

DATED 9th June **2008**

BROADLAND DISTRICT COUNCIL

-AND-

LENWOOD ESTATES LIMITED

-AND-

BARCLAYS BANK PLC

**AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

Conversion of existing barn at
Little Orchard Barn, Bilney Lane,
Felthorpe, Norfolk

Broadland District Council
Thorpe Lodge
1 Yarmouth Road
Thorpe St Andrew
Norwich
NR7 0DU

THIS AGREEMENT is made the 9th day of June 2008
BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road
Thorpe St Andrew Norwich Norfolk NR7 0DU ("the Council") and
2. LENWOOD ESTATES LIMITED (Co. Ren. No. 05991433) of 21 Margetts
Hemingford Grey Huntingdon Cambridgeshire PE28 9EP ("the Owner") and
3. BARCLAYS BANK PLC (Co.Regn.No. 1026167) of 1 Churchill Place, London,
Greater London, E14 5HP ("the Mortgagee")

1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Act"	the Town and Country Planning Act 1990 (as amended)
"Annex Building"	the building shown for the purposes of identification only coloured blue on the Plan
"Application"	the detailed application submitted on 17 November 2007 for planning permission for annex accommodation to Little Orchard Barn, garage and store in accordance with the plans deposited with the Council bearing reference No 20071608
"Development"	the development permitted by the Planning Permission
"Director"	the Council's Strategic Director and Chief Planner or other officers of the Council acting under his hand

"Main Dwellinghouse"	the main dwellinghouse shown for the purposes of identification only coloured orange on the Plan
"Plan"	the plan annexed to this Agreement
"Planning Permission"	the planning permission to be granted pursuant to the Application
"Site"	the land at Little Orchard Barn, Church Farm, Bilney Lane, Felthorpe, Norfolk shown for the purposes of identification only coloured red on the Plan

In this Agreement unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party
- (ii) references to clauses and schedules are references to clauses in and schedules to this Agreement
- (iii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- (iv) headings in this Agreement shall not form part of or affect its construction

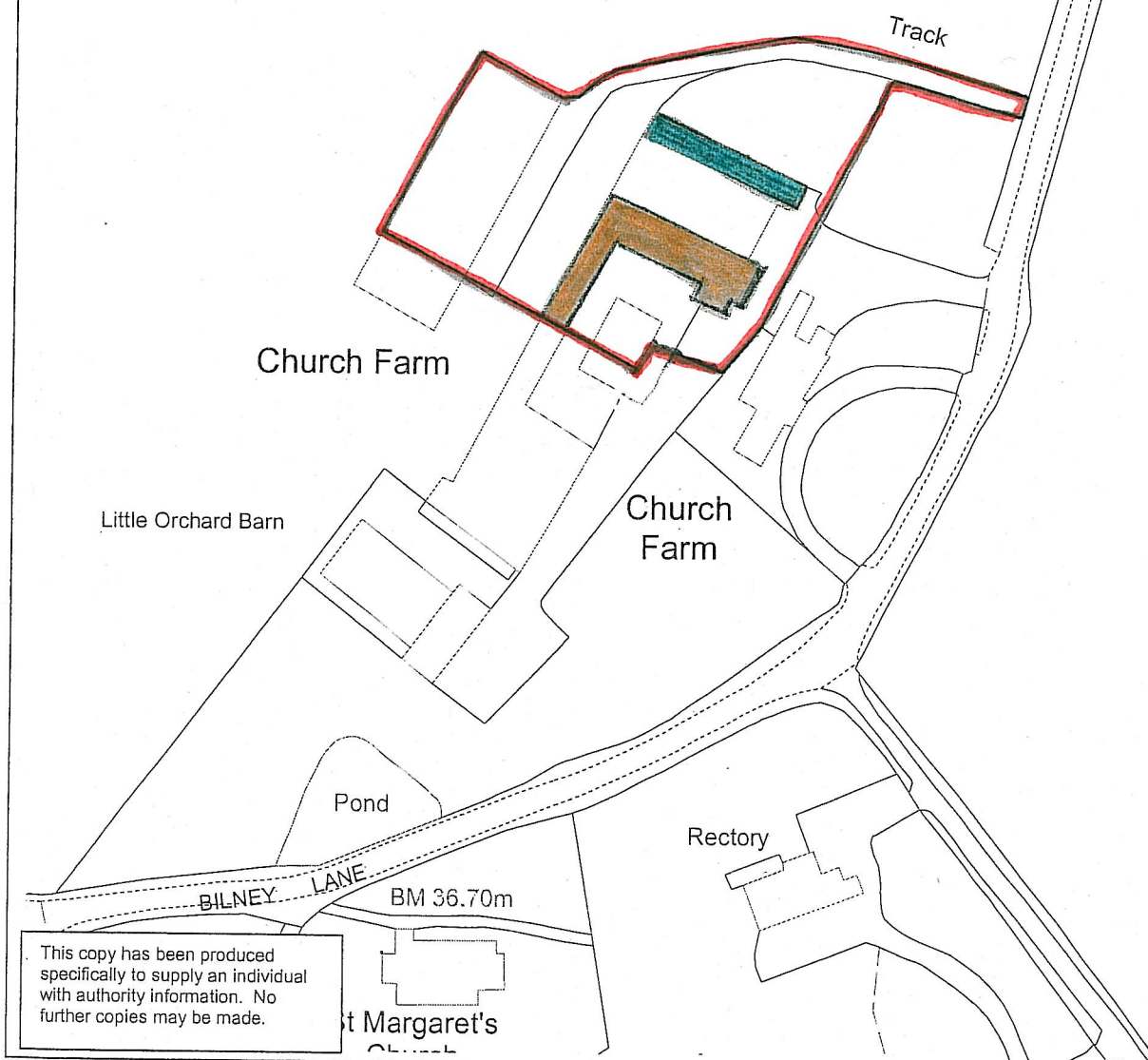
WHEREAS:

- A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated
- B. The Owner is the freehold owner of the Site and the Mortgagee has a charge over the Site
- C. The Owner has submitted the Application
- D. The Council have resolved to approve the Application subject to the completion of this Agreement
- E. The Mortgagee has agreed to be a party to this Agreement for the purpose of giving consent as hereinafter appears

2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The obligations of the Owner hereunder are planning obligations enforceable by the Council against the Owner and its successors in title and assigns
- 2.3 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach which occurs prior to parting with such interest in the Site or any part thereof in respect of which any such breach has taken place

BARCLAYS BANK PL
UK BANKING SERVICES CENTRE
CAMDEN HOUSE EAST
PARADE
BIRMINGHAM
B1 3PY



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Application No: 20071608

Little Orchard Barn, Bilney Lane, Felthorpe

Scale:
1:1250

Date:
27-Nov-07



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- 2.4 Save for clauses 9.1 to 9.3 inclusive hereof which are conditioned upon the grant of the Planning Permission the provisions of this Agreement shall have immediate effect upon completion of this Agreement
- 2.5 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn
- 2.6 This Agreement shall be registered as a charge in the Council's Register of Local Land Charges

3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council were not a party to this Agreement

3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

3.3 No Waiver

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

4. NOTICES

4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile

4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	The Strategic Director and Chief Planner Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich NR7 0DU
The Owner	Lenwood Estates Ltd 21 Margetts Hemingford Grey Huntingdon
The Mortgagee	1 Churchill Place, London, Greater London, E14 5HP

4.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council by a duly authorised officer

5. THIRD PARTIES

5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's

own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

6. COSTS

- 6.1 The Owner shall on completion of this Agreement pay the Council's reasonable legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

7. JURISDICTION

- 7.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales

8. COMPENSATION

- 8.1 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Agreement are hereby waived

9. PLANNING OBLIGATIONS

The Owner hereby covenants with the Council as follows:

- 9.1 not to carry out or procure the carrying out of any internal works or alterations to the Annex Building which would result in any room or extension to any room in the Annex Building being either fitted out or used as a kitchen
- 9.2 not to use or permit the use of the Annex Building other than for the purpose permitted by the Planning Permission and not to carry out any development permitted by the Town and Country Planning (General Permitted

Development) Order 1995, Schedule 2 Part 1 Classes A, B, C, D, E, F, G and H or in any provisions equivalent to those Classes in any statutory instrument revoking and re-enacting that Order with or without modification

- 9.3 The Annex Building hereby permitted pursuant to the Planning Permission shall not be occupied or used at any time other than solely for purposes in connection with and ancillary to the residential use and occupation of the Main Dwellinghouse and for the avoidance of doubt the Annex Building shall not be sold or leased or transferred at any time hereafter for use as a separate unit of residential accommodation or self contained living accommodation

10. MORTGAGEE

- 10.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the restrictions and obligations contained in this Agreement and that the security of the mortgage over the Site shall take effect subject to this Agreement

EXECUTED by the parties hereto as a deed on the date written above

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



Easton

Head of Corporate Services
and Monitoring Officer

5973

EXECUTED AS A DEED by
LENWOOD ESTATES LIMITED
in the presence of:

Alan Hess
ALAN HESS
ARRAN HOUSE
HAGLEY
DY9 0HZ

[Signature]
Director

EXECUTED AS A DEED by
BARCLAYS BANK PLC
in the presence of:

	INITIALS	DATE
QC	<i>h</i>	<i>out</i>

Signed as a deed
By Peter Wade
as Attorney for and
on behalf of
Barclays Bank PLC
in the presence of

Kate Jane Higgins
Name

[Signature]
Signature