

BLOCK
RS. enter full
postal address(es)
occupation(s) of
res(s) for entry on
later.

(4) E. FLETCHER BUILDERS (MIDLANDS) LIMITED whose registered office
is situate at Victoria Road, Fenton, Stoke On Trent, Staffordshire
(The Purchaser)

REGISTERED NO. 480736

re notes as to plan
4.

the land shown and edged with red on the (4) plan bound up within and known as Land to the North
of Fir Trees Road Thorpe St. Andrew comprising in area 2 Acres or thereabouts
being part of the land comprised in the title above mentioned together with the right to pass
and repass with or without vehicles over the roadway shown coloured brown on
the said plan and to pass and repass on foot only over the footpaths shown
coloured green on the said plan from the date upon which the Vendors District
[OVER

Architects certifies that the said roadway and footways are capable of use by the
purchaser in writing to the purchaser until the same shall become highways maintainable
at public expense whereupon these rights shall cease and also together with the right
during whichever is the shorter of the period of 80 years from the date hereof or the
period during which the said roadway and footways are not highways maintainable at
public expense (the shorter of which period shall be the perpetuated period applicable h
to) to lay or construct in the said roadway or footways service conducting media and
thereafter to inspect maintain repair renew and use such media making good all damage
occasioned by the exercise of such rights and causing as little inconvenience as possib
to the Vendor and all other persons entitled to such roadway and footways except and
reserving and to the Vendor his successors in title and assigns the owners and occupiers
for the time being of the land shown edged purple on the said plan the rights to lay in
the property foul or surface water sewers drains conduits or water courses whose
approximate routes are shown by blue lines on the said plan in so far as such sewers
drains conduits and water courses are not laid at the date hereof during the period of
80 years next ensuing and subsequently to use inspect maintain repair renew and relay
such sewers drains conduits and water courses together with the right to enter on the
property with or without workmen and others and equipment for such purposes the persons
exercising such rights to make good all damage thereby occasioned and also the same
rights of use inspection maintenance repair and renewal and relaying and access for those
purposes in relation to any of the such sewers drains conduits or water courses as are
laid at the date hereof and the right to enter onto the land to erect maintain and renew
a fence along the Northern boundary of the property between points marked "A" and "B" on
the said plan and all such easements and rights as would become appertinent to the land
shown edged purple on the said plan but by implication of law if the vendor transferred
such land to another purchaser at the same time as it transfers the property to the
purchaser.

The purchaser covenants with the vendor pursuant to Section 52 of the Town and Country
Planning Act 1971 and Section 33 of the Local Government (miscellaneous provisions) Act
1982 that the property shall be used for the provision of 72 units of accommodation
persons of pensionable age together with accommodation for a Warden and the prov

not be developed except in accordance with the Planning permission proposed to be granted by the vendor to the purchaser under reference number 84.2385

The purchaser further covenants with the vendor to perform and observe the covenants contained in entry no. one of the charges register so far as the same affect the property and to fully indemnify the vendor against any claims demands or liability whatsoever in respect of any future breach or non observance thereof.

The vendor covenants with the purchaser that the vendor will:

- (i) Procure the adoption of the said roadway and footways shown coloured brown and green respectively as public highway and the vesting of the sewers therein as public sewers and will covenant as maybe required by the appropriate Highway Authority and Water Authority in respect of such adoption or vesting.
- (ii) Erect within 6 months of the date hereof and thereafter, maintain a close boarded fence of 1.8 metres in height along the Northern boundary of the property between points "A" and "B" marked on the plan annexed hereto

The common seal of BROADLANDS DISTRICT COUNCIL

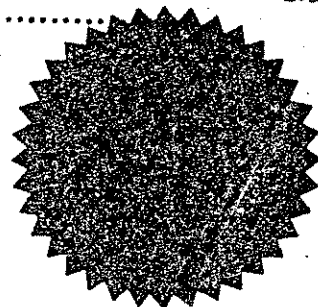
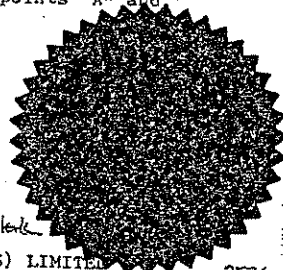
was hereunto affixed in the presence of

S. M. J. Chairman
B. J. M. Chief Executive and Clerk

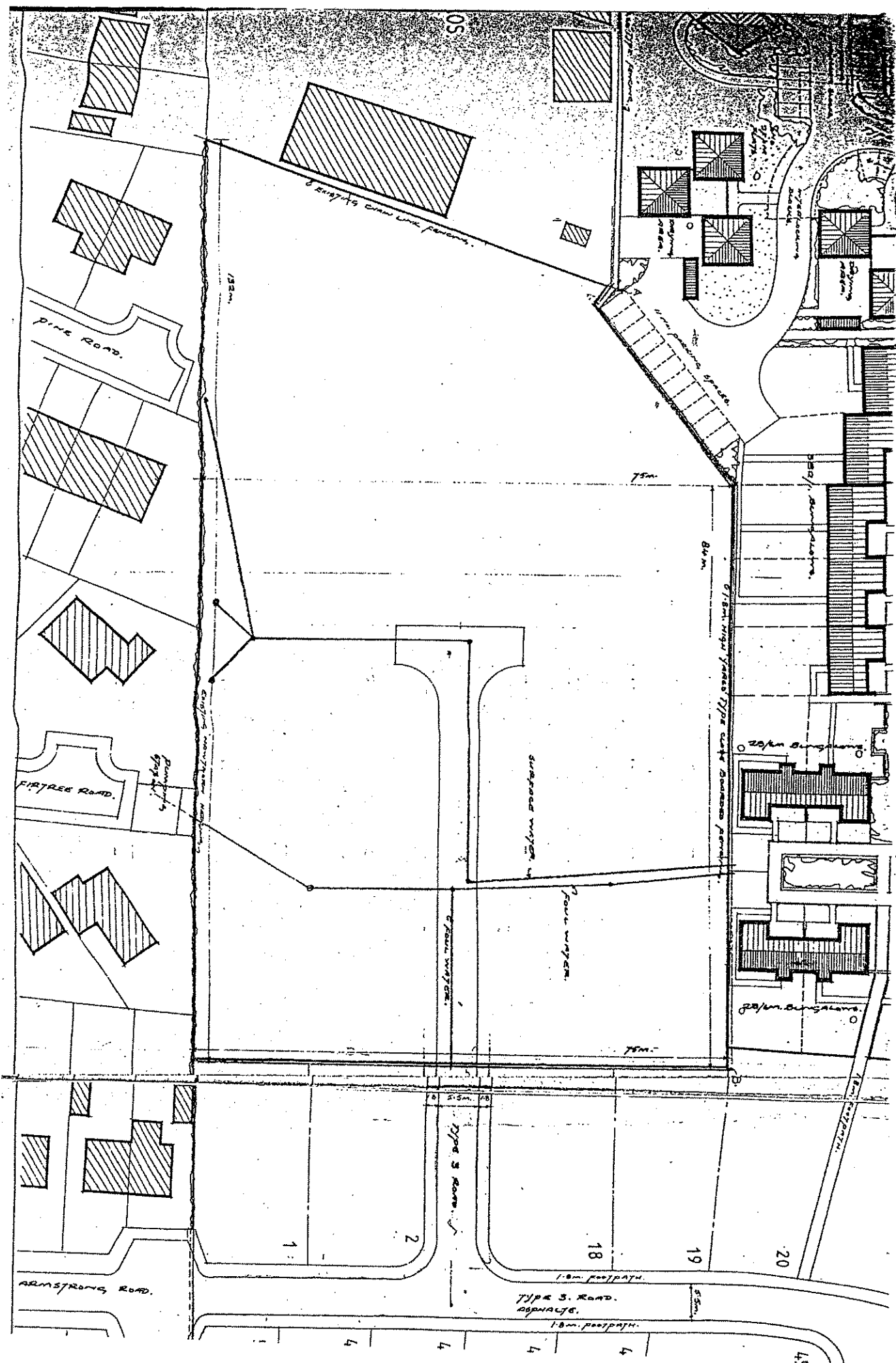
The common seal of E. FLETCHER BUILDERS (MIDLANDS) LIMITED

was hereunto affixed in the presence of

Shan *Stan*



2586



Register of local land charges

Reference to Index 31

Part 3b - PLANNING CHARGES Other planning charges

Description of land:	Description of charge (including reference to appropriate statutory provision)	Originating authority ²	Place where relevant documents may be inspected ³	Date of registration ⁴
Access course Town	Broadland District Council	Broadland District Council	Thorp Lodge, Hawmorth Road, Thorp St. Andrew	8.7.85
Woolrich Road Thorp.	- and - E. Thorpe Builders (Milllands) Ltd.			
	Thorp & Country Planning Act 1971, S.52, Amendment.			