

DATED 23rd August 2004

THE BROADS AUTHORITY

- and -

MICHAEL JOHN DURRANT

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AGREEMENT

Under Section 106 of the  
Town and Country Planning Act 1990  
relating to land at Meadside Church Loke Coltishall

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Solicitor to the Broads Authority  
Norfolk County Council  
County Hall  
Martineau Lane  
Norwich  
NR1 2DH



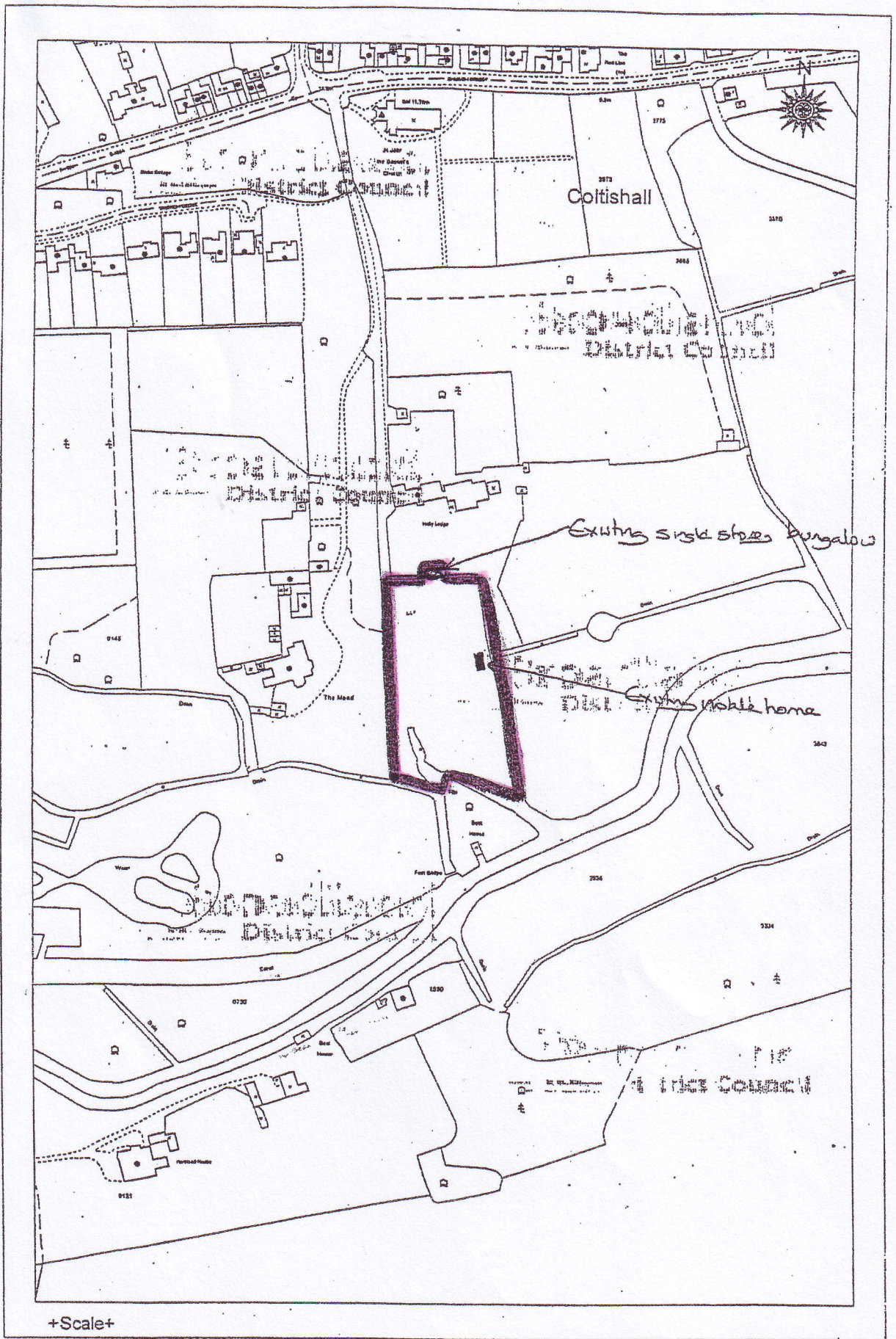
THIS AGREEMENT is made by Deed the 23rd day of August 2004

BETWEEN THE BROADS AUTHORITY (the "Broads Authority") of Thomas Harvey House 18 Colegate Norwich NR3 1BQ(1) and MICHAEL JOHN DURRANT of Meadside Church Loke Coltishall Norfolk NR12 7DN (the "Owner")

AND RECITES:-

- (1) The Owner is the freehold owner of the land shown edged pink on the attached plan ("the Land")
- (2) The Authority is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (the "Act") for the area within which the Land is situated
- (3) The Owner has made application to the Authority (reference 20040183 (the "Application")) in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop the Land by removal of a mobile home and construction of a replacement dwelling (the "Development")
- (4) Subject to completion of this Agreement the Authority has resolved to grant planning permission for the Development pursuant to the application (the "Planning Permission")







- (5) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended) and are enforceable by the Authority

N O W THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act and all other enabling powers
2. The Owner hereby covenants with the Authority with effect from the date of the Planning Permission as follows:-
  - 2.1 Within three months of first occupation of the new dwelling the subject of the Planning Permission for residential purposes ("First Occupation") to cease residential use and occupation of the existing mobile home and bungalow on the Land and shown for the purposes of identification on the Plan
  - 2.2 Within three months of First Occupation to remove the said mobile home from the Land
  - 2.3 Within three months of First Occupation to remove from the said bungalow all facilities for overnight accommodation to the reasonable satisfaction of the Authority and to use the said bungalow only for daytime occupation and as a garden store and not to use the said bungalow as a dwellinghouse nor for overnight accommodation



- 3.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 3.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
- 3.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
- 3.4 Nothing in clauses 3.1 and 3.2 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings
4. Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Agreement if at the time the breach occurs they have no interest in the Land



5. No waiver (whether express or implied) by the Authority of any breach of default by the Owner or his successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Authority from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owners or their successors in title
6. The Owner hereby covenants that he is the freehold owner of the Land and has full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Land other than those notified in writing to the Solicitor to the Authority prior to the date hereof
7. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
8. The expressions "the Authority" and "the Owner" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
9. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement



10. The Owner shall pay the Authority's reasonable legal costs on this Agreement
11. This Agreement shall be registered as a local land charge

I N W I T N E S S whereof the parties hereto have executed and delivered this  
Deed the day and year first before written

THE COMMON SEAL of  
THE BROADS AUTHORITY  
was hereunto affixed  
in the presence of:-



*Kear Wmme*

SOLICITOR TO THE BROADS AUTHORITY

SIGNED A S A DEED  
by the said  
MICHAEL JOHN DURRANT

MODV

*[Signature]*

in the presence of:

Witness Sent

Notary

*[Signature]*  
K.C. HAMMOND

Address

LOWER HOUSE

COLTISEHALL

NR 12 TAR