

THIS PLANNING OBLIGATION is made the 29TH day of SEPTEMBER One Thousand Nine Hundred and Ninety-Two BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of Norfolk (hereinafter called "the Council") of the first part and REGINALD ALAN BAILEY of The Cottage Brick Kiln Road Hevingham in the said County (hereinafter called "the Owner") of the second part and BARCLAYS BANK PLC whose Registered Office is situate at 54 Lombard Street London EC3P 3AH (hereinafter called "the Bank") of the third part

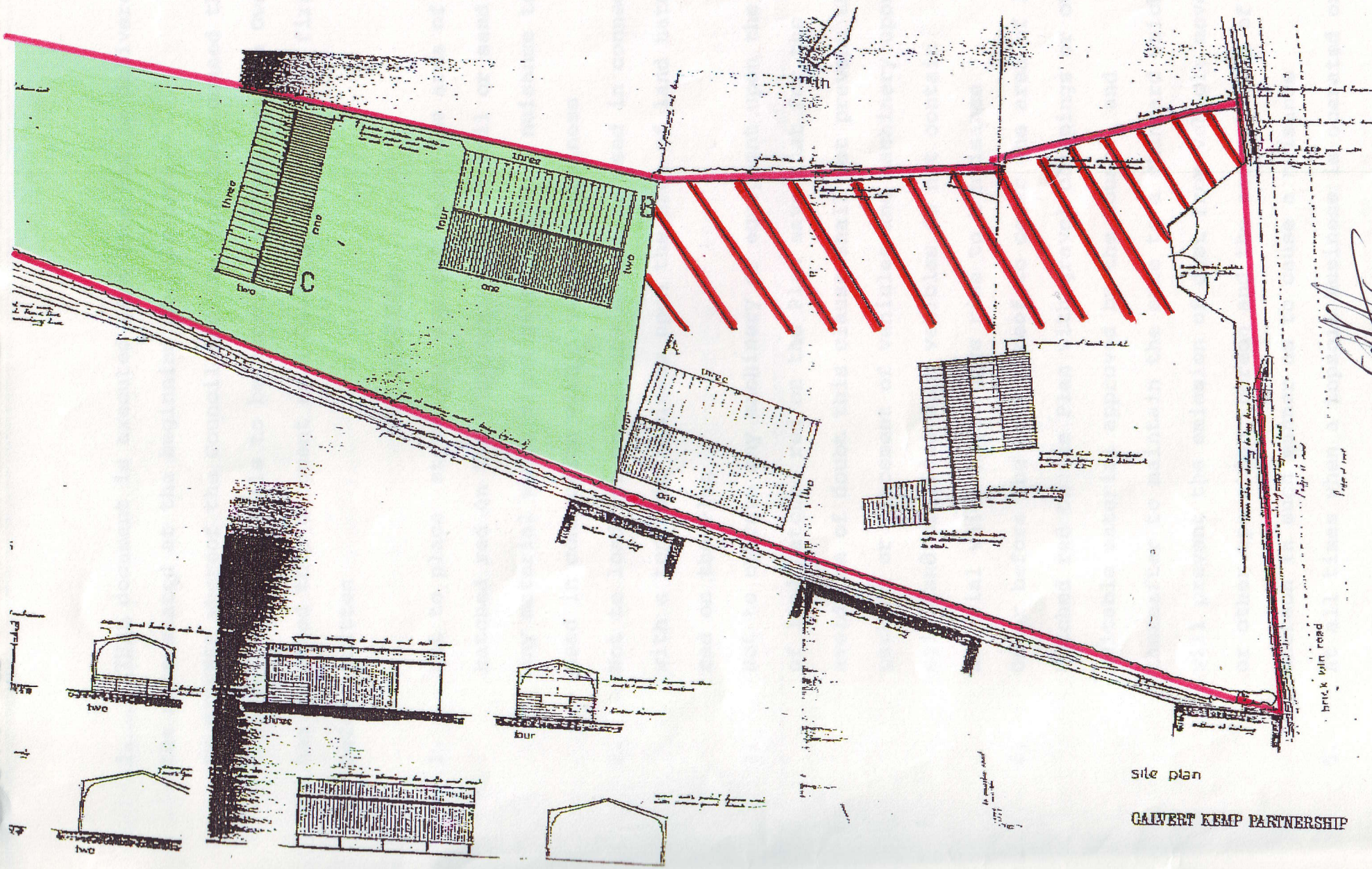
WHEREAS:-

- (1) The obligations imposed by this Deed are planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990
 - (2) The Council is the Local Planning Authority by whom these obligations are enforceable
 - (3) The Owner is seised in fee simple absolute in possession of the property known as "Bailey's Yard" Brick Kiln Road Hevingham Norfolk forming part of Ordnance Survey Number 9868 (hereinafter called "the Property") shown edged red on the Plan annexed hereto (hereinafter referred to as "the Plan")
- TOGETHER WITH the rights and covenant contained or referred to in a Deed of Exchange dated the Twelfth day of April One Thousand Nine Hundred and Eighty-Nine and made between the Owner of the first part Stephanie Steward of the second part Mary Christine Bailey of the third part and Ronald George Brooks of the fourth part (hereinafter referred to as "the Deed of Exchange") AND SUBJECT TO

- (a) the right contained in a Conveyance dated the Fourth day of June One Thousand Nine Hundred and Seventy-Five and made between William Hudson of the one part and the Owner of the other part
 - (b) the rights agreement and declaration contained in a deed dated the Twelfth day of April One Thousand Nine Hundred and Eighty-Nine and made between the Owner of the one part and Lesley Karen Bailey of the other part
 - (c) the rights contained or referred to in the Deed of Exchange and
 - (d) the Legal Charge next herein recited
- (4) By a Legal Charge dated the Eighteenth day of November One Thousand Nine Hundred and Ninety-One and made between the Owner of the one part and the Bank of the other part the Property was charged by way of legal mortgage to the Bank to secure the monies and liabilities therein mentioned
- (5) The Owner and the Bank have agreed to enter into this planning obligation pursuant to the said Section 106 as amended

NOW THIS DEED WITNESSETH as follows:-

1. THE Owner hereby AGREES DECLARES AND COVENANTS for himself and his successors in title with the Council that from the date hereof the Property shall be permanently subject to the obligations specified in the Schedule hereto and the Bank consents to the Owner entering into this Planning Obligation
2. THE expressions "the Council" "the Owner" and "the Bank" shall where the context so admits include their respective successors in Title and assigns



site plan

CALVERT KEMP PARTNERSHIP

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

IN WITNESS whereof the Council and the Bank have caused their respective Common Seals to be hereunto affixed and the Owner has executed this document as a Deed the day and year first before written

THE SCHEDULE

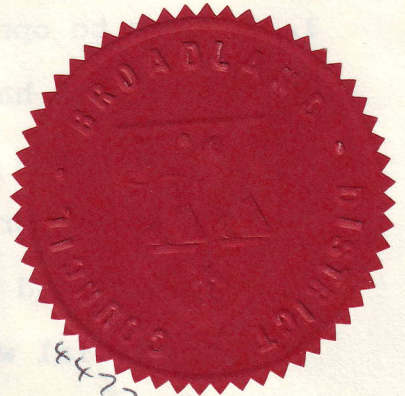
1. Not to place store or deposit upon the area of land hatched red on the Plan any stocks of soil or sand or any material which might give rise to a nuisance to be used in connection with a top-soil business
2. Not to load or unload any materials used in connection with a top-soil business upon the area of land hatched red on the Plan
3. Not to operate any machinery or equipment upon the area of land hatched red on the Plan save that for the avoidance of doubt this clause shall not prevent the parking or placement of vehicles and machinery upon the said land provided such vehicles do not contain material which might give rise to a nuisance
4. On or before the date hereof to cover the area of land hatched red on the Plan with gravel chippings or other suitable material approved by the Council and thereafter to maintain the same to a standard which will prevent the emission of dust from vehicle movement or other operation thereon and the accumulation of dust thereon in such manner as to cause a nuisance
5. At all times when a topsoil business is operated on the

Property to have installed on the Property sufficient water supply and sprinkling equipment to enable the risk of dust escaping from the Property to be eliminated

6. To operate and maintain any plant and machinery used in connection with a top-soil business on the land coloured green on the Plan in such a way as to minimise the risk of a nuisance arising from the emission of dust fumes or noise from the Property

7. To remove the two buildings marked B and C situated on the land coloured green on the Plan on or before the 7th March 1993 and not to use the said land for any activity relating to or in connection with a top-soil business at any time after 7th March 1993

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



Assistant Chief Executive and
Solicitor to the Council

SIGNED AS A DEED by the said)
REGINALD ALAN BAILEY in the)
presence of:-)

KIME ADDIS

LEATHERS PRIOR SOLICITOR

CANADA HOUSE

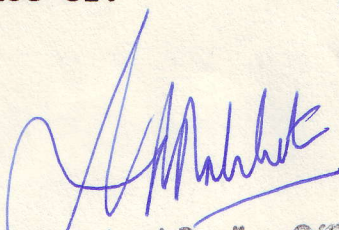
14 GRAMMAR SCHOOL ROAD

NORTH WALSHAM

NORFOLK

LS/92/737

THE COMMON SEAL of BARCLAYS)
BANK PLC was hereunto affixed)
in the presence of:-)


Authorised Sealing Officer



DATED 29TH SEPTEMBER 1992

BROADLAND DISTRICT COUNCIL

and

MR.R.A.BAILEY

and

BARCLAYS BANK PLC

PLANNING OBLIGATIONS

under Section 106 of the Town &
Country Planning Act 1990
relating to "Bailey's Yard",
Brick Kiln Road, Hevingham,
Norfolk, forming part of
Ordnance Survey No. 9868

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

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