

Dated 1st August

1989

BROADLAND DISTRICT COUNCIL

- and -

GRAHAM M DACRE

- and -

NORFOLK COUNTY COUNCIL

A G R E E M E N T

pursuant to

Section 52 of the Town and Country Planning  
Act 1971

Re

Church Field, Attlebridge  
Norfolk



THIS AGREEMENT is made the 1st day of August 1989  
BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth  
Road Norwich in the County of Norfolk (hereinafter called "the  
District Council") of the first part and GRAHAM M DACRE of Ashtree  
Farm Station Road Attlebridge in the County of Norfolk (hereinafter  
called "the Owner") of the second part and NORFOLK COUNTY COUNCIL of  
County Hall Martineau Lane Norwich in the County of Norfolk  
(hereinafter called "the County Council") of the third part.

WHEREAS

(A) The District Council is the Local Planning Authority for the  
purposes of the Town and Country Planning Act 1971 for the area in  
which the land hereinafter described is situate

(B) The Owner is the owner in fee simple in possession of land at  
Church Field Attlebridge which land is shown for identification on the  
plan attached hereto edged pink and hereinafter referred to as "the  
site"

(C) The County Council are entering into this Agreement for and on  
behalf of the Norfolk Museums Service part of which consists of the  
Norfolk Archaeological Unit of Union House Gressenhall Dereham which  
Unit is hereinafter referred to as the "NAU"

(D) An application has been made dated 14th December 1988 to the  
District Council for planning permission to construct 8 dwellings on  
the site which application is more particularly described in the forms  
plans and particulars deposited with the District Council and numbered  
88.3434 and 88.3435 (hereinafter called "the Application")

(E) The District Council is satisfied on consideration of the evidence  
available that it is desirable in the local and national interests  
that the site is archaeologically excavated prior to the development  
described above being carried out Accordingly the parties hereto have  
entered into this Agreement for the purpose of allowing for such  
excavation



N O W   T H I S   D E E D   W I T N E S S E T H   a s   f o l l o w s

1. This Agreement and the covenants hereinafter contained are made pursuant to Section 52 of the Town and Country Planning Act 1971 Section III of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and are made in consideration of the grant of planning permission by the District Council in relation to the Application by way of a Decision Notice of the same date as this Agreement a copy of which Notice is annexed hereto

2. The Owner makes the following covenants and agreements with the District Council and the County Council so as to bind the site and any part thereof

3. No steps shall be taken to implement the planning permission granted pursuant to the Application unless and until the following terms and conditions have been complied with

4. The Owner shall give notice in writing to the NAU that the site is available for archaeological excavation

5. As from the date of the Notice under Clause 4 above the Owner hereby grants unrestricted access to the site to the NAU their agents and contractors for the purposes of archaeological excavation for a period of 5 months

6. The Owner will pay £17,038 to the NAU in order to fund the excavations as follows

(i) £8,519 on issue of notice under Clause 4

(ii) £8,519 within 4 months of issue of notice under Clause 4

7. In normal working conditions the soil on the site will be stripped off to a depth of up to 0.5 of a metre BUT in any event the NAU hereby agree that the soil on the site will not be stripped off overall more than one metre below the existing surface of the site without the prior written consent of the Owner but it is hereby acknowledged that



MORTON ON THE HILL CP



spot excavations below this depth may be made to excavate archaeological features without such consent

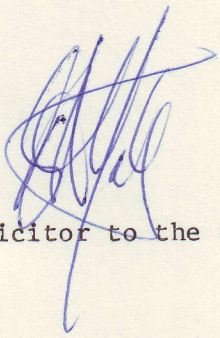
8. Any archaeological remains artefacts of objects of any kind found by the NAU are hereby donated by the Owner to the Norfolk Museums Service to be held for the benefit of the public provided that this clause does not relate to or include any item of treasure trove

9 The NAU will ensure that proper and adequate insurance is maintained at its own expense for through the archaeological excavation for the protection of the County Council and the Owner and their respective employees visitors and other persons lawfully entering and leaving the site

10. The terms "the District Council" "the Owner" "the County Council" and the "NAU" shall include their respective successors in title and assigns

I N W I T N E S S whereof the common seals of the parties have been attached the day and year first before written

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

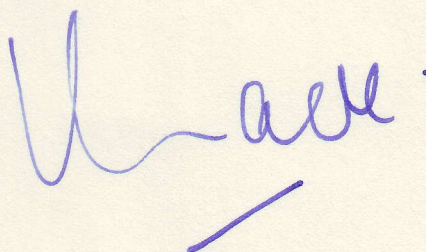
  
Solicitor to the Council



3793

SIGNED SEALED AND DELIVERED )  
by the said GRAHAM M DACRE )  
in the presence of.- )

MRS T.O. JAFFE  
9 NEWTON CLOSE  
NEWTON FLOTHAN  
NORWICH  
NORFOLK





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



*Ch. D. Plender*

County Solicitor

