

T H I S   A G R E E M E N T is made the 1<sup>st</sup> day of July One  
Thousand Nine Hundred and Eighty-three B E T W E E N NORFOLK COUNTY COUNCIL  
of County Hall Martineau Lane Norwich Norfolk (hereinafter called "the County  
Council") of the first part BROADLAND DISTRICT COUNCIL Thorpe Lodge Yarmouth  
Road Norwich Norfolk (hereinafter called "the District Council") of the second  
part and STAIR LIMITED of 16 St. George's Street Douglas Isle of Man  
(hereinafter called "the Owner") of the third part

W H E R E A S :-

- (1) The County Council is the County Planning Authority within the meaning of the Town & Country Planning Act and the Highways Authority within the meaning of Highways Acts
- (2) The District Council is the District Planning Authority within the meaning of the Town & Country Planning Acts
- (3) The Owner is the estate owner in fee simple in possession free from incumbrances of the land at Pound Lane Thorpe St. Andrew (hereinafter called "the Application Site") shown coloured pink and edged red on the annexed drawing No. 1528/50
- (4) The Owner has made applications (Reference 5/82/0571 and 5/82/1300) in accordance with the Town & Country Planning Act 1971 for outline planning permission for alternative developments of the Application Site by the erection of 35,000 square feet of shops and 47,000 square feet of shops respectively with associated carparking
- (5) Planning permission in respect of Application No. 5/82/0571 and Application no. 5/82/1300 has been refused by the District Council by notices dated 27th July 1982 and 14th September 1982 respectively



- (6) The Owner has appealed to the Secretary of State for the Environment under Section 36 of the Town & Country Planning Act 1971 against such refusals by notices dated 29th July 1982 and 25th October 1982 respectively
- (7) The County Council and the Owner have agreed that in the event of the Secretary of State for the Environment granting planning permission for the development specified in Application No. 5/82/0571 and/or Application No. 5/82/1300 the provisions hereinafter contained relating to highways should have effect
- (8) The District Council and the owner have agreed that in the event of the Secretary of State for the Environment granting planning permission for the development specified in Application No. 5/82/0571 and/or Application No. 5/82/1300 the provisions hereinafter contained relating to the use of the buildings thereby permitted shall have effect and that in the event of the Secretary of State for the Environment granting planning permission for the development specified in Application No. 5/82/0571 and/or Application No. 5/82/1300 the provisions hereinafter contained relating to surface water drainage shall have effect

N O W THIS DEED W I T N E S S E S as follows:-

1. THIS agreement is made pursuant to and for the purposes of Section 52 of the Town & Country Planning Act 1971 Section 278 of the Highways Act 1980 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers
2. THE Owner hereby covenants with the County Council that in the event of the Secretary of State for the Environment granting planning permission for the development specified in Application No. 5/82/0571 and/or Application No. 5/82/1300 they will not use or cause or permit the use for the purposes of trading of the shops thereby permitted or the associated carparking unless and until the road works hereinafter described have been carried out



constructed and completed in accordance with the terms of this agreement and to the reasonable satisfaction of the County Council's Surveyor

3. THE Owner hereby further covenants with the County Council that in the event of the Secretary of State for the Environment granting planning permission for the development specified in Application No. 5/82/0571 and/or Application No. 5/82/1300 they will at their own expense and upon commencement of such development carry out construct and complete to the satisfaction of the County Council's Surveyor the road works described in the First Schedule hereto and illustrated on the annexed plan numbered 11591/STR/2/1 (hereinafter called "the Road Works")
4. THE Owner hereby indemnifies the County Council from and against all claims demands actions proceedings and costs arising out of or in connection with or ancillary to the carrying out and construction of the Road Works or any part thereof
5. THE Owner shall not appoint or instruct any contractor or subcontractor to carry out all or any of the Road Works without the written consent of the County Council being first obtained such consent not to be unreasonably withheld
6. THE Owner shall during the progress of the Road Works give to the County Council's Surveyor and every person appointed by him free access to each and every part of the Road Works and the sites thereof and permit them to inspect the same and all materials used or intended for use therein and to give instructions relating thereto
7. THE Owner shall pay to the County Council upon completion of the Road Works in accordance with this agreement an administration fee and supervision charge of five per centum (5%) of the total cost of the Road Works
8. BEFORE commencing the construction of the Road Works the Owner shall:-
  - (a) Prepare such detailed plans of the Road Works (including civil



engineering design and the incorporation of the traffic signal design to be prepared by the County Council's Surveyor) as the County Council's Surveyor may require and to his satisfaction and

- (b) Provide a bond of surety to guarantee the completion of the Road Works in accordance with this agreement with the surety being approved by the County Council (such approval not to be unreasonably withheld) and the amount of the bond being such as may be agreed by the parties or in default of agreement as may be determined by an independent person to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Institution of Civil Engineers on the written application of either the County Council or the Owner provided that if the Owner shall so require in lieu of the provision of a bond as aforesaid they may deposit with the County Council such sum as the County Council may reasonably require as security for the performance of the obligations on the part of the Owner contained in this agreement which sum shall be released to the Owner on completion of the Road Works with all interest earned thereon and any dispute as to the amount of such deposit shall be determined by an independent surveyor appointed in accordance with the terms of this clause

9. THE Owner hereby covenants with the District Council that in the event of the Secretary of State for the Environment granting planning permission for the development specified in Application No. 5/82/0571 and/or Application No. 5/82/1300 they will not use or cause or permit the use for the purposes of trading of the shops thereby permitted nor the associated carparking unless and until the surface water drainage works hereinafter described have been carried out and constructed and completed in accordance with the terms of this agreement to the reasonable satisfaction of the District Council and the Anglian Water Authority



10. THE Owner hereby further covenants with the District Council that in the event of the Secretary of State for the Environment granting planning permission for the development specified in Application No. 5/82/0571 and/or Application No. 5/82/1300 they will at their own expense and upon commencement of such development carry out construct and complete to the satisfaction of the District Council and the Anglian Water Authority the works of surface water drainage described in the Third Schedule hereto (hereinafter called "the Drainage Works")
11. THE Owner hereby indemnifies the District Council and the Anglian Water Authority from and against all claims demands actions proceedings and costs arising out of or in connection with or ancillary to the carrying out and construction of the Drainage Works or any part thereof
12. THE Owner shall not appoint or instruct any contractor or subcontractor to carry out all or any of the Drainage Works without the written consent of the District Council being first obtained (such consent not to be unreasonably withheld)
13. THE Owner shall during the progress of the Drainage Works give to the District Council and the Anglian Water Authority and every person appointed by either of them free access to each and every part of the Drainage Works and the sites thereof and permit them to inspect the same and all materials used or intended for use therein and to give instructions relating thereto
14. BEFORE commencing the construction of the Drainage Works the Owner shall:-
  - (a) Prepare such detailed plans of the Drainage Works as the District Council and the Anglian Water Authority may require and to their satisfaction and
  - (b) Provide a bond of surety to guarantee the completion of the Drainage Works in accordance with this agreement with the surety being approved by the District Council (such approval not to be unreasonably



withheld) and the amount of the bond being such as may be agreed by the District Council and the Owner or in default of agreement as may be determined by an independent person to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Institution of Civil Engineers on the written application of either the District Council or the Owner provided that if the Owner shall so require in lieu of the provision of a bond as aforesaid the Owner may deposit with the District Council such sum as the District Council may reasonably require as security for the performance of the obligations on the part of the Owner contained in this agreement which sum shall be released to the Owner on completion of the Drainage Works with all interest earned thereon and any dispute as to the amount of any such deposit shall be determined by an independent surveyor appointed in accordance with the terms of this clause

15. THE Owner hereby covenants with the District Council that in the event of the Secretary of State for the Environment granting planning permission for the development specified in Application No. 5/82/0571 and/or 5/82/1300 the Owner will observe and perform the various covenants obligations and restrictions set out in the Second Schedule hereto

16. IN this agreement:-

- (i) The expression "the Owner" "the County Council" and "the District Council" shall include their respective successors in title and assigns
- (ii) Words importing the singular number only include the plural number and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa

#### THE FIRST SCHEDULE

1. The widening of St. William's Way and Pound Lane together with the junction



of those two roads

2. The provision of traffic signals at St. William's Way/Pound Lane junction and the provision of an outstation transmission unit
3. The provision of detectors between the existing and new signals linked to the Urban Traffic Control Centre through the outstation transmission unit
4. The provision or modification of surface water facilities in Pound Lane/St. William's Way and on the A47 trunk road
5. The provision of Group A street lighting at the proposed access to Pound Lane
6. The relocation as necessary of public utility services

THE SECOND SCHEDULE

1. The area for retail sales shall not exceed 15.000 square feet or such larger area as may be subsequently granted by the Local Planning Authority or by the Secretary of State
- 2.1 The said supermarket shall at all times offer for sale not less than 90% (measured as hereinafter provided) of those products or goods normally offered for sale by shops in categories 101 102 103 104 210 220 230 240 241 260 261 270 and 311 of the List of Kinds of Business in the Report of the Census of Distribution and Other Services 1971 produced by the Department of Industry Business and Statistics Office unless otherwise first agreed in writing by the District Council such agreement not to be unreasonably withheld or delayed
- 2.2 For the purposes of clause 2.1 the said figure of 90% shall be calculated from time to time by reference to the total floor space occupied by all goods or products offered at such time for sale in the said supermarket
- 3.1 The six individual shop units comprising part of Application No. 5/82/0571 and/or 5/82/1300 (hereinafter called "the Shop Units") shall be constructed at the same time as the said supermarket and shall be complete in all respects and ready for occupation as individual retail shop units at the



latest within one year from the completion of the construction of the said supermarket or the date of the opening of the said supermarket for trading (whichever shall be the earlier)

- 3.2 The occupier for the time being of the said supermarket shall not occupy any of the Shop Units by himself or through any partnership in which he shall have an interest or (if a company) by any associated or subsidiary company or any other company in the same group of companies of which the company forms part
- 3.3 Subject to Clause 3.5 each of the six Shop Units shall be occupied by six separate and different occupiers and for the purposes of this paragraph the provisions as to occupation set out in paragraph 3.2 hereinbefore contained shall apply
- 3.4 Subject to Clause 3.5 the said six Shop Units shall be retained as such and any internal walls dividing one Shop Unit from another Shop Unit shall not be removed or altered in any way without the prior written consent of the District Council
- 3.5 The District Council shall not unreasonably withhold its consent to an application to vary Clause 3.3 and/or 3.4 hereof

#### THE THIRD SCHEDULE

1. The Owner shall provide at his own expense in accordance with the requirements of the District Council and the Anglian Water Authority and to the satisfaction of the District Council and the Anglian Water Authority an on-site and off-site water drainage system serving the Application Site such system to include (but without prejudice to the generality of the foregoing) the provision of a reservoir on the Application Site and a pumping station
2. PROVIDED THAT in the event that the District Council or the Anglian Water Authority shall have provided before the use of the said supermarket for the purposes of trading shall have commenced an off-site surface water



sewer or drain into which surface water drainage from the Application Site can be discharged to the satisfaction of the District Council and the Anglian Water Authority (whether by gravity or by pumping) then the Owner shall at its own expense connect the on-site surface water drainage system serving the Application Site into the said sewer or drain and shall forthwith upon demand pay to the Council such sum or sums as are hereinafter referred to

3. The sum or sums hereinbefore referred to shall be such amount or amounts as would be equal to the costs of carrying out the works of off-site surface water drainage referred to in paragraph 1 of this Schedule (including but without prejudice to the generality of the foregoing the construction of the said reservoir and the provision of the said pumping station) such sum or sums to be calculated by reference to costs ruling at the date of the connection of the on-site surface water drainage from the Application Site into the said surface water drain or sewer
4. In default of agreement between the District Council and the Owner as to the sum or sums referred to in paragraph 3 hereof such sum or sums may be determined by an independent person to be appointed by agreement between the District Council and the Owner or in default of agreement by the President for the time being of the Institution of Civil Engineers on the written application of either of the parties and in respect of such determination the following provision shall have effect:-
  - (i) Such independent person shall make such determination as an expert and not as an arbitrator and his decision shall be final and binding upon the parties hereto
  - (ii) Such independent person shall afford to both the District Council and the Owner an opportunity to make representations to him
  - (iii) The expenses of such independent person including the cost of his appointment shall be in the award of such person whose decision shall

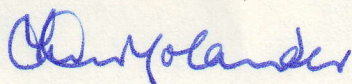


be final and binding on the parties who shall otherwise bear their own costs

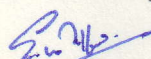
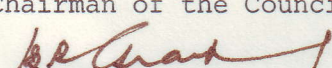
(iv) The said President may in writing discharge such independent person and appoint another independent person in his place if the independent person shall die delay or become unwilling or incapable of acting or in any other circumstances in which the President in his absolute discretion feels that it would be appropriate to do so

IN WITNESS whereof the County Council the District Council and the Owner have caused their respective Common Seals to be hereunto affixed the day and year first before written

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

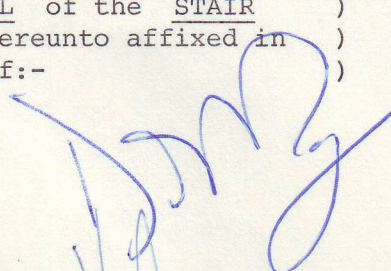
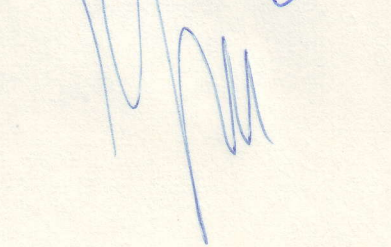


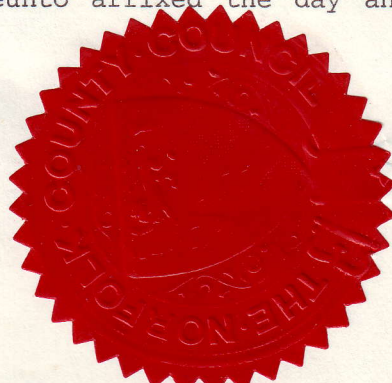
THE COMMON SEAL of the BROADLAND )  
DISTRICT COUNCIL was hereunto )  
affixed in the presence of:- )

  
Chairman of the Council  
  
Chief Executive and Clerk

THE COMMON SEAL of the STAIR )  
LIMITED was hereunto affixed in )  
the presence of:- )

Director  
  
Secretary





DATED 1983

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NORFOLK COUNTY COUNCIL (1)

BROADLAND DISTRICT COUNCIL (2)

STAIR LIMITED (3)

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A G R E E M E N T

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DAYNES CHITTOCK & BACK  
Solicitors  
Norwich

Ref: BFG/KH/2044





#### Notes

- 1 This drawing and any design shown on it is the copyright of the architects (Piper Black Partnership) and must not be used for any purpose whatsoever without their written consent.
- 2 All dimensions to be verified on site and the architect informed of any discrepancy.

B	Surface water sewer revised.	15.8.80	D.F.H.
A	Proposed line of surface water sewer indicated.	19.2.80.	D.F.H.
rev.		date	initial

Architects, surveyors and planning consultants  
Norwich, London and Saudi Arabia  
Associated practices: Bury St. Edmunds, Kings Lynn, Malta, Cyprus, Iran.

#### Piper Black Partnership

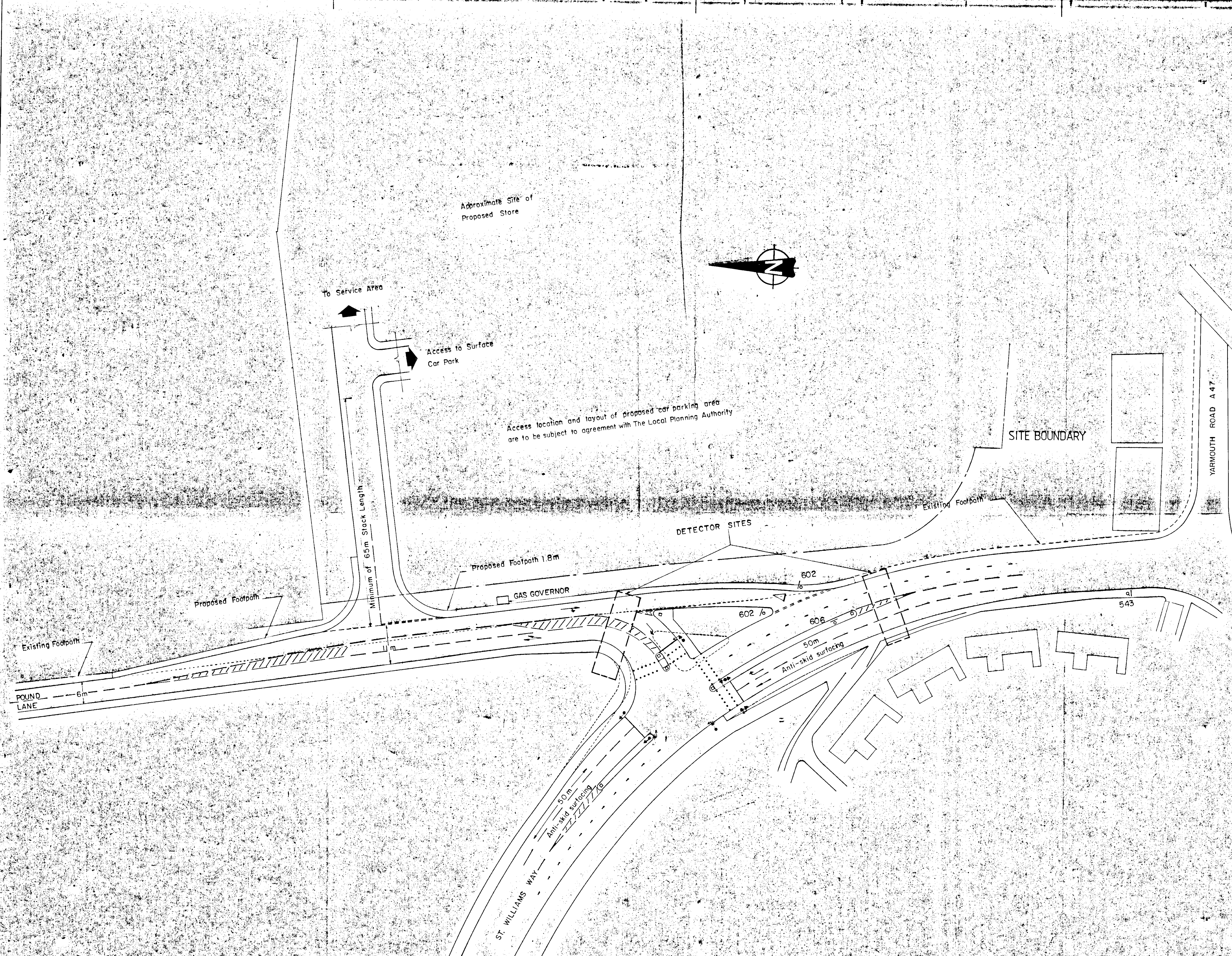
41-43 Thorpe Road, Norwich, Norfolk NR1 1UQ  
Telephone Norwich (STD 0603) 28751/2/3/4/5

#### job RETAIL UNIT FOR Stair Ltd

drawing  
AT  
POUND LANE  
THORPE ST ANDREW  
NORWICH

scale	drawn	date	
1: 2500	m p c.		
job no.	drg. no.	revision	type
1528	50		





- NOTE - The junction improvements to be undertaken will cover the work shown on this drawing and also include the following:-
- 1) Existing surface water drainage to be modified to suit the new layout in accordance with the requirements of the County Surveyor.
  - 2) Group A street lighting will be provided at the proposed access from Pound Lane
  - 3) Statutory undertakers' plans will be relocated as necessary.
  - 4) Signal controller and links to the UTC Centre via an outstation transmission unit.

Mark	Date	By	Rev

# STR2/1

STAIR LTD NORWICH

PROPOSED ACCESS AND HIGHWAY IMPROVEMENT TO POUND LANE/ST. WILLIAMS WAY JUNCTION

OVE ARUP & PARTNERS

Job No. Drawing No. Rev.

11591 STR 2/1

Scale 1:500  
 Drawn: A/K Date: MAR 83 Check: Passed