

DATED 27<sup>th</sup> July 2005

THE BROADS AUTHORITY

-and-

DAVID FLETCHER

-and-

ANDREW ROBIN GODBER

-and-

GENEVIEVE GODBER

-and-

LLOYDS TSB BANK PLC

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### AGREEMENT

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

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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 27<sup>th</sup> day of July 2005  
BETWEEN THE BROADS AUTHORITY of Thomas Harvey House  
18 Colegate Norwich NR3 1BQ (the "Broads Authority") (1) and DAVID FLETCHER  
of Wrentham House 86 Southwold Road Wrentham Suffolk NR34 7JF (2) and  
ANDREW ROBIN GODBER and GENEVIEVE GODBER both of Folly Barn Folly  
Lane Claxton Norfolk NR14 7AX (3) (together called the "Owners") and LLOYDS  
TSB BANK PLC of Department Number 9617 Aylesbury Securities Centre  
P O Box 150 Kings Court Aylesbury Bucks HP201TE (the "Mortgagee") (4)

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) The Mortgagee is the proprietor of a charge over the land dated 15 November 1999
- (3) The Owners have made application to the Authority (reference 20041467) (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 enlarging the mooring basin and providing six finger moorings (the "Development")

- (4) Subject to completion of this Agreement the Authority have 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 Owners hereby covenant with the Authority with effect from the commencement of the Development within the meaning of section 56 of the Act as follows:-
  - 2.1 That there shall be no works or facilities within the Land which would enable the mooring of more than 20 boats at any one time
  - 2.2 That upon completion of the Development the Owners will remove any works or facilities (other than the works carried out pursuant to the Planning Permission) reasonably required by the Authority to secure compliance with clause 2.1



3. The Mortgagee consents to this Agreement so that its interest in the Land shall be bound but shall not be liable for any breach unless it shall cause that breach or enter into the Land as mortgagee in possession.
- 4.1 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
- 4.2 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
- 4.3 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
- 4.4 Nothing in this clause 4 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings
5. 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



6. 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
7. 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 other than the charge dated 1<sup>st</sup> November 1999 or other encumbrances and that there is no person having any interest in the Land other than the parties to this agreement and those notified in writing to the Solicitor to the Authority prior to the date hereof
8. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
9. The expressions "the Authority" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
10. 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



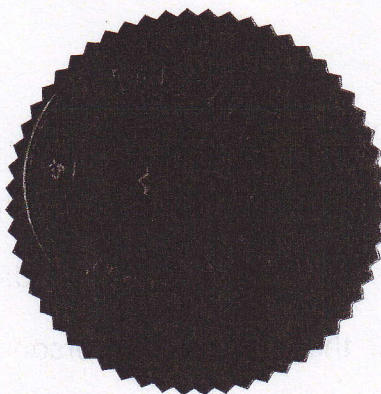
11. The Owners shall pay the Authority's reasonable legal costs on this Agreement

12. 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:-



*Ker Anne*

SOLICITOR TO THE BROADS AUTHORITY


SIGNED AS A DEED  
by the said  
DAVID FLETCHER  
the presence of:-

*David Fletcher*

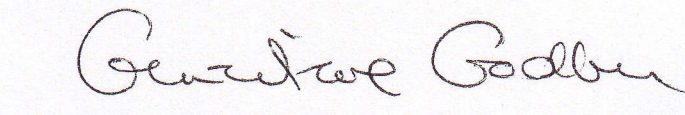

*Quintin Colls*  
*Miss Rowe*  
*181 Jones Court*  
*Norwich*  
*Senates*



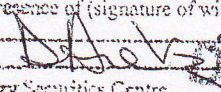
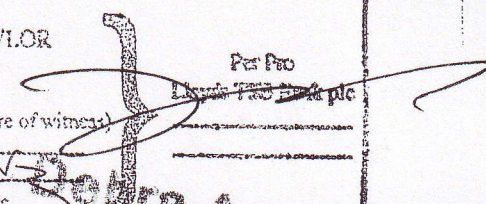
SIGNED AS A DEED  
by the said  
ANDREW ROBIN GODBER  
the presence of:-


  
K. J. PEACHMENT (DIRECTOR)  
Gannemara  
Wotton Green  
Reedham  
Norwich  
NR13 3HH

SIGNED AS A DEED  
by the said  
GENEVIEVE GODBER  
the presence of:-

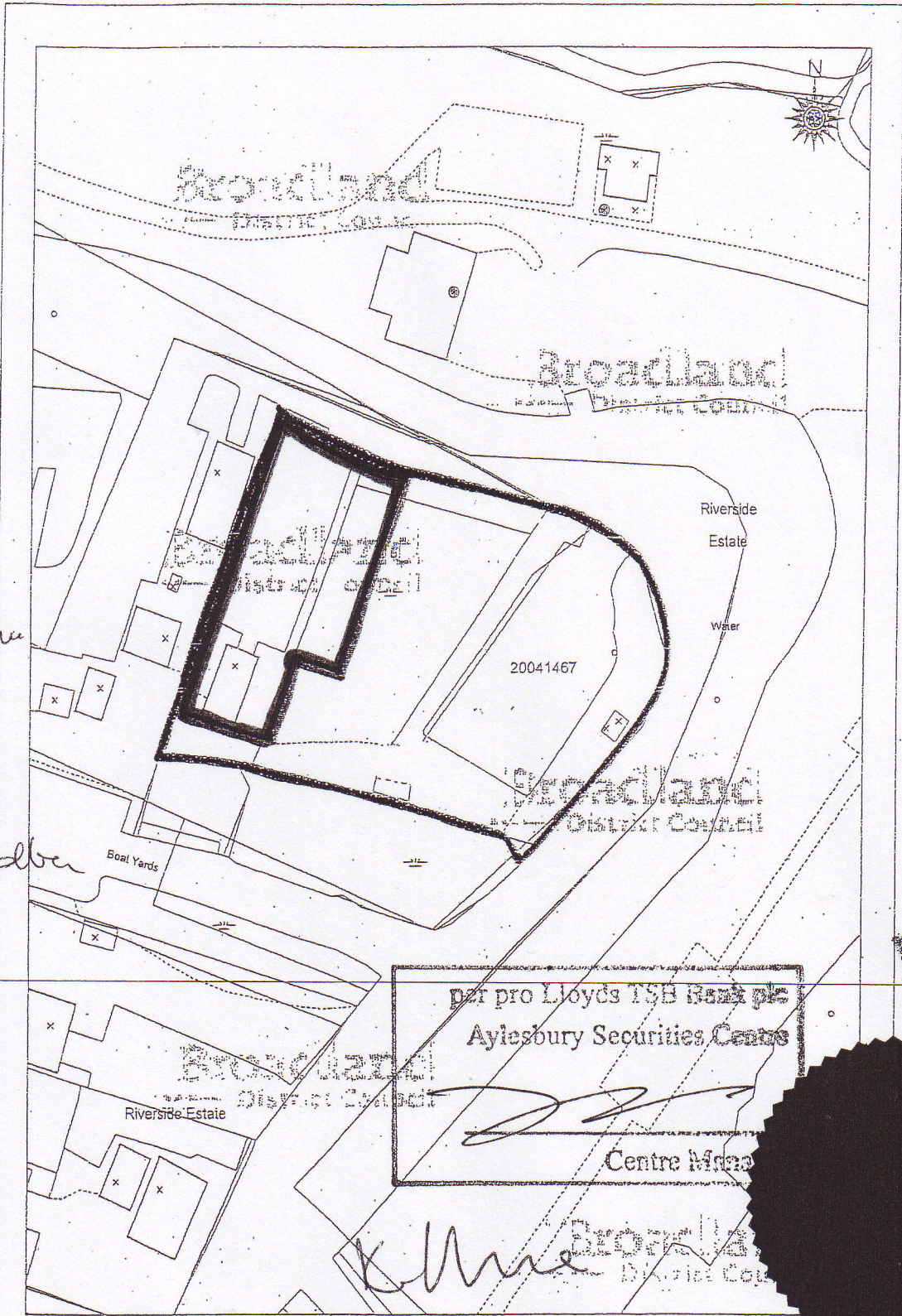
  
  
K. J. PEACHMENT  
AS ABOVE

THE COMMON SEAL of  
LLOYDS TSB BANK PLC  
was hereunto affixed  
in the presence of:-

SIGNED AS A DEED	
BY DAVID JOHN LAWLOR	
as authorized signatory for	
Lloyds TSB Bank plc	
in the presence of (signature of witness)	
	
Aylesbury Securities Centre	

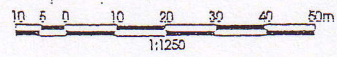
  
Per Fax  
Lloyds TSB Bank plc  
Sandra Arnold



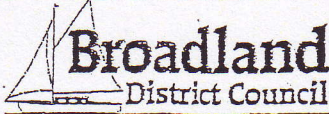


Sketch  
Sentinel Garden  
ARW

par pro Lloyds TSB Bank plc  
Aylesbury Securities Centre  
Centre Manager



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