

THIS PLANNING OBLIGATION is made the *twentieth* day of

January One Thousand Nine Hundred and Ninety-Four 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 KEITH DAWSON COLMAN and MARY ANNE
COLMAN both of The Mill House Mill Road Horstead in the said
County and NICOLA JANE EDELSTEN of Pheasant House South Walsham
in the said County (hereinafter called "the Owner") of the second
part BARCLAYS BANK PLC whose Registered Office is situate at 54
Lombard Street London EC3P 3AH (hereinafter called "the Bank")
of the third part and RICHARD STEPHEN BALMFORTH of Amberwood
Norwich Road Ludham Norfolk (hereinafter called ("the
Contracting Purchaser") 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 Owner is seised in fee simple absolute in possession of (inter alia) the property situate at Green Lane Horstead Norfolk shown in part edged red (hereinafter called "the red land) and in part edged blue (hereinafter called "the blue land") (hereinafter together called "the Property") on the Plan annexed hereto (hereinafter referred to as "the Plan") subject to the rights covenants agreement and declaration contained or referred to in a Conveyance dated the Thirtieth day of December One

Thousand Nine Hundred and Eighty-seven made between the said K.D.Colman and M.A.Colman (1) N.J.Edelsten (2) and K.D. and M.A.Colman and N.J.Edelsten (3) and to the Legal Charge next herein recited

(4) By a Legal Charge made the Thirtieth day of December One Thousand Nine Hundred and Eighty-seven the Property was charged by way of legal mortgage to the Bank to secure the monies therein mentioned

(5) The red land is the subject of an Agreement under Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions (Act) 1982 dated the Twenty Eighth day of November One Thousand Nine Hundred and Eighty Nine made between the Council (1) and the Owners (2) (hereinafter called "the Section 52 Agreement").

(6) On the Twelfth day of July One thousand Nine hundred and Ninety-three the Owner entered into an Agreement for Sale with the Contracting Purchaser for the sale to him of the red land.

(7) The Contracting Purchaser applied to the Council under reference number 93.1011 for planning permission for development to be carried out on the red land.

(8) The Council the Owners the Bank and the Contracting Purchaser 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 93.1011 and pursuant to the said Section 106 as amended the Owner the Bank and the Contracting Purchaser

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hereby respectively 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 red land shall be permanently subject to the obligations specified in the First Schedule hereto and the blue land shall be subject to the obligations specified in the Second Schedule hereto PROVIDED THAT the Bank shall only be personally liable hereunder when it is Mortgagee in Possession of the Property or any part thereof

2. IT IS HEREBY AGREED AND DECLARED that the Section 52 Agreement shall henceforth be cancelled.

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

THE FIRST SCHEDULE referred to

None of the dwellings and/or flats permitted by the said planning permission shall be occupied by a person under the age of Fifty-Five years unless he or she is the spouse of an occupier who is himself or herself over the age of Fifty-Five years or widow or widower of a previous occupier who was himself or herself over the age of Fifty-Five years when the widow or widower resided in the dwelling and/or flat with that former occupier

THE SECOND SCHEDULE referred to

Not at any time hereafter to implement in any way or carry out any of the development authorised by the planning permission granted by the Council under reference number 87.2540

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



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[Signature]
Assistant Chief Executive and Solicitor
to the Council

SIGNED AS A DEED by the said)
KEITH DAWSON COLMAN in the)
presence of:-)

[Signature]

[Signature]
[Signature]
[Signature]

SIGNED AS A DEED by the said)
MARY ANNE COLMAN in the)
presence of:-)

[Signature]

[Signature]
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[Signature]

SIGNED AS A DEED by the said)
NICOLA JANE EDELSTEN in the)
presence of:-)

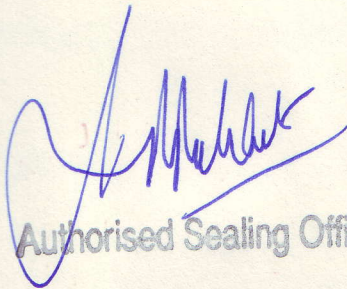
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THE COMMON SEAL of BARCLAYS)
BANK PLC was hereunto affixed)
in the presence of:-)
of:-)




Authorised Sealing Officer

SIGNED AS A DEED by the said)
RICHARD STEPHEN BALMFORTH)
in the presence of:-)

DATED

17th January

1994

BROADLAND DISTRICT COUNCIL

and

MR.K.D. & MRS.M.A.COLMAN

and

N.J.EDELSTEN

and

BARCLAYS BANK PLC

and

R. S. BALMFORTH ESQ.

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 Property situate at Mill Road/Green Lane, Horstead, in the County of 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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