

DATED 6 August 2012

BROADS AUTHORITY

- and -

PETER ROBERT FARLEY

AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990
relating to The Glades Beech Road
Wroxham NR12 8TP

Solicitor to the Broads Authority
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

THIS AGREEMENT is made by Deed the 6th day of August 2012
BETWEEN:-

- (1) THE BROADS AUTHORITY (the "Broads Authority") of Dragonfly House
2 Gilders Way Norwich NR3 1UB and
- (2) PETER ROBERT FARLEY ("the Owner") of 90 Buxton Lane Caterham
Surrey CR3 6HH

RECITALS

- A. The Broads Authority is a local planning authority within the meaning of the 1990 Act for the area within which the Land is situated
- B. The Owner is the registered proprietor of the Land which is registered at H M Land Registry under title number NK274027 subject to the matters recorded on the registers of the title
- C. The Broads Authority have received the Application from the Owner and have resolved to approve the Application subject to the completion of this Deed
- D. The obligations created by this Deed are planning obligations within the meaning of section 106 of the 1990 Act and are enforceable by the Broads Authority

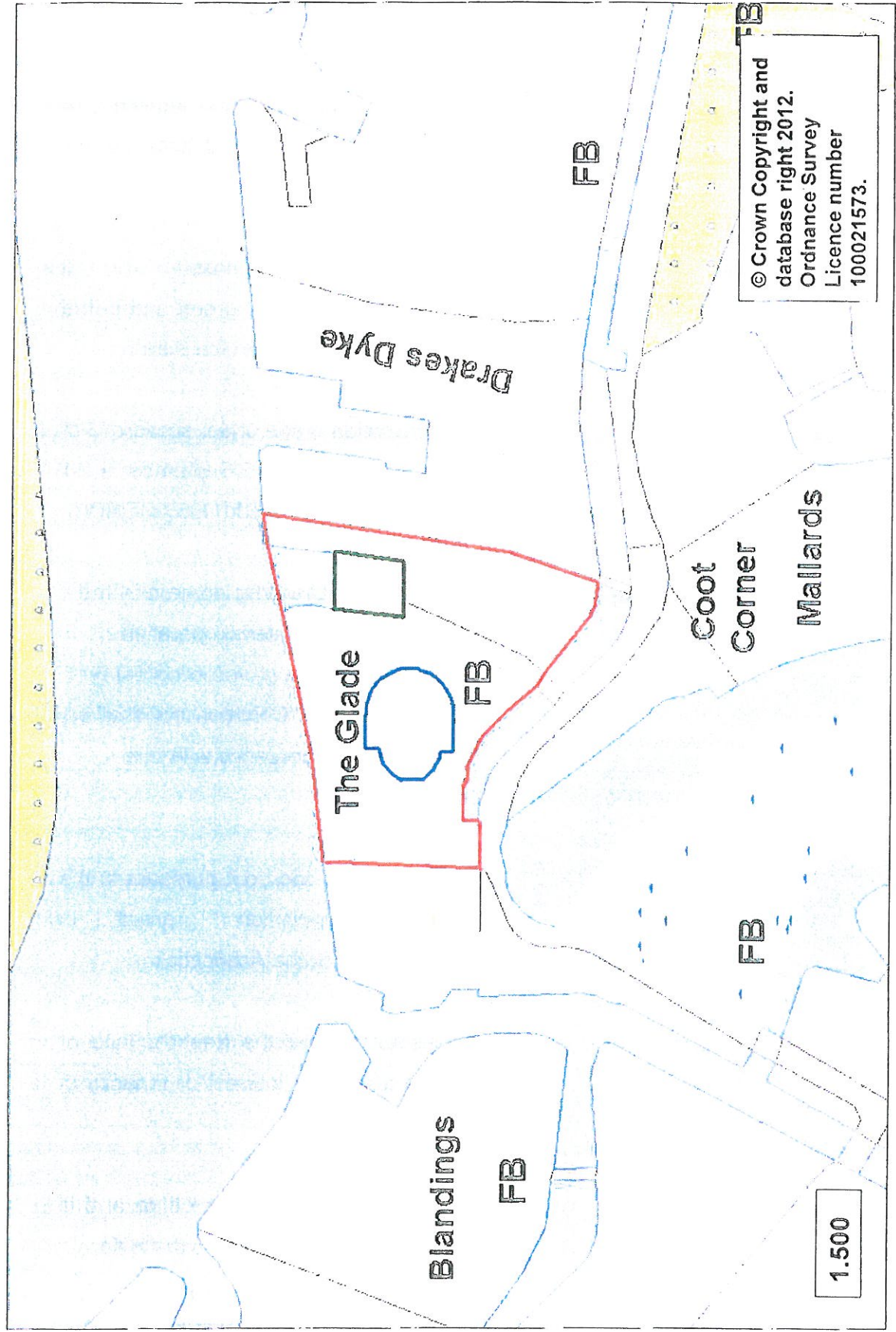
NOW THIS DEED WITNESSETH as follows:

DEFINITIONS

1. In this Deed:
 - 1.1 The following words have the following meanings unless in the context it would not be appropriate:

"1990 Act"	the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof
"Boathouse"	the Boathouse proposed in the Application and edged green and in the approximate position on the Plan
"Application"	the application made under section 73 of the 1990 Act dated 15 September 2011 under reference BA/2011/0307/COND
"Commencement"	the initiation of the Development by the carrying out of a material operation within the meaning of Section 56(4) of the 1990 Act and "Commenced" shall be interpreted in accordance with this definition
"the Development"	development carried out pursuant to the planning permission granted in accordance with the Application
"Dispose"	means to transfer the freehold land or grant a leasehold interest or tenancy of any kind
"Dwelling"	means the property edged blue and in the approximate position on the Plan
"the Land"	the land at The Glades Beech Road Wroxham as shown edged red and in the approximate position on the Plan
"the Plan"	the plan annexed hereto

BA/2011/0307/COND Variation of condition 2 and 3 of approved PP 2003/0269 dated 18/06/2003 - boathouse to be used as overflow accommodation to dwelling. The Glade, Beech Road, Wroxham NR12 8TP



INTERPRETATION

- 1.2 One gender includes all the others
- 1.3 The singular includes the plural and vice versa
- 1.4 The parties to this Deed include their respective successors in title
- 1.5 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 1.6 Headings in this Deed are for ease of reference only and cannot be taken into account in its construction or interpretation

ENABLING POWERS

- 2. This Deed and the covenants hereinafter contained are made with the Broads Authority and are enforceable by the Broads Authority pursuant to Section 106 of the 1990 Act (and to the extent to which the said covenants are capable of being entered into thereunder they shall constitute planning obligations for the purposes thereof) Sections 111 and 139 of the Local Government Act 1972 or any statutory modification or re-enactment thereof and any other powers thereby enabling

OWNER'S OBLIGATIONS

- 3.1 The Owner hereby covenants with the Broads Authority with effect from the date of the Commencement of the Development so as to bind the Land as follows:
 - 3.1.1 not to Dispose of the Dwelling or any part of it separately from the Boathouse

3.1.2 not to Dispose of the Boathouse or any part of it separately from the Dwelling

3.2 The Owner hereby covenants that it is the freehold owner of the Land and has full power to enter into this Deed and that the Land is free from all mortgages or charges and is free from all other encumbrances (other than any revealed by the registers of the title to the Land) and that there is no other person having an interest in the Land other than the parties to this Deed whose consent is necessary to make this Deed binding on the Land and all estates and interests in it

AGREEMENTS AND DECLARATIONS

4. The parties agree and declare as follows:

- 4.1 No waiver (whether express or implied) by the Broads Authority of any breach or default by the Owner or their successors in title in performing or observing any of its obligations under this Deed shall constitute a continuing waiver or prevent the Broads Authority from enforcing those obligations or from acting upon any subsequent breach or default
- 4.2 The Owner waives any right to claim compensation arising from any restriction on the use of the Land imposed by this Deed
- 4.3 This Deed shall cease to have effect if the planning permission granted for the Development shall be quashed revoked or otherwise withdrawn before the date upon which the Development is Commenced
- 4.4 The covenants in this Deed shall only come into effect on Commencement of the Development unless otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants

4. 5 The Owner of the Land shall not be liable for any breach of this Deed which first occurs after they shall have disposed of all title and interest in the Land PROVIDED THAT the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer shall not constitute any title or interest in the Land for the purposes of this clause
4. 6 The Owner agrees to pay to the Broads Authority their reasonable legal costs incurred in connection with the preparation of this Deed
4. 7 The Broads Authority shall not be liable to any person under this Deed after that person has parted with all interest in the Land but without prejudice to any liability arising prior thereto

DISPUTES

- 5.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 5.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.
- 5.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

- 5.4 Nothing in this clause shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

6. No person shall derive any benefit or have any right entitlement or claim in relation to this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

JURISDICTION

7. This Deed is governed by and interpreted in accordance with the laws of England

EXECUTED by the parties hereto as a Deed on the date written above

THE COMMON SEAL of
BROADS AUTHORITY
Was hereunto affixed in the presence of

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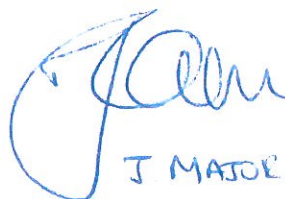


for the 
Solicitor to the Broads Authority

SIGNED AS A DEED by the said
PETER ROBERT FARLEY
In the presence of:-

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Witness:

 
J MAJOR

Print:

Address:

158A GEORGE ROAD
CATERHAM
SURREY