

THIS AGREEMENT is made the 16th day of July 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 J.W. COUSINS & SON (DEVELOPERS) LIMITED whose registered office is situate at Church Lane Eaton Norwich NR4 6NW of the third part NORMAN HATCH of 4 Theatre Street Norwich NR2 1QY of the fourth part and THOMAS GILL of 4 Theatre Street aforesaid of the fifth part (which parties of the third fourth and fifth parts are hereinafter collectively called "the Owner")

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 appear 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 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 any way to or are applicable in any way to the Owner's land to the intent that the Owner and the Owner's land shall be as fully bound as if the Owner had been a party to the Main Agreement and the Owner's land was 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 the provisions of Clause 5 hereof

2. THE OWNER HEREBY FURTHER COVENANTS with the County Council and the District Council in pursuance of the Statutory Provisions that:-

(i) Prior to the occupation of not more than one hundred and twenty five dwellings on the Owner's land at its own expense and to the reasonable satisfaction of the County Council's Surveyor in accordance with detailed plans and specifications to be approved by the County Council shall construct a road between the points marked respectively G K and J on the plan annexed hereto to completion standard if the County Council will adopt the said road upon completion thereof subject only to a maintenance period of six months and the Owner shall perform in respect of the said road identical obligations to those set out in Clauses 4.10 4.11 and 4.12 of the Main Agreement

(ii) Prior to the occupation of not more than two hundred and fifty

shall construct to the reasonable satisfaction of the County Council and the District Council a way for pedestrians and cyclists from the road referred to in sub-clause (i) hereof to the former railway line now used as a footpath and known as Marriotts Way

3. 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

4. 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

5. The County Council and the District Council HEREBY JOINTLY AND SEVERALLY ACKNOWLEDGE AND CONFIRM with the Owner that the obligations under 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

6. 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

dwelling within the Growth Area the Owner shall complete the laying out of and subsequently convey to the District Council or as the District Council may direct free of charge and free of commuted maintenance payment that piece of open space land shown coloured green on the plan annexed hereto in accordance with the reasonable requirements of the District Council with regard to retention and improvement of this existing woodland

(iii) Prior to the occupation of not more than ninety per cent of the dwellings to be constructed on the Owner's land the Owner shall complete the laying out and subsequently convey to the District Council or as the District Council may direct free of charge and free of commuted maintenance payment a play area suitable for 6 - 15 year olds and a play area suitable for under six year olds at the respective locations indicated on the plan annexed hereto to the specifications set out in the Second Schedule to the Main Agreement

(iv) With regard to the lands referred to in sub-clauses (ii) and (iii) hereof respectively:

(a) The Owner shall maintain each of them for a period of six months from the date of completion of the laying out of each of them notwithstanding that the same may have been conveyed to the District Council or its nominee

(b) The provisions of clause 4.14 of the Main Agreement shall be applicable to the conveyances of the said lands as if the same had been expressly set out herein at length with only the substitution of the expression "the Owner's land" for the expression "the Growth Area" wherever the latter expression occurs in that clause

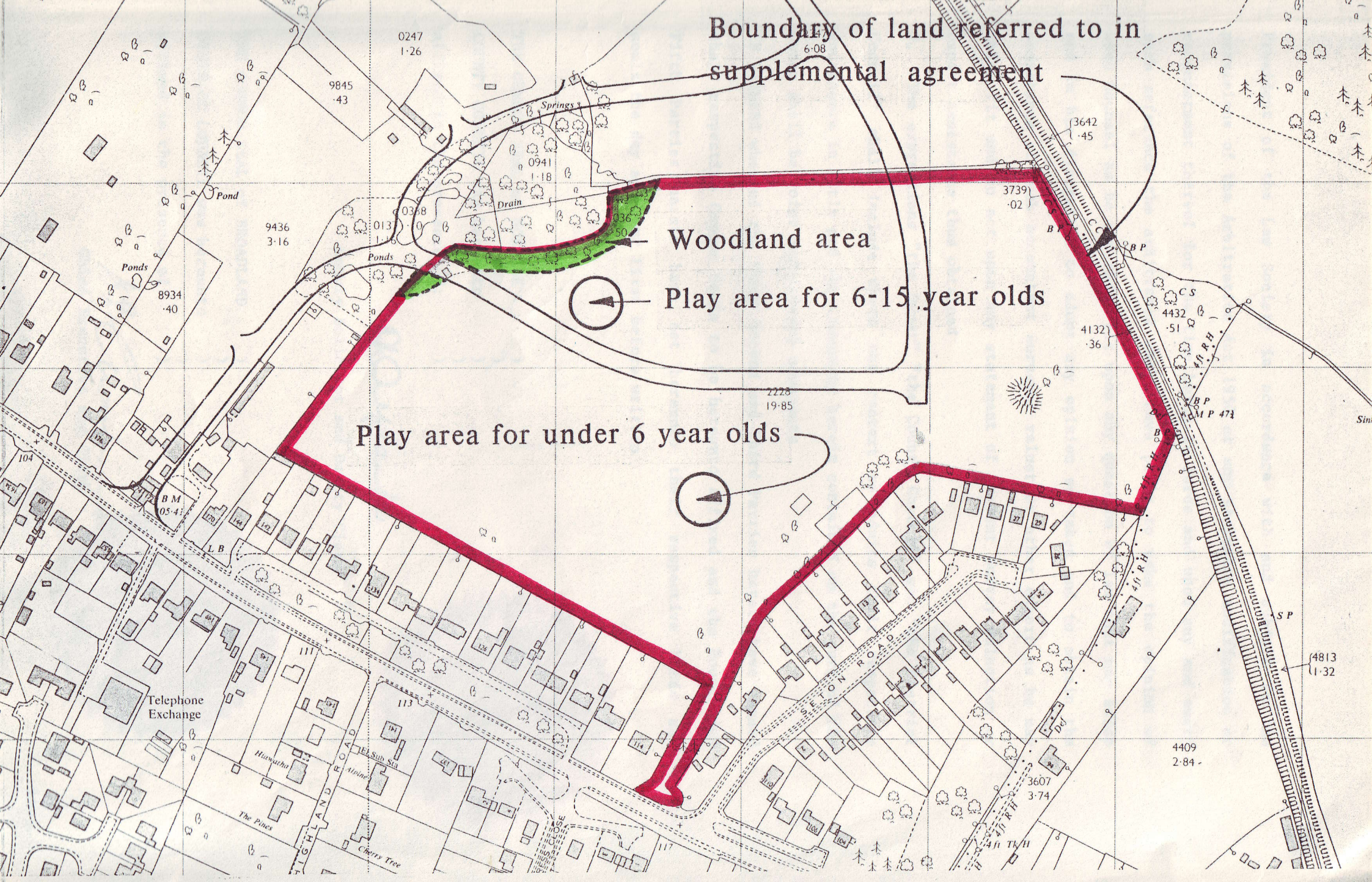
(v) The Owner prior to the occupation of not more than ninety per cent of the dwellings to be constructed on the Owner's land

Boundary of land referred to in
supplemental agreement

Woodland area

Play area for 6-15 year olds

Play area for under 6 year olds



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

7. The expressions "the Owner" "the County Council" and "the District Council" shall include where the context so admits their respective successors in title and the covenants herein contained on the part of the Owner shall be joint and several covenants

IN WITNESS whereof the First Second and Third Parties hereto have caused their respective Common Seals to be hereunto affixed and the Fourth and Fifth Parties hereto have set hereunto their respective hands and seals the day and year first before written

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



Ch. J. Pender

County Solicitor and Deputy Clerk

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



B. L. Clark

Chief Executive and Clerk

THE COMMON SEAL of J.W. COUSINS)
& SON (DEVELOPERS) LIMITED was)
hereunto affixed in the)
presence of:)



G.R.W. Cousins Director

A. M. Munn Secretary

SIGNED SEALED and DELIVERED)
by the said NORMAN HATCH in)
the presence of:)

Norman Hatch

4 Meade Street
Notaries
Solicitors

SIGNED SEALED and DELIVERED)
by the said THOMAS GILL in)
the presence of:)

Thomas Gill

40 Haulhigh Drive
Outton Road
Director



Dated 16th July

1986

NORFOLK COUNTY COUNCIL (1)
BROADLAND DISTRICT COUNCIL (2)
J.W. COUSINS & SON (3)
NORMAN HATCH (4)
THOMAS GILL (5)

Director

Secretary

S U P P L E M E N T A L
A G R E E M E N T

Pursuant to (inter alia) Section 52
of the Town and Country Planning
Act 1971 relating to Drayton and
Taverham Growth Area