPANY
INGHAM STREET
CLIFFE, SHEFFIELD

DATE: 1/4/1995
DSC NO: CAT00
DS, JP, HG, MR
DS, HG, AF