

THIS AGREEMENT is made the 27th day of August 1986 BETWEEN THE COUNTY COUNCIL OF NORFOLK of County Hall Martineau Lane Norwich NR1 2DH (hereinafter called "the County Council") of the first part BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich NR7 0DU (hereinafter called "the District Council") of the second part and TAYLOR WOODROW HOMES LIMITED whose registered office is situated at Hadfield House Adrienne Avenue Southall in the London Borough of Ealing (hereinafter called "the Owner") of the third part

WHEREAS

(1) This Agreement is supplemental to an Agreement dated the 29th day of January 1986 made between the County Council of the first part the District Council of the second part Bovis Homes Limited Wimpey Homes Holdings Limited and Monsell Youell Homes Limited of the third part and the several landowners whose names and addresses appeared in the First Schedule to that Agreement of the fourth part (hereinafter called "the Main Agreement")

(2) The Owner is the owner in fee simple in possession free from incumbrances of the land shown edged red on the plan annexed hereto (hereinafter called the Owner's land) which land is situate within the Growth Area as defined in the Main Agreement

(3) The County Council is a local planning authority within the meaning of the Town and Country Planning Act 1971 and the local highway authority within the meaning of the Highways Act 1980 for the administrative county of Norfolk and is a principal Council within the meaning of Section 270(1) of the Local Government Act 1972

(4) The District Council is the District Planning Authority for the administrative district of Broadland and is a principal Council within the meaning of Section 270(1) of the Local Government Act 1972

(5) The County Council and the District Council are empowered under the Statutory Provisions as defined in the Main Agreement to enter into agreements for various purposes in connection with the development of the said Growth Area as more particularly set out in the Statutory Provisions

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED by and between the Parties hereto as follows:-

1. The Owner hereby covenants with the County Council and the District Council in pursuance of the Statutory Provisions that save as hereinafter provided the Owner shall perform all the obligations and observe all the stipulations contained in the Main Agreement on the parts of the Developers as therein defined and the Owners as therein defined in so far as the same relate in anyway to or are applicable in any way to the Owner's land to the intent that the Owner and the Owner's land shall save as hereinafter provided be as fully bound as if the Owner had been a party to the Main Agreement and the Owner's land subject to the Main Agreement and to the further intent that the Owner's land shall be bound into whosoever hands it may come but subject to clause 4 hereof Provided always that notwithstanding the generality of the foregoing the Owner shall not hereby be deemed to be bound by the provisions of Clause 9 of the Main Agreement being a covenant by the Owners as therein defined with the Developers as therein defined and Provided further that the covenant herein contained shall not be deemed to have been made jointly and severally with such other Owners and Developers

2. The District Council hereby covenants with the Owner in the same terms as are contained in Clauses 7 and 10 of the Main Agreement as though the same were set forth at length herein with such modifications only as are necessary to make the same applicable to this Agreement

3. The County Council and the District Council hereby jointly and severally covenant with the Owner in the same terms as are contained in Clause 11 of the Main Agreement as though the same were set forth at length herein with such modifications only as are necessary to make the same applicable to this Agreement

4. The County Council and the District Council hereby jointly and severally acknowledge and confirm with the Owner that the obligations under

Project No.	Date	Drawing No.
Scale	Reference	
Project Title	Date	



Dr. A. H. Hill

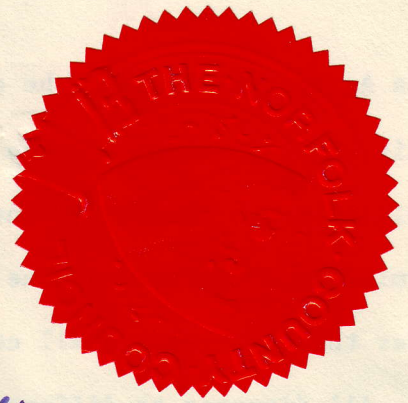
this Agreement shall not be enforceable against the persons who purchase for their own private occupation (including purchase by way of lease) individual dwelling units erected on the Owner's land pursuant to the Planning Permission as defined in the Main Agreement and the liability of the Owner under this Agreement shall continue notwithstanding such sales

5. All disputes or differences whatsoever which shall at any time hereafter whether during the continuance and effect of this Agreement or upon or after its discharge or determination arising between the parties hereto or any of them touching or concerning this Agreement or its construction or effect or as to the rights duties and liabilities of the parties hereto or any of them under or by virtue of this Agreement or otherwise shall be referred to a single arbitrator to be agreed upon by the parties hereto and in default of Agreement to be nominated by the President of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force and upon any and every such reference the arbitrator shall have power to take the opinion of such Counsel as he may think fit upon any question of law that may arise and in his discretion to adopt any opinion so taken and to obtain the assistance of such accountant surveyor valuer or other expert as he may think fit and to act upon any statement of account survey valuation or expert assistance thus obtained

6. The expressions "the Owner" "the County Council" and "the District Council" shall include where the context so admits their respective successors in title

IN WITNESS whereof the Parties hereto have caused their respective Common Seals to be affixed hereunto the day and year first before written

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



Ch. A. Pender

County Solicitor and Deputy Clerk

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



2923

1/8 R. Chant

Chief Executive and Clerk

THE COMMON SEAL of TAYLOR)
WOODROW HOMES LIMITED)
was hereunto affixed in)
the presence of:)



R. B. [Signature]

Director

No. in
Seal Register

1193

L. F. [Signature]

Asst. Secretary

Dated 27th. August 1986

NORFOLK COUNTY COUNCIL

and

BROADLAND DISTRICT COUNCIL

and

TAYLOR WOODROW HOMES LIMITED

SUPPLEMENTAL
SECTION 52 AGREEMENT

District Solicitor,
Broadland District Council,
Thorpe Lodge,
Yarmouth Road,
NORWICH.
NR7 ODU