

50P.

N C C.

AK 70/1/12/12

THIS AGREEMENT is made the *twenty-first* day
of *January*

One thousand nine hundred and eighty-five

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of Coun

Hall Martineau Lane Norwich of the first part NORFOLK DEVELOPMENTS

LIMITED ("the First Developers") whose Registered Office is situate at

Pheonix House 353 Hall Road Norwich of the second part and TYPARK

LIMITED ("the Second Developers") whose Registered Office is situate

at 4-8 Cathedral Street Norwich of the third part

WHEREAS:-

1. The County Council is a local planning authority within the meaning of the Town and Country Planning Act 1971 and the highway authority in respect of the C253 road at Horsham St. Faiths in the County of Norfolk

2. The First Developers and the Second Developers acting in partnership as Horsham Developments ("the Developers") are the owners in fee simple free from incumbrances of the land shown edged red on the attached plan ("the said land") being situate at Horsham St. Faiths

3. The Developers have submitted a planning application reference 05/83/2300 ("the application") to the Broadland District Council dated 10th November 1983 for the residential development of the said land

4. The Broadland District Council refused planning permission for the application on

5. The Developers have appealed against the refusal of planning permission to the Secretary of State for the Environment ("the Secretary of State")

6. There are highway and highway drainage objections to the residential development of the said land which can only be overcome by the provision of a footway in the C253 and the making of arrangements for the drainage of highway surface water

NOW THIS DEED WITNESSETH as follows:-



Chy
unit
complete

1. This Agreement is made in pursuance of Section 52 of the Town and Country Planning Act 1971 Section 111 of the Local Government Act 1972 Section 278 of the Highways Act 1980 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

2. (i) The Developers hereby jointly and severally covenant that:-

(a) no more than 50 dwellings on the said land which may be permitted upon the determination of the appeal by the Secretary of State shall be commenced and

(b) none of the dwellings which may be so permitted shall be occupied until the provision (at the total expense of the Developers) of a surface water drainage system to serve inter alia the estate roads to be constructed on the said land ("the drainage works")

(ii) The drainage works shall be carried out to the satisfaction of and in accordance with the reasonable requirements and specifications of the County Council and Anglian Water

(iii) The number of dwellings referred to in Clause 2(i)(a) above may be varied by agreement in writing between the County Council and the Developers

3. The Developers hereby jointly and severally covenant that

(i) no more than 40% of the dwellings on the said land which may be permitted upon the determination of the appeal by the Secretary of State shall be completed for occupation until the carrying out of the following works ("the footway works") at the total expense of the Developers

(a) the provision of a 1.8 metre wide footway on the north side of the C253 commencing at point A on the attached plan and running westwards for approximately 300 metres to point B (or to such other point as the County Council and the Developers may hereafter agree in writing)

(b) the kerbing of the existing footway on the north side of the C253

Lower Farm

The Bungalow

1954
420ha
2.44

3.44
1.237
8.22

1425
1.364ha
2.35

10.9
47.2m

414
1.341
8.22

525e
1.652ha
4.08

6345
5.750ha
14.2

7562
1.239ha
3.06

7949
0.40ha
1.0

814
11.62m

8942
20.231ha
50.00

5027
13.104ha
32.38

5415
1.239ha
3.06

8321
0.45ha

8214
0.11ha
0.11

8214
0.11ha
0.11

8214
0.11ha
0.11

8214
0.11ha
0.11

8214
0.11ha
0.11

8214
0.11ha
0.11

Abbey Farm
Remains of
St Swithun's Priory
(Benedictine founded
1390)

St Faith's
Priory

St Mary's & St Andrew's
Church
(C of E)

Telephone
Exchange

Elm Farm

The Beeches

County Council
Highways Depot

Swan Plain

Black Swan

Bowling
Green

Horsham St Faith

Surgery

CROSS
KEYS
C-086

El Sub
Sta

Pond

Pond

Pond

Pond

XB

XA

C

GP

18.7

commencing at point A on the attached plan and running generally eastwards for approximately 200 metres to point C

(ii) the footway works shall be carried out to the satisfaction of and in accordance with the reasonable requirements and specifications of the County Council

(iii) the footway works shall be carried out by or under the supervision of the County Council unless the County Council agree that they be carried out by the Developers or by a contractor introduced by the Developers in which case the County Council may impose such conditions as they consider appropriate

(iv) the cost of the relocation of public utilities services required by the footway works shall be met in full by the Developers

(v) the design of the footway works shall be the responsibility of the Developers and subject to the approval of the County Council

(vi) the Developers shall pay to the County Council a supervision fee based on 5% of the total cost of the footway works

(vii) the Developers shall before the commencement of the footway works provide a Bond of Surety to guarantee payment of the cost of the footway works to the County Council with the Surety being an Insurance Company Guarantee Society Bank or like body approved by the County Council

(viii) the percentage figure referred to in clause 3 (i) above may be varied by agreement in writing between the County Council and Developers

4. The covenants contained in Clause 2 (ii) and 3 (ii) (iii) (iv) (v) (vi) and (vii) hereof are covenants to which Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies

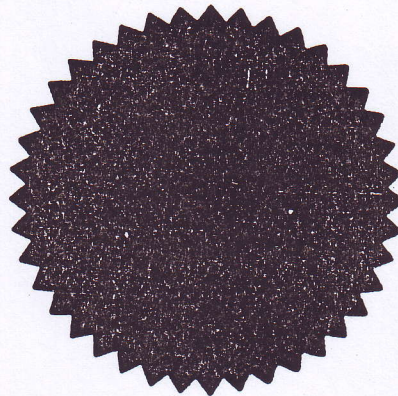
5. This Agreement will have effect from the date hereof subject only to the right of the Developers jointly to terminate this Agreement by notice in writing to the County Council (which notice shall be

addressed to "the County Solicitor") in the event that planning permission is refused on appeal by the Secretary of State

6. The references to "the County Council" and "the Developers" shall include their respective successors and assigns insofar as is appropriate within the terms of Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

I N W I T N E S S whereof the County Council and the Developers have caused their Common Seals to be hereunto affixed the day and year first before written

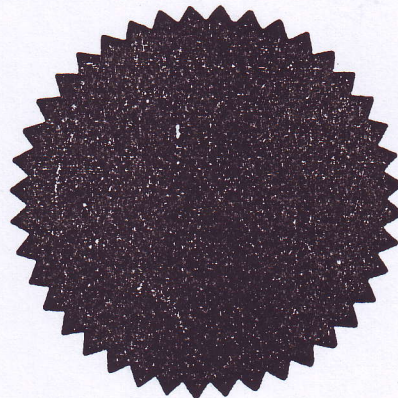
THE COMMON SEAL of NORFOLK)
COUNTY COUNCIL was hereunto)
affixed in the presence)
of:-)



Ch. J. P. J. J. J.

County Solicitor

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



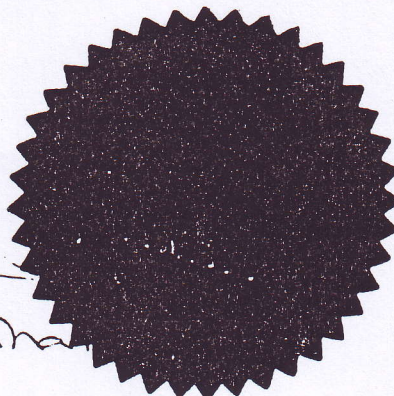
DIRECTOR

[Signature]

COMPANY SECRETARY

[Signature]

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



DIRECTOR

[Signature]

COMPANY SECRETARY

[Signature]

DATED 21ST January 1985

NORFOLK COUNTY COUNCIL

- and -

NORFOLK DEVELOPMENTS LIMITED

- and -

TYPARK LIMITED

AGREEMENT

Under Section 52 of the Town and Country
Planning Act 1971 relating to land at
Horsham St. Faiths in the County of
Norfolk

T.D.W. Molander, Esq., M.A.,
County Solicitor,
Norfolk County Council,
County Hall,
Martineau Lane,
Norwich, NR1 2DH