

THIS AGREEMENT is made the 28th day of March One thousand nine hundred and ^{ninety} ~~eighty nine~~ BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich in the County of Norfolk (hereafter called "the Council") of the first part DENCORA RETIREMENT HOMES LIMITED whose registered office is situate at Dencora House Blyburgate Beccles in the County of Suffolk of the second part (hereinafter called "the Owner") and NATIONAL WESTMINSTER BANK PLC whose registered office is at 41 Lothbury London EC2P 2BP (hereinafter called "the Bank") of the third part

WHEREAS

1. The Council is the Local Planning Authority for the purposes of this Agreement
 2. The Owner is seized in fee simple absolute in possession of the piece or parcel of freehold land fronting The Street Acle in the said County of Norfolk shown edged red on the plan annexed hereto (which said piece or parcel of freehold land is hereinafter called "the Property") subject to the Legal Mortgage next herein recited
 3. By a Legal Mortgage made the Second day of February One thousand nine hundred and eighty nine the Property was charged in favour of the Bank by way of Legal Mortgage to secure repayment of the monies mentioned therein
 4. The Owner has applied to the Council under Reference Number 89.0964 for planning permission for development to be carried out on the Property
 5. The Council the Owner and the Bank have agreed subject to planning permission being granted in consequence of the aforesaid application to enter into this Agreement pursuant to Section 52 of the Town and Country Planning Act 1971 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 89.0964 and pursuant to the said Section 52 and the said Section 33 respectively the Owner hereby agrees declares and covenants with the Council from the date on which the aforesaid planning permission shall be granted the

Property shall be subject to the conditions restricting or regulating the development or use of the Property specified in the first part of the Schedule hereto and the obligations specified in the second part of the said Schedule shall be performed by the Owner

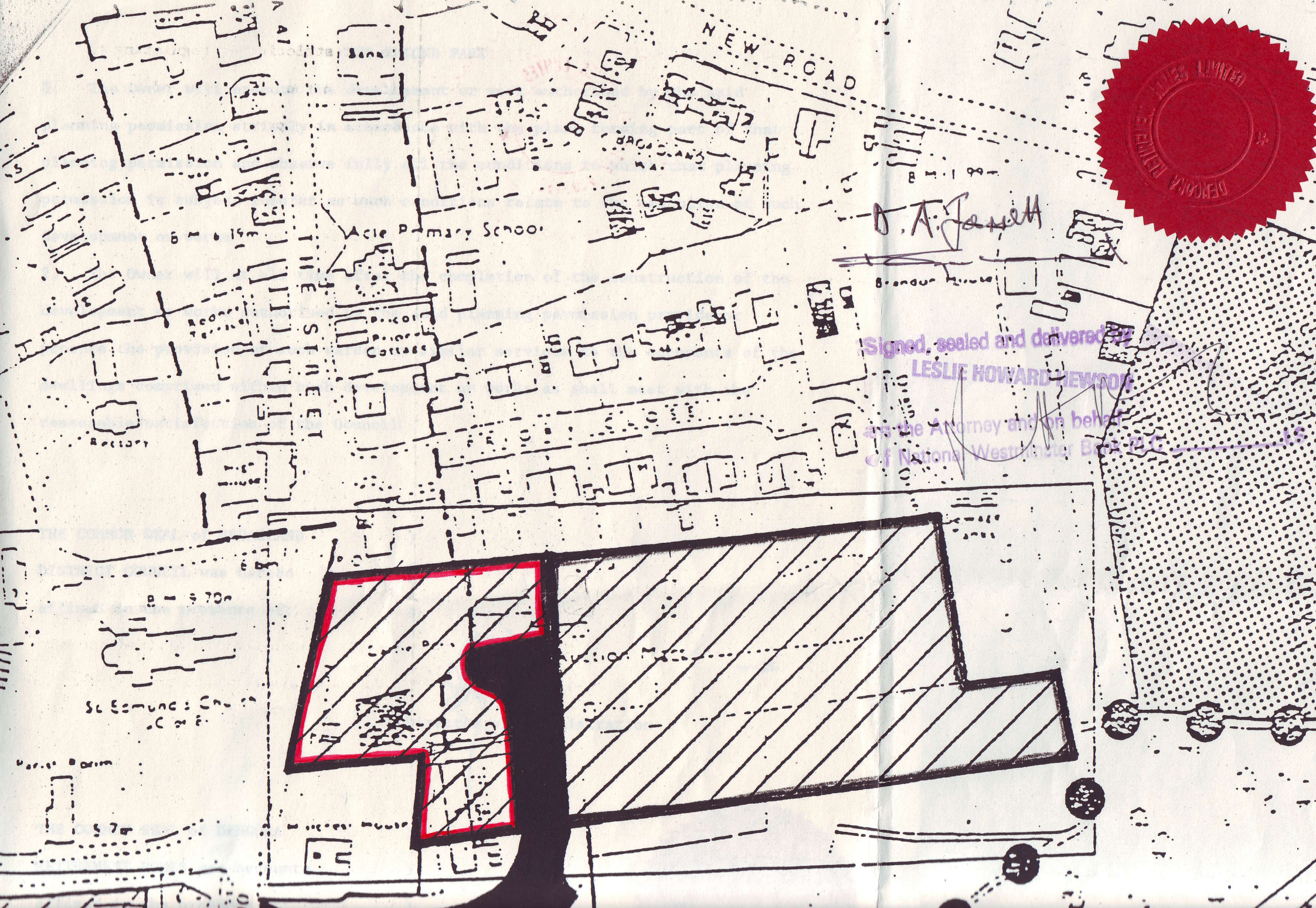
2. Subject to the grant of the said planning permission and likewise pursuant to the said Section 52 and Section 33 the Bank hereby covenants with the Council that whilst it is in possession of the Property as a Mortgagee in possession it will observe and perform the conditions specified in the First Part of the Schedule and if at that time the developments or works authorised by the said planning permission have been executed it will observe and perform the requirements of the second paragraph of the Second Part of the Schedule and that it will ensure that any Purchaser from the Bank pursuant to the exercise of its power of sale will covenant to observe and perform all the conditions stipulations and requirements of both Parts of the Schedule hereto

3. The expressions "the Council" "the Owner" and "the Bank" shall where the context so admits include their respective successors in title and assigns
IN WITNESS whereof the Council has caused its Common Seal to affixed hereunto and the Owner has set its respective hands and seals hereunto the day and year first before written

T H E S C H E D U L E

THE FIRST PART

None of the dwellings permitted by the said planning permission to be constructed on the Property shall be occupied by a person under the age of fifty five years unless he or she is a registered disabled person or the widower or widow of a former occupant of one of the dwellings who was himself or herself over the age of fifty five years when the widower or widow resided in the dwelling with that former occupier excepting that where any such dwelling is occupied by more than one person then not more than one of those occupants shall be aged less than fifty five years



D. A. Jones

Signed, sealed and delivered by
LESLIE HOWARD NEWSON

as the Attorney and on behalf
of National Westminster Bank Ltd

THE SECOND PART

1. The Owner will execute the development or work 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 will at all time after the completion of the construction 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 dwellings comprised within such development or works as shall meet with the reasonable satisfaction of the Council

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



4145

Director of Administration

THE COMMON SEAL of DENCORA)
RETIREMENT HOMES was hereunto)
affixed in the presence of:)



Director

Secretary

D. A. Jarrett

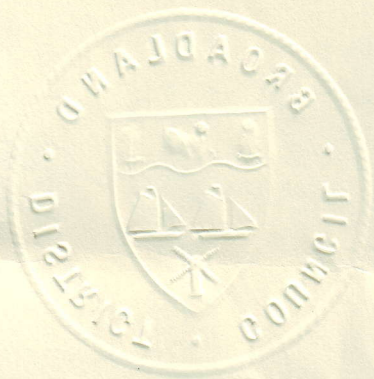
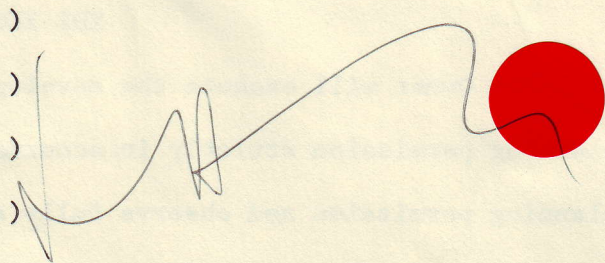
SIGNED SEALED and DELIVERED by

LESLIE HOWARD HEWSON

as the Attorney and on behalf of

NATIONAL WESTMINSTER BANK PLC

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Handwritten signature or mark.

Date 28th March 1990

BROADLAND DISTRICT COUNCIL

and

DENCORA RETIREMENT HOMES LIMITED

and

NATIONAL WESTMINSTER BANK PLC

SECTION 52 AGREEMENT

Land Fronting The Street Acle

B.A. Yates
Director of Administration
Broadland District Council
Thorpe Lodge
Yarmouth Road
Norwich NR7 0DU

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