

DATED 3 MAY 2002

BROADLAND DISTRICT COUNCIL

And

Mr R.M. Seago

PLANNING OBLIGATION

Under Section 106 of the Town & Country  
Planning Act 1990 as amended by Section 12  
of the Planning and Land Compensation Act 1991,  
relating to Land on the West side of Mill Road,  
South Walsham, Norfolk

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



THIS PLANNING OBLIGATION is made the 3<sup>rd</sup> day of MAY 2002

BETWEEN

BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew in the County of Norfolk (hereinafter called "the Council") of the one part;

and

RICHARD MICHAEL SEAGO of Iona, Pilson Green, South Walsham, Norfolk (hereinafter called "the Owner") of the other part.

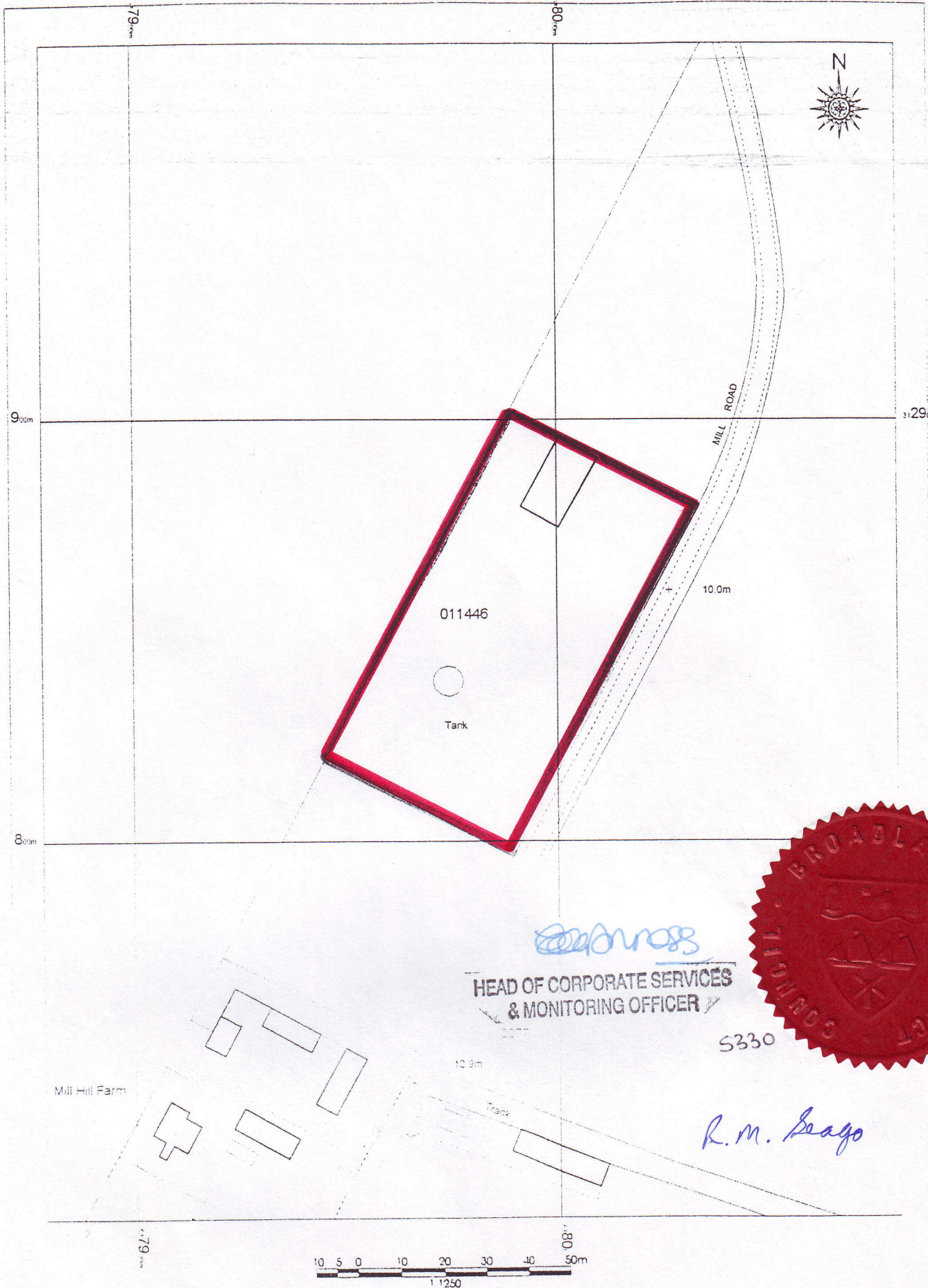
WHEREAS:-

1. A Planning Obligation dated 20<sup>th</sup> August 1992 has been entered into by the parties to this Agreement.
2. The Parties wish to vary the terms of the Planning Obligation dated 20<sup>th</sup> August 1992 as a result of a further planning application made by the Owner
3. The Owner is seised in fee simple absolute in possession of the property known as land on the west side of Mill Road, South Walsham, Norfolk (hereinafter called "the Property") shown edged red on the plan annexed hereto (hereinafter referred to as "the Plan") subject to matters contained in the Charges Register of Titles No's NK119404 and NK90903 but otherwise free of encumbrances.
4. The Owner applied to the Council under reference number 01.1446 for planning permission for development to be carried out on the Property.
5. The Council and the Owners 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:-

- 1.1 This Agreement and the covenants that appear hereinafter are made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972





Drawn By	Reference	 <b>Broadland</b> <b>District Council</b>
Date	Location	
08 Nov 01	Mill Road, South Walsham	
Scale	OS Reference	
1:1250	TG3798012850	<small>This material has been reproduced from Ordnance Survey digital data with the permission of the Controller of Her Majesty's Stationery Office.  © Crown copyright. Licence No LA077321</small>



Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and any other enabling power

- 1.2 The covenants that appear hereinafter are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council
- 1.3 This Agreement is a Deed and may be modified or discharged in part or in total at any time after the date of this Agreement by agreement between the parties in the form of a Deed
- 1.4 This Agreement is a local land charge and upon completion shall be registered by the Council as such
- 1.5 No waiver (whether express or implied) by the Council of any breach or default by the Developers in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof
- 1.6 Any provision of this Agreement which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Agreement
- 1.7 This Agreement shall be governed by the laws of England
- 1.8 No party shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Land or the part of the Land in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting of any party's interest in the Land or any part thereof in respect of which any such breach has taken place



1.10 This Agreement shall cease to have effect if either:-

1.10.1 the Permission is quashed revoked or otherwise withdrawn; or

1.10.2 planning permission on the Land is granted subsequently and implemented for proposals incompatible with the Development

## 2. GENERAL

2.1 The Owner HEREBY FURTHER AGREES that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of the Agreement are hereby waived

2.2 THE expressions “the Council” and “the Owner” shall where the context so admits include their respective successors in Title and assigns.

2.3 As from the date of this Agreement the Planning Obligation dated 20<sup>th</sup> August 1992 shall be of no further effect

## 3. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties ) Act shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person’s own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act.

## 4. COVENANTS

4.1 The Owner hereby covenants and undertakes with the Council so as to bind the Land and each and every part thereof to carry out and comply with the obligations set out in this Agreement

## 5 THE OBLIGATION

5.1 No more than one dwelling shall be constructed on the Land.



5.2 The construction of any dwelling on the Property will not be commenced until the mill roundhouse, trestle and buck are completed.

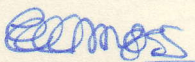
5.3 Occupation of any dwelling on the Property shall commence no sooner than all materials have been purchased for the sails of the Mill and construction of the sail frames has been completed.

5.4 The sails and sail frames are to be attached to the Mill no later than 31<sup>st</sup> December 2004.

5.5 Any dwelling on the Property shall be occupied only by a person employed in the supervision of the mill on the Property together with members of his or her family

IN WITNESS whereof the Council has caused its Common Seal 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:- )

  
HEAD OF CORPORATE SERVICES  
& MONITORING OFFICER

5330



SIGNED AS A DEED by )  
RICHARD MICHAEL SEAGO )  
In the presence of :- )

*R. M. Seago.*

*Mr Rogers.*  
*Mark Rogers*  
*Wayford Mill*  
*Smallburgh.*