

DATED 23rd April ²⁰⁰⁹~~2008~~

BROADLAND DISTRICT COUNCIL (1)

MR. ANDREW JOHN LLOYD (2)

HSBC BANK PLC (3)

AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990
relating to land at Lodge Farm,
Hainford, Norfolk

THIS AGREEMENT is made the

23rd

day of April

2009
2008

CHB/CA

BETWEEN:

BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road Thorpe

St. Andrew Norwich Norfolk NR7 0DY ("the Council) of the first part and

MR. ANDREW JOHN LLOYD ("the Owner") whose address is at Lodge Farm

Hainford Norwich Norfolk NR10 3BQ of the second part

HSBC BANK PLC whose registered office is at ~~Birmingham Securities Processing~~

~~PO Box 8042, Birmingham B2 4NQ~~ ("the Mortgagee") of the third part

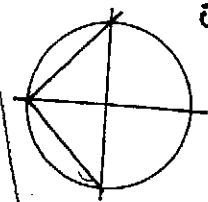
Sheffield Securities Processing Centre

1. INTERPRETATIONS 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) |
| "Application" | the application received on 26 February 2008 for planning permission for a residential dwelling with detached garage in accordance with the plans deposited with the Council bearing reference No. 20080313 |
| "Commencement Date" | the initiation of the Development by the carrying out on the Site pursuant to the Planning Permission of a material operation within the meaning of Section 56(4) of the Act (but not including any operations relating to the demolition of any existing buildings or clearance |

Scale 1:5000



Glebelands

Rectory
DUMBS

PW

21m

Sch
School Farm

Track

HAINFORD CP

Track

Woodcote
Lodge

Greenacres

NEWTON

Wood
Farm

Lodge
Farm

New Hainford

Stonebeck
Plantation

Stone-Barn
Plantation

CROMER ROAD

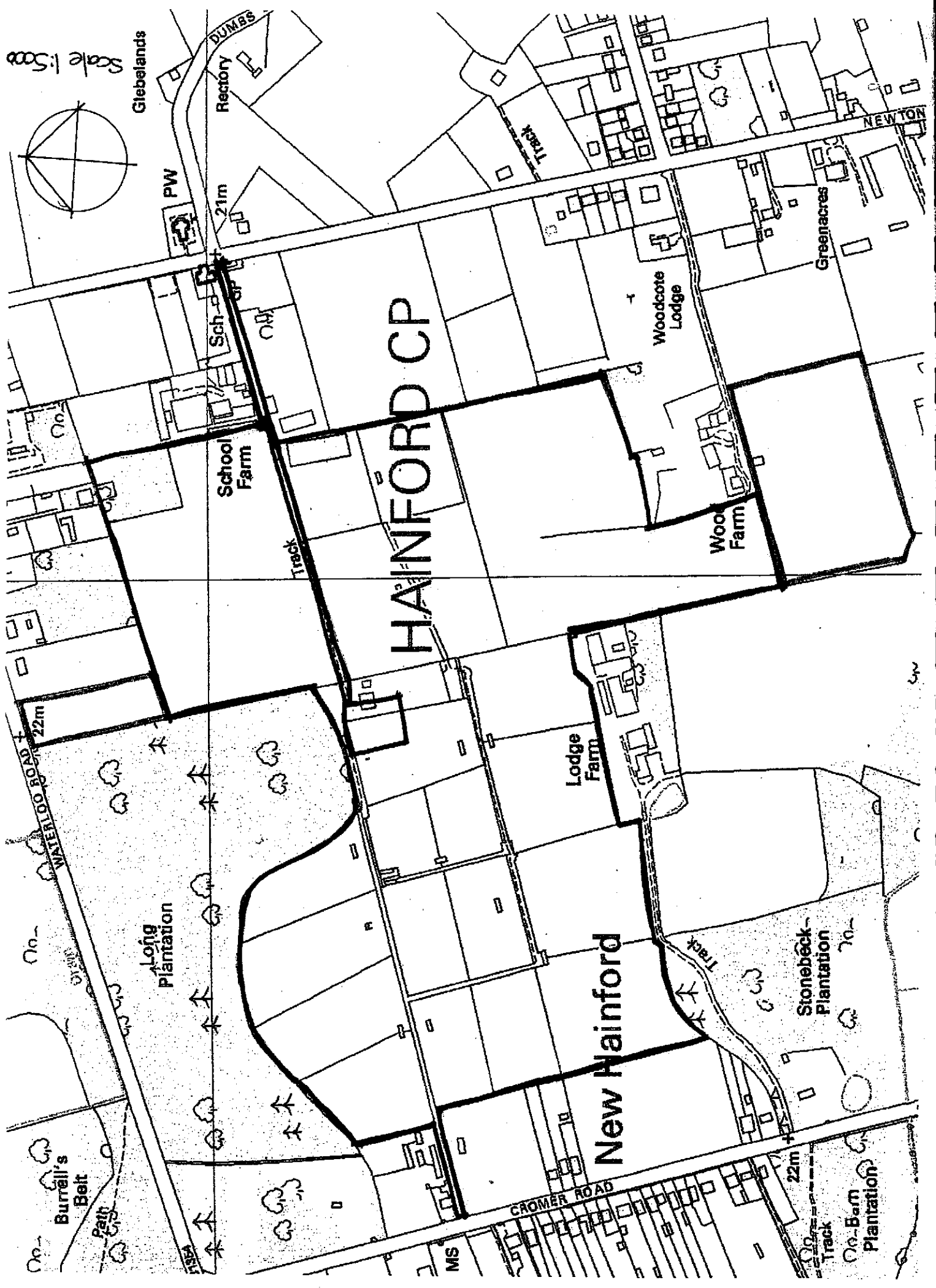
22m

Track

Burrill's
Belt

Path

Long
Plantation



	of the Site) and "commence" shall be interpreted in accordance with this definition
"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
"Plan"	the plan annexed to this Agreement
"Planning Permission"	the planning permission to be granted pursuant to the Application
"Property"	the property known as the new agricultural dwelling to be constructed pursuant to the said planning permission at Lodge Farm Hainford Norwich Norfolk NR10 3BQ shown for the purposes of identification only edged green on the Plan
"Site"	the land at Lodge Farm Hainford Norwich Norfolk NR10 3BQ shown for the purposes of identification only edged 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 of Statutory Instrument

- (iv) headings in this Agreement shall not form part of or affect its construction

W H E R E A S:

- 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 freehold owner of the Property
- C. The Owner has submitted the Application
- D. The Council has resolved to approve the Application subject to the completion of this Agreement

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 his successors in title and assigns
- 2.3. The provisions of this Agreement shall have immediate effect upon completion of this Agreement
- 2.4. This Agreement shall cease to have effect if:
 - 2.4.1. the Planning Permission shall be quashed revoked or otherwise withdrawn
 - 2.4.2. the Planning Permission shall expire prior to the Commencement Date

2.5. This Agreement shall be registered as a charge in the Council's Register of Local Land Charges

2.6. No person or company shall be liable for any breach of (the terms hereof) occurring in any period during which he or it no longer has an interest in the Site but without prejudice to liability for any subsisting breach occurring or commencing prior to parting with such interest

2.7. This instrument shall not take effect unless and until the Planning Permission has been granted

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 byelaws 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. 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 legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

7. VAT

7.1. If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

8. Jurisdiction

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

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

10. The Owner hereby covenants that he is the freehold owner of the Property and has full power to enter into this Agreement that the Property is free from all mortgages charges or other encumbrances and that there is no other person having any interest in the Property as at the date of this Agreement

11. PLANNING OBLIGATIONS

11.1 The Owner hereby covenants with the Council that the occupation of the Property shall be limited to a person solely or mainly working or last working on the agricultural holding known as Lodge Farm aforesaid, in agriculture, or in forestry or a widow or widower of such a person and to any resident dependents

11.2 The Owner hereby covenants with the Council that the Property shall be vacated and demolished within twenty-eight days if the Property is transferred to a person who is not the owner of the site

11.3 The Owner covenants with the Council that he shall not cause nor permit the Property to be demised or sublet to any person who is not also the Owner of the Site

11.4. The Owner covenants with the Council that the Property shall remain within the same agricultural holding as the Site and shall not be separated or used independently from the Site

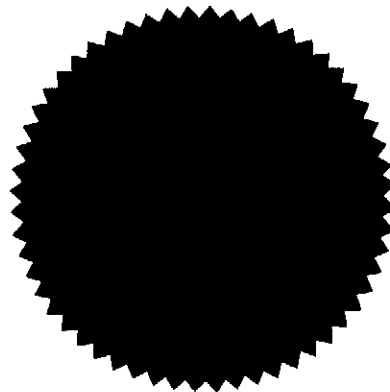
11.5. The Owner may request a variation of this Agreement where he has reasonable grounds to do so. The Council shall consider such request and on making its decision shall act reasonably

12. **Mortgagee's Consent**

The Mortgagee consents to and agrees to be bound by the terms hereof

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)



CMSA ~~Head of Corporate Services~~
~~and Monitoring Officer~~
CHIEF EXECUTIVE

6089

SIGNED as a deed by)
ANDREW JOHN LLOYD)
in the presence of:)

[Signature]

[Signature]
FRANCES NORTON
BIRDINGHAM, MILL ROAD, BLOFIELD HEATH,
NORWICH, NORFOLK.

SIGNED as a deed by)
PAUL ROBERT HAMMAN)
as the attorney and on behalf of)
HSBC BANK PLC in the presence of)

Witness signature
Address
Occupation

[Signature]
Craig Lee Dyson

