

**THIS DEED OF COVENANT** is made this 22<sup>nd</sup> day of October 2003  
**BETWEEN**

- (1) **BEAZER HOMES LIMITED** whose registered office is Persimmon House Fulford York YO19 4FE ("**the Owner**")
- (2) **SEDGEMOOR DISTRICT COUNCIL** OF Bridgwater House King Square Bridgwater Somerset ("**the Council**")

**WHEREBY it is agreed as follows:**

**1. Definitions**

In this Deed the following expressions have the following meanings:

- 1.1 "**Application**" means a Planning Application made by the Owner to the Council under reference 1/51/02/015 for the erection of seventy six dwellings with garages and associated works on land to the south of Greenacre and west of Wembdon Rise Wembdon Bridgwater
- 1.2 "**Badger Foraging Site**" means the land shown edged red on the plan attached to this Deed being land forming part of the land registered under title number ST120570 in the ownership of the Owner (but excluding any part of such land over which rights are required to be exercised for the maintenance of the adjoining rhyne
- 1.3 "**Planning Permission**" means a Planning Permission containing the draft conditions attached to this Deed which the Council will grant pursuant to the Application subject to this Deed being entered into prior to the grant of the Planning Permission
- 1.4 "**Covenants**" means the Covenants set out in the Schedule to this Deed





## **2. Owner's Covenants**

The Owner hereby covenants with the Council on behalf of itself and its successors in title to the Badger Foraging Site in pursuance of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 that the Owner and any person deriving title to the Badger Foraging Site will observe and be bound by the Covenants

## **3. Agreement to issue the Planning Permission**

In consideration of the Covenants the Council agree upon completion of this Deed to issue the Planning Permission as soon as reasonably practicable

## **4. Agreement and Declaration**

It is hereby agreed and declared between the parties that if at any time the Owner shall fail or neglect to perform or observe any of the Covenants to the satisfaction of the Council then in any such case it shall be lawful for the Council and its agents to enter upon the Badger Foraging Site with such plant and machinery as shall be necessary to carry out and perform any works required under the Covenants and the cost thereof shall be reimbursed by the Owner to the Council on demand

## **THE SCHEDULE**

### **"Covenants"**

- 1 To observe and perform the provisions of condition 8 of the Planning Permission
- 2 Not to use the Badger Foraging Area for any purpose save as an open space and badger protection area
- 3 Not to erect any building whether of a permanent or temporary nature or carry on any development upon the Badger Foraging Area
- 4 Save for the works referred to in paragraphs 5 and 6 hereof not to carry out any other works upon the Badger Foraging Area without the prior written approval of the Council
- 5 Within one year from the date of this Deed to layout and plant a tree screening area between the approximate points lettered **A** and **B** on the attached plan in accordance with the specifications set down the draft Landscape Specifications dated 30<sup>th</sup> September 2003

attached to this Deed to the satisfaction of the Council's Parks and Open Spaces Officer (but not so as to interfere with the maintenance requirements of the Drainage Board relating to the surface water drainage rhyme adjacent thereto) and thereafter to maintain the said tree screening area in accordance with good horticultural practices to the reasonable satisfaction of the Council

- 6 Within one year from the date of this Deed to erect and thereafter maintain to the satisfaction of the Council a Badger Proof Fence along the boundary line lettered X and Y on the attached plan

**EXECUTED** as a DEED by **BEAZER** )

**HOMES LIMITED** acting by:- )

Director



Simon Parks

Director / Secretary



A.N. MORGAN

**EXECUTED** as a DEED and The Common )

Seal of **SEDGEMOOR DISTRICT** )

**COUNCIL** was hereunto affixed in the )

presence of:- )



Authorised Signatory



4059

DATED

22nd October

2003

**BEAZER HOMES LIMITED**

and

**SEDGEMOOR DISTRICT COUNCIL**

**DEED OF COVENANT**

relating to

Badger Foraging Land at Wembdon Bridgwater  
DS.10/790