

THIS CONVEYANCE is made the *First* day of *October* One Thousand Nine Hundred and Ninety-Three B E T W E E N BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of Norfolk (hereinafter called "the Council") of the one part and WHERRY HOUSING ASSOCIATION LIMITED of Wherry House 300 St. Faiths Road Old Catton Norfolk (hereinafter called "the Association") of the other part

WHEREAS:-

(1) By virtue of the Local Government Act 1972 the English Non-Metropolitan Districts (Definition) Order 1972, the English Non-Metropolitan Districts (Names) Order 1973 and the Local Authorities (England) (Property etc.) Order 1973 the estate and interest of the St. Faiths & Aylsham Rural District Council in the land vested in Broadland District Council

(2) The Council is seised of the property hereinafter described for an estate in fee simple subject as hereinafter mentioned but otherwise free from incumbrances

(3) Pursuant to General Consent 93.1 under Section 25 of the Local Government Act 1988 (Disposal of Land to Registered Housing Associations) the Council has agreed in consideration of the covenants hereinafter contained to convey the property hereinafter described to the Association for a like estate

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the covenants hereinafter contained the Council as Beneficial Owner in exercise of its statutory powers and all other power it enabling hereby conveys unto the Association ALL THAT piece or parcel of freehold land situate at Wathen Way Marsham in the County of Norfolk shown for

identification purposes only on the annexed plan ("the plan") and thereon edged red ("the land") TO HOLD the same unto the Association TOGETHER WITH the rights and easements set forth in Schedule A hereto AND TOGETHER WITH the benefit of the covenants and restrictions contained in the following

Conveyances:-

13th September 1973	1. St. Faiths & Aylsham RDC 2. Richard Arthur Seaman
11th December 1973	1. St. Faiths & Aylsham RDC 2. David John Crane
6th May 1975	1. The Council 2. Michael John Baxter
21st May 1975	1. The Council 2. Terence Keith Davey
9th October 1975	1. The Council 2. Michael Charles Black and Rosemary Ann Williams
22nd October 1975	1. The Council 2. Graham John Dawson
23rd February 1976	1. The Council 2. David John Marshall
24th May 1976	1. The Council 2. Roger James Gibson and Margaret Gibson
5th July 1976	1. The Council 2. Leslie John Wright and Leonard William Wright
15th June 1977	1. The Council 2. Barry Russell Bradford and Brenda Lily Bradford
25th May 1977	1. The Council 2. Roger John Baiber and Shirley Mary Funnell
20th June 1977	1. The Council 2. Michael John Bell
17th August 1977	1. The Council 2. Graham Arthur Morgan and Audrey Morgan
	2.

14th September 1977	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Richard Leonard Robert Rout and Pamela Ann Rout</li> </ul>
19th October 1977	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Timothy Howard Bishop and Mary Carolyn Webb</li> </ul>
15th November 1977	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Charles Leonard Hider and Emily Mildred Hider</li> </ul>
16th November 1977	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Robert Victor Simpson</li> </ul>
21st February 1978	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Raymond Oliver and Michael Kenneth Neale</li> </ul>
27th February 1978	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Leslie John Wright and Leonard William Wright</li> </ul>
6th March 1978	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Ivan Peter Catton and Susan Ann Catton</li> </ul>
29th March 1978	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Geoffrey Newton Crane</li> </ul>
14th September 1978	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Graham Arthur Morgan and Audrey Morgan</li> </ul>
16th March 1979	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Michael Sean McCann and Hilary McCann</li> </ul>
30th March 1979	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Raymond Oliver and Betty Oliver</li> </ul>
29th June 1979	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Terence Keith Davey and Jennifer Evelyn Davey</li> </ul>
8th August 1979	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Graham John Dawson</li> </ul>
4th October 1979	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Alan Robert Bunn and Roger John Barber</li> </ul>
19th November 1982	<ul style="list-style-type: none"> <li>1. The Council</li> <li>2. Mr. &amp; Mrs.D.J.Marshall</li> <li>3.</li> </ul>

10th December 1982

1. The Council
2. Edward F. Bamber

6th December

1. The Council
2. Leslie R.A. Johnson

SUBJECT TO AND WITH THE BENEFIT OF the covenants rights and easements contained in (a) Wayleave Consents in favour of Eastern Electricity Board dated twenty-fifth October One Thousand Nine Hundred and Sixty-Eight and undated One Thousand Nine Hundred and Seventy-Three and undated One Thousand Nine Hundred and Eighty-One; (b) a Conveyance dated the Thirteenth day of April One Thousand Nine Hundred and Seventy-Three made between the Council (1) and The Eastern Electricity Board (2) and (c) a Deed of Grant dated the Nineteenth day of March One Thousand Nine Hundred and Seventy-Nine made between Richard David Price and Brenda Elizabeth Price (1) Woolwich Equitable Building Society (2) and the Council (3) EXCEPT AND RESERVED unto the Council and its successors in title its servants agents licensees contractors or owners and occupiers for the time being of any land now or formerly comprised within a Conveyance dated the Fourth day of July One Thousand Nine Hundred and Sixty-Four made between William Warner Cook (1) Barclays Bank Limited (2) and the Council (3) the rights set forth in Schedule B hereto

2. THE Association hereby covenants with the Council pursuant to Section 106 of the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991 as follows:-

- (i) to carry out the development approved in planning permission 93.0375;

- (ii) to erect between points A and B on the plan a 1.5 m. high close-boarded fence;
- (iii) prior to the occupation of any dwelling on the land:-
  - (a) to pay to the Council or as the Council may direct the sum of Four Thousand and Sixty Eight Pounds in lieu of making provision of new play facilities on the land; and
  - (b) to pay to the Council or as the Council may direct the associated commuted maintenance costs in respect of such facilities amounting to Three Thousand Four Hundred and Fifty-Four Pounds Fifty-Eight Pence calculated by the proper officer of the Council to provide an equivalent of £12.30p per child bedspace in accordance with the number of child bedspaces calculated by the Association in their tender document for the development multiplied by ten years;
- (iv) If the Association shall acquire an estate or interest in the whole or any part of the land edged blue on the plan ("the retained land") then prior to the occupation of any dwelling constructed on the retained land the Association shall pay to the Council or as the Council may direct:-
  - (a) a sum for the provision of new play facilities or the improvement of existing facilities (hereinafter referred to as "provision sum");

(b) the associated maintenance costs in respect of such facilities for ten years (hereinafter referred to as "maintenance sum");

(c) an inflation allowance;

all such sums to be calculated in accordance with Schedule C hereto (hereinafter together called "the playspace sum") PROVIDED ALWAYS that if the Association shall acquire an estate or interest in part only of the retained land this sub-clause shall take effect pro rata

(v) The Association shall within twelve weeks of the completion of the development on the Land construct a new footpath on that part of the Land coloured yellow on the plan and thereafter dedicate such footpath to the Highway Authority to be used as a public footpath Unless the Council after consulting with the appropriate Parish Council and the Ramblers' Association but prior to the Association commencing work on the footpath shall notify the Association that the route of the footpath is unacceptable in such circumstances and on the basis the Council has acted reasonably:

The Association shall in substitution and as an alternative to the obligation set out above within twelve weeks of receiving such notification commence and thereafter lay out with rolled hoggins a footpath on such part of the Land for identification purposes

coloured brown on the plan and when the laying out of the footpath is complete the Association shall grant public rights of way on foot only over such footpath

3. FOR the purposes of clauses 4 5 and 6 the following expressions shall have the meanings specified in this clause:-

"development" has the meaning ascribed to it by Section 55(1) of the Town and Country Planning Act 1990;

"dwelling-house" and "house" have the meanings ascribed to them by Section 183 and 184 of the Housing Act 1985;

"exempt disposal" has the meaning ascribed to it by Section 160 of the Housing Act 1985 and also includes a grant of a sub-tenancy -

(a) in respect of which notice has been given under Section 20(1)(c) of the Housing Act 1988 (notice that a tenancy is to be an assured shorthold tenancy); or

(b) in respect of which notice has been given under Ground 1 in Schedule 2 to the Housing Act 1988 (notice that possession might be recovered) where at some time before the commencement of the sub-tenancy the tenant under the shared ownership lease, or in the case of joint tenants, at least one of them, occupied the dwelling-house as his only or principal home; or

(c) which is a tenancy of a kind mentioned in any of paragraphs 2, 3, 8, 9 and 10 of Schedule 1 and Ground 4 in Schedule 2 to the Housing Act 1988

"financial year" means the year ending on 31st March;  
"hostel" has the meaning ascribed to it by Section 622 of the Housing Act 1985;

"housing accommodation" has the meaning ascribed to it by Section 56 of the Housing Act 1985;

"lease for the elderly" means a lease which complies with the conditions in paragraph 4 of Schedule 4A to the Leasehold Reform Act 1967 and the requirements further prescribed by regulations under that Schedule;

"market value" means the amount which the interest of the tenant in the dwelling-house would realise if sold on the open market with vacant possession by a willing vendor on the assumption that the tenant had previously purchased 100 per cent of the shares in the dwelling-house, disregarding the following matters -

- (a) any mortgage of the tenant's interest; and
- (b) any interest in or right over the dwelling-house created by the tenant; and
- (c) any improvement made by the tenant or any of his predecessors in title; and
- (d) any failure by the tenant or any predecessor in title to carry out any repairing obligations under the lease;

"shared ownership lease" means a lease that satisfies the following requirements -

- (a) it is granted for a term of 99 years or more; and
- (b) it is granted at a premium which is not less than 25 per cent or more than 75 per cent of the market



- value of the dwelling-house; and
- (c) subject to paragraphs (f), (g) and (h) below, it entitles the tenant to acquire additional shares in the dwelling-house, but it may postpone the exercise of the tenant's right to acquire additional shares during the period of 12 months commencing on the date of the grant of the lease or until the tenant wishing to exercise the right has held the lease for three months or both; and
  - (d) it provides that the price of any such additional share shall be the same percentage of the market value of the dwelling-house as the percentage of the additional share; and
  - (e) if the lease enables the landlord to require payment for the outstanding shares in the dwelling-house, the circumstances in which the landlord is entitled to do so shall be that
    - (i) there has been a disposal, other than an exempt disposal, of any interest in the dwelling-house by the tenant; and
    - (ii) the amount payable by the tenant to acquire the outstanding shares is an amount no greater than the same percentage of the market value of the dwelling-house as the percentage of the outstanding shares; and
  - (f) if the dwelling-house is in a locality with a population at the time of the disposal of the land

of 3,000 or more -

- (i) it entitles the tenant to acquire additional shares up to 100%; and
  - (ii) where the dwelling-house is a house and the landlord owns the freehold, it provides that the tenant shall be entitled, on his acquiring a total share of 100 per cent, to require the freehold to be conveyed either to himself or to such other person as he may direct; and
  - (iii) it does not restrict the right of a tenant who has acquired a total share of 100 per cent to sell his interest in the dwelling-house on the open market; and
  - (iv) it is not terminable by the landlord except in pursuance of a provision for re-entry or forfeiture; and
- (g) if the dwelling-house is in a locality with a population at the time of the disposal of the land of less than 3,000 -
- (i) it may set a maximum percentage of shares, which may be acquired by the tenant, which shall be not less than 80%; and
  - (ii) it may reserve a right preventing the tenant from assigning the lease unless he first offers to surrender or assign the lease to the landlord; and
- (h) if the dwelling-house is let on a lease for the

elderly, it may set a maximum percentage of shares which may be acquired by the tenant which shall be not less than 75%;

4. THE Association hereby further covenants pursuant to the conditions contained in General Consent 93.1 as follows:-

- (1) if the development of housing accommodation on the land is not completed within three years of today's date (or such other date as may be agreed by the Council) to convey the same or such part thereof as remains undeveloped back to the Council free of charge
- (2) that any housing accommodation to be provided on the land will be:-
  - (a) let on a periodic tenancy; or
  - (b) let on a shared ownership lease; or
  - (c) let on a lease for the elderly; or
  - (d) a hostel; or
  - (e) occupied mainly or wholly by persons who, on account of mental illness or mental handicap, are receiving supervision or guidance from a local social services authority

5. THE Council pursuant to General Consent 93.1 hereby certifies that the aggregate value of the financial assistance or gratuitous benefit provided to the Association in the current financial year does not exceed Five Million Pounds

6. IT IS HEREBY AGREED AND DECLARED that no part of the land is specified in a current application under Section 96 of the Housing Act 1988

7. THE Association (with the object of affording to the Council a full indemnity but not further or otherwise) hereby covenants with the Council that the Association and the persons deriving title under it will at all times hereafter perform and observe the covenant contained in the said Conveyance dated the Thirteenth day of April One Thousand Nine Hundred and Seventy-Three and keep the Council and its estate and effects indemnified against all actions costs claims demands and liabilities in respect thereof

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Sixty Thousand Pounds (£60,000)

9. THE Council hereby acknowledges the right of the Association to the production of the documents specified in Schedule D hereto and to delivery of copies thereof and undertakes with the Association for the safe custody of the said documents

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

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

#### SCHEDULE A

#### Rights Granted

1. The full right of subjacent and lateral support from the retained land

2. The right to enter upon the retained land with or without workmen materials and appliances for the purpose of repairing and or maintaining the land and also to construct or lay on over or under the same Service Conduits to serve the land either alone or jointly or in common with the retained land (the person exercising such right making good forthwith any damage caused thereby)
3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the land through and along all sewers mains pipes drains wires cables conduits and other conducting media and all apparatus appertaining thereto (hereinafter referred to as "the Service Conduits") which are now or may hereafter be through under or over the retained land (insofar as the same serve the land or any part thereof) jointly or in common with the Council and all other person or persons who are now or may hereafter be entitled to connect with or use the same or any of them the Association or its successors in title bearing paying and contributing together with such other persons a fair proportion according to the extent to which their respective properties are served thereby of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits together with a right of entry (in case of necessity) on to the retained land (provided the same is in the Council's ownership) for the purpose of inspecting repairing

maintaining renewing altering adjusting and cleansing such Service Conduits (the Association or its successors in title making good forthwith at its his or their own expense any damage occasioned by such entry PROVIDED ALWAYS this will include making further connections and laying new drains or sewers necessary for any increased flow from time to time

4. The right to the unimpeded access and enjoyment of light and air to any buildings to be erected upon the land
5. To have access at reasonable times in the daytime on such part of the retained Land as is reasonably necessary to carry out maintenance repair renewal and replacement of any fencing erected along the boundary line between the Land and the retained Land

#### SCHEDULE B

##### Exceptions and Reservations

1. The full right of subjacent and lateral support from the land for the benefit of the retained land
2. The right to enter upon the land with or without workmen materials and appliances for the purpose of repairing and/ or maintaining the retained land so far as reasonably necessary and also to construct or lay on over or under the same Service Conduits to serve the retained land Provided That before exercising such right the route of such service conduit shall have to be approved in writing by the Association (such consent not to be unreasonably withheld or delayed) either alone or jointly or in common with the land (the person exercising such

right making good forthwith any damage caused thereby) on a full re-instatement basis

3. The free and uninterrupted right to the passage and running of water soil gas electricity or other piped fuel telephone television and any other services to and from the retained land through and along the Service Conduits which are now or may within a period of 80 years from the date hereof (hereinafter called "the perpetuity period") be laid on over or under the land either alone or in common or jointly as aforesaid (the Council or other persons as aforesaid bearing paying and contributing together with the Association or its successors in title a fair proportion of the cost of inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits according to the extent to which their respective properties are served thereby
4. The right from time to time to enter upon the land with or without workmen materials and appliances within the perpetuity period for the purpose of connecting to inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits Provided That before exercising such rights the Council shall first obtain the written consent of the Association to the exercise of such right (such consent not to be unreasonably withheld or delayed) (the Council or other person or persons as aforesaid making good forthwith at their own expense any damage occasioned by such entry) PROVIDED ALWAYS this will include making further

- connections and laying new drains or sewers necessary for any increased flow from time to time
5. The right at all times and for all reasonable purposes connected with the use and enjoyment of any part of the retained land in common with the Association or its successors in title to pass and repass with or without vehicles over and along all roads footways and accessways forming part of the land which serve the Council's retained land (the Council or other persons as aforesaid bearing paying and contributing together with the Association or its successors in title a fair proportion according to the extent to which they use such right of the cost of repairing and maintaining the said roads footways and accessways)
  6. The right to deal with any of the retained land in the Council's ownership in any manner whatsoever
  7. The right to the unimpeded access and enjoyment of light and air to all the windows in any buildings to be erected upon the retained land

#### SCHEDULE C

##### Provision Sum

As at 5th April 1993 the sum of £120.90p per child bedspace. Child bedspaces to be calculated not in accordance with the Council's Policy for Children's Play but on the basis of housing needs for the homeless. Such payment to be not less than the sum of Two Thousand and Thirty-Four Pounds

##### Maintenance Sum

A sum to be calculated by the proper officer of the Council to



provide an equivalent of £12.30p per annum as at 5th April 1993 per child bedspace multiplied by 10 years

Inflation Allowance

(a) By way of additional Provision Sum a sum bearing the same proportion to the Provision Sum as shall be borne by any increase in the Index of Retail Prices during the month of payment of the Play Space Sum to the figure shown therein for the month of April 1993

(b) By way of additional Maintenance Sum a sum bearing the same proportion to the Maintenance Sum as shall be borne by any increase in the Index of Retail Prices during the month and year of payment of the Play Space Sum to the figure shown therein for the month of April 1993

PROVIDED THAT

(i) In this Planning Obligation Index of Retail Prices shall mean the Index of Retail Prices published by H.M. Stationery Office or any official publications substituted therefor

(ii) In the event of any change after the date hereof in the reference base used to compile the said Index the figure taken to be shown in the said Index after such change shall be the figure which would have been shown in the said Index if the reference base current at the date of execution hereof had been retained

(iii) In the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the said Index or for any other reason whatsoever to calculate the Inflation Allowance by reference to the said

Index or if any dispute or question whatsoever shall arise between the parties hereto with respect to the amount of the Inflation Allowance or with respect to the construction or effect of this clause the determination of the Inflation Allowance or other matter in difference shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine on such dates as he shall deem apposite what would have been the increase in the said Index had it continued on the basis and given the information assumed to be available for the operation of this clause

#### SCHEDULE D

<u>Date</u>	<u>Document</u>	<u>Parties</u>
3.6.36	Consent to the Erection of an Overhead Electric Line	In favour of the Corporation of Norwich
4.7.64	Conveyance	1. Dr.W.W.Cook & Another 2. St. Faiths & Aylsham RDC
25.10.68	Wayleave Consent	In favour of Eastern Electricity Board
1973	Wayleave Consent	In favour of Eastern Electricity
19.3.79	Deed of Grant	1. Mr. & Mrs.R.D.Price 2. Woolwich Equitable Building Society 3. Broadland District Council

1981

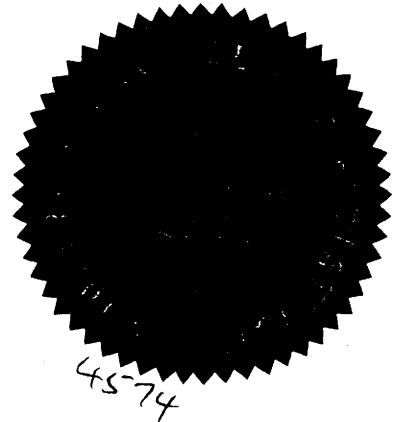
Wayleave Consent

In favour of Eastern  
Electricity

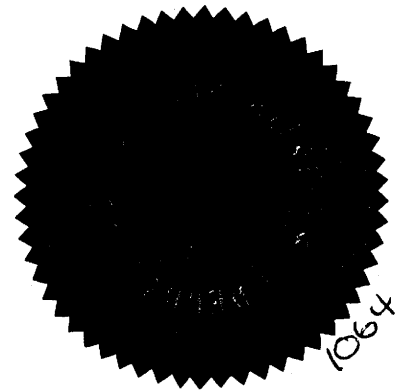
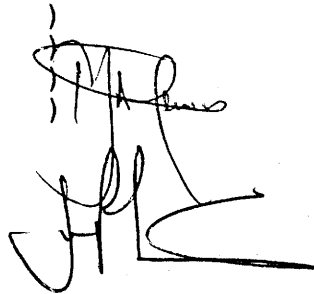
THE COMMON SEAL of BROADLAND )  
DISTRICT COUNCIL was hereunto )  
affixed in the presence of:- )



Assistant Chief Executive and  
Solicitor to the Council



THE COMMON SEAL of WHERRY  
HOUSING ASSOCIATION LIMITED  
was hereunto affixed in the  
presence of:-

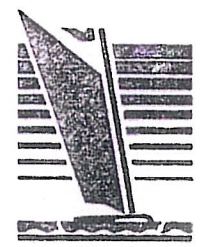


BROADLAND  
DISTRICT COUNCIL  
- 7 MAY 1993  
93.0375 AP  
DEVELOPMENT & PLANNING

NOTES:

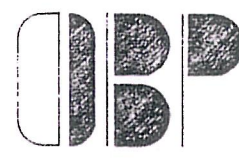
# AMENDED PLAN

C	05.05.93	Future phase 2 footpath added, re-issued to Planning
B	30.04.93	Access road and footpath revised
A	02.04.93	Issued to Planners
No.	date	item
REVISIONS:		



Wherry House  
300 St. Faiths Rd  
Old Catton Norwich  
  
Tel: (0603) 787822  
fax: (0603) 787844

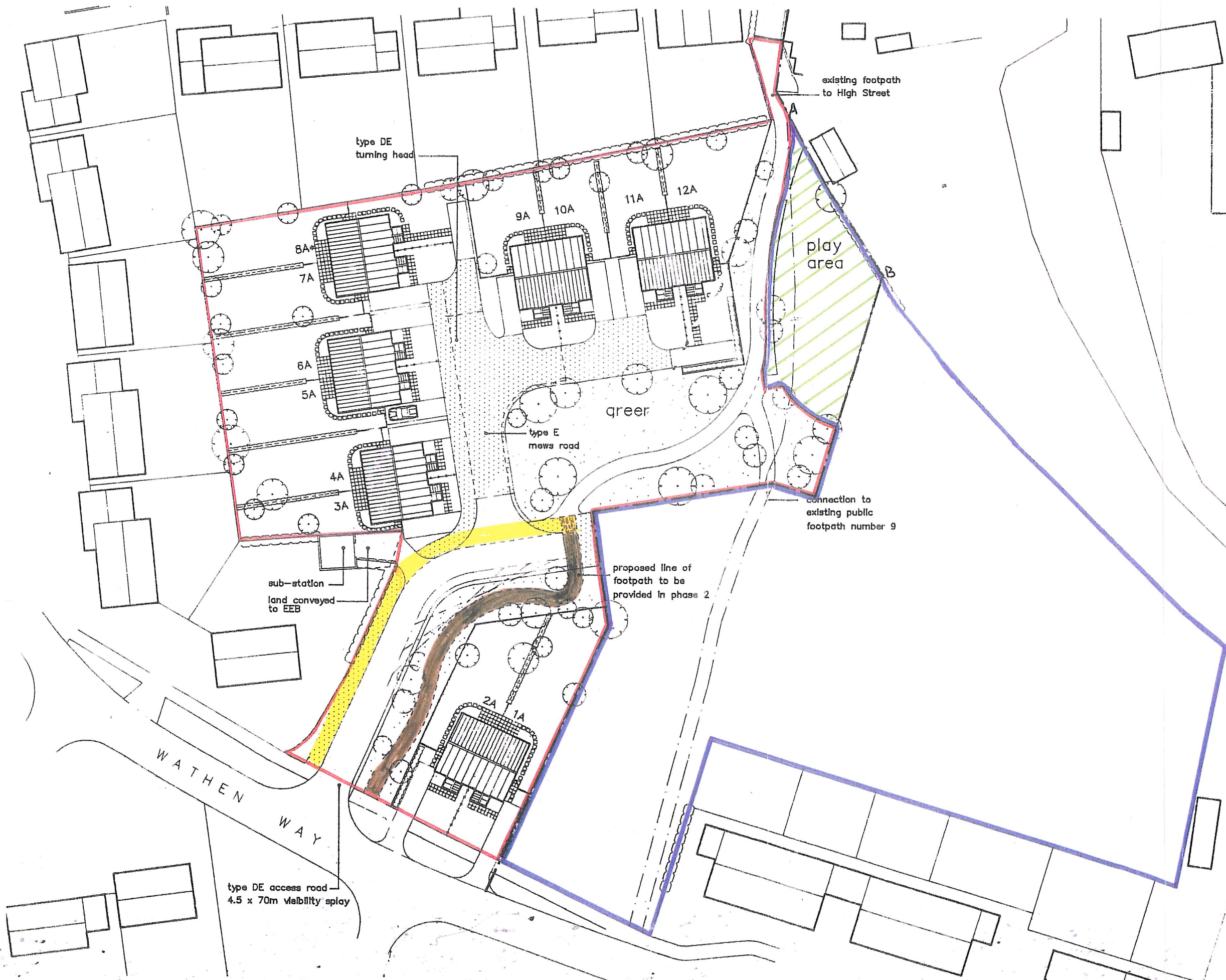
WHERRY HOUSING ASSOCIATION LIMITED



5 The Old Church  
St Matthews Road  
Norwich, NR1 1SP  
fax: 0603 630339  
Tel: 0603 666847

ohrvik boon partnership  
chartered architects RIBA

project:		
HOUSING DEVELOPMENT WATHEN WAY, MARSHAM		
drawing title:		
SITE PLAN PHASE 1		
Job No.	Dwg. No.	Rev.
195	L (00) 04	C
scale: 1:500		date: 26.03.93



DATED 1<sup>st</sup> October 1993

BROADLAND DISTRICT COUNCIL

to

WHERRY HOUSING ASSOCIATION  
LIMITED

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CONVEYANCE

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of freehold land situate at  
Wathen Way, Marsham, in the  
County of Norfolk

B.A.Yates,  
Assistant Chief Executive and  
Solicitor to the Council,  
Broadland District Council,  
Thorpe Lodge, Yarmouth Road,  
Thorpe St. Andrew,  
Norwich, NR7 ODU.

A:CONVWHER.DEL