


THIS AGREEMENT dated 31st December 1999 is made BETWEEN
BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St
Andrew Norwich Norfolk ("the Council") (1)

WIMPEY HOMES HOLDINGS LIMITED (1392762) ("Wimpey") of 3 Shortlands
London W6 8EZ (2) and

THOMAS POINTER of Lodge Farm St Faiths Road Old Catton Norwich Norfolk
NR6 7BH and RICHARD THOMAS POINTER of Hawthorn House St Faiths Road
Old Catton Norwich Norfolk NR6 7BH ("The Mortgagees") (3)

WHEREAS:-


1. The obligations imposed by this agreement are planning obligations pursuant to section 106 of the Town and Country Planning Act 1990 ("the 1990 Act") and are pursuant to the powers contained in section 111 of the Local Government Act 1972 ("the 1972 Act")
2. The Council is the local planning authority by whom these obligations are enforceable.
3. Wimpey is the registered proprietor with absolute title of freehold land ("the Land") at St Faiths Road Old Catton as the same is registered at HM Land Registry under Title Number NK221447


R T Pointer
Thomas Pointer

4. Wimpey has applied to the Council under reference 98.0936 for planning permission to develop 179 one two three and four bedroom dwellings plus associated roads garages parking areas cyclepaths and public open space, road link from Meteor Close to St Faiths Road, traffic calming measures to the surrounding road network including Lodge Lane ("the Development") to be carried out on the Land.

5. The Council has resolved to grant conditional planning consent in the form annexed ('the Draft Consent') subject to Wimpey and the Mortgagees entering this agreement.

6. The Mortgagees have agreed to enter this agreement in manner hereinafter appearing.


R J Poul
Thomas Poulter

NOW THIS DEED WITNESSETH as follows: -

1. The provisions of clause 2 are conditional upon the grant of the planning permission for the Development in the form of the Draft Consent annexed

2. Wimpey hereby agree declare and covenant for themselves and their successors in title with the Council:-

(i) Not to occupy or allow occupation of more than one hundred (100) dwellings to be constructed on the Land, or the occupation of more than twenty (20) of such dwellings within the areas shown edged yellow upon the plan annexed ('the Plan') unless and until Wimpey shall have:-

(a) Paid to the Council the sum of £24,779 ('the Contribution') in respect of the future cost of maintenance by or on behalf of the Council, of the open space, landscaped, and play areas to be provided in accordance with details to be submitted to and approved by the Council and carried out by Wimpey in accordance with the Draft Consent, as more particularly shown edged green blue and purple upon the Plan ('the Open Space') and

PROVIDED THAT 'the Contribution' shall be deemed to be correct as at 1st April 1999 ('the Base Date') and in the event that the Index of Retail Prices or equivalent succeeding index ('the Index') shall have increased between the Base Date and the date of actual payment in accordance with (a) above the Contribution shall be increased by the same percentage as the increase in the Index occurring during the same period AND PROVIDED FURTHER THAT in any event the Contribution shall be paid within 5 years of the date hereof

R T Poul

Thomas Poulter

- (b) 1. Removed all existing structures and buildings above and below ground save as previously agreed in writing by the Director of Planning and Community Services of the Council ("the Director")
2. Effected all necessary remedial works to render the Open Space suitable as permanent recreational open space to the satisfaction of the Council

(ii) Not to allow occupation of more than the cumulative total numbers of dwellings and areas specified below until the open space works as set out in Schedule 4 (the 'Open Space Works') in relation to each such stage listed below and shown on the Plan shall have been completed by Wimpey to the reasonable satisfaction of the Council

(a) Stage I – as more particularly delineated edged green upon the Plan ("the Green Land") – 20 dwellings within the areas more particularly delineated edged red ("Phase I") and orange ("Phase II") upon the Plan

(b) Stage II – as more particularly delineated edged blue upon the Plan ("the Blue Land") – 95 dwellings

(c) Stage III – as more particularly delineated edged purple upon the Plan ("the Purple Land") – 170 dwellings

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R 7 Pond
Thomas Pointer

(iii) Not to commence the construction of more than the 100 dwellings referred to in 2(i) above until Wimpey shall have completed the road link to the reasonable satisfaction of Norfolk County Council ("the County") between Meteor Close and St. Faiths Road as shown upon the Plan, AND provided evidence satisfactory to the Council's solicitors that the road link is open and available for use as of right to vehicular pedestrian and cycle traffic, PROVIDED THAT Wimpey shall keep the road link closed by locked gate or otherwise to the satisfaction of the Director to all vehicular traffic (save for Wimpey construction traffic) until such time as the bus gate shall have been provided in accordance with clause 2(vi).

(iv) Not to commence any part of the Development other than those dwellings to be constructed upon plots 1 – 9 within the area shown edged red upon the Plan until detailed proposals for the traffic management scheme as briefly described in Schedule 3 ("the Scheme") in respect of the Development shall have been submitted to and approved in writing by the Council,

(v) Not to commence any development beyond Phase I and Phase II until

(a) Wimpey and the County shall have concluded an agreement under section 38 and/or 278 of the Highways Act 1980 or otherwise ('the Traffic Management Agreement') between Wimpey and the County in respect of the Scheme containing *inter alia* a covenant on the part of Wimpey to fund the full costs of the Scheme and

(b) the Scheme has been completed

Provided that if the County shall not have made and approved all necessary Traffic Regulation Orders in respect of the Scheme within 12 months of the approval of the Scheme Wimpey may commence development of Phase III (being the area shown

edged yellow upon the Plan) in any event and Wimpey shall no longer be required to carry out works specified in the Scheme

- (vi) To provide to the satisfaction of the Council a bus gate at the point marked 'x' on the Plan
- (vii) Not to allow occupation of any dwellings within Phase II until Wimpey shall have entered into an unconditional agreement ('the Housing Agreement') in a form approved by the Council (such approval not to be unreasonably withheld) with Wherry Housing Association or such other body as shall be approved by the Council ("the Association") to provide for the transfer of not less than 24 dwellings ("the Allocated Housing") to be constructed in the area shown coloured pink upon the Plan ('the Allocated Housing Land') to the Association which shall include the transfer of the Allocated Housing Land at nominal consideration to the Association
- (viii) Not to allow the occupation of more than 100 dwellings until Wimpey shall have entered into an unconditional agreement ("the further Housing Agreement") in a form approved by the Council (such approval not to be unreasonably withheld) with the Association or such other body as shall be approved by the Council to provide for the transfer of not less than 19 dwellings ("the further Allocated Housing") to be constructed upon the area shown coloured Pink within Phase III upon the Plan ("the Further Allocated Housing Land") to the Association which shall include the Transfer of the Further Allocated Housing Land at nominal consideration to the Association.

PROVIDED THAT if despite all reasonable endeavours having been used by Wimpey, the Housing Agreement and Further Housing Agreement shall not have been entered into within 36 months of the date of commencement of development of

Phase III Wimpey shall be released from the obligations contained in (vii) and (viii) hereof and shall be at liberty to dispose of the dwellings on the open market

(ix) To indemnify the Council in respect of all costs claims demands and liabilities arising from the condition of the Open Space including without prejudice to the generality of the foregoing any polluting or deleterious materials or substances

3. Wimpey hereby requests the Chief Land Registrar to register the terms of this agreement at HM Land Registry against title number NK221447

4. The Mortgagees confirm their approval to the terms hereof

5. The Mortgagees or any of them shall only be liable in respect of a breach of the obligations hereunder for such time as it is mortgagee in possession or is successor in title to the Land or any part or parts thereof

6. Notwithstanding the provisions of this deed the undertakings and obligations herein contained on the part of Wimpey shall not be enforceable against the Association (or their mortgagees purchasers or assigns) or statutory undertakers in relation to any parts of the Land acquired for electricity sub stations gas governor stations pumping stations or similar installations PROVIDED THAT for the avoidance of doubt this clause shall not take effect to release or reduce in any way the liability of Wimpey pursuant to this agreement

7. The expressions "Wimpey" "The Council" "The First Mortgagee" "the Second Mortgagee" and "The Mortgagees" shall include their respective successors in title and assigns and where appropriate the plural shall include the singular and vice versa.

8. Commencement of the Development or any part thereof shall be deemed to have occurred upon the undertaking of any "material operation" as defined in Section 56 of the 1990 Act.

9. (a) Upon completion of the works required pursuant to sub paragraphs 2 (i) (b) and 2 (ii) (a) and (b) above to the reasonable satisfaction of the Council either party may at any time within 21 years of the date hereof call upon the other to execute a transfer in the form annexed in Schedule 2(i) in favour of the Council in respect of the Green Land and Blue Land and

(b) Upon completion of the works required pursuant to sub-paragraph 2 (iii) to the reasonable satisfaction of the Council either party may at any time within 21 years of the date hereof call upon the other to execute a transfer in the form annexed in Schedule 2(ii) in favour of the Council in respect of the Purple Land

10. This deed is entered into pursuant to the provisions of S106 of the 1990 Act and S111 of the 1972 Act

Schedules

1. Draft Planning Consent
2. (i) Form of transfer in respect of the Green Land and Blue Land
(ii) Form of transfer in respect of the Purple Land
3. Summary of the Traffic Management Scheme
4. The Open Space Works

THE COMMON SEAL of WIMPEY HOMES

000035

HOLDINGS LIMITED) was hereunto

affixed in the presence of:-

Director

Authorised Signatory



THE COMMON SEAL of BROADLAND

DISTRICT COUNCIL was hereunto

affixed in the presence of:-

Director of Planning and Community Services

Solicitor to the Council



[Signature]
12.11.99

**SIGNED AS A DEED BY THOMAS
POINTER** in the presence of: -

Witness
Name *JR Hodges*
Address *62 Norwich St Dereham*
Occupation *Chartered Accountant*

**SIGNED AS A DEED BY RICHARD
THOMAS POINTER** in the presence of: -

Witness
Name *JR Hodges*
Address *62 Norwich St Dereham*
Occupation *Chartered Accountant*

) *Thomas Pointer*
)

) *R T Pointer*
)



Broadland District Council

Schedule 1

Ask for : Mrs M White
Direct dial : (01603) 703253
Fax : (01603) 700339
Date :

WIMPEY HOMES HOLDINGS
LTD
(FAO JANE TILLOTSON)
1 CRITTALL ROAD
WITHAM
ESSEX CM8 3AF

Application Number:

980936

Date of Decision:

Description: 179 NO ONE, TWO, THREE AND FOUR BEDROOM DWELLINGS PLUS ASSOCIATED ROADS, GARAGES, PARKING AREAS, CYCLEPATHS AND PUBLIC OPEN SPACE. ROAD LINK FROM METEOR CLOSE TO ST FAITHS ROAD, TRAFFIC CALMING MEASURES TO LODGE LANE.

Location: LODGE FARM, ST FAITHS ROAD, OLD CATTON.

Applicant: WIMPEY HOMES HOLDINGS LTD

Town and Country Planning Act 1990

The Council in pursuance of powers under this Act GRANTS PLANNING PERMISSION for the development referred to above, in accordance with the submitted plans and application forms, and subject to the following conditions.

1. The development hereby permitted shall be begun before the expiration of 5 years from the decision date of this permission.
2. No more than 100 dwellings (identified on Plan No 559-99-01) shall be commenced until such time as the road link from St Faith's Road to Meteor Close has been constructed in accordance with the details to be submitted and approved under Condition 4.
3. The dwellings shall be constructed so as to provide sound insulation against internally generated noise of not less than 30dB(A), with windows shut and other means of ventilation provided.
4. No work shall commence on site until such time as detailed plans of roads, footways, foul and 'on site' surface water drainage have been submitted to and approved by the Local Planning Authority.
5. Before any development takes place an 'off site' surface water drainage system shall be constructed to the specification and satisfaction of the Local Planning Authority from the site to an existing surface water drain in the position indicated on the approved plans submitted and approved under Condition 4 above.

6. No work shall be carried out on roads, footways, foul and surface water sewers otherwise than in accordance with the details approved under Condition 4 above.
7. No dwellings shall be occupied until such time as a road and footway have been constructed from the dwelling to the adjoining county road to a standard to be agreed in writing with the Local Planning Authority.
8. Development shall not proceed beyond 'phase 1' until the footway along the St Faith's Road frontage of the site has been constructed in accordance with the details submitted and approved under Condition 6 above.
9. Prior to the commencement of the development or the placing of huts, plant or machinery on the site the existing trees shall be enclosed by chestnut pale fencing at least 1.5 metres high erected in accordance with the requirements specified in the attached Policy Note No.3. Such fencing shall remain in place for the duration of the building works and the areas enclosed shall remain free of all obstructions, building materials, machinery, equipment and excavations.
10. No works or development shall take place until full details of all proposed tree, shrub and hedge planting, and the proposed times of planting, have been approved in writing by the Local Planning Authority, and all tree, shrub and hedge planting shall be carried out in accordance with those details and at those times.
11. Any tree or shrub which dies within five years of the planting of the first tree or shrub shown in that position on the approved landscaping scheme shall be replaced to the satisfaction of the Local Planning Authority.
12. No works or development shall commence on phase 2 until details of the layout, (including levels, surfacing, equipment and planting) of the open space area and LAP's have been submitted to and approved in writing by the Local Planning Authority.
13. None of the dwellings on plots 15, 16, 18, 19 and 20 shall be occupied until the adjoining LAP has been laid out in accordance with the details approved under condition 12 above.
14. The dwellings on plots 77 - 81 shall not be occupied until the adjoining LAP has been laid out in accordance with the details approved under condition 12 above.
15. None of the dwellings on plots 136, 109 - 112, 98 - 99, 175 - 179 and 137 - 143 shall be occupied until the adjoining Public Open Space and LEAP has been laid out in accordance with the details approved under Condition 12 above.
16. The proposed means of enclosure, fencing, hedging and tree planting, on the western and southern boundaries of the site shall be carried out in the first planting season following the commencement of development.

17. Before any development commences on the application site, approval shall be obtained from the Local Planning Authority of the construction programme, which shall include details of the use of any access required for construction purposes; the location of the site huts and builders compounds; the areas of land to be set aside for the storage of materials and as working areas for construction purposes; the location of any fixed plant and machinery together with appropriate steps for minimising noise therefrom; the provision to be made for drainage during the construction period; the hours of construction work and vehicular routes to and from the site for construction traffic.

Reasons:

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act, 1990.
2. To ensure the proper development of the site without prejudice to the amenities of the area.
3. To protect the amenities of future occupiers in respect of aircraft noise in the locality.
4. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
5. To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety.
6. To ensure the satisfactory development of the site.
7. To ensure that roads/footpaths/cycleways are constructed to a standard to enable them to be taken over as public repairable highways.
8. In the interests of highway safety and residential amenity.
9. In the interests of visual amenity and to enhance the amenity of the locality.
10. In the interests of visual amenity and to enhance the amenity of the locality.
11. To ensure the proper development of the site without prejudice to the amenities of the area.
12. To ensure the satisfactory development of the site.
13. To safeguard the amenities of the adjacent residential properties.
14. To safeguard the amenities of the adjacent residential properties.
15. To safeguard the amenities of the adjacent residential properties.
16. In the interests of visual amenity and to enhance the amenity of the locality.
17. To ensure the proper development of the site without prejudice to the amenities of the area.

Informatives:

1. This decision relates to the following drawing numbers:

- A. Application Form and Certificate B
- B. Location Plan 559-12-98
- C. Development layout 559-02-01 rev.I
- D. House Type Maxima (2 bedroom house) MX1-01-01
- E. House Type Alpha (3 bedroom house) AL1-02-02
- F. House Type Alpha (3 bedroom house) AL2-02-02
- G. House Type Riva (3 bedroom house) RV2-02-02
- H. House Type Sancta (3 bedroom house) ST2-01-00 & ST2-02-00
- I. House Type Sienna (3 bedroom house) SN1-01-00
- J. House Type Sienna (3 bedroom house) SN3-01-00
- K. House Type Garland(3 bedroom house) GL1-01-01 & GL1-02-01
- L. House Type Soiree (4 bedroom house) SR1-01-00 SR1-02-00
- M. House Type Soiree (4 bedroom house) SR2-01-00 SR2-02-00
- N. House Type Carnival(4 bedroom house)CN1-01-01 CN1-02-01
- O. House Type H03 (3 bedroom house) H03-01
- P. House Type HO6 (2 bedroom house) H06-03 rev A
- Q. House Type HO8 (3 bedroom house) HO8-01
- R. House Type H11 (1 bedroom flat) H11-01 - amended
- S. House Type 101 (1 bedroom house) 101 rev B
- T. Garage Plans and Elevations (Sheet 1 of 2) 622-63-16
- U. Garage Plans and Elevations (Sheet 2 of 2) 622-63-17
- V. Fencing layout (Sheet 1 of 2) 599-02-02 rev B
- W. Fencing layout (Sheet 2 of 2) 559-02-03 rev C
- X. Surface finishes (Sheet 1 of 2)559-02-04 rev B
- Y. Surface finishes (Sheet 2 of 2)559-02-05 rev B
- Z. Individual plot elevations: plots 1-43 (Sheet 1 of 4) 559-03-01 rev B
- AA. Individual plot elevations: plots 44-98(Sheet 2 of 4)559-03-02 rev A
- BB. Individual plot elevations: plots 99-136 (Sheet 3 of 4)559-03-03 rev A
- CC. Individual plot elevations: plots 137-179 (Sheet 4 of 4)559-03-04
- DD. Colour and materials schedule (Sheet 1 of 4) 559-10-01 rev C
- EE. Colour and materials schedule (Sheet 2 of 4) 559-10-02 rev C
- FF. Colour and materials schedule (Sheet 3 of 4) 559-10-03 rev B
- GG. Colour and materials schedule (Sheet 4 of 4) 559-10-04 rev A
- HH. Identification of 100 dwellings - 559-99-01.

- 2. This decision allows for the construction of a show area, including car park on plots 1 and 2 for a temporary period of two years, unless otherwise agreed in writing with the Local Planning Authority.
- 3. This Planning Decision Notice to be read in conjunction with an agreement under Section 106 of the Town and Country Planning Act 1990 which relates to the same site.



NOTES

1. If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice on this point can be obtained from the Building Control Section of the Development Directorate.

Signed

P. C. KIRBY

Director of Planning & Community Services

Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU

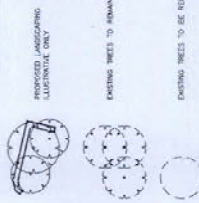
NOTES:

Private Development

Medium 4x1	2 Bed House	250sq.
Medium 4x1/2	3 Bed House	250sq.
Fire 802	3 Bed House	140sq.
Small 822	3 Bed House	110sq.
Small 821	3 Bed House	40sq.
Small 801/3	3 Bed House	150sq.
Small 801/2	4 Bed House	140sq.
Small 801	4 Bed House	60sq.
Total		1300sq.

Housing Association

103	2 Bed House	80sq.
104	2 Bed House	110sq.
105	2 Bed House	70sq.
106	1 Bed Flat	80sq.
107	1 Bed House	80sq.
Total		420sq.



W. B. & Co. Ltd.
W. B. & Co. Ltd.

DATE	NAME	DESCRIPTION

Private Development:

Maximo MTI	2 Bed House	38sq
Nova AL/72	3 Bed House	34sq
Riv RW2	3 Bed House	14sq
Santa ST2	3 Bed House	11sq
Colford GL1	3 Bed House	4sq
Sawto SN/73	3 Bed House	15sq
Stone SR/72	4 Bed House	18sq
Summit CB1	4 Bed House	5sq

Housing Association

HO2	3 Bed House	Geo.
HO4	2 Bed House	1" Inc.
HO6	3 Bed House	Two.
K11	1 Bed Plot	Enc.
101	3 Bed House	Enc.

Year	1991
1992	1993

 Residential Development Phase One
 Residential Development Phase Two
 Residential Development Phase Three
 Social Housing
 Public Open Space Stage One
 Public Open Space Stage Two
 Public Open Space Stage Three

[illegible]

HEAD LOIGE FARM

DEVELOPMENT LAYOUT

Wimpey Homes

**Federal Department
of Energy Affairs
V. Grollman, Director**

Authors: **James
 Cook, Jr.** Tel: 61374 51272 Fax: 61374 515467
 NERC, 860 MC, #123

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

DATE	SCALE	LAND CODE	DRAINING NUMBER
5.11.10	1/500	550	02-01

10-70	600	86/21
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**Transfer of part
of registered title(s)**

HM Land Registry

TP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place 'X' in the box that applies and complete the box in the appropriate certificate.

☐ I/We hereby certify that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☒ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£250,000

2. Title Number(s) out of which the Property is transferred *(leave blank if not yet registered)*

NK 221447

3. Other title number(s) against which matters contained in this transfer are to be registered *(if any)*

4. Property transferred *(insert address, including postcode, or other description of the property transferred. Any physical exclusions e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

The Property is defined: *(place "X" in the box that applies and complete the statement)*

☒ on the attached plan and shown *(state reference e.g. "edged red")* edged red

☐ on the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

5. Date

6. Transferor *(give full names and Company's Registered Number if any)*

WIMPEY HOMES HOLDINGS LIMITED
Reg. No. 1392762

7. Transferee for entry on the register *(Give full names and Company's Registered Number if any: for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated)*

BROADLAND DISTRICT COUNCIL
THORPE LODGE, YARMOUTH ROAD, THORPE ST ANDREW, NORWICH, NORFOLK

Unless otherwise arranged with the Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts

8. Transferee's intended address(es) for service in the UK. *(including postcodes) for entry on the register*

9. The Transferor transfers the Property to the Transferee.

10. Consideration (Place 'X' in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

- ☒ The Transferor has received from the Transferee for the Property the sum of (in words and figures)
£ 1 ONE POUND
- ☐ (insert other receipt as appropriate)
- ☐ The Transfer is not for money or anything which has a monetary value

11. The Transferor transfers with (place 'X' in the box which applies and add any modification)

- ☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust Where there is more than one Transferee place 'X' in the appropriate box

- ☐ The Transferees are to hold the Property on trust for themselves as joint tenants.
- ☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.
- ☐ The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

Definitions

"The Transferor's Land" means the land comprised in the above title

Rights granted for the benefit of the Property

The right for the benefit of the Transferee and all others entitled thereto to pass with or without vehicles as appropriate over all roads verges and footpaths now and hereafter constructed upon the Transferor's land which are intended to become highways maintainable at public expense as is reasonable and necessary to gain access to the Property.

Rights reserved for the benefit of other land

- a) The rights (which so far as not already created are hereby reserved) of the registered proprietors from time to time of the Transferor's Land and all persons authorised by them:-
- (i) to use any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (the "Service Installations") comprised in the Property for the passage of water sewage gas electricity and other services;
 - (ii) to retain in place any parts of any boundary or other wall which overhangs or protrudes into the Property;
 - (iii) to have any boundary or other wall supported and protected by the Property; and
 - (iv) to enter upon the Property at all reasonable times and upon giving reasonable notice (and at any time without notice in an emergency) so far as may be necessary for the purposes of inspecting maintaining, repairing and renewing any boundary or other wall and the Service Installations comprised in the Property
- b) The right for the Transferor and all persons authorised by it to enter upon the Property at all reasonable times and upon giving reasonable notice (and at any time without notice in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property.
- c) The rights specified herein are subject to the persons exercising the same
- (a) (i) giving reasonable notice except in the case of emergency
 - (ii) causing as little damage as possible
 - (iii) making good to the reasonable satisfaction of any person thereby affected any damage so caused
 - (iv) and indemnifying the owner of the property from any liability in respect of any damage or injury caused during or as a result of any such works.

Restrictive covenants by the Transferee

1. The Transferee hereby covenants with the Transferor for the benefit of the remaining land comprised in the above title that it will use the Property for the purposes of public open space only and no development whatsoever shall take place thereon
2. The Transferee hereby covenants with the Transferor (by way of indemnity only) to observe and perform the covenants contained or referred to in the Charges Register of the title above mentioned so far as they still subsist and are capable of being enforced and affect the Property hereby transferred and to indemnify the Transferor from and against all actions costs claims demands and liability whatsoever arising from any future breach non-observance or non-performance thereof

Restrictive Covenants by the Transferor

14. *The Transferors and all other necessary parties (including the proprietors of all the title listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains Transferees' covenants or declarations or contains an application by them (e.g for a restriction) it must also be executed by the Transferees.*

THE COMMON SEAL of the TRANSFEROR

was hereunto affixed in the presence of:-

Director
Authorised Signatory

THE COMMON SEAL of the TRANSFeree

was hereunto affixed in the presence of:-

Witness to Signature of the Transferee

Signature

Address

.....

Occupation

**Transfer of part
of registered title(s)**

HM Land Registry

TP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place 'X' in the box that applies and complete the box in the appropriate certificate.

- ☐ I/We hereby certify that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- ☒ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of
- £250,000

2. Title Number(s) out of which the Property is transferred *(leave blank if not yet registered)*

NK 221447

3. Other title number(s) against which matters contained in this transfer are to be registered *(if any)*

4. Property transferred *(insert address, including postcode, or other description of the property transferred. Any physical exclusions e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

The Property is defined: *(place "X" in the box that applies and complete the statement)*

- ☒ on the attached plan and shown *(state reference e.g. "edged red")* edged red
- ☐ on the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

5. Date

6. Transferor *(give full names and Company's Registered Number if any)*

WIMPEY HOMES HOLDINGS LIMITED
Reg. No. 1392762

7. Transferee for entry on the register *(Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated)*

BROADLAND DISTRICT COUNCIL
THORPE LODGE, YARMOUTH ROAD, THORPE ST ANDREW, NORWICH, NORFOLK

Unless otherwise arranged with the Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts

8. Transferee's intended address(es) for service in the UK. *(including postcodes) for entry on the register*

9. The Transferor transfers the Property to the Transferee.

10. Consideration (Place 'X' in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

- ☒ The Transferor has received from the Transferee for the Property the sum of (in words and figures)
£ 1 ONE POUND
☐ (insert other receipt as appropriate)
- ☐ The Transfer is not for money or anything which has a monetary value

11. The Transferor transfers with (place 'X' in the box which applies and add any modification)

- ☒ full title guarantee ☐ limited title guarantee

12. Declaration of trust Where there is more than one Transferee place 'X' in the appropriate box

- ☐ The Transferees are to hold the Property on trust for themselves as joint tenants.
- ☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.
- ☐ The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

Definitions

"The Transferor's Land" means the land comprised in the above title

Rights granted for the benefit of the Property

The right for the benefit of the Transferee and all others entitled thereto to pass with or without vehicles as appropriate over all roads verges and footpaths now and hereafter constructed upon the Transferor's land which are intended to become highways maintainable at public expense as is reasonable and necessary to gain access to the Property.

Rights reserved for the benefit of other land

- a) The rights (which so far as not already created are hereby reserved) of the registered proprietors from time to time of the Transferor's Land and all persons authorised by them:-
- (i) to use any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (the "Service Installations") comprised in the Property for the passage of water sewage gas electricity and other services;
 - (ii) to retain in place any parts of any boundary or other wall which overhangs or protrudes into the Property;
 - (iii) to have any boundary or other wall supported and protected by the Property; and
 - (iv) to enter upon the Property at all reasonable times and upon giving reasonable notice (and at any time without notice in an emergency) so far as may be necessary for the purposes of inspecting maintaining, repairing and renewing any boundary or other wall and the Service Installations comprised in the Property
- b) The right for the Transferor and all persons authorised by it to enter upon the Property at all reasonable times and upon giving reasonable notice (and at any time without notice in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property.
- c) The rights specified herein are subject to the persons exercising the same
- (a) (i) giving reasonable notice except in the case of emergency
 - (ii) causing as little damage as possible
 - (iii) making good to the reasonable satisfaction of any person thereby affected any damage so caused
 - (iv) and indemnifying the owner of the property from any liability in respect of any damage or injury caused during or as a result of any such works.

Restrictive covenants by the Transferee

1. The Transferee hereby covenants with the Transferor for the benefit of the remaining land comprised in the above title that it will use the Property for the purposes of public open space only and no development whatsoever shall take place thereon
2. The Transferee hereby covenants with the Transferor (by way of indemnity only) to observe and perform the covenants contained or referred to in the Charges Register of the title above mentioned so far as they still subsist and are capable of being enforced and affect the Property hereby transferred and to indemnify the Transferor from and against all actions costs claims demands and liability whatsoever arising from any future breach non-observance or non-performance thereof

Restrictive Covenants by the Transferor

14. *The Transferors and all other necessary parties (including the proprietors of all the title listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains Transferees' covenants or declarations or contains an application by them (e.g for a restriction) it must also be executed by the Transferees.*

THE COMMON SEAL of the TRANSFEROR

was hereunto affixed in the presence of:-

Director
Authorised Signatory

THE COMMON SEAL of the TRANSFeree

was hereunto affixed in the presence of:-

Witness to Signature of the Transferee

Signature

Address

.....

Occupation

SCHEDULE 3

Summary of the Traffic Management Scheme

The Traffic Management Scheme includes:

- (a) a 20 mph zone containing the following roads in Old Catton:

Blacksmiths Way; Bronde Close; Catton Chase; Catton Close, Catton Court; Church Street; Garrick Green; Hunt Close; Kiln Close; Lancaster Close; Lindley Close; Lodge Lane; Longland Close; Louis Close; Norman Drive; Players Way; Priors Drive; St Faiths Road; Swansgate; Taylor's Lane; West Acre Drive; Woodland Drive; Wrenningham Road; and the roads within the Lodge Farm development as approved under application reference 980936

- (b) the provision of a roundabout at the junction of St Faith's Road and Church Street
- (c) the addition of a raised table and round-topped humps in Church Street
- (d) the addition of speed cushions and a raised table in Lodge Lane, together with footpath works and the re-alignment of the junction with Priors Drive
- (e) the addition of speed cushions, a raised table and a bus lay-by, together with various footpath works in St Faiths Lane
- (f) a new footpath along the St Faiths Road frontage of the Lodge Farm development

SCHEDULE 4

The Open Space Works

The Open Space Works will consist of:

any works on any of the land edged green, blue or purple within the landscaping scheme approved by the local planning authority under conditions 12 13 14 and 15 of the draft planning permission reference 980936.