

Dated THIRD DAY OF NOVEMBER 2007

NORFOLK HOMES LTD

and

LLOYDS TSB plc

**Unilateral Planning Obligation under Section 106 of the Town and
Country Planning Act 1990 relating to land at Wroxham Road/Blue
Boar Lane, Sprowston, Norfolk**

The Planning Law Practice
Wood End, 20 Oaklands Park, Bishops Stortford,
Hertfordshire CM23 2BY

This Obligation is made on the **THIRD** day of **NOVEMBER**, 2007
BY **NORFOLK HOMES LTD** of Weybourne Road, Sheringham, Norfolk NR26
8WB ('the Owner') (1) and **LLOYDS TSB plc** of Leeds Securities Centre, Dept 94-
34, PO Box 5, 4th Floor, 6/7 Park Place, Leeds LS1 5LB ('the Bank') (2).

Background

- (1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated and is the authority which can enforce the matters set out in this Obligation.
- (2) The Owner is the owner of the freehold title of the Site subject to a charge dated 27th September 2006 in favour of the Bank but otherwise free from encumbrances.
- (3) The Application has been made to the Council seeking the approval of certain detailed matters pursuant to planning permission 920758 and planning permission 000898 and the Council has resolved to approve the Application subject to the Owner entering into this Obligation for the purposes of securing the payment of an additional contribution towards the costs to be incurred by the Council in maintaining certain areas of open space within the Site.

Definitions and Interpretation

1. In this Obligation the following words and expressions have the following meanings:

the Act

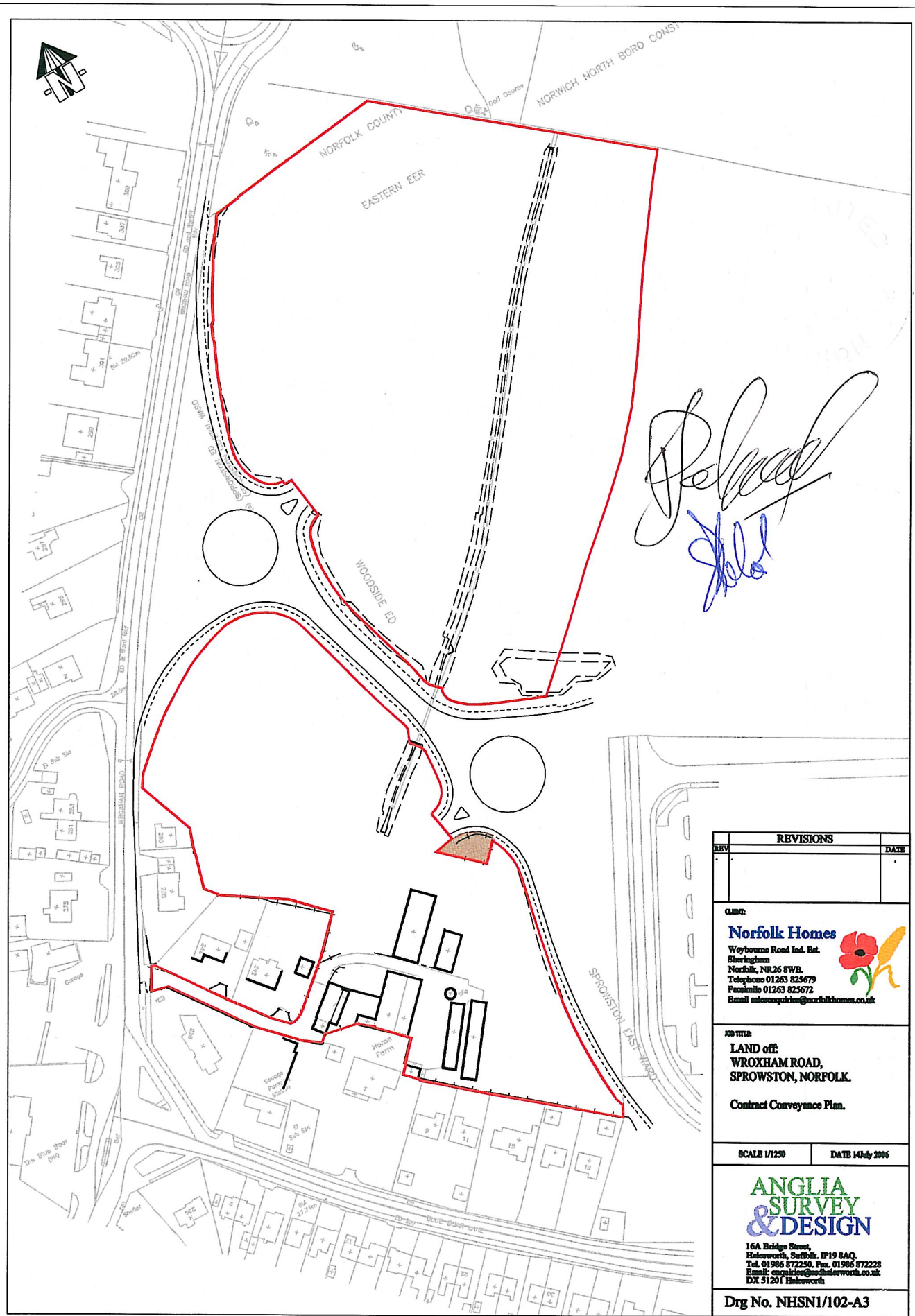
the Town and Country Planning Act 1990

the 1997 Agreement

an agreement entered into by the Council (1) and Diane Margaret Tillett (2) on 18th November 1997 pursuant to Section 106 of the Act

the Application	application no 20070346 submitted to the Council on 14 th May 2007 seeking the approval by the Council of 'Details of Proposed Dwellings and Open Space Areas for Phases 2 & 3 of the Wroxham Road/Blue Boar Lane development as required by Conditions 3 & 6 of planning permission 920758 as amended by Condition 2 of planning permission 000898'
the Bank	Lloyds TSB plc of Leeds Securities Centre, Dept 94-34, PO Box 5, 4 th Floor, 6/7 Park Place, Leeds LS1 5LB
the Council	Broadland District Council of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich
the Open Space	the land defined as Open Space in clause 1.4 of the 1997 Agreement as shown in detail on drawing no NHSN1/EXT-C attached hereto and coloured light green and identified thereon as 'Areas of land to be adopted by Parish or District Council'
the Owner	Norfolk Homes Ltd of Weybourne Road, Sheringham, Norfolk NR26 8WB and its successors in title and assigns to the Site
the Site	land at Wroxham Road/Blue Boar Lane, Sprowston, Norfolk shown edged red on plan no NHSN1/102-A3 attached hereto.

2. This Obligation is made pursuant to Section 106 of the Act and the undertakings contained herein are planning obligations for the purposes of Section 106 of the Act in respect of which:
- (a) the Owner owns the freehold title of the Site under title no NK349319 subject to a charge dated 27th September 2006 in favour of the Bank but otherwise free from encumbrances;
 - (b) the Council is the local planning authority that is entitled to enforce the provisions of this Deed pursuant to the provisions of the Act and the undertakings contained in this Deed shall be so enforceable; and
 - (c) this Deed is entered into in respect of the Site with the intent that it shall bind the Owner's freehold interest in the Site and shall be binding on all successors and assigns in title of the Owner and any persons claiming under or through it (PROVIDED THAT the undertakings herein shall not be enforceable against any bona fide individual purchaser of an individual dwelling constructed on the Site).
3. This Obligation shall come into effect only upon the issue by the Council of a formal approval pursuant to the Application including the approval of drawing number NHSN1/EXT-C attached hereto (or any variation to or replacement of that drawing agreed in writing between the Owner and the Council).
4. In addition to complying with the covenants in the 1997 Agreement the Owner shall pay to the Council on completion of the transfer of the Open Space to the Council pursuant to the provisions of the 1997 Agreement ^{£20,000} the sum of £20,000 (such sum being increased or decreased in the same proportion as any change in the Index of Retail Prices from 1st October 2007 to the end of the quarter immediately preceding the date of payment to the Council) such sum to be used by the Council for the purposes of maintaining the Open Space as provided for in the 1997 Agreement.



REVISIONS		DATE
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CLIENT:
Norfolk Homes
Weybourne Road Ind. Est.
Sheringham
Norfolk, NR26 8WB.
Telephone 01263 825679
Facsimile 01263 825672
Email salesenquiries@norfolkhomes.co.uk

JOB TITLE:
**LAND off:
WROXHAM ROAD,
SPROWSTON, NORFOLK.**

Contract Conveyance Plan.

SCALE 1/1250 DATE 14 July 2006

**ANGLIA
SURVEY
& DESIGN**
16A Bridge Street,
Halesworth, Suffolk. IP19 8AQ.
Tel. 01986 872230. Fax. 01986 872228
Email: enquiries@angliasurveyanddesign.co.uk
DX 51201 Halesworth

Drg No. NHSN1/102-A3

5. The Bank hereby acknowledges the terms of this Obligation and agrees not to develop any part of the Land in which they have an interest otherwise than in accordance with the terms of this Obligation PROVIDED THAT for the avoidance of doubt the Bank shall not otherwise be liable for any breach of any of the covenants in this Obligation.

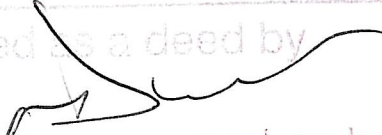
SEALED as a Deed by NORFOLK)
HOMES Ltd in the presence of)

Director



Secretary

SEALED as a Deed by LLOYDS)
TSB BANK in the presence of)

Signed as a deed by

as attorney for and on behalf of
LLOYDS TSB BANK PLC
In the presence of
