

DATED

16th December

2004

BROADLAND DISTRICT COUNCIL

- AND -

N R POWELL DEVELOPMENTS LIMITED

- AND -

BARCLAYS BANK PLC

AGREEMENT

Made pursuant to Section 106 and 106A
of the Town and Country Planning Act
(as amended) 1990 and any other
enabling power relating to the
development of land at the The Abattoir
Old Chapel Road Freethorpe Norfolk

steeles(law)llp
3 The Norwich Business Park
Whiting Road
Norwich NR4 6DJ

THIS AGREEMENT is made the 16th day of December Two thousand and Four BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich in the County of Norfolk (hereinafter called "the Council") of the first part and N R Powell Developments Limited of 1 Nelson Street Southend on Sea Essex SS1 1EG (hereinafter called "the Owner") of the second part and Barclays Bank Plc of Barclays Loan Servicing Centre PO Box 299 Birmingham B1 3PF(hereinafter called "the Mortgagee") of the third part

RECITALS

(A) (1) In this Agreement unless the context otherwise requires the following words shall have the following meanings:-

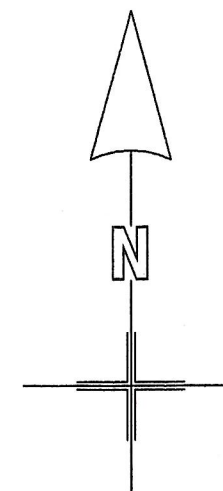
"the Main Agreements" means the Agreement dated 18th November 1993 made between Broadland District Council and J W Fisher (Meats) Limited and Lloyds Bank PLC and Mrs L E Fisher and the Agreement dated 15th March 2001 made between Broadland District Council and Lorna Ervine Fisher and Peter Fisher

"the Revised Permission" means the Permission issued pursuant to Application Number 20041355

WHEREAS

(1) The obligations imposed by this Agreement are planning obligations for the purpose of Section 106 of the Town and

Wheel
reposed



BROADLAND COUNCIL
23 AUG 2004
PLANNING CONTROL

project

**Proposed Residential Development
off Old Chapel Road
Freethorpe
Norfolk**

client

N.R.Powell Developments Ltd

drawing title

Location Plan

drawing no

revision

192/01

scale

date

1:1250

June 2004

Anthony G James
Chartered Architect


28 Millson Bank
Chelmer Village
Chelmsford
Essex CM2 6QD

Tel/Fax
01245-466075

HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

BARCLAYS BANK PLC
LOAN SERVICING CENTRE
P.O. BOX 299
BIRMINGHAM B1 8PF

Country Planning Act 1990 (hereinafter called "The 1990 Act")
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 registered as proprietors with absolute title of the land at The Abattoir Old Chapel Road Freethorpe Norfolk ("the Land") as the same is shown for the purpose of identification only edged red on the plan annexed ("the Plan") as the same is registered with Title Number NK 201175 subject to ~~a~~ legal charges dated ~~5 October~~ ^{1st SEPTEMBER and 1st NOVEMBER 2004} 2004 in favour of Barclays Bank Plc  contained in the Charges Register for that Title Number but otherwise free from encumbrances
- (4) This Agreement is supplemental to the Main Agreements dated 18th November 1993 and 15th March 2001 and the Council and the Owner now wishes to amend the terms of those Agreements
- (5) The Owners have made application to vary the terms of the Permission as defined in the Main Agreements under reference number 20041355
- (6) The Council has resolved to permit the variation requested by the Owners

NOW THIS DEED WITNESSETH as follows:-

- 1 The Owners covenant with the Council not to implement the Revised Permission other than in accordance with the terms of the Main Agreements which shall apply to the Permission and the Revised Permission to the extent that each is implemented
- 2 The Owners and the Council further covenant and agree that as from the date of this Agreement Paragraph 1 of the Second Schedule to the Agreement dated 15 March 2001 and made between the Council (1) and Lorna Ervine Fisher (2) and Peter Fisher (3) be modified to read as follows:-

“To layout and plant the Land in accordance with the details to be approved under planning permissions reference numbers 921125 and 96.1144 and 20041355 or reserved for future approval by the Council by those permissions and subsequently approved by the Council (“the Works”) to the reasonable satisfaction of the Council’s Head of Planning and Conservation before the occupation of any of the dwellings comprising the Development”
3. The Owners and the Council also covenant and agree that the Main Agreements shall be construed and operate so as to give affect to the modification made under clause 2 above and that the Main Agreements shall remain in full force and effect subject to the said modification
4. This Agreement is a local land charge and upon completion shall be registered by the Council as such

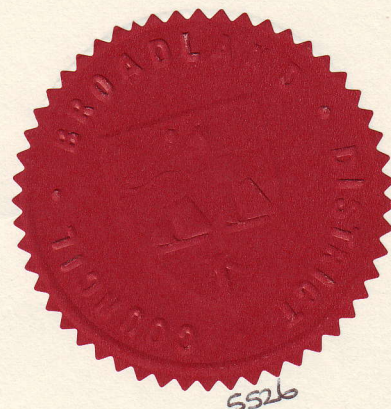
IN WITNESS whereof this Agreement has been executed and

delivered as a Deed on the date first written above

THE COMMON SEAL of)

BROADLAND DISTRICT COUNCIL)

was hereunto affixed in the presence of)



[Handwritten signature]

Head of Corporate Services and Monitoring Officer

SIGNED AS A DEED BY

N R POWELL DEVELOPMENTS LIMITED

In the presence of

[Handwritten signature]

Authorised signature

[Handwritten signature]

Authorised signature

[Handwritten signature]

SIGNED FOR AND ON BEHALF OF BARCLAYS BANK PLC

BY ITS DULY APPOINTED ATTORNEY UNDER A POWER OF ATTORNEY

DATED.....

IN THE PRESENCE OF

Signed as a deed
By Christopher John Coffin
as Attorney for and
on behalf of
Barclays Bank PLC
in the presence of
P. Stewart
Name

[Handwritten signature]
Signature

INITIALS	DATE
QC	PSS