

THIS AGREEMENT is made the 24th day of April
One thousand nine hundred and ninety one
BETWEEN THE BROADS AUTHORITY ("the Authority") of Thomas Harvey House,
18 Colegate, Norwich of the first part and GORDON TREVOR DICKERSON of
"Broadacre", 23 The Street, Brundall, Norwich, Norfolk ("the Owner") of the
second part

WHEREAS:-

- (1) The Authority is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area within which the land at Wroxham shown edged red on the annexed plan ("the Land") is situated
- (2) The Owner is the owner in fee simple in possession free from incumbrances of the Land
- (3) The Owner has made application (reference 88/1432) dated 13th May 1988 ("the Application") in accordance with the Town and Country Planning Act 1990 and the orders and regulations for the time being in force thereunder for planning permission to develop the Land by the erection of an ancillary residence and garage block ("the Ancillary Residence")
- (4) The Land is the subject of Legal Charges to the Bank of Scotland and Midland Bank plc dated 9th March 1987 and 31st December 1986 respectively who by letters dated 10th January 1989 and 14th December 1988 have consented to this Agreement being entered into by the Owner
- (5) The Authority is concerned to ensure that the Ancillary Residence should not be separated from the existing dwelling known as Campbell Cottage and will only be occupied in association with the existing dwelling but otherwise has no objection to the application

N O W T H I S D E E D W I T N E S S E T H a s f o l l o w s :-

(1) This AGREEMENT is made in pursuance of Section 106 of the Town and Country Planning Act 1990 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

(2) In the event of the Authority granting planning permission for the Ancillary Residence the Owner hereby covenants with the Authority that he will not cause or permit the Ancillary Residence:

- (i) to be occupied other than in association with the existing dwelling currently known as Campbell Cottage
- (ii) to be occupied hired let or sold (whether or not for any financial gain) as a separate unit of accommodation

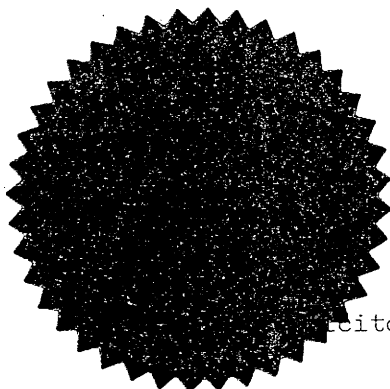
(3) The Owner further covenants with the Authority that he will not cause or permit any further staff houses to be built on the said Land without the prior agreement of the Authority such agreement to be in addition to any planning permission which may be required

(4) The expressions "the Authority" and "the Owner" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Town and Country Planning Act 1990

(5) This instrument is executed as a deed and is delivered on the date first before written

I N W I T N E S S whereof the Authority has affixed its Common Seal and the Owner has signed this instrument as his deed the day and year first before written

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



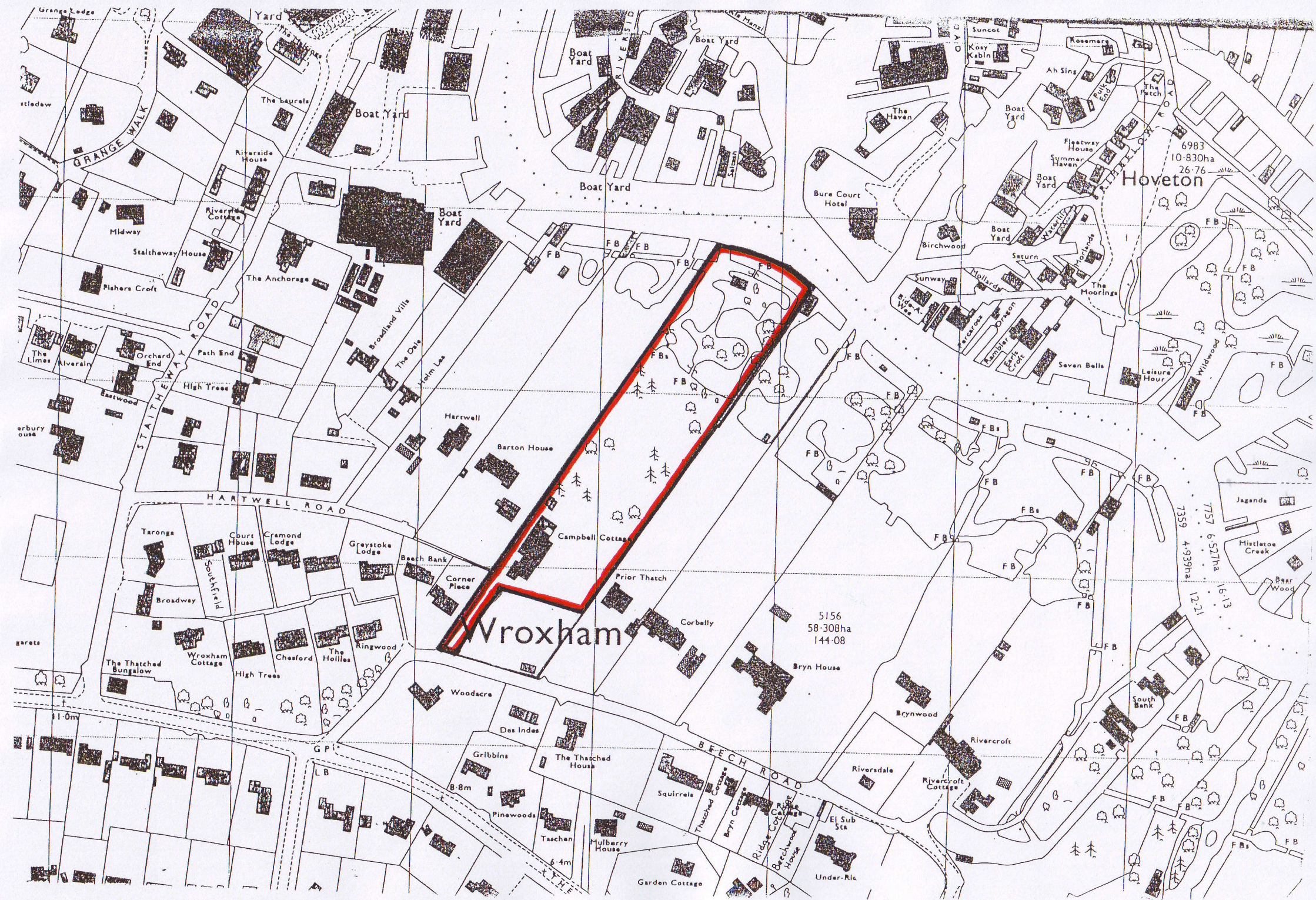
G. J. P. L. L.

Director to the Broads Authority

SIGNED as his deed by)
the said GORDON TREVOR DICKERSON)
in the presence of :)

G. T. Dickerson

W. B. Rhodes
Solicitor
Norwich



Dated 24th April 1991

THE BROADS AUTHORITY

and

GORDON TREVOR DICKERSON

AGREEMENT

under Section 106 of the
Town and Country Planning Act 1990
relating to land at Wroxham

T D W Molander Esq M.A
Solicitor to the Broads Authority
Norfolk County Council
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JCB/dmw/15/4