

THIS PLANNING OBLIGATION is made the *Twenty-eighth* day of *April* One Thousand Nine Hundred and Ninety-Three

B E T W E E N BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St. Andrew in the County of Norfolk (hereinafter called "the Council") of the one part and R.G.CARTER LIMITED whose Registered Office is situate at Drayton in the said County of Norfolk (hereinafter called "the Owner") of the other part

WHEREAS:-

(1) This Agreement is supplemental to an Agreement made the Nineteenth day of July One Thousand Nine Hundred and Eighty-Four between the same parties as are the parties hereto and in the same order (hereinafter called "the First Agreement")

(2) The obligations imposed by this Deed are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991

(3) The Council is the Local Planning Authority by whom these obligations are enforceable

(4) The Owner has applied to the Council under reference number 90.0366 for planning permission for development to be carried out to the property shown edged red on the plan annexed hereto which comprises the property in respect of which the Owner gave a covenant to the Council in the First Agreement

(5) The Council and the Owner have agreed subject to planning permission being granted in consequence of application number 90.0366 to vary the First Agreement in the manner hereinafter

appearing

NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of application number 90.0366 and pursuant to the said Section 106 as amended and all the powers them enabling the parties hereto AGREE DECLARE AND COVENANT that from the date hereof the First Agreement shall at all times hereafter be read and construed and take effect as though in Clause 2 the words "other than a golf course shall" were inserted after the words "Town and Country Planning Act 1971" in the last line

2. AS varied as aforesaid the First Agreement and every clause thereof shall continue of full effect and be binding on the respective parties thereto

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 parties hereto have caused their Common Seals to be hereunto affixed the day and year first before written

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

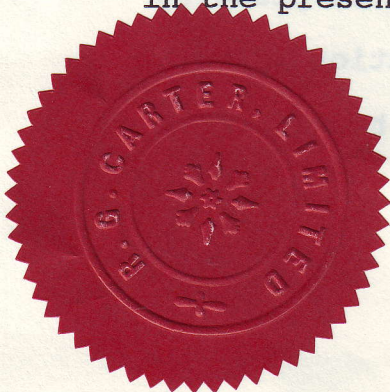
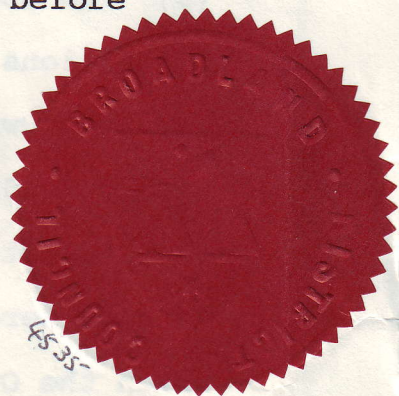
Assistant Chief Executive and
Solicitor to the Council

THE COMMON SEAL of R.G.CARTER
LIMITED was hereunto affixed
in the presence of:-

Director:

Secretary:

2.



BROADLAND DISTRICT COUNCIL
23 FEB 1990
DEVELOPMENT & PLANNING

SITE/LOCATION PLAN
Proposed Construction of a Golf Course
DRAYTON/HORSFORD FOR K. G. CARTER LTD.

1279
1-029ha
4-52

146
2-768
6-8

DAVID RICE HOSPITAL

BROADLAND
DISTRICT COUNCIL
23 FEB 1990
DEVELOPMENT & PLANNING

SITE / LOCATION PLAN
Proposed Construction of a whole Golf Course
DRAYTON/HORSFORD For K. G. CARTER LTD.

DATED 28th April 1993

BROADLAND DISTRICT COUNCIL

and

R.G.CARTER LIMITED

DEED OF VARIATION

Supplemental to Section 52
Agreement under the Town and
Country Planning Act, 1971
relating to Land at Drayton,
Norfolk.

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

A:023POB.DEL