

THIS PLANNING OBLIGATION is made the *Sixth* day of *April* One Thousand Nine Hundred and Ninety-Two 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 REGINALD ALAN BAILEY MARY CHRISTINE BAILEY and ADRIAN BAILEY all of The Cottage Brick Kiln Road Hevingham in the said County (hereinafter called "the Owner") of the second part and BARCLAYS BANK PLC whose Registered Office is situate at 50-54 Lombard Street London (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) ALL THAT piece or parcel of freehold land situate at Brick Kiln Road Hevingham in the County of Norfolk (hereinafter called "the Property") shown edged red on Plan A annexed hereto subject to the covenants and provisos contained in a Conveyance dated the Twenty-Second day of November One Thousand Nine Hundred and Ninety-One made between Thomas Charles Fines Marjorie Fines Alan Thomas Fines and David Charles Fines (1) and the Owner (2) and to the Legal Charge next herein recited
- (4) By a Legal Charge made the Twenty-Second day of November

One Thousand Nine Hundred and Ninety-One the Property was charged by way of legal mortgage to the Bank to secure the monies therein mentioned

(5) The Owner applied to the Council under reference number 91.1448 for planning permission for development to be carried out on the Property

(6) The Council the Owners 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

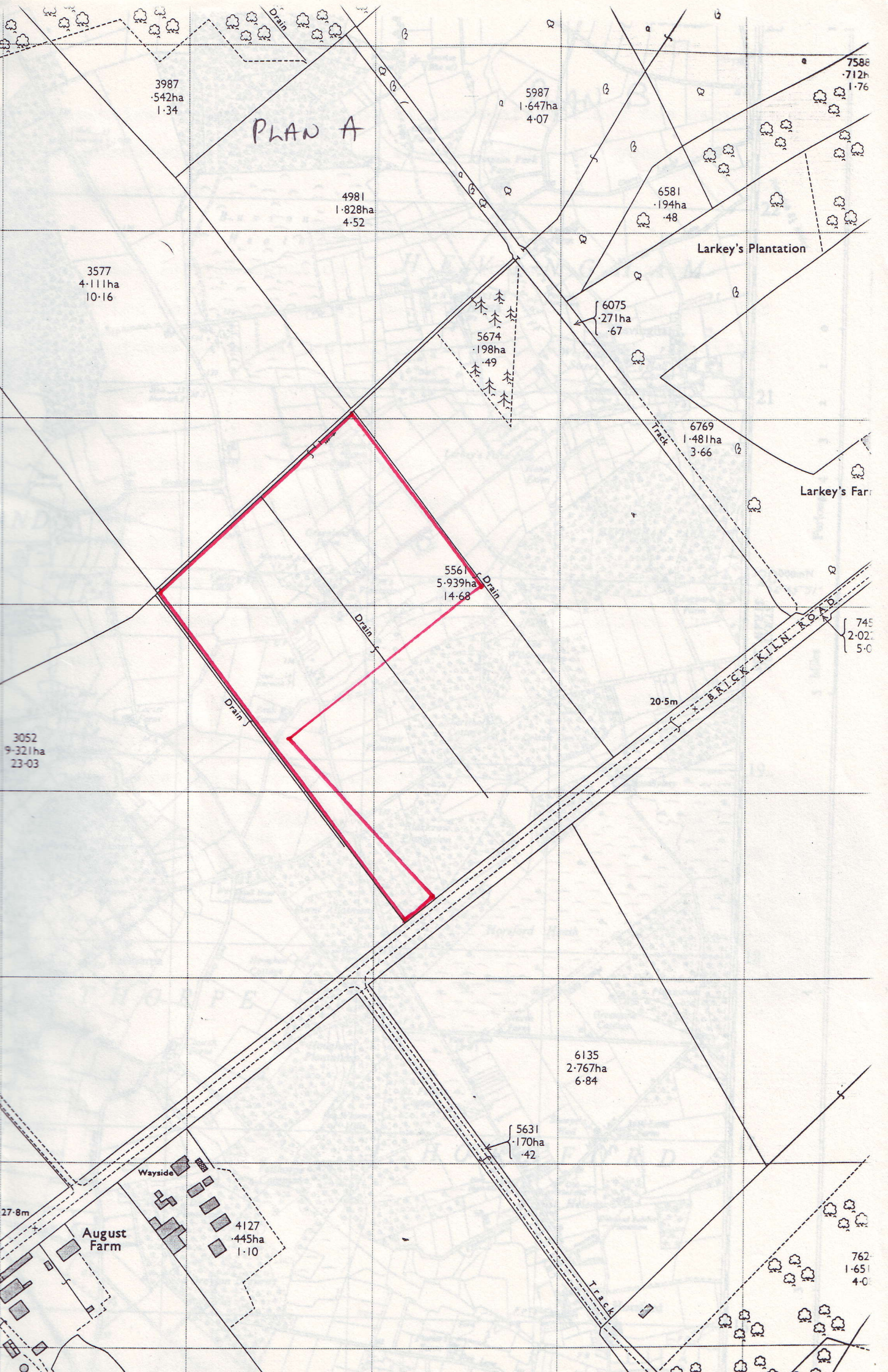
NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of application number 91.1448 and pursuant to the said Section 106 as amended the Owner and the Bank 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 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



PLAN A

3987
542ha
1.34

5987
1.647ha
4.07

7588
712ha
1.76

4981
1.828ha
4.52

6581
1.94ha
4.8

Larkey's Plantation

3577
4.111ha
10.16

6075
271ha
67

5674
1.98ha
49

6769
1.481ha
3.66

Larkey's Farm

5561
5.939ha
14.68

745
2.02ha
5.0

3052
9.321ha
23.03

6135
2.767ha
6.84

5631
1.70ha
42

762
1.65ha
4.0

August Farm

4127
445ha
1.10

Wayside

BRICK KILN ROAD

20.5m

27.8m



respective Common Seals to be hereunto affixed and the Owner has executed this document as a Deed the day and year first before written

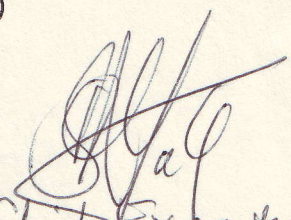
THE FIRST SCHEDULE

(1) That for the duration of any development which may be permitted upon the Property the Property shall not be used for the purposes so permitted unless all vehicles under the direct control of the Owner or their contractors which travel to and from the Property approach and leave the Property over the whole of the length of the highway coloured red on Plan B annexed hereto ("the Specified Route")

(2) The Owner shall comply with any directions given by the Norfolk County Council for the purpose of ensuring that the Specified Route is used by the said vehicles visiting the Property

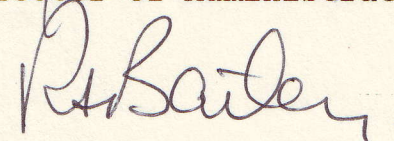
(3) The Owner shall use their best endeavours to ensure that the Specified Route is brought to the attention of all contractors and other persons visiting the Property

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


Assistant Chief Executive
and Solicitor to the Council
Director of Administration



SIGNED AS A DEED by the said)
REGINALD ALAN BAILEY in the)
presence of:-)



A T MALLONS.
23 ST MARY CARR.
DISS.

SIGNED AS A DEED by the said)
MARY CHRISTINE BAILEY in the)
presence of:-)

M.C. Bailey

V Clarke
The ROSARY
BRICK KILN Rd.
HEVINGHAM

SIGNED AS A DEED by the said)
ADRIAN BAILEY in the presence)
of:-)

A Bailey

V Clarke
The ROSARY
BRICK KILN Rd.
HEVINGHAM

45A2/173

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

[Signature]



Authorised Sealing Officer



DATED

1992

BROADLAND DISTRICT COUNCIL

and

MR. & MRS. R. A. BAILEY AND
MR.A.BAILEY

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 Land Compensation Act, 1991, relating to Land at Brick Kiln Road, Hevingham, Norfolk.

B.A.Yates, *Assistant Chief Executive*
~~Director of Administration~~ *Solicitor to the Council*
Broadland District Council,
Thorpe Lodge, Yarmouth Road,
Thorpe St. Andrew,
Norwich, NR7 ODU.

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