

T H I S A G R E E M E N T is made the 10th day of
June One thousand nine hundred and eighty-six

B E T W E E N THE NORFOLK COUNTY COUNCIL (hereinafter called "the County Council") of County Hall Martineau Lane Norwich of the first part WIMPEY HOMES HOLDINGS LIMITED (hereinafter called "the developers") whose registered office is situate at 27 Hammersmith Grove London W6 7EN of the second part and FREDERICK THOMAS POINTER GEORGE POINTER and WILLIAM EDWARD POINTER (hereinafter called the "the Owners") of St. Faiths Road Catton Norwich Norfolk 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 and Country Planning Act 1971 (as amended) and the Highway Authority within the meaning of the Highways Act 1980 (as amended)
- (2) The Owners are the estate owners in fee simple free from incumbrances of the land shown edged red on the annexed plan (hereinafter called "the said land")
- (3) The developers have made application to the Broadland District Council (reference 5/85/2178) dated the 12th day of November 1985 in accordance with the Town and Country Planning Act 1971 and the Orders and Regulations for the time being in force thereunder for planning permission for the residential development of the said land (hereinafter called "the development")
- (4) There is at present no suitable outfall for surface water drainage from the roads and footpaths to be provided on the said land
- (5) To overcome the County Council's objection to the grant of planning permission for the development proposed it is necessary that provision is made for a suitable highway surface water drainage system
- (6) The County Council are satisfied that this agreement will be for the benefit of the public

N O W T H I S D E E D W I T N E S S E T H as follows:-

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. In the event that planning permission is granted for the development the Owners hereby covenant with the County Council that they will contribute the sum of FORTY-FIVE THOUSAND POUNDS towards the future costs to be incurred by the County Council of providing an off site surface water drainage system to serve the said land such payment to be made by two equal payments of TWENTY TWO THOUSAND FIVE HUNDRED POUNDS the first payment to be made within fourteen days of the first legal completion of the sale of the dwellings to be constructed on the said land and the second to be made on the second anniversary of such completion
3. In the event of a surface water drainage outfall not being available when the development commences it is hereby agreed that the on site surface water drainage system will incorporate linked soakaways the connecting lengths of pipe being laid to the site boundary on a line and at levels previously approved by the County Council so that an eventual connection to the new surface water outfall can be achieved and where appropriate the soakaway chambers converted to manhole inspection chambers
4. The developers further covenant with the County Council that in the event that planning permission is granted for the development they will construct a bus layby on Lodge Lane in a position to be agreed with the County Council's Surveyor
5. Any disputes or differences between the parties hereto as to their respective rights duties or obligations under this Agreement or the

66
Catton

DIRECTOR

AUTHORISED SIGNATORY

Clay Pit

Refuse Tip

Refuse Tip

Works

WOODHAM LEAS

WARRINGTON ROAD

NORMAN DRIVE

NORMAN DRIVE

LOGG LANE

PLAYERS WAY

PARK GREEN

3000
22 17
3000
6 96

2294
32

0600
50

1100
28

0600
24

1100
10-31

0300
04

392
72

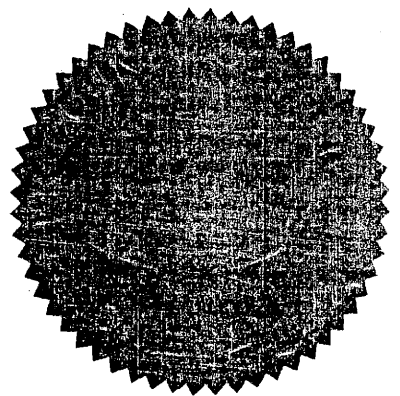
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construction thereof as to any other matter or thing in any way arising out of or connected with this Agreement shall be referred to the determination of an independent person to be agreed upon by the parties hereto and in default of agreement to be appointed on the application of either party hereto by the President for the time being of the Institution of Civil Engineers to determine the dispute of difference and the decision of such independent person shall be final and binding upon both parties hereto

6. The expressions "the County Council" "the developers" and "the Owner" shall include their respective successors and assigns insofar as 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 and the Owner has set his hand and seal the day and year first before written

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

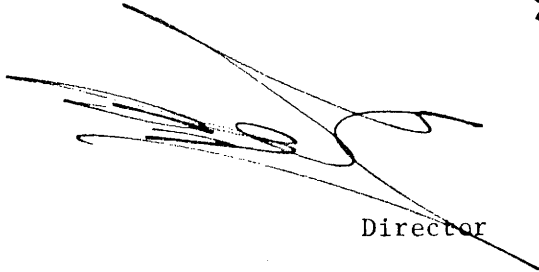
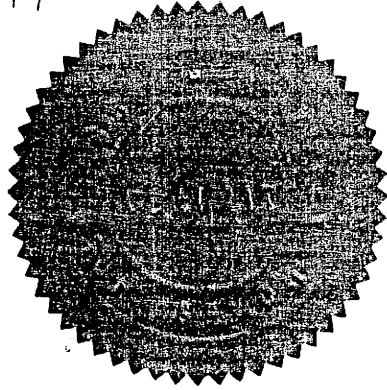


W. J. P. Lander

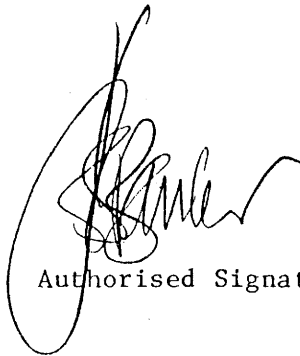
County Solicitor

37297

THE COMMON SEAL of WIMPEY HOMES)
HOLDINGS LIMITED was hereunto)
affixed in the presence of:-)



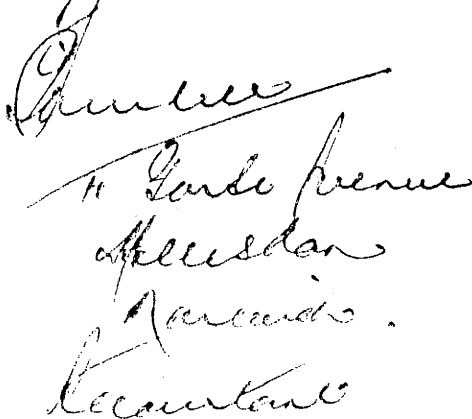
Director



Authorised Signatory

SIGNED SEALED AND DELIVERED by)
FREDERICK THOMAS POINTER in the)
presence of:-)

F T Pointer



W. G. G. G. G.
W. G. G. G. G.
W. G. G. G. G.
W. G. G. G. G.

SIGNED SEALED AND DELIVERED by)
GEORGE POINTER in the presence)
of:-)

George Pointer
" George Pointer
Secretary.
Witness
Accountant

SIGNED SEALED AND DELIVERED by)
WILLIAM EDWARD POINTER in the)
presence of:-)

William Edward Pointer
" George Pointer
Secretary
Witness
Accountant

George Pointer

W.E. Pointer

DATED

10th. June

1986

NORFOLK COUNTY COUNCIL

- and -

WIMPEY HOMES HOLDINGS LIMITED

- and -

FREDERICK THOMAS POINTER

- and -

GEORGE POINTER

- and -

WILLIAM EDWARD POINTER

A G R E E M E N T

under Section 52 of the Town and Country
Planning Act 1971 relating to land at
Old Catton

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