

Dated *23 December* 2020

SUFFOLK COUNTY COUNCIL (1)

SIR GEORGE ANTHONY AGNEW (2)

BLOOR HOMES LIMITED (3)

S106 AGREEMENT

in relation to

**Land Adjacent To Fishwick Corner Thurston
Road, Rougham, Suffolk**

THIS AGREEMENT made the 23rd day of December 2020

BETWEEN:

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich IP1 2BX (the "County Council")
- (2) **SIR GEORGE ANTHONY AGNEW** of Rougham Estate Office, Ipswich Road, Rougham, Bury St Edmunds IP30 9LZ (the "Owner"); and
- (3) **BLOOR HOMES LIMITED** (Co Regn No 02162561) of Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP (the "Developer").

INTRODUCTION:

- (A) The County Council is the local planning authority and the local highway authority (except for trunk roads) for the area in which the Site is situated and by whom the obligations contained in this Agreement are enforceable.
- (B) The ownership and other interests in the Site are as set out in Schedule 1. At the date of this Agreement, the Owner is the freehold owner of both the Application Site and the Cycleway Land.
- (C) The Developer has submitted the Planning Application to the Council for the Development and the Developer consents to the Owner entering into the obligations in this Agreement.
- (D) The Council has resolved to grant planning permission for the Development pursuant to the Planning Application subject to the prior completion of this Agreement to regulate the Development and to secure the planning obligations contained in this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms have the following meanings:

1972 Act means the Local Government Act 1972;

1990 Act means the Town & Country Planning Act 1990;

1999 Act	means the Contracts (Rights of Third Parties) Act 1999;
2011 Act	means the Localism Act 2011;
Application Site	means the land adjacent to Fishwick Corner Thurston Road, Rougham shown edged red on Plan 1
BCIS Index	the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or (if that index shall cease to be published or is otherwise unavailable) such alternative basis of indexation as may be agreed between the Parties hereto
BCIS Indexation	the increase in any sum referred to in Schedule 3 by an equivalent to the increase in the BCIS Index to be calculated in accordance with clause 17 of this Agreement
Bridleway	means a highway over which the public have a right of way on foot and a right of way on horseback or leading a horse, and on a bicycle, but not including any motor vehicles
Bridleway Plan	means the plan labelled Plan 3 at Schedule 2;
Council	West Suffolk Council of West Suffolk House, Western Way, Bury St Edmunds, Suffolk, IP33 3YU
Cycleway Land	means the land shown indicatively coloured green on Plan 2 the exact location of which shall be more particularly delineated in the plan to be appended to the Dedication and Adoption Agreement
Cycleways and Bridleway Financial Contribution	the contribution sum of £75,000 (seventy-five thousand pounds), subject to BCIS indexation in accordance with clause 17, towards the County Council's costs of constructing, upgrading, and maintaining the public cycleway to be constructed by the County Council on the Cycleway Land and adjacent areas and any other cycling and/or public

rights of way infrastructure in Suffolk; and if applicable, the
Bridleway to be established in accordance with paragraph 3
of Schedule 3;

**Dedication and Adoption
Agreement**

means the agreement under sections 38 and 278 of the Highways Act 1980 in which the Owner will dedicate the Cycleway Land as highway for use as a segregated cycleway and the County Council will adopt such land as highway maintainable at public expense PROVIDED THAT such agreement shall contain the following terms:

(i) such dedication will be expressly subject to a reservation of the right of the Owner and their employees at all times with and without vehicles to use and have access to the Cycleway Land (including any crossing points to be detailed in the TRO) in order to maintain the Owner's retained land (or any part thereof) or in connection with any other use carried on by the Owner on such land;

(ii) such dedication shall only take effect upon the County Council making the TRO; and

(iii) no liability and/or obligations shall be imposed upon the Owner under the Dedication and Adoption Agreement other than a requirement to dedicate the Cycleway Land on the terms set out at paragraph (i) and (ii) above

Development

means the development of land, including the Application Site, pursuant to the Planning Permission to provide proposed improvement to Fishwick Corner in the Council's area

Implementation

the implementation of the Planning Permission by the carrying out of any material operation (as defined by s.56(4) of the 1990 Act) pursuant to the Planning Permission PROVIDED ALWAYS for the purposes of this Agreement the following shall be excluded:

- (a) site surveys (including intrusive ground investigations);
- (b) site clearance and/or demolition;
- (c) ecological survey;
- (d) archaeological survey;
- (e) remediation;
- (f) the diversion or laying of services;
- (g) erection of fences or hoardings,
- (h) the temporary display of site notices or advertisements; and

"Implement" and "Implemented" shall be construed accordingly;

Implementation Date the date on which the Planning Permission is Implemented;

Late Payment Interest interest at 4% above the base lending rate of the Bank of England from time to time;

Plan 1 the plan entitled "Plan 1" at Schedule 2;

Plan 2 the plan entitled "Plan 2" at Schedule 2;

Plan 3 the plan entitled "Plan 3" at Schedule 2;

Planning Application the application for planning permission in respect of the Development submitted by or on behalf of the Developer and (i) validated by the Council on 23 July 2019 and given reference number DC/19/1519/OUT

Planning Permission the planning permission granted by the Council pursuant to the Planning Application

Site means the Application Site and the Cycleway Land;

TRO means a Traffic Regulation Order which prohibits motorised vehicles from using the Cycleway Land and limits the use of the Cycleway Land to push bikes

Working Day means any day other than Saturdays, Sundays, from public holidays in England and Wales or any days between Christmas Day and New Year's Day.

- 1.2 Where in this Agreement reference is made to any clause, schedule, paragraph or recital such reference (unless the context otherwise requires) is a reference to a clause, schedule, paragraph or recital in this Agreement.
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner.
- 1.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually insofar as such obligation relates to land within such party's ownership unless there is an express provision otherwise.
- 1.6 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or Directive or deriving validity from it.
- 1.7 References to any party to this Agreement shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the County Council the successors to its statutory functions.

1.8 Where this Agreement requires a plan or strategy or other document to be submitted to the t County Council for approval or agreement then upon approval of the same it shall be deemed to have been incorporated into this Agreement and the same shall apply to any provision requiring a review of any such plan or strategy or other document.

1.9 References to a "Plan" in this Agreement shall be references to the plans attached to this Agreement bearing the relevant plan number or any amended plans as shall be agreed between all parties.

1.10 The headings in this Agreement do not affect its interpretation.

1.11 Any covenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

2 ENABLING POWERS AND OBLIGATIONS

2.1 This Agreement is entered into pursuant to Section 106 of the 1990 Act, Section 111 of the 1972 Act and Section 1 of the 2011 Act and all other enabling powers.

2.2 The covenants restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the County Council as local planning authority against the Owner and their successors in title.

2.3 This Agreement is a deed and may be modified or discharged in part or in total at any time after the date of this Agreement by deed between the parties in the form of a deed.

2.4 This Agreement is a local land charge and upon completion, shall be registered by the Council as such.

2.5 The parties agree that this Agreement shall, unless any relevant party shall reasonably object, apply to any planning permission granted by the Council in relation to the Application Site following an application submitted by the Owner or the Developer under section 73 of the 1990 Act.

3 CONDITIONALITY

3.1 This obligations in this Agreement are conditional upon:

(a) the grant of the Planning Permission by the Council; and

(b) Implementation

save for the provisions of clauses 4.2, 7, 8, 9, 10, 14, 16, 18.6 and 18.7 which shall come into effect immediately upon completion of this Agreement and any other relevant provisions which shall come into effect immediately upon completion of this Agreement.

3.2 In the event that the Planning Application is refused or (subject to clause 2.2) the Planning Permission is not Implemented and expires, the obligations contained in this Agreement shall absolutely cease and determine without further obligation upon the Owner, Developer or their successors in title.

3.3 Where the Planning Permission is the subject of any judicial review proceedings or other legal challenge:

(a) until such time as such proceedings or challenge including any appeal have been finally resolved the terms and provisions of this Agreement will remain without operative effect notwithstanding the issue of the Planning Permission and the occurrence of the Implementation Date PROVIDED THAT the Owner shall not undertake any further works to implement the Planning Permission following the issue of such proceedings;

(b) if following the conclusion of such proceedings or challenge the Planning Permission is quashed and is not superseded by a subsequent planning permission accepted by the Owner this Agreement will cease to have any further effect; and

(c) if following the conclusion of such proceedings or challenge the Planning Permission remains valid and fully enforceable all of the terms and provisions of this Agreement will apply in full.

4 LIABILITY AND CONSENT

4.1 The Developer acknowledges and declares that it has entered into this Agreement with the consent of the Owner with intention that its interest in the Application Site shall be bound and subject to the terms of this Agreement and that it consents to this Agreement being entered into by the Owner.

4.2 For the avoidance of doubt in the event that the Developer acquires ownership of the Application Site or the Cycleway Land (or part thereof) after the date of this Agreement the Developer shall be a successor in title to the Owner and shall be bound by this Agreement as if references to the Owner were references to the Developer in respect of the Application Site or the Cycleway Land (or relevant part thereof).

4.3 The liability of the Owner and/or any subsequent mortgagee under this Agreement shall cease once it has parted with its interest in the Application Site or the Cycleway Land or any relevant part thereof (in which event the obligations of the Owner and any subsequent mortgagee under this Agreement shall cease only in relation to that part or those parts of the Application Site or the Cycleway Land which is or are transferred by them) but not so as to release such party from liability for any breaches hereof arising prior to the transfer.

4.4 This Agreement and the planning obligations within it shall not be binding upon or enforceable against any:

- (a) individual owner, tenant or occupier of any residential dwelling comprised within the Development, nor their respective mortgagee or chargee in relation to such residential dwelling; or
- (b) any statutory undertaker who acquires any part of the Application Site or the Cycleway Land or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

4.5 The obligations contained in this Agreement shall absolutely cease and determine without further obligation upon the Owner or Developer or its successors in title if the Planning Permission is revoked, quashed, is modified without the consent of the Owner or Developer, expires, or (subject to clause 2.2) if a separate planning permission is subsequently granted and implemented which is incompatible with the Planning Permission.

5 OBLIGATIONS UNDERTAKEN BY THE OWNER AND THE DEVELOPER

With the intent that the Application Site or the Cycleway Land shall be subject to the obligations and restrictions contained in this Agreement for the purpose of restricting or regulating the Development and use of the Application Site or the Cycleway Land so that the provisions of this Agreement shall be enforceable against the Owner and any subsequent mortgagee and their successors in title the Owner hereby covenants with the County Council to observe and comply with the obligations and covenants contained in Schedule 3.

6 OBLIGATIONS UNDERTAKEN BY THE COUNTY COUNCIL

- 6.1 The County Council covenants with the Owner and the Developer to observe and comply with the obligations contained in Schedule 4.

7 NOTICES OF EVENTS

- 7.1 Promptly and in any event within ten (10) Working Days of the grant of the Planning Permission by the Council, the Owner or the Developer will give notice of such occurrence to the County Council
- 7.2 The Owner or the Developer (as relevant) will give the County Council not less than ten (10) Working Days' prior written notice of their intention to Implement the Planning Permission specifying the intended Implementation Date.
- 7.3 Promptly and in any event within ten (10) Working Days of the Implementation Date occurring the Owner or the Developer (as relevant) will give the County Council written notice of such occurrence.

8 NOTICES

- 8.1 Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this Agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this Agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office.
- 8.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this Agreement to be made which are addressed to the County Council shall be addressed to The Executive Director of Growth, Highways and Infrastructure, Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX

9 INTEREST

If any payment due under this Agreement is paid late Late Payment Interest will be payable from the date payment is due to the date of payment.

10 DISPUTE RESOLUTION

- 10.1 Any dispute or difference of any kind whatsoever arising between the Owner the Developer or the County Council (the "Parties") out of or in connection with this Agreement (including without limitation any question regarding its existence validity or termination) shall be referred to arbitration before a single expert (the "Expert").
- 10.2 The Parties to the dispute shall jointly appoint the Expert not later than twenty (20) Working Days after service (on all other Parties to the dispute) of a request in writing by any Party to the dispute to do so.
- 10.3 If the Parties to the dispute are unable to agree within twenty (20) Working Days as to the appointment of such Expert then the Expert shall be appointed on the application of either of the Parties as follows:
- (a) difference or question relates to the rights and liabilities of either Party or to the terms or conditions to be embodied in the Agreement or document appertaining to the Agreement it shall be referred to a solicitor or barrister notified by or on behalf of the President for the time being of the Law Society;
 - (b) difference or question relates to highway works engineering demolition building or construction works it shall be referred to a chartered civil engineer notified by or on behalf of the President for the time being of the Institution of Civil Engineers;
 - (c) difference or question relates to the value of any interest in property it shall be referred to a chartered surveyor agreed upon by the Parties but in default of agreement appointed at the request of either Party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors; or
 - (d) if such difference or question relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the Parties in dispute but in default of agreement by or on behalf of the President for the time being of the Royal Town Planning Institute.
- 10.4 In the event of a reference to arbitration the Parties in dispute agree to:
- (a) prosecute any such reference expeditiously; and

(b) do all things or take all steps reasonably necessary in order to enable the Expert to deliver any award (interim, final or otherwise) as soon as reasonably practicable.

10.5 The Expert will have the power to consolidate proceedings or hold concurrent proceedings and to order on a provisional basis any relief which he would have power to grant on a final award.

10.6 The award shall be in writing signed by the Expert and shall be finalised within ten (10) Working Days of the hearing.

10.7 The award shall be final and binding both on the Parties to the dispute and on any persons claiming through or under them and judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

10.8 Unless this Agreement has already been terminated each of the Parties to the dispute shall in every case continue to comply with its obligations under this Agreement regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution pursuant to this clause but without prejudice to the rights and obligations of the Parties in relation to the termination of the Agreement and other methods of enforcement.

10.9 The provisions of this clause shall not affect the ability of a party to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

11 SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

11.1 Where in the opinion of the Owner or Developer any of the provisions of this Agreement have been satisfied the Owner or the Developer shall be entitled to apply to the County Council for a certificate to that effect and upon the County Council being satisfied that the relevant agreement obligation and covenant as the case may be has been satisfied the County Council shall forthwith issue a certificate to such effect.

11.2 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

12 APPROVALS

- 12.1 Where any details, programmes, plans, strategies, reports, matters or materials are approved by the County Council under the terms of this Agreement further or amended details programmes plans strategies reports matters or materials may be submitted from time to time and if approved by the County Council (acting reasonably) shall replace those previously approved.
- 12.2 All approvals, consents, expressions of satisfaction, agreement and similar matters required to be given by any party to this Agreement shall not be unreasonably withheld or delayed.

13 COMMUNITY INFRASTRUCTURE LEVY

- 13.1 The Parties agree that for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended) the obligations imposed in this Agreement are:
- (a) necessary to make the development permitted pursuant to the Planning Application acceptable in planning terms;
 - (b) directly relate to the development permitted pursuant to the Application; and
 - (c) fairly and reasonably relate in scale and kind to the development permitted pursuant to the Planning Application but for the avoidance of doubt.

14 LEGAL COSTS

The Developer covenants on completion of this Agreement to pay to the County Council the proper and reasonable legal costs of the County Council incurred in the negotiation, preparation, execution, and completion of this Agreement, and to pay the County Council the sum of £412 (four hundred and twelve pounds) towards reporting and monitoring the s106 obligations

15 VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

16 RIGHT OF ENTRY

16.1 At all times on not less than 24 hours' written notice except in case of emergency with or without notice the Owner shall allow any employee or agent of the County Council entry to the Application Site or the Cycleway Land for the purposes of inspection and monitoring compliance with the provisions of this Agreement PROVIDED THAT:

- (a) such employee or agent on arrival at the Application Site or the Cycleway Land shall if requested by any person present who appears to be the Owner the manager or person in charge thereof produce evidence of identity (but entry may be made if there is or appears to be no such person on the Application Site or the Cycleway Land);
- (b) such entry shall be effected between 8:00 am and 5:00 pm on any Working Day;
- (c) such employee or agent may be accompanied by such other persons as may be reasonably necessary;
- (d) such employee or agent may take photographs measurements and levels;
- (e) such employee or agent may not remain on the Application Site or the Cycleway Land for no longer than is reasonably necessary for carrying out a proper inspection; and
- (f) such employee or agent and any other accompanying persons shall comply with the Owner or the Owner representative's reasonable directions and precautions in the interests of safety.

17 INDEXATION

17.1 Any sum referred to in the Third Schedule (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the BCIS Index (unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

- (a) A is the sum payable under this Agreement
- (b) B is the original sum calculated as the sum payable

(c) C is the BCIS Index for the month two (2) months before the date on which the sum is payable

(d) D is the BCIS Index for the month two (2) before the date of this Agreement and

(e) C/D is greater than one (1)

18 MISCELLANEOUS

18.1 No provision of this Agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of the County Council in the exercise of any of their statutory functions or otherwise.

18.2 If any provision of this Agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

18.3 No waiver (whether expressed or implied) by the County Council or the Owner or Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council or the Owner or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

18.4 Save as specifically provided in this Agreement, nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Site or the Cycleway Land in accordance with any planning permission (other than one relating to the Development).

18.5 For the purposes of the 1999 Act it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement.

18.6 The parties to this Agreement shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner and Developer shall comply with any reasonable requests of the County Council to have access to any part of the Application Site or the Cycleway Land or any reasonable requests to provide documentation within the Owner or the Developer's possession (at their own expense) for the purposes of monitoring compliance with the obligations contained herein.

18.7 The Owner and Developer agree declare and covenant with the County Council to observe and perform the conditions restrictions and all other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement

19 ENTIRE AGREEMENT

This Agreement the schedules and the plans and documents annexed hereto or otherwise referred to herein contain the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the Parties relating to that subject matter.

20 JURISDICTION

This Agreement is governed and should be interpreted in accordance with the laws of England.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a **DEED** the day and year before written

The **COMMON SEAL** of
SUFFOLK COUNTY COUNCIL

was hereunto affixed in the presence of:

Authorised Signatory

EXECUTED as a **DEED BY**
SIR GEORGE ANTHONY AGNEW

In the presence of:

**EXECUTED as a DEED BY
BLOOR HOMES LIMITED**
acting by its attorneys:-

Attorney

Attorney



AUTHORISED SIGNATORY
A. LOWE.

Mark Slade
Authorised Signatory

SCHEDULE 1

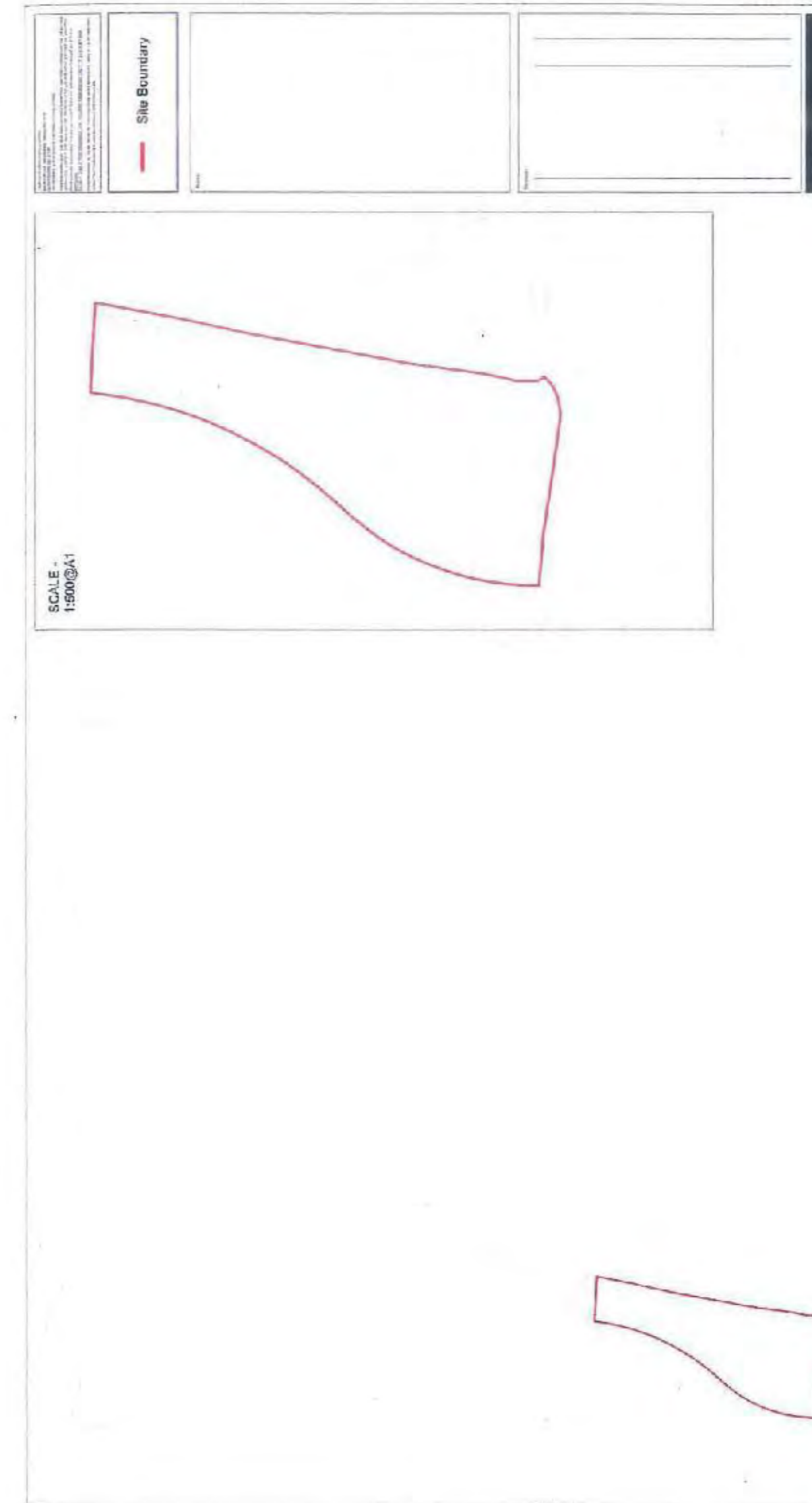
Ownership Details

The Owner is the registered owner with absolute title of the Application Site and the Cycleway Land which forms part of the land registered with the Land Registry under title number SK362697.

SCHEDULE 2

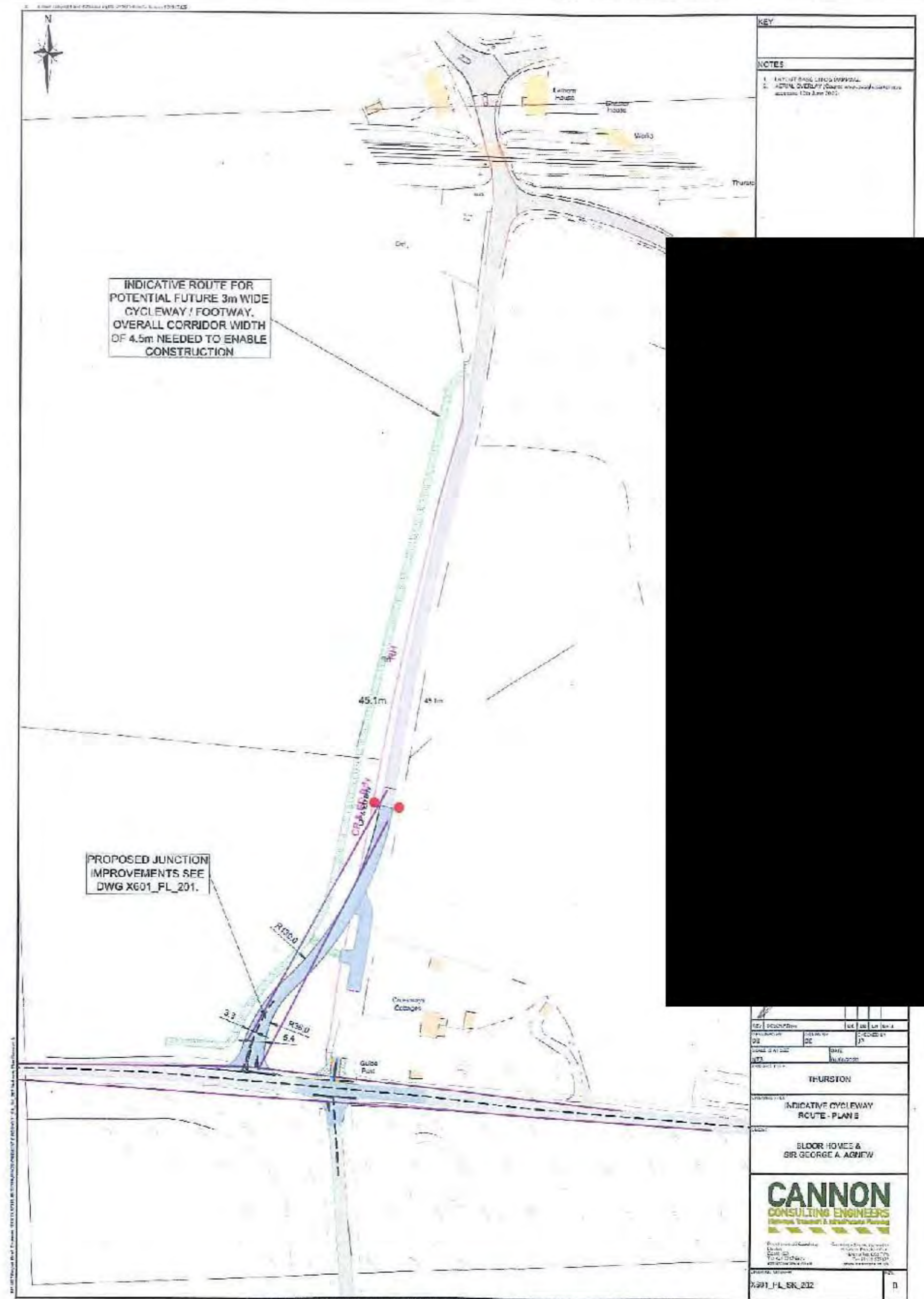
The Plans

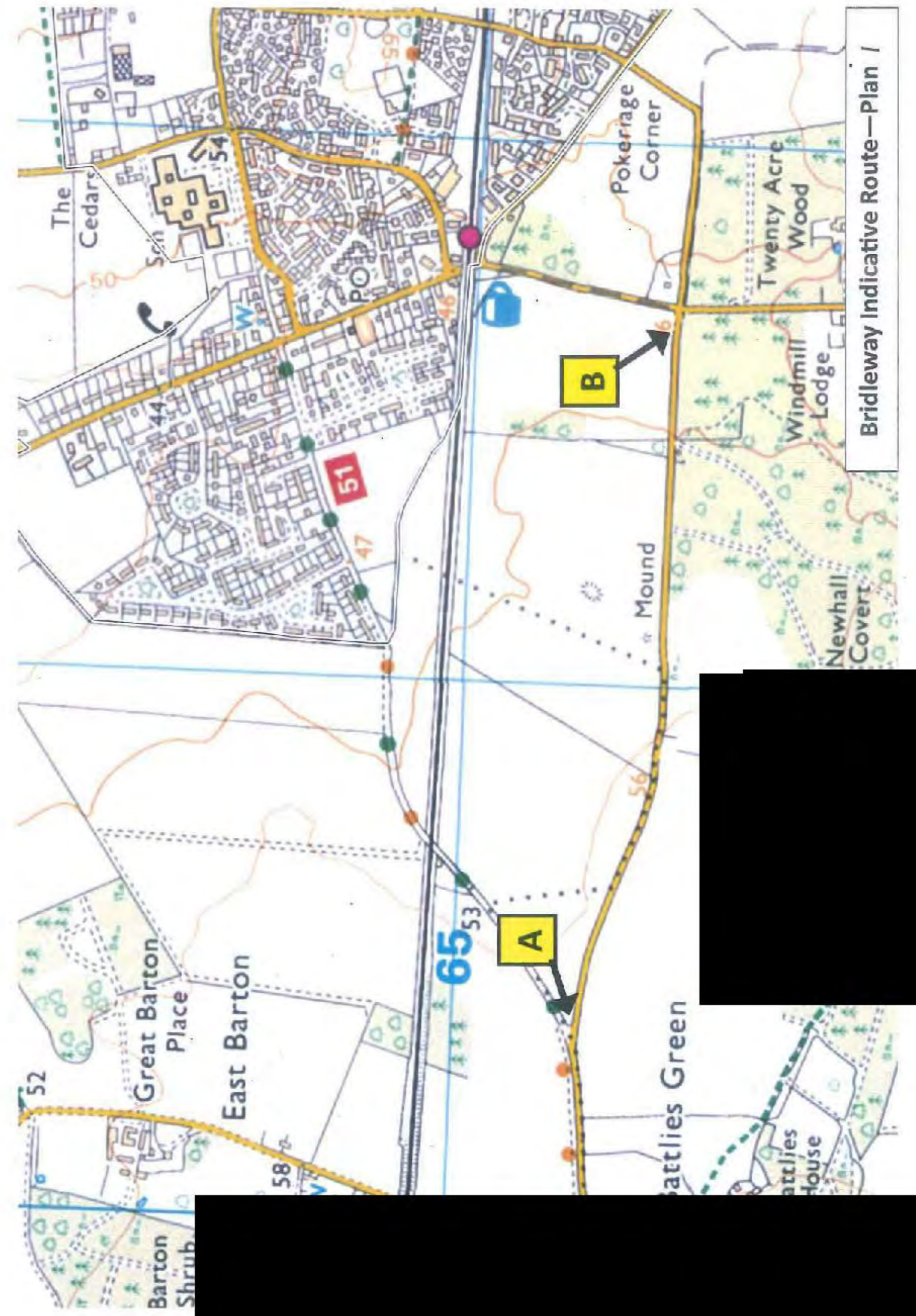
Plan 1 - Application Site



Fis

Plan 2 – Cycleway Land





Bridleway Indicative Route—Plan 1

SCHEDULE 3
PLANNING OBLIGATIONS OWED TO THE COUNTY COUNCIL

1 FINANCIAL CONTRIBUTION

- 1.1 The Owner of the Application Site covenants to pay to the County Council the Cycleways and Bridleway Financial Contribution prior to the Implementation Date.
- 1.2 The Owner of the Application Site shall not Implement the Development until it has paid to the County Council the Cycleways and Bridleway Financial Contribution.

2 CYCLEWAY

- 2.1 Upon receipt of a written request from the County Council, within the 10 (ten) year period commencing on the Implementation Date, confirming that

(a) it wishes to proceed with the construction of a cycle path on the Cycleway Land; and

(b) has obtained all necessary consents and approvals for such works,

such notice being a "Cycleway Notice", the Owner of the Cycleway Land will enter into the Dedication and Adoption Agreement.

3 BRIDLEWAY

- 3.1 Following the Implementation Date, the Owner of the Cycleway Land and the Developer will use reasonable endeavours to promote the establishment of a Bridleway between the points marked "A" and "B" on the Bridleway Plan provided that this route is indicative only but where possible the Bridleway shall be sited on the route as shown on the Bridleway Plan and shall subject to paragraph 3.3 below be on land under the ownership of the Owner of the Cycleway Land

- 3.2 The obligation at paragraph 3.1 above shall require:

(a) the Owner of the Cycleway Land and the Developer to take (*inter alia*) the following steps:

(i) the preparation of suitably detailed plans showing the proposed route of the relevant Bridleway; and

- (ii) the submission of those plans to the County Council for the purpose of engagement and consultation with the County Council's officers to provide that where possible and subject to paragraph 3.3 below the Bridleway will be routed over land owned by the Cycle Way Land Owner
- (b) the Owner of the Cycleway Land to prepare and enter into a dedication agreement under s25 of the Highways Act 1980 with the County Council in relation to the dedication of the relevant land as a Bridleway
- (c) the Developer to pay to the County Council its reasonable legal costs in connection with the dedication of the relevant land as a Bridleway up to a maximum of £5,000.

3.3 The obligation at paragraph 3.1 above shall not require the Owner of the Cycleway Land or the Developer or another party with an interest in the relevant land to:

- (a) dedicate land which the Owner of the Cycleway Land does not own PROVIDED THAT where other landowners have an interest in the relevant route of the Bridleway, the Owner of the Cycleway Land and the Developer shall for a period of two years following the Implementation Date use reasonable endeavours to procure that such landowners enter into such a dedication agreement
- (b) provide a commuted sum to the County Council in relation to the maintenance or management or registration of the relevant land as a Bridleway;
- (c) undertake any works of upgrading or improving land to be dedicated as a Bridleway as a condition of its adoption by the County Council, or

proceed with the dedication if there are sustained formal written objections from a local authority in the area to the proposed creation of the Bridleway

SCHEDULE 4
The County Council's Covenants

- 1 If requested to do so in writing by the Owner of the Cycleway Land or the Owner of the Application Site after the expiry of ten (10) years from the payment of the Cycleways and Bridleway Financial Contribution within a further one (1) year period the County Council shall repay to the person entitled to such amount of the Cycleways and Bridleway Financial Contribution which has not been committed or expended by the County Council
- 2 The County Council covenants to enter into the Dedication and Adoption Agreement following its service of a Cycleway Notice on the Owner of the Cycleway Land
- 3 Having entered into the Dedication and Adoption Agreement, the County Council will make the TRO at the cost of the Owner of the Cycleway Land and thereafter shall not restrict the Owner's rights to access its retained land as detailed in the Dedication and Adoption Agreement
- 4 If the County Council refuses a request for a letter of satisfactory completion of any of the Owner's obligations in this Agreement, the reasons for the County's Council's refusal must be in writing and give reasons for the refusal and set out the works necessary to enable a letter of satisfactory completion to be issued.
- 5 To assist the Owner and the Developer in relation to the Owner and Developer's obligations with respect to the Bridleway set out at paragraph 3 of Schedule 3 and to enter into such dedication/adoption agreement as it is reasonably required.