

DATED 5TH OCTOBER 1982

BROADLAND DISTRICT COUNCIL (1)

LAPID DEVELOPMENTS LIMITED (2)

LAPID LIMITED (3)

AGREEMENT

MACFARLANES

DOWGATE HILL HOUSE

LONDON EC4R 2SY

THIS AGREEMENT is made the *FIFTH* day of *OCTOBER*
One thousand nine hundred and eighty-two BETWEEN BROADLAND
DISTRICT COUNCIL (hereinafter called "the Council") of
the first part LAPID DEVELOPMENTS LIMITED whose registered
office is at 30 Bishopsgate London EC2P 2EH (hereinafter
called "the Developer") of the second part LAPID LIMITED
whose registered office is at 6 Broad Street Place London
EC2 (hereinafter called "Lapid") of the third part

WHEREAS:

- (1) The Council is the local Planning Authority for the purpose of this Agreement
- (2) Lapid is the owner of all that land at Thorpe End Norwich Norfolk which for the purposes of identification only is shown edged red on the plan annexed hereto (hereinafter called "the Red Land")
- (3) Lapid has the benefit of a valid and subsisting option agreement dated 9th January 1981 to purchase from one Ralph Goswell Garrard all that land at Thorpe End aforesaid which for the purposes of identification only is shown edged blue on the plan annexed hereto (hereinafter called "the Blue Land")
- (4) The parties hereto have agreed to enter into this Agreement pursuant to the provisions of Section 52 of the Town and Country Planning Act 1971 and Section 126 of the Housing Act 1974 The Developer has applied to the Council under reference No. 80.1427 which application for permission has been refused and against which refusal the

Developer has appealed to the Secretary of State for the Environment and separately under reference No. 81.2061 (hereinafter together called "the Applications") for planning permission for development of the Red Land and the Blue Land (hereinafter together called "the Land")

(5) In carrying out the proposed development it is the Developer's wish to benefit the existing and future residents of Thorpe ^{End} ~~Village~~ by providing land and a building for use as a village hall and recreation area (hereinafter called "the Reserved Property") It is further the Developer's intention to regulate the development in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. The Developer and Lapid hereby jointly and severally covenant with the Council as follows:-

- (a) that the Developer will within eighteen months of outline planning permission being granted pursuant to the Applications or any of them in such terms as in its reasonable discretion shall be acceptable to the Developer apply for approval of any matters reserved by such planning permission for subsequent approval for that part of the Land that includes the Reserved Property and allocate within the Land an area of land of approximately two acres or any other area of land agreed with Thorpe End Residents Association (hereinafter called "the Association") which shall be levelled drained

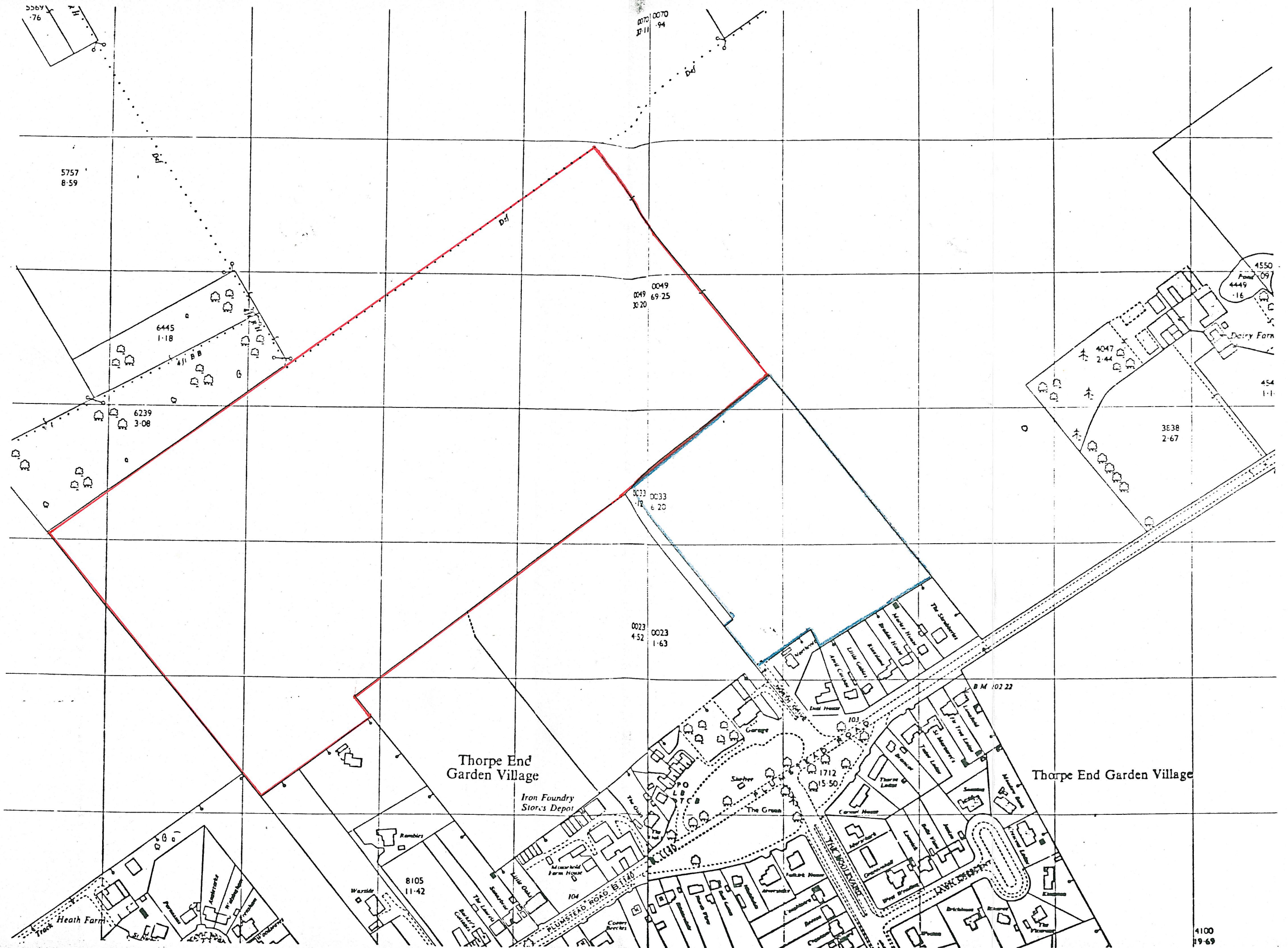
and fenced or in such other condition as shall be agreed with the Association

- (b) within the boundary of the Reserved Land to erect a hall (hereinafter called "the Hall") of brick and tile construction having an area of approximately 2,000 square feet and an eaves height of 8'6" or such other height as shall be agreed with the Association. The Hall shall contain male and female lavatory accommodation comprising in total 3 W.C.s 1 urinal and 4 basins the wall and ceilings generally shall be plaster painted as appropriate and the floor shall be screeded the design of the Hall being approved by the Council such building works being commenced not later than one year after the date of the allocation referred to in Clause 1 hereof and being practically completed within two years of the date of the said allocation

- (c) within 2 months of the date of service by the Architect for the time being of the Developer on the Council of a certificate of practical completion for the Hall to convey the freehold of the Reserved Property free of charge to the Association. Provided that in the Conveyance to the Association the Association shall covenant with the Developer and Lapid for the benefit of the Land:-

- (i) not to use the Reserved Property for any commercial use whatsoever other than for charitable or fund raising purposes nor to erect or construct on the Reserved Property any building or construction inconsistent with the use of the Reserved Property as a recreation and amenity area for the benefit of the residents of Thorpe End
- (ii) to repair and maintain the fences (if any) of the Reserved Property and to preserve the appearance of the Reserved Property that conforms with the environmental quality of Thorpe End
- (d) in developing the Land not to complete the construction of more than thirty units of accommodation in any one year
- (e) immediately on the grant of outline planning permission pursuant to the Applications the Developer shall from time to time designate a suitable area of the Land for recreational use by the local residents such use being governed at all times by the terms of a Licence to be executed in the form of draft Licence annexed hereto

2. IT IS HEREBY AGREED AND DECLARED BY THE PARTIES hereto that this Agreement and everything dependant on it is conditional on the grant of Planning Permission pursuant



to the Applications taking place within three years from
the date hereof

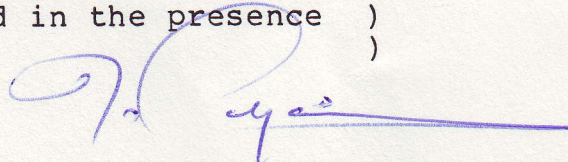
IN WITNESS whereof the Council the Developer
and Lapid have caused their respective Common Seals to
be hereunto affixed the day and year first before written

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

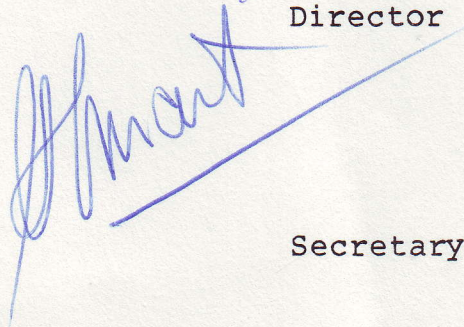
Authorised Signatory

Authorised Counter Signatory

THE COMMON SEAL of LAPID)
DEVELOPMENTS LIMITED was here-))
unto affixed in the presence)
of:-)

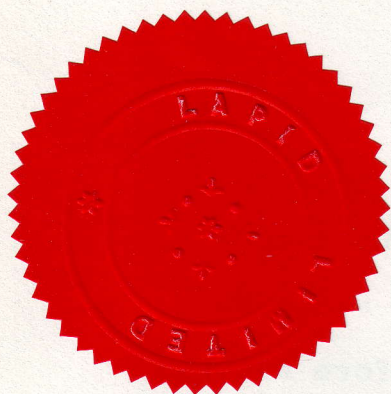


Director



Secretary





(THE COMMON SEAL of LAPID
(LIMITED was hereunto
(affixed in the presence of:-

Director

Secretary

