

THIS PLANNING OBLIGATION is made the 18th day of November One Thousand Nine Hundred and Ninety-Three  
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 J W FISHER (MEATS) LIMITED of The Abattoir Old Chapel Road Freethorpe in the said County (hereinafter called "the Company") of the second part LLOYDS BANK PLC whose Registered Office is situate at 71 Lombard Street London EC3P 3BS (hereinafter called "the Bank") of the third part and LORNA ERVINE FISHER of Birch House Old Chapel Lane Freethorpe aforesaid (hereinafter called "Mrs. Fisher") of the fourth 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 Company is seised in fee simple absolute in possession of (inter alia) the property situate in Freethorpe in the County of Norfolk (hereinafter called "the red land") shown edged red on Plan 1 annexed hereto (hereinafter referred to as "Plan 1") subject only to the Legal Charge next herein recited
- (4) By a Legal Charge made the 21st day of June One Thousand Nine Hundred and 1991 the red land was charged by way of legal mortgage to the Bank to secure the monies therein mentioned



(5) Mrs Fisher is seised in fee simple absolute in possession of (inter alia) the property situate in Freethorpe in the County of Norfolk (hereinafter called "the blue land") shown edged blue on Plan 1

(6) The Company applied to the Council under reference number 92.1125 for planning permission for development to be carried out on the red land and the blue land (hereinafter together called "the Property")

(7) The Council the Company Mrs Fisher and the Bank 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 92.1125 and pursuant to the said Section 106 as amended the Company and Mrs Fisher hereby jointly and severally AGREE DECLARE AND COVENANT for themselves and their successors in title with the Council that from the date on which the aforesaid planning permission shall be granted the Property shall be permanently subject to the obligations specified in the Schedule hereto PROVIDED THAT neither the Company nor Mrs. Fisher shall be personally liable hereunder after they shall have disposed of all their title and interest in the red land and the blue land respectively

2. AS Mortgagee of the red land the Bank hereby consents to and agrees to be bound by the terms of this Agreement PROVIDED ALWAYS that no liability shall be imposed on the Bank



63.97

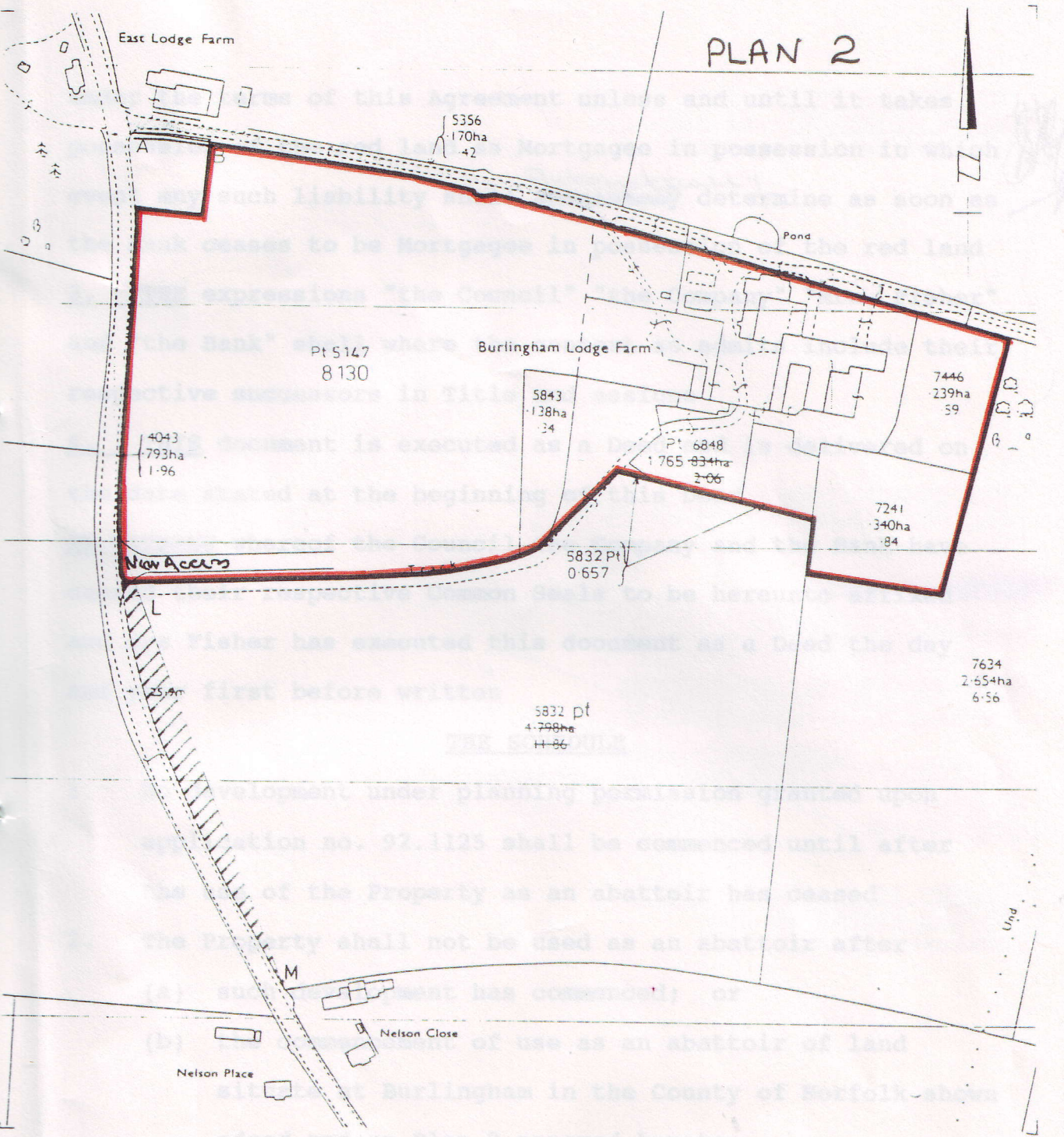
## PLAN 1

# Freethorpe

089ha

ALAN ROBERT DEAN  
MANAGER, ADVANCES





Local Authority No. L.A. 071366  
This Print is based upon the Ordnance Survey Map with the permission of the controller of H.M. STATIONERY OFFICE  
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THIS MAP IS TAKEN FROM ORDNANCE SHEET TG 3710 1972 EDITION

DRAWING No. VE/1873A DATE. MAY 1993 SCALE 1/2500

## BURLINGHAM. Lodge Farm, Disposal of Property.

PROPERTY STRATEGY GROUP

**ALAN ROBERT DEAN**  
**MANAGER, ADVANCES**



under the terms of this Agreement unless and until it takes possession of the red land as Mortgagee in possession in which event any such liability shall <sup>Automatically</sup> ~~absolutely~~ determine as soon as the Bank ceases to be Mortgagee in possession of the red land

*[Handwritten signature]*

3. THE expressions "the Council" "the Company" "Mrs. Fisher" and "the Bank" 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 the Company and the Bank have caused their respective Common Seals to be hereunto affixed and Mrs Fisher has executed this document as a Deed the day and year first before written

THE SCHEDULE

1. No development under planning permission granted upon application no. 92.1125 shall be commenced until after the use of the Property as an abattoir has ceased
2. The Property shall not be used as an abattoir after
  - (a) such development has commenced; or
  - (b) the commencement of use as an abattoir of land situate at Burlingham in the County of Norfolk shown edged red on Plan 2 annexed hereto;

whichever is the sooner

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

*[Handwritten signature]*  
Assistant Chief Executive  
and Solicitor to the Council





THE COMMON SEAL of J W FISHER )  
MEATS (LIMITED) was hereunto )  
affixed in the presence of:- )

THE COMMON SEAL of LLOYDS BANK )  
PLC was hereunto affixed in )  
the presence of:- )

EXECUTED AS A DEED

ALAN ROBERT DEAN  
MANAGER, ADVANCES

ATTORNEY FOR AND ON BEHALF OF  
LLOYDS BANK PLC IN THE PRESENCE OF

MARK JOHN GAYWOOD  
MANAGER, ADVANCES

1 Horse House  
Chester Street  
Widened CB3 0AR

SIGNED AS A DEED by LORNA )  
ERVINE FISHER in the )  
presence of:- )





DATED

18<sup>th</sup> November

1993

BROADLAND DISTRICT COUNCIL

and

J W FISHER (MEATS) LIMITED

and

LLOYDS BANK PLC

and

MRS.L.E.FISHER

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PLANNING OBLIGATIONS

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under Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act, 1991, relating to land at Freethorpe, Norfolk.

B.A.Yates,  
Assistant Chief Executive and  
Solicitor to the Council,  
Broadland District Council,  
Thorpe Lodge, Yarmouth Road,  
Thorpe St. Andrew,  
Norwich, NR7 ODU.

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