

DATED 28 August 2002

THE BROADS AUTHORITY

- and -

FREDERICK MICHAEL ROWNTREE

- and -

ELISABETH ROWNTREE

AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at 66 Riverside Brundall

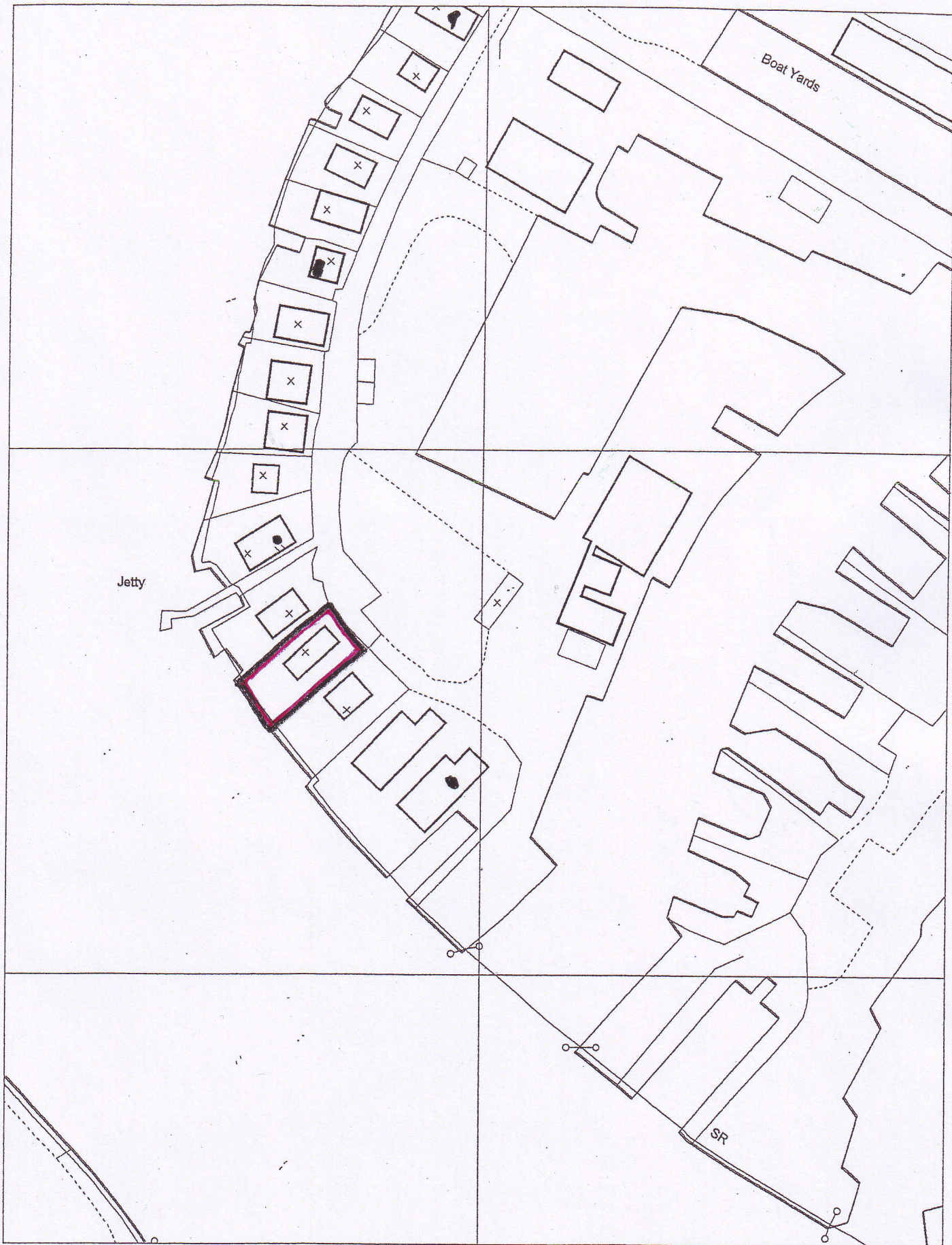
Solicitor to the Broads Authority
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

THIS AGREEMENT is made by Deed the 28 day of August 2002

BETWEEN THE BROADS AUTHORITY (the "Authority") of Thomas Harvey House 18 Colegate Norwich NR3 1BQ(1) and FREDERICK MICHAEL ROWNTREE and ELISABETH ROWNTREE both of 1 Howards Thicket Gerrards Cross Buckinghamshire SL9 7NT (the "Owners") (2)

AND RECITES:-

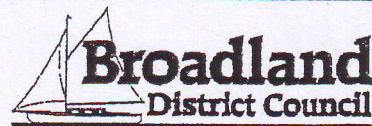
- (1) The Owners are the freehold owners of the land shown edged red on the attached plan ("the Land")
- (2) The Authority is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (the "Act") for the area within which the Land is situated
- (3) On the 3rd November 1990 the Authority and the RG and MA Eaves entered into an agreement relating to the Land (the "First Agreement") and the Authority and the Owners have now agreed for the variation of the terms thereof
- (4) 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



Scale 1:1000

Location Plan for 66

Riverside, Broadland



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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 Owners hereby covenant with the Authority as follows:-
 - 2.1 They will not cause permit or suffer the Land to be used for overnight accommodation between the 5th January and 6th February inclusive in any year
 - 2.2 they will not cause permit or suffer the Land to be occupied by any person for any one period exceeding six weeks in duration and that the period between any two periods of occupation by the same person or persons shall be at least one week
3. The First Agreement shall cease to have effect from the date hereof
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 Owners or their 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 Owners hereby covenant that they are the freehold owners of the Land and have 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 Lane other than those notified in writing to the Solicitor to the Authority prior to the date hereof
7. 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
8. The Owner shall pay the Authorities reasonable legal costs on this Agreement
9. This Agreement shall be registered as a local land charge

IN WITNESS 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:-



Keith Wm

SOLICITOR TO THE BROADS AUTHORITY

SIGNED AS A DEED by the said
FREDERICK MICHAEL ROWNTREE

F. Rowntree

in the presence of:

F. Rowntree

address: 3 HOME PASTURES, HAFIELD HEATH,
NR BISHOP'S STORTFORD, HERTS, CM 22 7ES

SIGNED AS A DEED by the said
ELISABETH ROWNTREE

Elisabeth Rowntree

in the presence of:

J. A. Butler
J. A. BUTLER
address:

FELTRIM
GERARDS CROSS RD
STOKE POGES
BUCKS SL2 4ET.