

T H I S A G R E E M E N T is made the thirtieth day of August One Thousand Nine Hundred and Ninety-One BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of Norfolk (hereinafter called "the Council") of the first part BEAZER HOMES (ANGLIA) LTD. whose Registered Office is situate at Beazer House Lower Bristol Road Bath Avon BA2 3EY (hereinafter called "the Owner") of the second part and WHERRY HOUSING ASSOCIATION LIMITED whose Registered Office is situate at Wherry House 300 St. Faiths Road Old Catton in the said County of Norfolk (hereinafter called "the Contracting Purchaser") of the third part

WHEREAS:-

- (1) The Council is the Local Planning Authority for the purposes of this Agreement
- (2) The Owner is seised in fee simple absolute in possession of ALL THAT freehold land lying to the north of Fakenham Road Taverham in the County of Norfolk as the same is registered at H.M. Land Registry under Title Number NK96356
- (3) On the Twenty-sixth day of July One Thousand Nine Hundred and Ninety-One the Owner entered into an Agreement for Sale with the Contracting Purchaser for the sale to it of the land edged red on the plan annexed hereto (hereinafter referred to as "the Development Site")
- (4) The Owner has applied to the Council under reference number 91.0741 for planning permission for development to be carried out on the Development Site
- (5) The Council the Owner and the Contracting Purchaser have

agreed subject to planning permission being granted in consequence of the aforesaid application to enter into this Agreement pursuant to Section 106 of the Town & Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

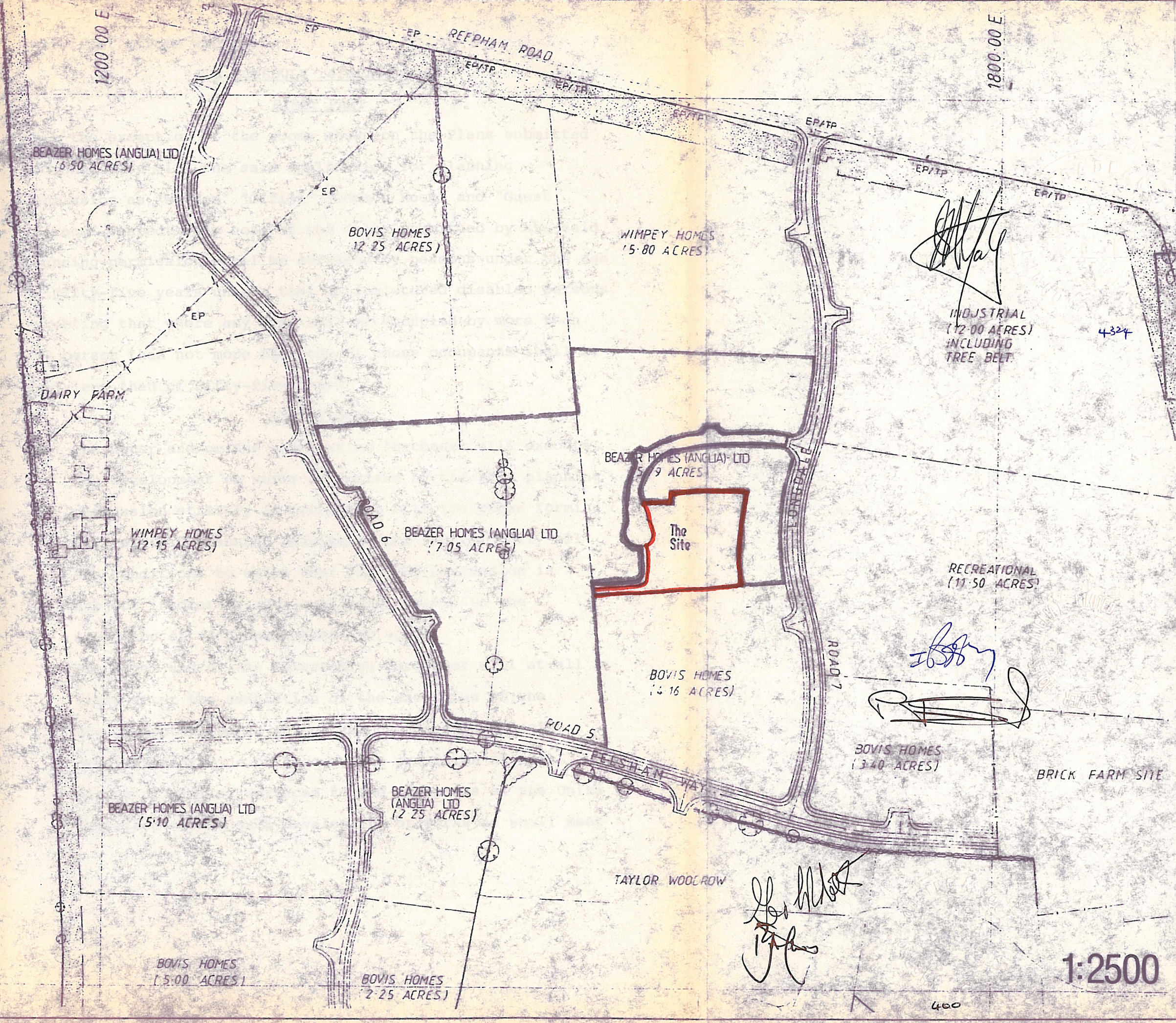
NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of application number 91.0741 and pursuant to the said Section 106 and the said Section 33 respectively the Owner and the Contracting Purchaser hereby jointly and severally AGREE DECLARE AND COVENANT with the Council that from the date on which the development of the Development Site shall commence in accordance with the provisions of the planning permission to be granted the Development Site shall be subject to the conditions restricting or regulating the development or use of the Development Site specified in the Schedule hereto PROVIDED THAT the Contracting Purchaser shall only be personally liable hereunder when it is in occupation of the Development Site

2. THE expressions "the Council" "the Owner" and "the Contracting Purchaser" shall where the context so admits include their respective successors in title and assigns

3. THIS document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and



BEAZER HOMES (ANGLIA) LTD
(6.50 ACRES)

BOVIS HOMES
(12.25 ACRES)

WIMPEY HOMES
(15.80 ACRES)

INDUSTRIAL
(12.00 ACRES)
INCLUDING
TREE BELT

DAIRY FARM

WIMPEY HOMES
(12.15 ACRES)

BEAZER HOMES (ANGLIA) LTD
(7.05 ACRES)

BEAZER HOMES (ANGLIA) LTD
(5.9 ACRES)

The Site

RECREATIONAL
(11.50 ACRES)

BOVIS HOMES
(14.16 ACRES)

BOVIS HOMES
(3.40 ACRES)

BRICK FARM SITE

BEAZER HOMES (ANGLIA) LTD
(15.10 ACRES)

BEAZER HOMES (ANGLIA) LTD
(12.25 ACRES)

BOVIS HOMES
(15.00 ACRES)

BOVIS HOMES
(2.25 ACRES)

TAYLOR WOOLCROW

1:2500

400

4324

year first before written

THE SCHEDULE referred to:-

FIRST PART

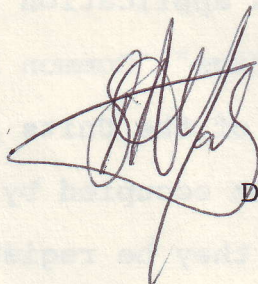
With the exception of the rooms shown on the Plans submitted in connection with the said application for planning permission as "Warden" "Office" "Common Room" and "Guest Bedroom" respectively none of the Units permitted by the said planning permission shall be occupied by persons under the age of Fifty-five years unless they be registered disabled persons excepting that where any such unit is occupied by more than one person then not more than one of those occupants shall be aged less than of Fifty-five years

SECOND PART

1. The Owner and/or the Contracting Purchaser will execute the development or works authorised by the said planning permission strictly in accordance with the plans forming part of that planning permission and observe fully all the conditions to which that planning permission is subject insofar as such conditions relate to the execution of such development or works
2. The Owner and/or the Contracting Purchaser will at all times after the completion of the execution of the development or works authorised by the said planning permission provide or procure the provision of such Warden or similar services to the occupants of the Units comprised within such development or works as shall meet

with the reasonable satisfaction of the Council

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



Director of Administration



4324

THE COMMON SEAL of BEAZER HOMES)
(ANGLIA) LTD was hereunto)
affixed in the presence of:-)



Director



Secretary



THE COMMON SEAL of WHERRY HOUSING)
ASSOCIATION LIMITED was hereunto)
affixed in the presence of:-)



COMMITTEE
MEMBER



SECRETARY



400

DATED

30th August

1991

BROADLAND DISTRICT COUNCIL

and

BEAVER HOMES (ANGLIA) LTD

and

WHERRY HOUSING ASSOCIATION
LIMITED

A G R E E M E N T

Under Section 106 of the Town & Country Planning Act and Section 33 of the Local Government (Miscellaneous Provisions) Act, 1982 relating to Land at Thorpe Marriott, Norfolk

B.A.Yates,
Director of Administration,
Broadland District Council,
Thorpe Lodge, Yarmouth Road,
Thorpe St. Andrew,
Norwich, NR7 ODU.

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