

DATED 17th December 2014

NORFOLK COUNTY COUNCIL

- and -

BROADLAND DISTRICT COUNCIL

- and -

BROADLAND GROWTH LIMITED

A G R E E M E N T

Under Section 106 of the
Town and Country Planning Act 1990
relating to development at Carrowbreck House,
Drayton High Road, Hellesdon

Head of Law
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

THIS AGREEMENT is made by Deed the 17th December 2014 day of 2014 B E T W E E N NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich (1) (the "County Council") and BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU ("the Owners") (2) and BROADLAND GROWTH LIMITED of (the "Developer") (3)

AND RECITES:-

- (1) The Owners are the freehold owners of the land shown edged pink and blue on the attached plan ("the Land")
- (2) The County Council is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (the "Act") and the Highway Authority within the meaning of the Highways Act 1980 for the area within which the Land is situated
- (3) The Developer has made an application to Broadland District Council reference 20141634 (the "Application") 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 14 new residential dwellings (the "Development")
- (4) Subject to completion of this Agreement Broadland District Council have resolved to grant planning permission for the development pursuant to the Application (the "Planning Permission")



NOTES

1. This drawing is the property of NPS Group and should not be used for any other purpose without the written consent of NPS Group.
2. This drawing is the property of NPS Group and should not be used for any other purpose without the written consent of NPS Group.
3. This drawing is the property of NPS Group and should not be used for any other purpose without the written consent of NPS Group.

[Signature]

[Signature]

Head of Democratic Services and
Monitoring Officer

37315

authorised to sign
on behalf of: HEAD OF LAW

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- (5) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended) and are enforceable by the County Council

N O W THIS DEED WITNESSES as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers
2. The Owners hereby covenant with the County Council that with effect from the date of the Planning Permission as follows:-
 - 2.1 the Owners shall construct and maintain on the land shown edged blue on the attached plan a highway ("the Highway") suitable for all traffic to provide access to and egress from the Development to the reasonable satisfaction of the County Council;
 - 2.2 the land shown edged blue on the attached plan shall not be used as an access or egress for the Development unless the Owners shall incorporate and keep in existence a limited company having among its objects the obligation to maintain the highway in accordance with clause 2.1
 - 2.3 the Owners shall not require or procure by any means that the land shown edged blue on the attached plan shall become a highway maintainable at public expense

- 2.4 no part of the Development shall be brought into use until the completion of the Highway to binder course level suitable for pedestrian and vehicular traffic
- 2.5 final occupation of the Development shall not take place until completion of the Highway to surface course level suitable for all traffic
- 3.1 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
- 3.2 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
- 3.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if any party will not participate in an ADR procedure the dispute may be referred by any party 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
- 3.4 Nothing in clauses 3.1 and 3.2 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings

4. Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Agreement if at the time the breach occurs they have no interest in the Land
- 4.2 The County Council shall not be liable to any person under this Agreement after that person has parted with all interest in the land but without prejudice to any liability arising prior thereto
5. No waiver (whether express or implied) by the County Council of any breach or 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 Developers or their successors in title
6. The Owners hereby covenant that they are the freehold owners of the Land and have full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and there is no person having any interest in the Land other than those notified in writing to the County Council's Head of Law prior to the date hereof
7. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine

8. The expressions "the County Council" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
9. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement
10. The Developer shall pay the County Councils reasonable legal costs on this agreement
11. This Agreement shall be registered as a local land charge

IN WITNESS WHEREOF the parties hereto have executed and delivered this
Deed the day and year first before written

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

HEAD OF LAW


authorised to sign
on behalf of: HEAD OF LAW



J7315

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



7425

M. M. M. M.

Head of Democratic Services and
Monitoring Officer

~~Head of Corporate Services and Monitoring Officer~~

EXECUTED AS A DEED by
BROADLAND GROWTH LIMITED
by a Director in the presence of:

[Signature]

Witness signature: *x R. J. Smith*

Witness full name: *x RICHARD JOHN SMITH*

Witness address: *x 61 TRAFFORD ROAD, NORWICH
NR1 2QR*

Witness occupation: *x SENIOR PLANNING CONSULTANT*

