

DATED January 18th 2005

THE BROADS AUTHORITY

- and -

S V POLLOK and A M TRAFFORD

- and -

BARCLAYS BANK PLC

---

A G R E E M E N T

Under Section 106 of the  
Town and Country Planning Act 1990  
relating to land at Staitheway Road Wroxham

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

THIS AGREEMENT is made by Deed the 13<sup>th</sup> day of January 2004  
BETWEEN THE BROADS AUTHORITY (the "Broads Authority") of Thomas  
Harvey House 18 Colegate Norwich NR3 1BQ(1) SUSAN VERONICA POLLOK of  
22 Ipswich Road Norwich Norfolk and ANTHONY MICHAEL TRAFFORD of  
Thickthorn Hall Barn Hethersett Norfolk trading as MOORE & Co (the "Owners") (2)  
and BARCLAYS BANK PLC of Barclays Loan Servicing Centre P O Box 299  
Birmingham B1 3PF (the "Chargee") (3)

AND RECITES:-

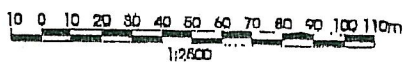
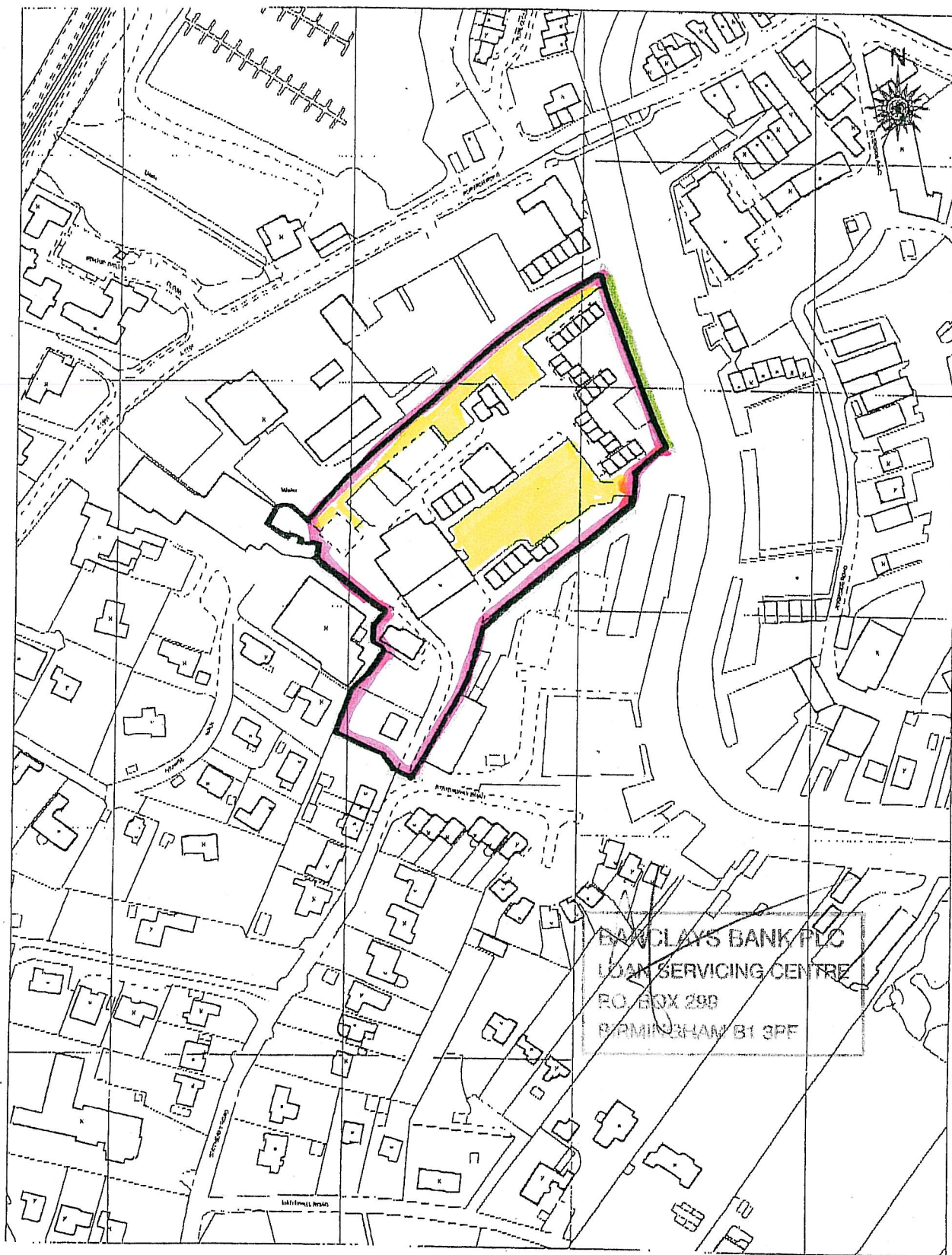
- (1) The Owners are the freehold owners of the land shown edged pink on the attached plan ("the Land")
- (2) The Authority is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (the "Act") for the area within which the Land is situated
- (3) The Authority and the Owners have previously entered into three agreements in respect of the Land pursuant to section 52 of the Town and Country Planning Act 1971 dated 1<sup>st</sup> October 1984 and 23<sup>rd</sup> December 1986 and pursuant to section 106 of the Town and Country Planning Act 1990 dated 29th October 1992 (the "Existing Agreements")
- (4) The Existing Agreements control amongst other things the occupation of 34 holiday units constructed pursuant to planning permission references 840144 and 860183/862383 (the "Holiday Units")
- (5) Subject to the terms hereof the Authority and the Owners have agreed for the release of the Existing Agreements

- (6) The Chargee is the proprietor of a charge over the land dated 14 May 2003
- (7) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended) and are enforceable by the Authority

AND NOW WITNESSES as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act and all other enabling powers
2. The Owners hereby covenant with the Authority with effect from the date hereof as follows:-
  - 2.1 The Holiday Units shall be used as holiday accommodation only and in particular shall not be used as the sole or main residence of any person in occupation thereof
  - 2.2 The Owners shall maintain a register of the occupiers of the Holiday Units containing such information as may reasonably be required by the Authority for the enforcement of this Agreement and shall make the same available for inspection by the Authority at all reasonable times and shall on the date hereof and then annually on the 2<sup>nd</sup> January each year provide to the Authority free of charge a copy of the register and a certificate of compliance (or statement of non compliance as the case may be) with clause 2.1 in respect of each Holiday Unit

# Moore + Co, The Peninsular



Drawn By

Date

+Date+

Scale

+Scale+

Reference

+Reference+

Location

+Location+

OS Reference

+OS Reference+



**Broadland**  
**District Council**

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- 2.3 Moorings shall be provided and maintained on the river frontage to the Land shown coloured green on the Plan to the reasonable satisfaction of the Authority and shall be used only for the purposes of mooring by boats visiting the Land temporarily and for a maximum period of 48 hours on any one occasion and signs stating the maximum mooring period shall be maintained to the reasonable satisfaction of the Authority
- 2.4 The maximum number of moorings provided within the off river basin shown coloured yellow on the Plan shall unless otherwise agreed in writing by the Authority not exceed 54 at any one time and the craft using those moorings shall be limited to hire boats privately owned boats or boats in use by persons occupying the Holiday Units and shall not include houseboats or any other craft used for residential purposes
3. The Existing Agreements are released and discharged from the date hereof but without prejudice to any breach arising prior to the date hereof
- 4.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 4.2 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

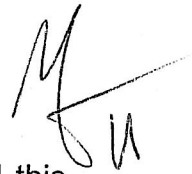
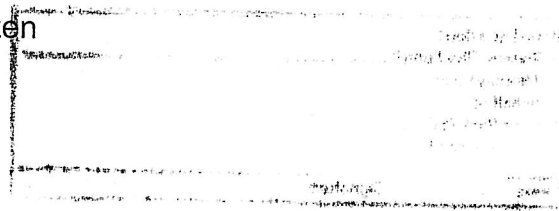
- 4.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Royal Institute of Town Planning who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
- 4.4 Nothing in clauses 4.1 and 4.2 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings
5. Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Agreement if at the time the breach occurs they have no interest in the Land
6. No waiver (whether express or implied) by the Authority of any breach of default by the Owners or their successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Authority from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owners or their successors in title
7. The Owners hereby covenant that they are the freehold owners of the Land and have full power to enter into this Agreement that the Land is free from all

mortgages charges or other encumbrances and that there is no person having any interest in the Land other than those notified in writing to the Solicitor to the Authority prior to the date hereof

8. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
9. The expressions "the Authority" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
10. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement
11. The Owner shall pay the Authorities reasonable legal costs on this Agreement
12. This Agreement shall be registered as a local land charge

X 13. See Rider 1

IN WITNESS whereof the parties hereto have executed and delivered this Deed the day and year first before written

A handwritten signature in black ink, appearing to be 'M. Gu' or similar, located to the right of the list of clauses.

THE COMMON SEAL of  
THE BROADS AUTHORITY  
was hereunto affixed in the  
presence of:-



*Ker Munn*

SOLICITOR TO THE BROADS AUTHORITY

SIGNED as a Deed by  
SUSAN VERONICA POLLOK  
In the presence of:-

*Whitley Adams*  
SHERWOOD LODGE  
40 THE AVENUE  
WROTHAM  
NORFOLK NR12 5TR  
Accounts Clerk

SIGNED as a Deed by  
ANTHONY MICHAEL TRAFFORD  
In the presence of:-

*M. Jones*  
11 FURTON CLOSE  
CATON  
NR4 6TX *Chartered Accountant*

THE COMMON SEAL OF  
BARCLAYS BANK PLC  
Was hereunto affixed in the presence of:

|                                                                                                                                                    |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Signed as a deed<br>by Rodney Clive Fumell<br>as Attorney for and<br>on behalf of<br>Barclays Bank PLC<br>in the presence of<br><i>R. M. Jones</i> |           |
| Name                                                                                                                                               | Signature |

|    |          |         |
|----|----------|---------|
|    | INITIAL  | DATE    |
| QC | <i>D</i> | 15/1/04 |

Rider 1

The Chargee hereby consents to the giving of the obligations on the part of the owner and hereby agrees to be bound by the said Obligations only in the event that it becomes a Mortgagee in possession and that such liability will cease once it has parted with its interest in the Land

A handwritten signature in black ink, consisting of a stylized 'M' followed by a long horizontal stroke.