

THIS AGREEMENT is made the *Nineteenth* day of *September* One Thousand Nine Hundred and Ninety-one **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 **NIELS ULRICH VOETMANN** and **INGE KOFOED VOETMANN** both of Malkin Farm House Oaks Farm Reepham in the said County (hereinafter called "the Owners") of the second part **BARCLAYS BANK PLC** of 54 Lombard Street London (hereinafter called "the First Mortgagee") of the third part and **UNIBANK PLC** of 107 Cheapside London (hereinafter called "the Second Mortgagee") of the fourth part

WHEREAS:

1. The Council is the Local Planning Authority for the purposes of this Agreement
2. The Owners are seised in fee simple absolute in possession of the land and buildings (hereinafter called "the Property") shown and edged red on the Plan annexed hereto and known as Kerdiston House Farm Kerdiston Reepham aforesaid subject to the Legal Charges next hereinafter recited but otherwise free from incumbrances
3. By a Legal Charge made the 11th day of October One thousand nine hundred and ninety the Owners charged the Property by way of legal mortgage in favour of the First Mortgagee to secure repayment of the monies mentioned therein
4. By a Legal Charge made the 30th November One thousand nine hundred and ninety the Owners charged the Property by way of legal mortgage in favour of the Second Mortgagee to secure repayment of the monies mentioned therein
5. The Owners have applied to the Council under reference number 90.2069 for planning permission for the construction of a farmhouse and garage on that part of the property shown coloured green upon the said Plan (hereinafter called "the Green Land")

BARCLAYS BANK PLC

IAN BERNARD BATCHELOR

ASSISTANT ROCK MANAGEMENT DIRECTOR

REEPHAM CP

N. M. Vockerman

Ang. Alfred Voßmann.

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6. The Council the Owners and the First and Second Mortgagees 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 90.2069 and pursuant to the said Section 106 the Owners hereby jointly and severally agree declare and covenant with the Council that from the date upon which that planning permission shall be granted:
- (a) at no time thereafter shall any of the development authorised by an earlier planning permission reference number 90.0372 be carried out on the said Property
 - (b) the Agreement dated the Twenty-second day of August One thousand nine hundred and ninety made between the Council (1) Derek George Pearce and Nancy Barbara Pearce (2) and The Agricultural Mortgage Corporation PLC (3) under Section 52 of the Town and Country Planning Act 1971 shall be revoked in its entirety
 - (c) the Green Land shall be permanently subject to the conditions restricting regulating the development or use of it specified in the Schedule hereto
2. **LIKEWISE** subject to the grant of the said planning permission and pursuant to the said Section 106 the First and Second Mortgagees hereby agree declare and covenant with the Council that at any time after the date of the grant of the said planning permission either of the First and Second Mortgagees is in possession of the Green Land they shall observe the conditions restricting or regulating the development or use of the Green Land specified in the Schedule hereto and in any

conveyance by the First or Second Mortgagees pursuant to their powers of sale they shall ensure that the Purchaser from them shall covenant so as to bind himself and his successors in title that at all times thereafter the conditions set out in the Schedule hereto shall be observed and performed by that Purchaser and his successors in title

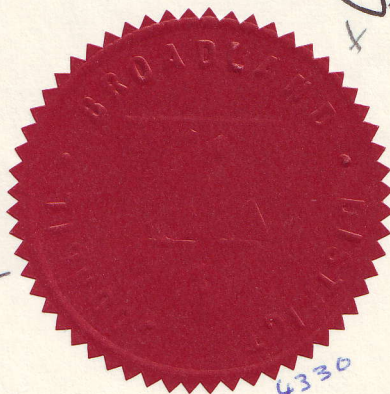
3. **THE** expressions "the Council" "the Owners" "the First Mortgagee" and "the Second Mortgagee" shall where the context so admits include their respective successors in title and assigns
4. **THIS** document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

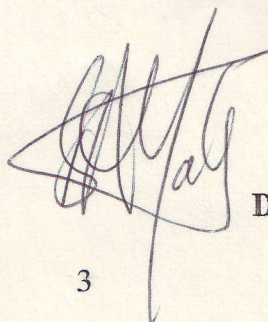
IN WITNESS whereof the Council and the First and Second Mortgagees have caused their respective Common Seals to be hereunto affixed and the Owners have executed this document as a Deed the day and year first before written

THE FIRST SCHEDULE

Any dwelling on the Green Land shall be occupied only by either (a) a person solely or principally employed or otherwise conducting a business in agriculture (but so that the continuing occupation after the retirement of such a person shall be herein permitted) on any part or parts of the property shown edged red on the Plan together with members of his or her family or the widow or widower of such a person and members of her or his family.

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





Director of Administration

SIGNED as a Deed by the said **NIELS**

ULRICH VOETMANN and **INGE**

KOFOED VOETMANN in the presence of:

} X w u *N. M. Voelckmann*
}
} X i *Inge Rafael Voetmann.*
}

Witness:-

Name

Address

Occupation

DEREK PEARCE

D. Pearce

OAKS FARM

REEPHAM

NORFOLK NRIDURP

FARMER

THE COMMON SEAL of **BARCLAYS**

BANK PLC was hereunto affixed in the

presence of:

} 45/91/85
}
}
}

[Signature]

Authorised Sealing Officer

THE COMMON SEAL of **UNIBANK PLC** }

was hereunto affixed in the presence }

of: }



SENIOR MANAGER :

[Signature]

EXECUTIVE DIRECTOR :

[Signature]

Dated 19th September 1991

BROADLAND DISTRICT COUNCIL

and

MR. & MRS. N. U. VOETMANN

and

BARCLAYS BANK PLC

and

UNIBANK PLC

SECTION 106 AGREEMENT

Relating to

Kerdiston House Farm,
Kerdiston,
Reepham, Norfolk.

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