

THIS AGREEMENT is made the 11th day of December one thousand nine hundred and ninety BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich (hereinafter called "the Council") of the first part MARY ELIZABETH CLARKE of Broadfens Hall Lane Frettenham Norfolk (hereinafter called "Mrs. Clarke") of the second part NATIONAL WESTMINSTER BANK PLC (hereinafter called "the Mortgagee") of the third part LANAGE LIMITED of Ordnance House 31 Pier Road St. Helier Jersey Channel Islands (hereinafter called "the Company") of the fourth part and NATIONAL WESTMINSTER BANK PLC (hereinafter called "the Mortgagee") of the fifth part

WHEREAS:-

1. The Council is the Local Planning Authority for the purpose of this Agreement
2. Mrs. Clarke is seised in fee simple absolute in possession of the piece or parcel of land situated in Frettenham Norfolk which is for the purpose of identification only delineated on the plan annexed hereto and thereon edged red (hereinafter referred to as "the Red Land") subject (a) to the rights covenant easement and Agreement and Declaration contained or referred to in a Conveyance dated the 25th August 1988 made between Delfer Limited and Werner Karl Federle (1) and Mrs. Clarke (2) and (b) the Legal Mortgage next herein recited but otherwise free from incumbrances
3. By a Legal Mortgage dated the 25th August 1988 the Red Land was charged by way of Legal Mortgage by Mrs Clarke in favour of the Mortgagee to secure the repayment of the sums therein mentioned.
4. The Company is seised in fee simple absolute in possession of the piece or parcel of land situated in Frettenham Norfolk which is for the purpose of identification only delineated on the plan annexed hereto and thereon edged blue (hereinafter referred to as "the Blue Land") subject to (a) the stipulations covenants and restrictions entered or referred to in a Conveyance dated the 26th July 1989 made between Raymond Driver (1) and The Company (2) and (b) to the Legal Mortgage next herein recited but otherwise free from incumbrances

Whose Registered Office is situated at
41 LOTHBURY, LONDON EC2P 2BP

5. By a Legal Mortgage dated the 12th September 1989 the Blue Land was charged by way of Legal Mortgage by the Company in favour of the Mortgagee to secure the repayment of the sums therein mentioned

6. By Power of Attorney given on the 27th November 1990 the Company appointed Mrs. Clarke as its Attorney to:-

(a) transact manage carry on and do all and every business matters and things requisite and necessary or in any manner connected with or having reference to the business and affairs of the Company in the United Kingdom and for such purposes to conduct all correspondence appertaining to such business and affairs

(b) execute sign enter into acknowledge perfect and do all such deeds agreements instruments acts and things as shall be requisite for or in relation to all or any of the purposes or matters aforesaid

7. Mrs. Clarke has applied to the Council under reference number 90.0726 for planning permission for the development to be carried out on the Red and Blue Land (hereinafter together referred to as "the Lands")

8. The parties hereto have agreed subject to planning permission being granted in consequence of that application to enter into this Agreement pursuant to Section 106 of the Town and Country Planning Act 1990

NOW THIS DEED WITNESSETH as follows:-

1) Subject to planning permission being granted in consequence of application number 90.0726 and pursuant to the said Section 106 Mrs. Clarke and the Mortgagee hereby jointly and severally agree declare and covenant with the Council that from the date on which the aforesaid planning permission shall be granted the Red Land shall be permanently subject to the conditions restricting or regulating the development or use of the lands specified in the first schedule hereto

Provided that the Mortgagee shall only be personally liable hereunder when it is a mortgagee in possession of the Red Land

2) Subject to planning permission being granted in consequence of application number 90.0726 and pursuant to the said Section 106 the Company and the Mortgagees hereby jointly and severally agree declare and covenant with the Council that from the date on which the aforesaid planning permission shall be granted the Blue Land shall be permanently subject to the conditions restricting or regulating the development or use of the Blue Land specified in the second schedule hereto

Provided that the Mortgagee shall only be personally liable hereunder when it is a mortgagee in possession of the Blue Land

3) The expressions "the Council" "Mrs. Clarke" "the Company" and "the Mortgagee" shall where the context so admits include their respective successors in title and assigns

IN WITNESS whereof the Council and the Mortgagees have caused their respective Common Seals to be hereunto affixed and this instrument has been executed and delivered by Mrs. Clarke as a Deed the day and year first before written

The First Schedule

(i) Not to hold more than six Dressage Competitions in any one year such Competitions to be restricted to one day duration and to be held in the manège

(ii) Not to hold more than two Hunter (Cross Country) Trials to be held in any one year such Trials to be restricted to one day duration

(iii) Not to hold more than six Show Jumping Events in any one year such Events to be restricted to one day duration

(iv) To restrict the duration of the Competitions Trials or Events listed above to between the hours of 8.30 a.m. and 6.00 p.m.

(v) Not to hold any equestrian Competitions Events or Trials other than those listed above on the Lands

(vi) To restrict vehicular parking in relation to the Competitions Trials or Events listed above to the Lands and to use her best endeavours to prevent visitors parking on the access road which leads off Hall Road

The Second Schedule

1. Not to hold on the Blue Land any equestrian Competitions Events or Trials other than those listed above
2. To restrict the duration of the Competitions Trials or Events listed in the First Schedule to between the hours of 8.30 a.m. and 6 p.m.
3. To restrict vehicular parking in relation to the Competitions Trials or Events listed in the First Schedule to the Lands and to use their best endeavours to prevent visitors parking on the access road which leads off Hall Road

THE COMMON SEAL of)
Broadland District Council)
was hereunto affixed in the)
presence of:-)



[Signature]
Director of Administration

SIGNED AS A DEED by)
MARY ELIZABETH CLARKE in the)
presence of:-)

Mary Clarke

[Signature]
[Signature]

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

In the presence of:

[Signature]

Signed as a deed by

LESLIE HOWARD HEWSON

as the attorney and on behalf
of National Westminster Bank Plc

[Signature]
Director

SARFRAZ NAEEM KHAN RAO
Bank Official

National Westminster Bank Plc
Legal Services
Securities Department
Kings Cross House
200 Pentonville Road
London N1 9HL

Secretary

SIGNED AS A DEED by)

MARY ELIZABETH CLARKE as)

Attorney for and on behalf of)

LANAGE LIMITED in the)

presence of:-)

Mary Clarke



Walter Norwind

DATED

11th December 1990

BROADLAND DISTRICT COUNCIL

and

MRS. M.E. CLARKE

and

LANAGE LIMITED

and

NATIONAL WESTMINSTER BANK PLC

SECTION 106 AGREEMENT

relating to land at Frettenham Norfolk

B.A. Yates
Director of Administration
Broadland District Council
Thorpe Lodge
Yarmouth Road
Norwich NR7 0DU

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