

T H I S A G R E E M E N T is made the
One thousand nine hundred and ninety-two

19th

day of November

B E T W E E N NORFOLK COUNTY COUNCIL ("the County Council") of County Hall
Martineau Lane Norwich of the first part TREVOR DAVID ALAN SEALES ("the Owner") of
The Chalet Brick Kiln Road Hevingham of the second part and WEST LEXHAM GRAVEL
COMPANY LIMITED ("the Developers") whose registered office is situate at West Lexham
Hall West Lexham of the third part

W H E R E A S:

- (1) The Owner is the owner in fee simple in possession of the land shown edged red 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 local highway authority within the meaning of the Highways Act 1980 for the area within which the Land is situated
- (3) The Owner has made application
(reference 90/1554) dated 6th August 1990 ("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 extraction and removal of minerals ("the Development")
- (4) There are highway objections to the Development which can only be overcome by the works specified in Schedule 1 hereto ("the Works")
- (5) The County Council are satisfied that this agreement will be for the benefit of the public
- (6) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended)
- (7) The obligations created by this Deed are enforceable by the County Council

N O W THIS DEED WITNESSETH as follows:-

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 Owner and the Developers hereby covenant jointly and severally with the County Council that in the event of planning permission being granted in respect of the Application:-
 - (i) no part of the Development shall be brought into use until the completion (at the expense of the Developers) of the Works to the satisfaction of and in accordance with the requirements and specifications of the County Council
 - (ii) they will before the commencement of the Works 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 SIX THOUSAND POUNDS (£6,000) as a guarantee for the due performance by the Developers of the covenant in 2(i) such sum to be reviewed if the Works have not been completed within twelve months of the date of this Agreement and thereafter at 12 monthly intervals and amended to such sum as the County Council may determine
3. The County Council hereby agree to the Works being carried out by the Developers or by a contractor introduced by the Developers subject to the conditions set out in Schedule 2 and such other conditions as the County Council may from time to time consider appropriate

4. The Owner and the Developers further covenant jointly and severally with the County Council that they will not cause or permit:-
 - (i) the Land to be used for the purpose of the Development unless all vehicles visiting or leaving the Land approach and leave the Land via the route shown coloured yellow on the attached plan
 - (ii) any lorries to visit or leave the Land on Saturday or Sunday or between 1.00 pm and 5.00 pm or Monday and Wednesday and 8.30 am and 1.00 pm on Tuesday and Thursday unless otherwise agreed in writing with the County Council
5. The Developers hereby covenant with the County Council that they will reimburse the County Council in respect of any compensation properly paid by the County Council under Part I of the Land Compensation Act 1973 as a result of the carrying out of or use of the Works
6. This document is executed as a Deed and is delivered on the date first before written
7. The expressions "the County Council" "the Owner" and "the Developers" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act

SCHEDULE 1

- (i) The construction of two passing bays and 33 metres of kerbing on Brick Kiln Lane in the positions shown on the attached plan
- (ii) Any necessary statutory undertakers works
- (iii) Any necessary ancillary works

SCHEDULE 2

- (1) The name of any contractor introduced by the Developers shall be notified in writing to the County Surveyor not less than twenty-eight days before the commencement of the Works
- (2) The Developers shall only be entitled to introduce contractors who are specifically approved by the County Surveyor
- (3) The Developers shall upon receiving a written request so to do produce to the County Surveyor 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 Surveyor before the commencement of the Works
 - (ii) Under the supervision of the County Surveyor
 - (iii) In accordance with the requirements and specifications of the County Surveyor

- (b) The Works shall not be commenced until the Developers have received from the County Surveyor a written authorisation to commence the Works
- (5)
 - (a) The Developers shall be responsible for producing contract drawings for the Works
 - (b) The contract drawings shall require the approval of the County Surveyor prior to the commencement of the Works or where the Developers propose to introduce a contractor prior to any arrangements being entered into between the Developers and their contractor
- (6) The Developers 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 Developers
- (7) The Works shall be completed to the written satisfaction of the County Surveyor
- (8) The Developers 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 Surveyor during the period ending 12 months after the date of the completion of the Works
- (9)
 - (a) The County Council (acting through the County Surveyor) reserve the right to terminate forthwith in writing the arrangement whereby the Developers (or their contractor) carry out the Works 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 2(ii) for the purposes either of completing the Works or reinstating the site to its condition immediately prior to the commencement of the Works
- (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 Works
- (12) (a) Throughout the execution of the Works the Developers shall insure against 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 for such sum as the County Council may determine
- (b) Prior to the commencement of the Works the Developers shall forward to the County Council evidence of their insurance cover
- (13) The Developers shall be responsible to the County Surveyor for the proper execution and maintenance of the Works and shall indemnify and keep indemnified the County Council against 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 against all claims demands proceedings

damages costs charges and expenses whatsoever in respect thereof or in relation thereto (This liability 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)

(14) The Developers shall pay to the County Council the following sums:-

(i) A legal and administration charge amounting to 2% of the Bond figure referred to in Clause 2(ii) of this Agreement (such sum to be paid upon completion of this Agreement)

(ii) A sum to cover the actual staff costs (plus overheads) incurred by the County Council in supervising the carrying out of the Works (sum to be paid on such date or dates as the County Surveyor may specify

(iii) A sum to cover the 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 Surveyor may specify and to be based on a charge of £30 per hour)

(15) (a) If the Developers should fail to complete the whole of the Works in accordance with the timetable approved by the County Surveyor pursuant to Paragraph (4)(a)(i) above then the Developers shall pay to the County Council for such default the sum of Thirty pounds for every day which shall elapse between the date on which the Works should have been completed under the said Paragraph (4)(a)(i) and the date of completion of the whole of the Works

(b) All sums payable by the Developers to the County Council pursuant to this paragraph shall be paid as liquidated damages for delay and not as a penalty

(c) It is hereby declared and agreed that the sum of Thirty pounds per day represents the County Council's genuine pre-estimate of the damage likely to be suffered by them in the event that the whole of Works shall not be completed in accordance with the timetable approved under the said Paragraph (4)(a)(i)


I N W I T N E S S whereof "the County Council" and "the Developers" have affixed their Common Seals and "the Owner" has signed this Instrument as his Deed the day and year first before written

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



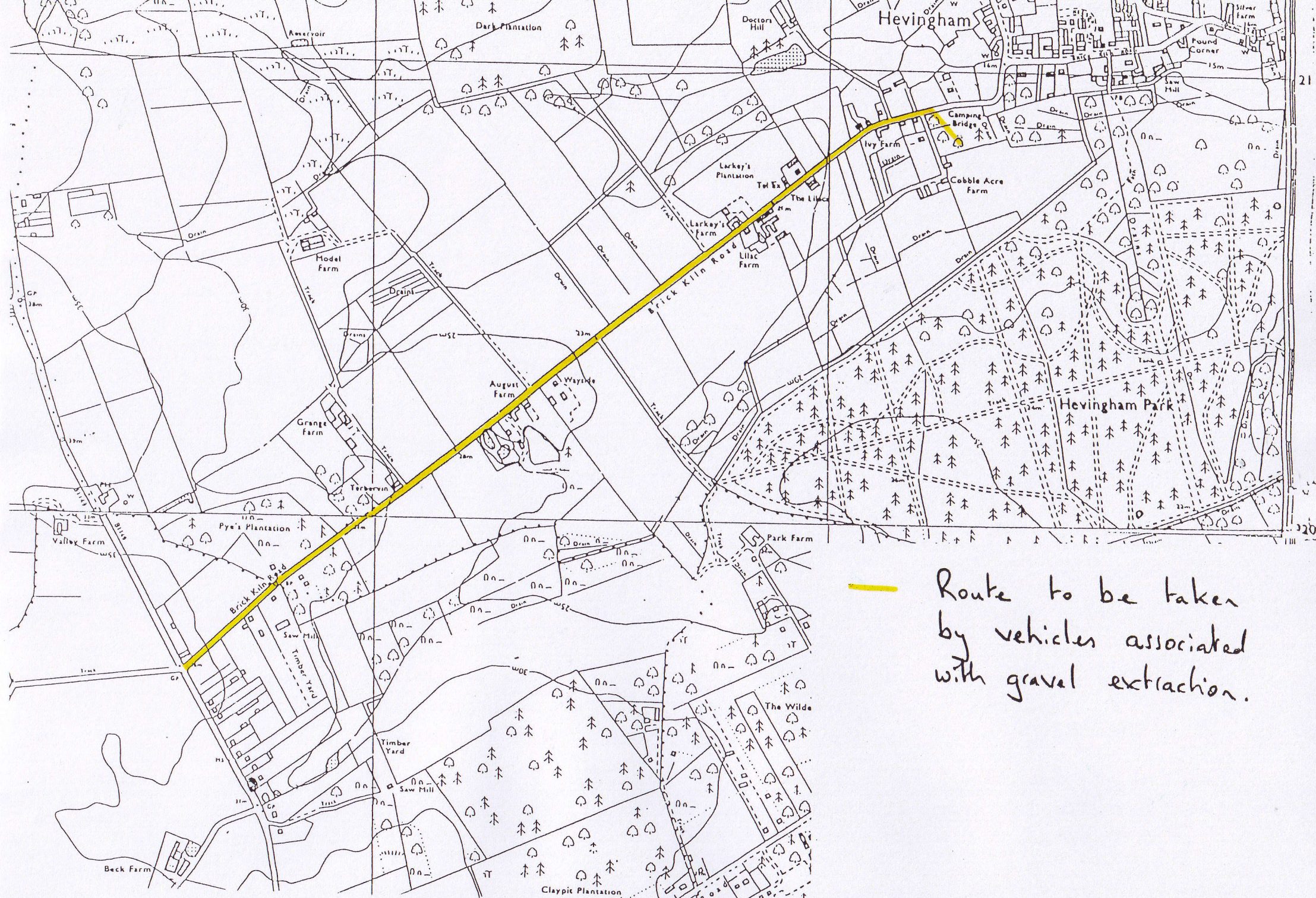
ASSISTANT CHIEF EXECUTIVE AND
CORPORATE SOLICITOR

SIGNED as his DEED by the said)
TREVOR DAVID ALLAN SEALES in the)
presence of:-)


D. F. SMITH
WY FARM
BRICK KILN RD
HEATHAM
NR10 5NL

THE COMMON SEAL of WEST)
LEXHAM GRAVEL COMPANY)
LIMITED was hereunto)
affixed in the)
presence of:-)

JS Prophet



— Route to be taken
by vehicles associated
with gravel extraction.



Amended details

Hevingham : Proposed Roadworks at Brick Kiln Road: T. Seales

- (1) Construction of passing bay at point 'A' : widening on north side of road
- (2) Construction of passing bay at point 'B' : widening on both sides of road

Passing bays to be 10n in length with 5n tapers to give an overall carriageway width of 6n

- (3) 33 lin. metres of kerbing on inside of bend at point 'C'

Passing bay construction at points A and B to be in accordance with specification for haunch 'type 2, category 3'. Kerbing at point C to be in accordance with specification for haunch 'type 3, category 3'.

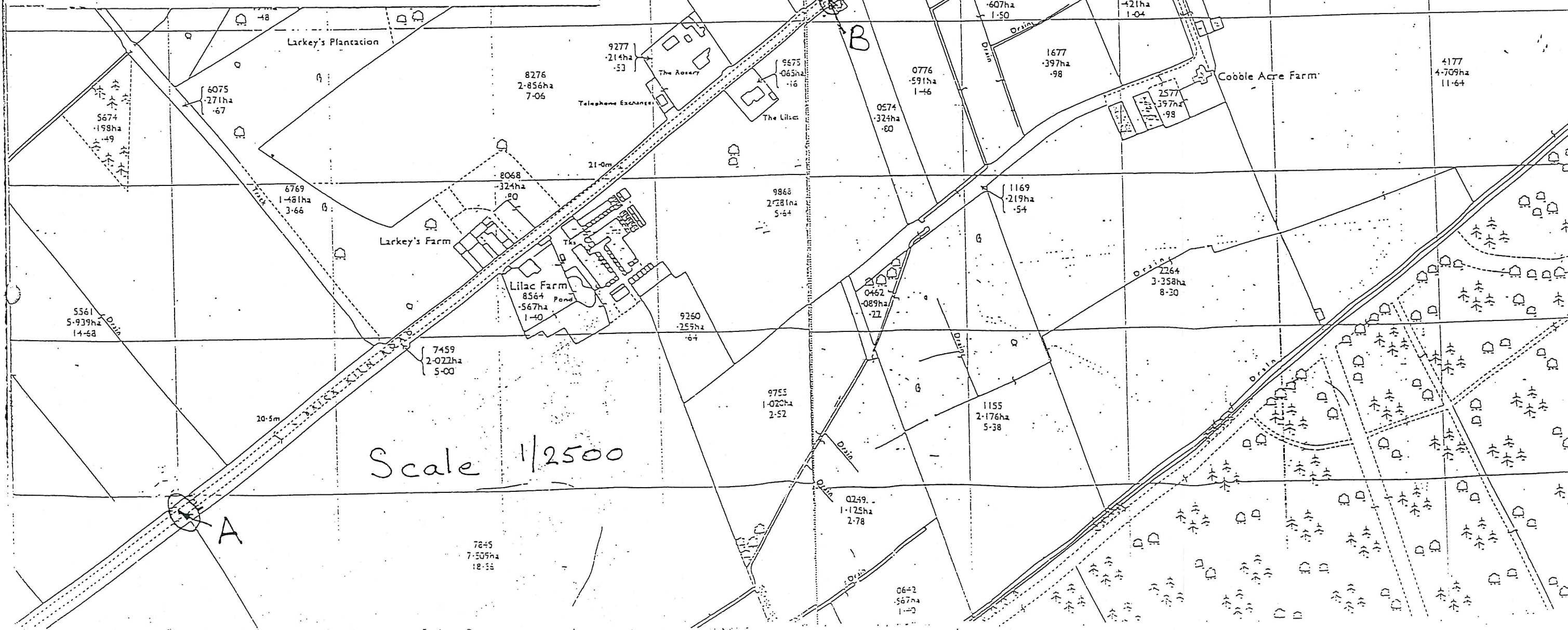
ALL CONSTRUCTION TO BE IN ACCORDANCE WITH NORFOLK COUNTY COUNCIL'S SPECIFICATION WITH THE WORK CARRIED OUT UNDER THE SUPERVISION OF THE COUNTY SURVEYOR.

ORDNANCE SURVEY

HEIGHTS IN ME

TG 1821-1921
ST FAITH'S AND AYLSHAM RD

HEVINGHAM...CP
Heyingham 194



DATED 19th November 1992

NORFOLK COUNTY COUNCIL

- and -

TREVOR DAVID ALLAN SEALES

- and -

WEST LEXHAM GRAVEL COMPANY LIMITED

A G R E E M E N T

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

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

JCB/SMA
Disk 2 (Seales)