

20-62-5

DATED

17th February

1998

BROADLAND DISTRICT COUNCIL (1)

H G BLAKE (COSTESSEY) LIMITED (2)

and

BARCLAYS BANK PLC (3)

AGREEMENT

**relating to a Section 106 Agreement
concerned with land at Reepham Road, Felthorpe, Norfolk**

EVERSHEDS

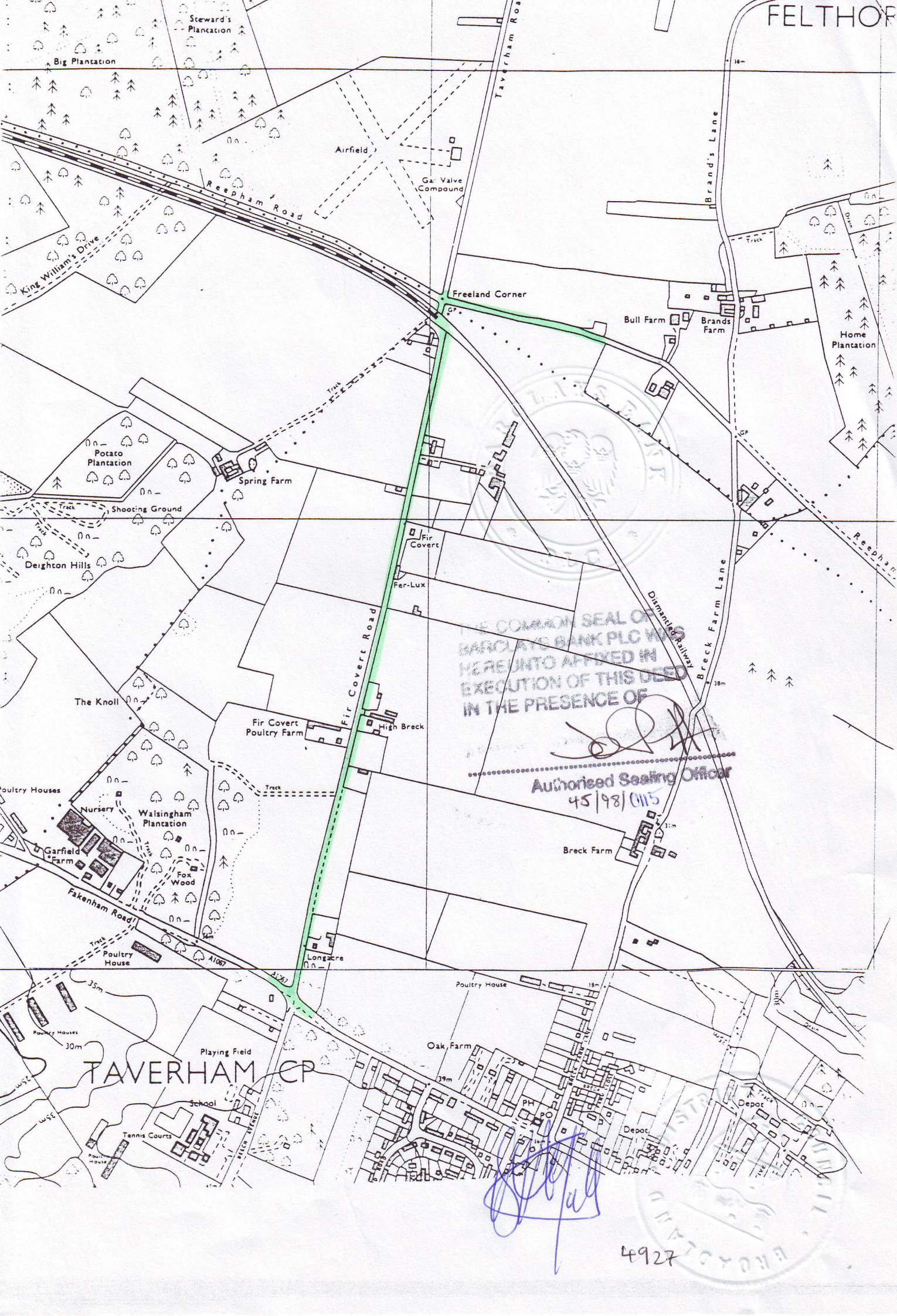
Solicitors
Paston House
Norwich
NR3 1BD
(CP2/RJC/GPN)
50141-34/5019d01.wpd

THIS AGREEMENT is made the *seventeenth* day of *February* One thousand nine hundred and ninety *eight*

BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich NR7 0DU ("the Council") of the first part H G BLAKE (COSTESSEY) LIMITED (Company No. 762224) whose registered office is situate at Bull Farm Reepham Road Felthorpe Norwich NR10 4DU ("the Owner") of the second part and BARCLAYS BANK PLC whose registered office is situate at 54 Lombard Street London EC3P 3AH ("the Bank") of the third part

WHEREAS:-

1. This Deed is supplemental to an Agreement ("the Agreement") dated 4 December 1992 and made between the Council the Owner and the Bank
2. The Council is the district planning authority for the area within which the land is situated
3. The Owner has requested that a new plan ("the New Plan") attached hereto be substituted for the Plan B referred to in part (i) of the Schedule to the Agreement which delineates by means of a highway coloured green the specified route along which all delivery lorries under the direct control of the Owner or its contractor must approach and leave the land bound by the Agreement



THE COMMON SEAL OF
BARCLAYS BANK PLC WAS
HEREUNTO AFFIXED IN
EXECUTION OF THIS DEED
IN THE PRESENCE OF

Authorised Sealing Officer
45/98/0115

TAVERHAM CP

4927

4. The Council has no objection to this substitution in the light of which the parties hereto have agreed to vary the provisions of the Agreement in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

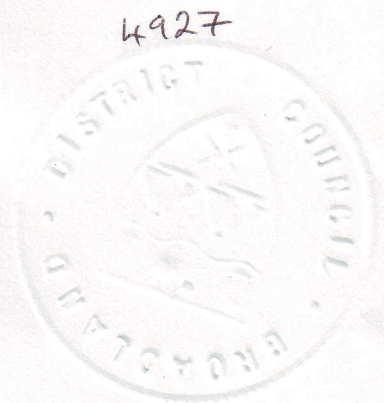
1. From the date hereof the Agreement shall at all times be read construed and take effect as though the New Plan and the new specified route delineated by means of the highway coloured green thereon were substituted for the Plan B referred to in part (i) of the Schedule to the Agreement
2. Except as varied aforesaid the Agreement and every clause thereof shall continue to be of full effect and to be binding on the respective parties thereto

IN WITNESS whereof the Council and the Owner and the Bank have affixed their Common
Seals the day and year first before written

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

)
)
)
)

Director of Services and Solicitor to the Council



THE COMMON SEAL of
H G BLAKE (COSTESSEY) LIMITED
was hereunto affixed in the
presence of:



(Director)

(Secretary)

THE COMMON SEAL of
BARCLAYS BANK PLC
was hereunto affixed in the
presence of

)
)
)

X

THE COMMON SEAL OF
BARCLAYS BANK PLC WAS
HEREUNTO AFFIXED IN
EXECUTION OF THIS DEED
IN THE PRESENCE OF

.....
Authorised Sealing Officer

45/98/0116

