

Dated

2nd June

1997

BROADLAND DISTRICT COUNCIL (1)

MESSRS D D & D G OAKES (2)

CAWSTON PARISH COUNCIL (3)

AGREEMENT

under Section 111 of the Local Government
Act 1972 and Section 33 of the
Local Government (Miscellaneous
Provisions) Act 1982, relating to land at
Cawston, Norfolk.

THIS AGREEMENT is made the *second* day of *June* 1997
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 DAVID DENNIS OAKES of 12 Norwich
Road Cawston in the said County and DONALD GEORGE OAKES of 12
Aylsham Road Cawston aforesaid (hereinafter called "the Owners")
of the second part and CAWSTON PARISH COUNCIL of Cawston in the
said County of Norfolk (hereinafter called "the Parish Council")
of the third part

WHEREAS:-

(1) The Owners are seised in fee simple absolute in possession
of the property known as land at Chapel Street Cawston Norfolk
(hereinafter called "the Property") shown edged red on the plan
annexed hereto (hereinafter referred to as "the Plan")

(2) The Owners applied to the Council under reference number
96.0179 for planning permission for development to be carried out
on the land shown edged green on the Plan (hereinafter called
"the Development")

(3) The Council the Owners and the Parish Council have agreed
subject to planning permission being granted in consequence of
the aforesaid application to enter into this agreement pursuant
to:-

(a) Section 111 of the Local Government Act 1972

(b) Section 33 of the Local Government (Miscellaneous
Provisions Act 1982

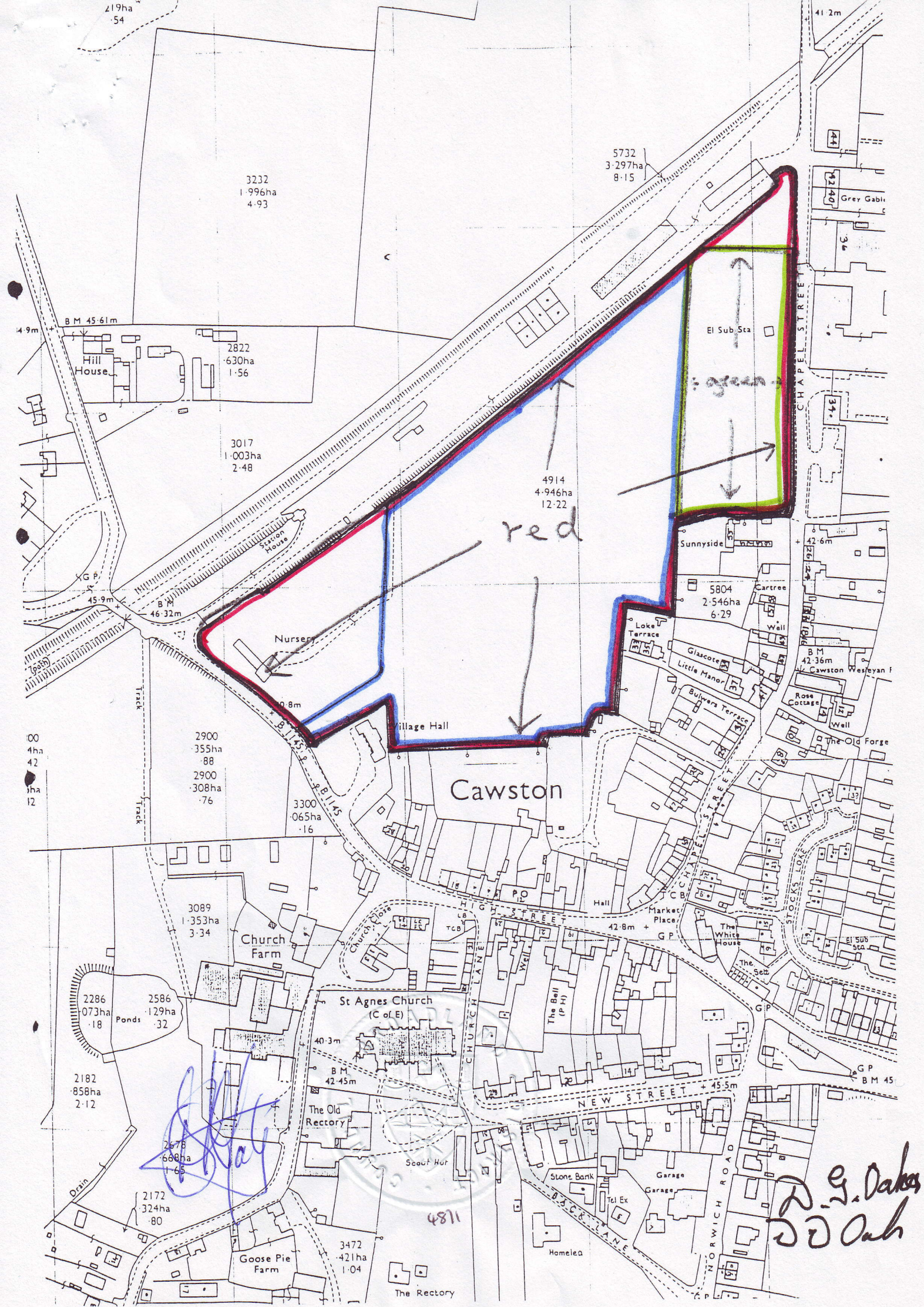
(hereinafter together referred to as "the Statutory Provisions")

(4) The Council is a principal Council within the meaning of
Section 270 (1) of the Local Government Act 1972 and is empowered
to enter into Agreements for various purposes as more
particularly set out in the Statutory Provisions

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of the Statutory
Provisions and in consideration of the various covenants herein
contained

2. Subject to planning permission being granted in consequence
of application number 96.0179 the Owners hereby jointly and
severally AGREE DECLARE AND COVENANT for themselves and their
successors in title with the Council that from the date on which
the aforesaid planning permission shall be granted the Owners



shall be personally bound in respect of all the covenants on their part specified in the First Schedule hereto

3. In consideration of the covenants contained herein by the Owners the Parish Council hereby AGREE DECLARE AND COVENANT for themselves and their successors in title with the Council and the Owners in respect of the covenants on its part specified in the Second Schedule hereto

4. The expressions "the Council" "the Owners" and "the Parish Council" shall where the context so admits include their respective successors in Title and assigns

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

IN WITNESS whereof the Council has caused its common seal to be hereunto affixed the Owner has executed this document as a Deed and two members of the Parish Council have executed this Deed in pursuance of Section 14(3) of the Local Government Act 1972 the day and year first before written

THE FIRST SCHEDULE referred to

The Owners' Covenants

1. Within four weeks of the issue of the aforesaid planning permission to:-

(a) Complete a Transfer by way of gift to the Parish Council or as the Parish Council may direct of Plot 1 being the southernmost of the nine building plots the subject of the aforesaid planning application (hereinafter referred to as "the Building Plot") TOGETHER WITH but SUBJECT TO all rights to connect to and to use all and any service media laid or to be laid to enable the Development to take place

(b) Complete a Transfer by way of gift of the land shown edged blue on the Plan (hereinafter referred to as "the Recreation Land")

2. Contemporaneously with the Transfer of the Building Plot to complete a Transfer by way of gift to the Parish Council or as the Parish Council may direct of an access way within the Development of a minimum width of 7m with vision splays of 4.5m x 90m in both directions

THE SECOND SCHEDULE referred to

The Parish Council's Covenants

1. On completion of the Transfer of the Building Plot subject

to any necessary consents of the Charity Commissioners to offer for sale the Building Plot at the then current open market value

2. As soon as a willing purchaser has been found to sell the Building Plot subject to any necessary consents of the Charity Commissioners

3. To stand possessed of the net proceeds of sale and to use the same to fund the provision of and on-going expenses of a playing field for the use by the inhabitants of the Parish of Cawston

4. On completion of the sale of the Building Plot and the Transfer of the Recreation Land to take steps as soon as practicably possible to lay out the recreational land to the reasonable satisfaction of the District Council

5. To enter into a covenant in the Transfer of the Recreation Land not to use the land or any part of it for any purpose other than as open space or for recreational purposes only and for the erection thereon of any buildings ancillary to such use

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



Director of Services and Solicitor to the Council

SIGNED as a DEED by the said)
DAVID DENNIS OAKES in the)
presence of:-)

J.M.O. Juntly
As witness

DD Oakes

SIGNED as a DEED by the said)
DONALD GEORGE OAKES in the)
presence of:-)

J.M.O. Juntly
As witness

D.G. Oakes

SIGNED SEALED AND DELIVERED)
by a Member of the Parish)
Council in the presence of:-)

P & Soanes

R.J. Mead.

CLERK TO THE COUNCIL

27 STOCKS LOKE
CAWSTON

NORFOLK, NR 10 4BS

SIGNED SEALED AND DELIVERED)
by a Member of the Parish)
Council in the presence of:-)

J H Wilkin

R.J. Mead.

CLERK TO THE COUNCIL

27 STOCKS LOKE
CAWSTON

NORFOLK, NR 10 4BS.