

DATED 16th August 1996

BROADLAND DISTRICT COUNCIL

- and -

MR. & MRS. A. G. EBBAGE

- and -

CHELTENHAM & GLOUCESTER PLC

PLANNING OBLIGATIONS

Supplemental Agreement
under Section 106 of the Town &
Country Planning Act 1990 as
amended by Section 12 of the
Planning and Compensation Act,
1991, relating to Littlewood House,
School Road, Drayton, Norfolk.

STEELE & CO.,
2 The Norwich Business Park,
Whiting Road,
Norwich,
NR4 6DJ

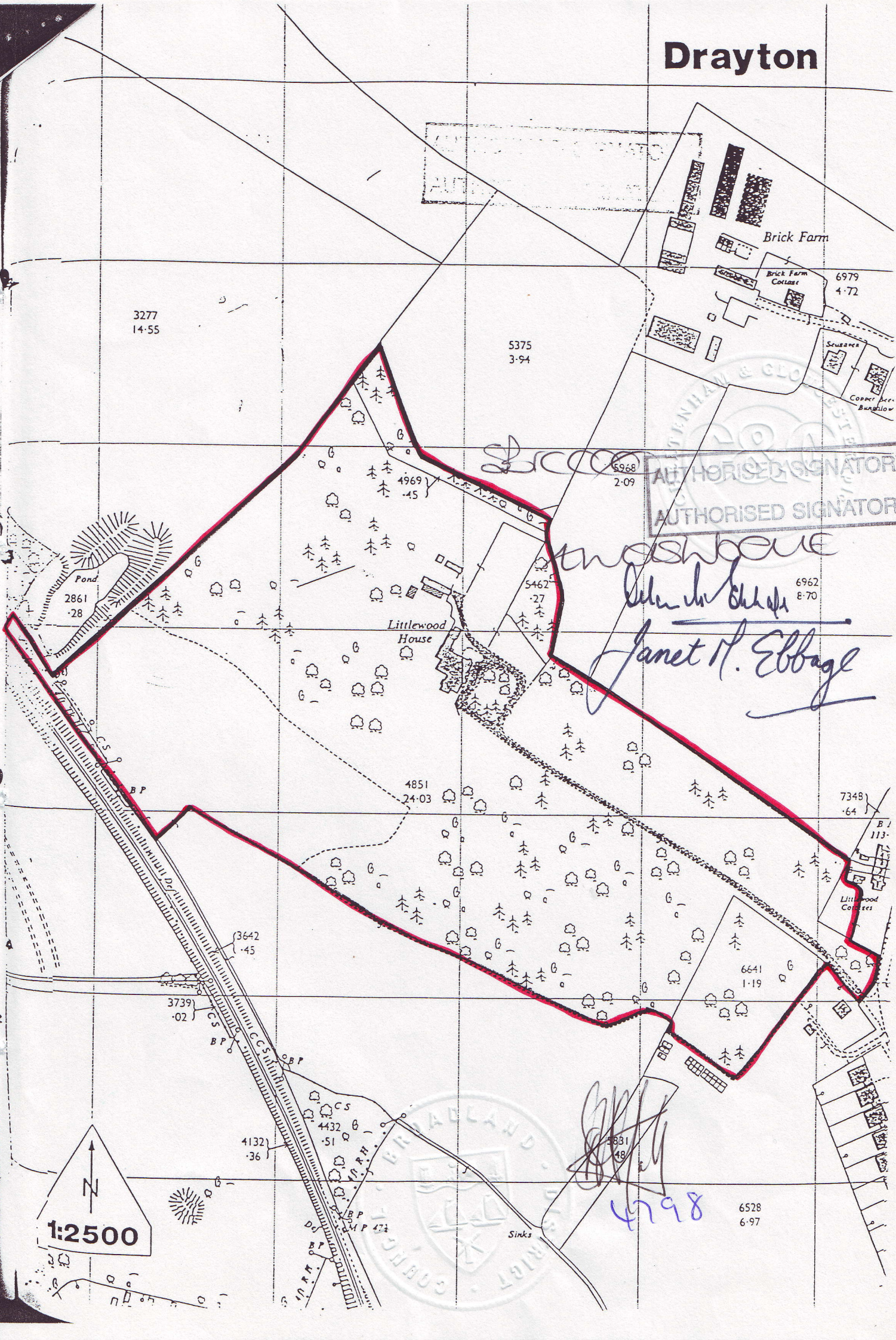
Ref. DEL/9600-0077

THIS PLANNING OBLIGATION is made the 16th day of August One thousand Nine hundred and Ninety-six **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 **ALAN GORDON EBBAGE** and **JANET MARY EBBAGE** both of Littlewood House School Road Drayton in the said County (hereinafter called "the Owner") of the second part **CHELTENHAM AND GLOUCESTER PLC** whose Registered Office is situate at Barnett Way Gloucester (hereinafter called "the Mortgagee") of the third part.

WHEREAS:-

- (1) The obligations imposed by this Deed are planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
- (2) The Council is the Local Planning Authority by whom these obligations are enforceable
- (3) The Owner is seised in fee simple absolute in possession of the property known as Littlewood House aforesaid (hereinafter called "the Property") shown edged red on the plan annexed hereto (hereinafter referred to as "the Plan") subject only to the Legal Charge next herein recited
- (4) By a Legal Charge made the Seventh day of April One thousand Nine hundred and Ninety-two the Property was charged by way of legal mortgage to the Mortgagee to secure the monies therein mentioned
- (5) This Agreement is supplemental to:-
 - (a) an Agreement made the Twenty-eighth day of March One thousand Nine hundred and Ninety between the Council of the one part and the Owner of the other part pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and
 - (b) a Supplemental Agreement made the Fourteenth day of June One thousand Nine hundred and Ninety-three(hereinafter together referred to as "the Agreement")

Drayton



(6) The Owner applied to the Council under reference number 960066 for planning permission for development to be carried out on the Property

(7) The parties hereto have agreed to vary the Agreement in manner hereinafter appearing

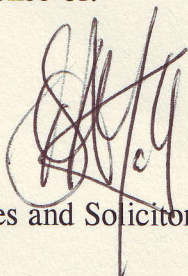
(8) The Council and the Owner and the Mortgagee have agreed subject to planning permission being granted in consequence of the aforesaid application to enter into this planning obligation pursuant to the said Section 106 as amended

NOW THIS DEED WITNESSETH as follows:-

1. Subject to planning permission being granted in consequence of application number 960066 and pursuant to the said Section 106 as amended the Owner and the Mortgagee hereby jointly and severally **AGREE DECLARE AND COVENANT** that from the date on which the aforesaid planning permission shall be granted the Agreement shall at all times be read construed and take effect as if wherever in that document a planning permission reference number is quoted that reference shall be deleted and replaced by planning permission reference number 960066
2. The Owner hereby agrees to indemnify and keep indemnified the Mortgagee from and against all actions costs claims and demands of whatsoever nature arising out of any breach or non-observance of the terms of this Agreement.
3. The expressions "the Council" "the Owner" and "the 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 Mortgagee have caused their respective common seals to be hereunto affixed and the Owner has executed this document as a Deed the day and year first before written

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



Director of Services and Solicitor to the Council



4798

SIGNED AS A DEED by the said ALAN GORDON EBBAGE and JANET MARY EBBAGE in the presence of:-

[Handwritten signature]

2 BLADEN CLOSE
WYBRIDGE
SURREY KT13 0JA

THE COMMON SEAL of CHELTENHAM AND GLOUCESTER PLC

was hereunto affixed in the presence of:-

[Handwritten signature: Alan Gordon Ebbage]
[Handwritten signature: Janet M. Ebbage]



[Handwritten signature]
[Handwritten signature: Anwarshoue]

AUTHORISED SIGNATORY
AUTHORISED SIGNATORY