

DATED

19<sup>th</sup> JULY

2000

BROADLAND DISTRICT COUNCIL

-AND-

MARK ANTHONY ATKINS  
AND  
MARIE BERYL ATKINS

-AND-

BARCLAYS BANK PLC

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AGREEMENT

Made pursuant to Section 106 of the Town  
and Country Planning Act 1990 and any  
other enabling power relating to the  
development of land at 2 St John's Close  
Coltishall Norwich Norfolk

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Steele & Co  
2 The Norwich Business Park  
Whiting Road  
Norwich NR4 6DJ  
Ref: RAM4349-526-5



**THIS AGREEMENT** dated 19<sup>th</sup> July 2000 is made **BETWEEN**  
**BROADLAND DISTRICT COUNCIL** of Thorpe Lodge Yarmouth Road Thorpe St  
Andrew Norwich Norfolk ("the Council") (1) **MR MARK ANTHONY ATKINS**  
and **MARIE BERYL ATKINS** both of 2 St John's Close Coltishall Norwich  
Norfolk NR12 7HA ("the Applicants") (2) and **BARCLAYS BANK PLC** of Loan  
Protection Department Barclays Mortgage P.O. Box HK4444 Leeds LS11 8DD ("the  
Mortgagees") (3)


**WHEREAS:-**

1. The obligations imposed by this agreement are planning obligations pursuant to section 106 of the Town and Country Planning Act 1990 ("the 1990 Act") and are pursuant to the powers contained in section 111 of the Local Government Act 1972 ("the 1972 Act") and any other powers thereby enabling
2. The Council is the local planning authority by whom these obligations are enforceable.
3. The Applicants are registered as Proprietor with absolute title of the land (hereinafter called "the Land") shown for the purpose of identification only edged red on the plan annexed hereto as the same is registered with Title Number NK 167446 subject to the matters contained in the Charges Register for that Title Number but otherwise free from encumbrances
4. The Mortgagees are the registered proprietor of a Registered Charge dated the fourteenth day of November one thousand nine hundred and ninety seven and registered on the seventeenth day of December one thousand nine hundred and ninety seven
5. The Applicants have applied to the Council under reference 000065 for planning permission to construct a garage extension ("the Development") to be carried out on the Land.





Drawn By	Reference
Date	PLANNING APPLICATION 00.0065
20 MARCH '00	Location
Scale	2 ST JOHN'S CLOSE
1:500	OS Reference
	TQ 2713/2008



**Broadland**  
District Council

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6. The Council has resolved to grant conditional planning consent subject to the Applicants and the Mortgagees entering into this agreement as it does not wish to see a previously approved double garage constructed in addition to the garage extension proposed by the Development.

**NOW THIS DEED WITNESSETH** as follows: -

1. The provisions of clause 2 are conditional upon the grant of the planning permission for the Development in the form of the draft consent annexed

2. The Applicants and the Mortgagees AGREE DECLARE AND COVENANT for themselves and their successors in title with the Council:-

(i) Not to undertake any works to implement the planning permission granted under reference 95.1122 at any time from the date of commencement of any works to implement the Development.

3. The Mortgagees shall only be liable for a breach of this agreement in the event that it has entered into possession of the Land

4. The Applicants and the Mortgagees HEREBY FURTHER AGREE that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Agreement are hereby waived

5. The Applicants hereby request the Chief Land Registrar to register the terms of this agreement at HM Land Registry against title number NK 167446

6. The expressions "The Council" and "the Applicants" and "the Mortgagees" shall include their respective successors in title and assigns and where appropriate the plural shall include the singular and vice versa.

7. Commencement of the Development or any part thereof shall be deemed to have occurred upon the undertaking of any "material operation" as defined in Section 56 of the 1990 Act.



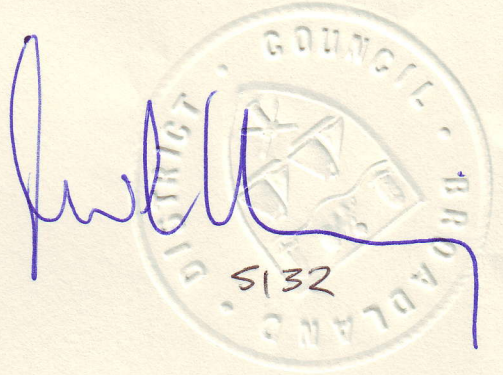
**Schedule**

Draft Planning Consent

IN WITNESS whereof this Agreement has been executed and delivered as a Deed on  
the date first written above

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

)  
)  
)



Director of Planning and Community  
Services Solicitor to the Council

**SIGNED AS A DEED BY MARK ANTHONY**  
**ATKINS** in the presence of: -

)

M.A. Atkins

**SIGNED AS A DEED BY MARIE BERYL**  
**ATKINS** in the presence of: -

)

M.B. Atkins

**SIGNED** for and on behalf of  
**BARCLAYS BANK PLC**  
by

**Pamela Elaine Frisby**

its duly appointed Attorney  
under a Power of Attorney dated 27-3-00  
in the presence of:

Witness

RACHEL ELIZABETH CROSS



MR S A C BUSH  
BRAMBLE LODGE  
BRICK KILN ROAD  
HEVINGHAM  
NORWICH NR10 5NL

Application Number:

000065

**Date of Decision:** 08 MAR 2000

**Description:** GARAGE EXTENSION

**Location:** 2, ST JOHNS CLOSE, COLTISHALL.

**Applicant:** MR & MRS M ATKINS

### Town and Country Planning Act 1990

The Council in pursuance of powers under this Act GRANTS PLANNING PERMISSION for the development referred to above, in accordance with the submitted plans and application forms, and subject to the following conditions.

1. The development hereby permitted shall be begun before the expiration of 5 years from the decision date of this permission.
2. The external materials to be used shall match in type colour and texture those on the existing dwelling or shall otherwise receive prior approval of the Local Planning Authority.
3. The Garage hereby permitted shall be used only for purposes incidental to the occupation and enjoyment of the dwelling house as such and shall not be used for any business, commercial or industrial purposes whatsoever.
4. Prior to the commencement of the development, or the placing of huts, plant or machinery on the site, details as to the siting of protective tree fencing around the existing Oak tree, which shall consist of 1.5 metre high chestnut pale fencing shall be submitted to and approved in writing with the Local Planning Authority, and carried out in accordance with these details. Such agreed fencing shall remain in place for the duration of the building works, and the areas shall remain free of all obstructions, building materials, machinery, equipment and excavations.

The reasons for the conditions are:-

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act, 1990.



2. To ensure the satisfactory appearance of the dwelling.
3. To ensure the proper development of the site without prejudice to the amenities of the area.
4. To maintain as far as possible the appearance of the site and the retention of its natural features.

===== INFORMATIVE =====

The applicant's attention is drawn to the fact that this permission does not permit any tree surgery to be carried out to the existing Oak tree, subject to Tree Preservation Order 497, without the express written consent of the Local Planning Authority. A copy of the Council's Advice Note 7 - Tree Preservation Orders:- a layman's guide is enclosed.

===== NOTES =====

1. If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice on this point can be obtained from the Building Control Section of the Planning and Community Services Directorate.

Signed .....

P. C. KIRBY

Director of Planning & Community Services

Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU