

DATED 14th September 1998

BROADLAND DISTRICT COUNCIL

- and -

SIR J. W. WHITE

- and -

BARCLAYS BANK PLC

PLANNING OBLIGATIONS

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 being
part of the Guestwick Estate,
Norfolk.

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

Ref. DEL/9705-1689

THIS PLANNING OBLIGATION is made the 14th day of September One thousand Nine hundred and Ninety-eight **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 and **SIR JOHN WOOLMER WHITE** of Salle Hall Salle Near Reepham in the said County (hereinafter called "the Owner") of the second part and **BARCLAYS BANK PLC** of PO Box 4 17 Market Place Fakenham NR21 9BU (hereinafter called "the Bank") of the third part.

WHEREAS:-

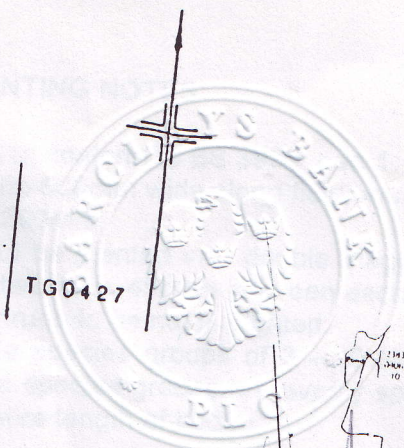
- (1) The obligations imposed by this Deed are planning obligations for the purposes of Section 106 of the Town & Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991
- (2) The Council is the Local Planning Authority by whom these obligations are enforceable
- (3) The Owner is seised in fee simple absolute in possession of (inter alia) the property being part of the Guestwick Estate in the County of Norfolk (hereinafter called "the Property") shown edged red on the plan marked A annexed hereto (hereinafter referred to as "Plan A") subject only to the Legal Charge next herein recited
- (4) By a Legal Charge made the Fifteenth day of October One thousand Nine hundred and Ninety-three the Property (together with other property) was charged by way of legal mortgage to the Bank to secure the monies therein mentioned
- (5) The Owner served on the Council a Hedgerow Removal Notice under regulation 5(1)(a) of the Hedgerow Regulations 1997 for permission to remove certain hedgerows ("the hedgerows") shown coloured brown on the plan marked B annexed hereto (hereinafter referred to as "Plan B")
- (6) The Council the Owner and the Bank have agreed subject to the Council's agreement to the removal of the hedgerows to enter into this planning obligation pursuant to the said Section 106 as amended

NOW THIS DEED WITNESSETH as follows:-

1. Subject to the commencement of the removal of the hedgerows and pursuant to the said Section 106 as amended the Owner and the Bank hereby jointly and severally **AGREE**

NOTE: THE LAND INTENTED FOR SALE IS NOT INCLUDED IN THIS TITLE

PLAN A



TG0427

APK
Authorised Sealing Officer
45/98/8/9



PLAN B

HEDGEROW PROPOSALS

HEDGE PLANTING NOTES

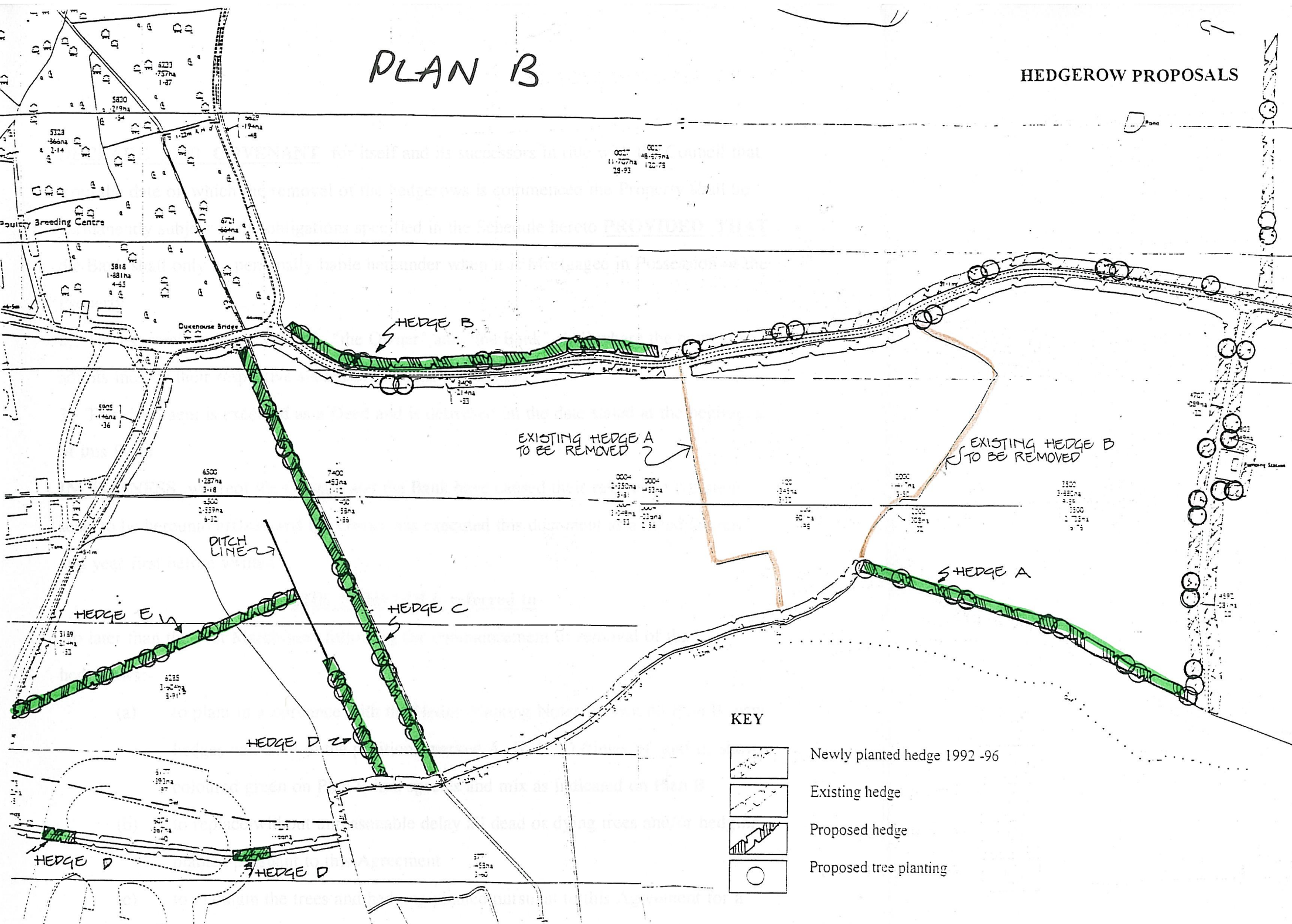
Hedge plants to conform to BS 3936: part 1.
Cultivate a strip 600mm wide along field boundary to a depth of 300mm.
Transplants to be planted in a double staggered row, 7No plants/2 lin m. 450mm between each row.
All hedging shrubs to be notch planted.
Plant in single species groups of 3 - 10 No per group. Ensure species groups are evenly spaced throughout entire length of hedge.

Feathered trees are to be pit planted in pit 600x600x600mm, sides and base well broken, randomly within hedge, min 6m apart. Pits are to be backfilled with excavated material and approved tree planting compost at manufacturers recommended rates. All feathered trees are to be staked and tied using 1No softwood pressure treated stake 2mx75mm dia. driven into ground. Stake height not to exceed one third of tree height.

PROTECTION All hedging plants and feathered trees are to be suitably protected against rabbit attack.

MAINTENANCE

Hedge plants to be regularly checked against rabbit damage. Coppice down as necessary to encourage strong basal growth.
Regularly check condition of stakes, ties and guards. Replace broken or missing items, Adjust ties if necessary to prevent rubbing of bark.
Ensure sufficient water is applied to maintain healthy growth.



KEY

- Newly planted hedge 1992-96
- Existing hedge
- Proposed hedge
- Proposed tree planting

HEDGE A 45% Hawthorn
25% Field Maple
15% Hazel
5% Dogwood
5% Crab Apple
Tree species Oak & Ash

HEDGE B 60% Hawthorn
20% Field Maple
10% Blackthorn
5% Hazel
5% Dogrose
Tree species Oak & Ash

HEDGE C 55% Hawthorn
20% Field Maple
10% Hazel
5% Dogwood
5% Crab Apple
5% Blackthorn
Tree species Oak & Ash

HEDGE D 60% Hawthorn
20% Field Maple
15% Crab Apple
5% Dogwood
Tree species Oak

HEDGE E 45% Hawthorn
20% Field Maple
15% Blackthorn
15% Hazel
5% Crab Apple
Tree species Oak & Ash

THE LANDSCAPE PARTNERSHIP

Project MANOR FARM, QUESTWICK

Drawing HEDGEROW SPECIFICATION

Dwg. No. 97 221 / 01

Scale N.A.

Date MARCH 1998

Drawn LD Checked

Bedford 01234 261315
Woodbridge 01394 380509
London 0171 515 4188
Dublin 01 661 0419

Do not scale off drawing. All dimensions & levels are to be checked on site. Any discrepancies must be reported to the landscape architect immediately.
© THE LANDSCAPE PARTNERSHIP LTD

DECLARE AND COVENANT for itself and its successors in title with the Council that from the date on which the removal of the hedgerows is commenced the Property shall be permanently subject to the obligations specified in the Schedule hereto **PROVIDED THAT** the Bank shall only be personally liable hereunder when it is Mortgagee in Possession of the Property

2. The expressions "the Council" "the Owner" and "the Bank" shall where the context so admits include their respective successors in Title and assigns

3. This document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

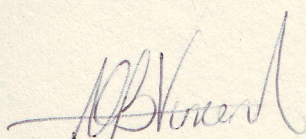
IN WITNESS whereof the Council and the Bank have caused their respective common seals to be hereunto affixed and the Owner has executed this document as a Deed the day and year first before written

THE SCHEDULE referred to

No later than the 31st March next following the commencement of removal of the hedgerows:-

- (a) to plant in accordance with the Hedge Planting Notes shown on Plan B new hedges and trees in the positions marked A, B, C, D (times 3), and E, shown coloured green on Plan B in a species and mix as indicated on Plan B
- (b) to replace without unreasonable delay all dead or dying trees and/or hedging planted pursuant to this Agreement
- (c) to maintain the trees and hedging planted pursuant to this Agreement for a minimum period of Thirty years from the date of planting in accordance with the Maintenance Notes on Plan B

451981821
THE COMMON SEAL of BARCLAYS BANK
PLC was hereunto affixed in
the presence of:-


Authorised Sealing Officer

