

27 Oct 2008

(Law Soc. "A" exchange 3.45 pm J. Siddall / S. Welch)

THIS AGREEMENT is made 6th day of May 2005

BETWEEN

(1) PETER GILBERT SOWERBY of Harmston Hall Harmston Lincoln ("Mr Sowerby")

and

(2) NOCTON PARK MANAGEMENT LIMITED (Company Registration Number 2335481) of 343 High Street Lincoln LN5 7DQ ("NPML") (2)

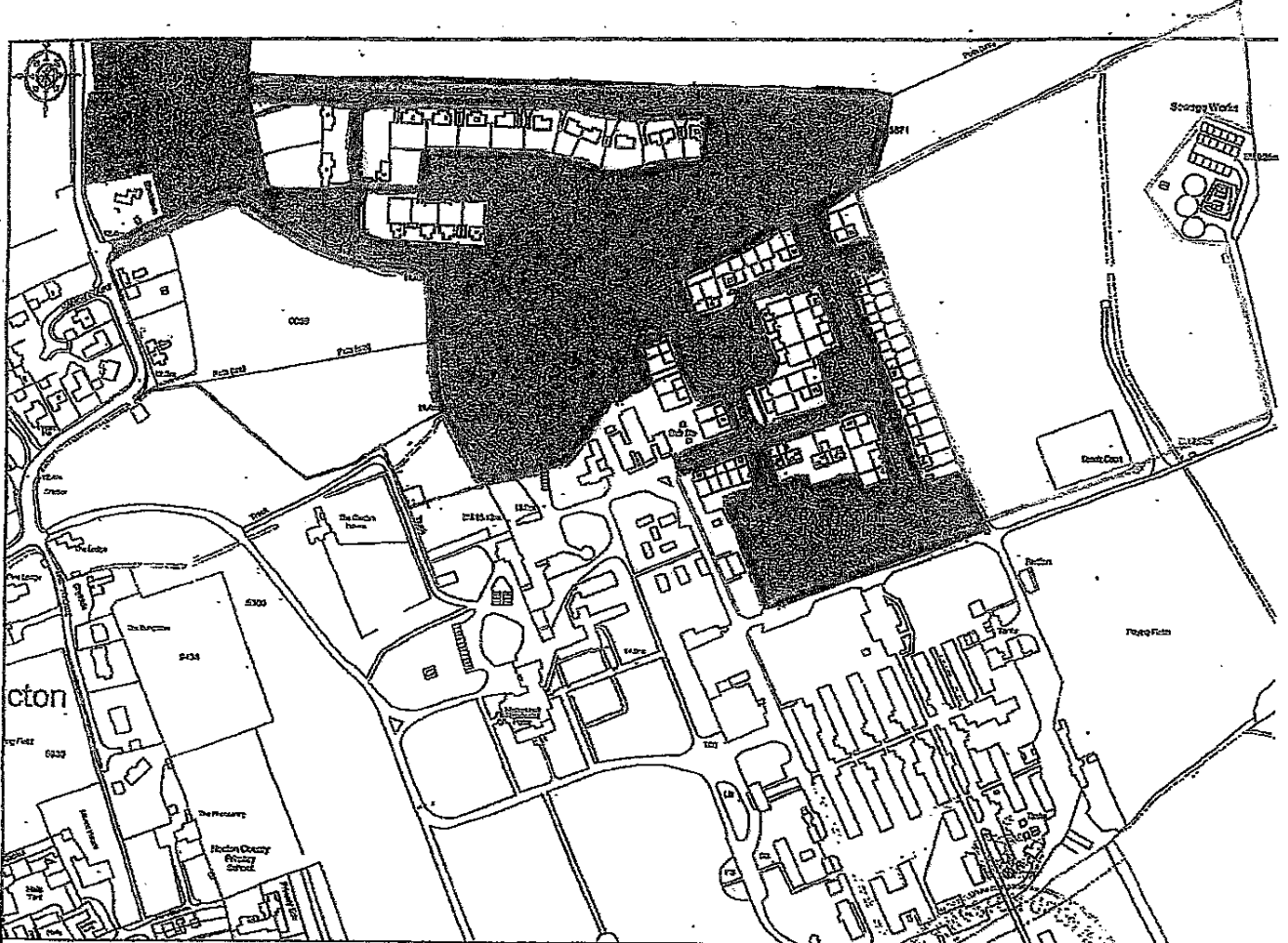
WHEREAS :-

(A) Mr Sowerby is the freehold owner of the development land at Nocton Park edged red on the plan annexed hereto and registered under title numbers LL209389 and LL226465 which said land formed part of former RAF Nocton ("the Site")

(B) NPML is the freehold owner of amenity land at Nocton Park edged green on the plan annexed hereto and registered under title number LL143079 ("the Amenity Land")

(C) Mr Sowerby proposes to erect dwellinghouses on the Site in accordance with an Approval of Reserved Matter N/42/0693/02 dated 16th July 2003 and an Approval of Reserved Matters ^{Sub-Served to the same} ~~dated~~ ^{to the same} ("the New Dwellings")






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- (D) It is intended that the owners and/or occupiers of the New Dwellings will use the Amenity Land (but not be members of or shareholders in NPML)
- (E) The parties have agreed the following terms with regard to the development of the Site

IT IS AGREED :-

1. Mr Sowerby will procure that on the completion of the sale of each New Dwelling the transfer TP1 will be substantially in the form annexed to this Agreement ("the Transfer TP1") (and shall be engrossed and executed in triplicate one part of which shall be delivered to NPML on completion of each sale) and shall include in particular provisions to the effect that :-
 - 1.1 the transferee shall be entitled to use the Amenity Land subject to the observance of the NPML regulations from time to time in force
 - 1.2 the transferee shall be obliged to pay a service charge to NPML of £100 (plus VAT if applicable and duly invoiced) ^{subject to} increase linked to RPI such increase not to come into force until 1st January 2005 (the covenant in such respect to be enforceable against the transferees successors in title by way of a Deed of Covenant with NPML with a suitable Restriction on the title to the New Dwellings)
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- 1.3 the transferee shall be obliged to register any disposal of the New Dwelling with NPML and to pay a reasonable registration fee

 2. Mr Sowerby at his own expense will undertake in a good and workmanlike manner using suitable plant equipment and materials to the reasonable satisfaction of NPML :-
 - 2.1 regular grass cutting on the Site and the Amenity Land from the commencement of construction on the Site until all construction works to the New Dwellings and to the roads footpaths verges drains services and other infrastructure on the site have been fully completed

 - 2.2 within 2 years of the commencement of the construction on the Site the resurfacing re-lining re-posting and re-netting (both around the perimeter and on court) of the tennis court of the Amenity Land

 - 2.3 maintain in a clean tidy and sightly condition any such parts of the Site which may from time to time remain undeveloped and/or be retained in the ownership of Mr Sowerby

 - 2.4 as soon as reasonably practicable repair any damage caused by Mr Sowerby or by any contractor employee or licensee of Mr Sowerby in the development of the New Dwellings (or any other development or construction works) on the Site at any time to the roads footpaths
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verges drains services and other infrastructure on the Site in respect of which NPML may be under any obligation to maintain in good repair

3. In respect of foul and surface water drainage ("the Drains") :-

3.1 Mr Sowerby will at his own expense in a good and workmanlike manner and in accordance with all appropriate current requirements and regulations of the relevant competent authority :-

3.1.1 renew the Main Drains across the new development area of the Site

3.1.2 connect to such new Drains the Dwellings which are owned and/or occupied by NPML shareholders where any existing connections are disturbed in any way by Mr Sowerby's development of the Site and/or the adoption of any road on the Site

3.1.3 use all reasonable endeavours to procure that such new Drains will be adopted by Anglian Water Services Limited (or such other appropriate utility company) as soon as practicable

3.2 NPML will grant to Mr Sowerby (if he so requires) the right to lay new Drains within the Amenity Land to the rear of Wegberg Road and

NPML agrees that it will enter into a Deed of Easement in this respect if Mr Sowerby so requires (but at the expense of Mr Sowerby)

- 3.3 Mr Sowerby will facilitate the connection to any New Drains on the Site by the owners and/or occupiers of any dwelling owned and/or occupied by an NPML shareholder at their own expense
4. On the date of this Agreement Mr Sowerby will make a capital contribution of £15,000.00 to NPML
5. On completion of the development on the Site Mr Sowerby will transfer to NPML at nil consideration such parcels of remaining undeveloped land forming part of the Site but not transferred by Mr Sowerby to any individual property owner or utility company as are not required by Mr Sowerby PROVIDED THAT such parcels shall include in particular the unadopted roads footpaths verges (and islands) drains services and other infrastructure on the Site (except Hinaidi Lane (and any other road footpath verge or drain which does not serve any dwelling owned and/or occupied by an NPML shareholder) the ownership of which Mr Sowerby will transfer with the New Dwellings which front/use the same)
6. Mr Sowerby will pay the Service Charge and will procure compliance with the rights exceptions agreements declarations covenants and all other matters contained in the Transfer TP1 in respect of any New Dwelling which is occupied but is retained in the ownership of Mr Sowerby
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7. For the avoidance of doubt neither the buyers of the New Dwellings on the Site from Mr Sowerby nor their successors in title will be entitled in any event to become members of or shareholders in NPML

SIGNED as a deed by **PETER GILBERT**)
SOWERBY in the presence of :-)

PSM

Witness Signature:

[Handwritten Signature]

Witness Name:

JANE M SIDDALL

Address:

16 WEST PARADE

Occupation:

*LONDON
SOLICITOR*

SIGNED as a deed by **NOCTON PARK**)
MANAGEMENT LIMITED acting by a)
Director and its Secretary or by two)
directors)

[Handwritten Signature]
.....
Director

[Handwritten Signature]
.....
Secretary/~~Director~~