

THIS PLANNING OBLIGATION is made the thirtieth day of December One Thousand Nine Hundred and Ninety-One 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 NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich in the said County (hereinafter called "the Owner of the Red Land") of the second part JAMES EDWARD IBBOTSON of Thistledown Norwich Road Burlingham in the said County (hereinafter called "the Contracting Purchaser of the Red Land") of the third part the said JAMES EDWARD IBBOTSON (hereinafter called "the Owner of the Blue Land") of the fourth part and A.O.SPANDLEY LIMITED (Company Number 2011249 ) whose Registered Office is situate at 6 Paddock Farm Drive Filby Great Yarmouth in the said County (hereinafter called "the Contracting Purchaser of the Blue Land") of the fifth 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 of the Red Land is seised in fee simple absolute in possession of the property described in the First Schedule hereto (hereinafter called "the Red Land") shown edged red on Plan 1 annexed hereto (hereinafter referred to as "Plan 1")



(4) On the *fifth* day of *December* One Thousand Nine Hundred and Ninety-One the Owner of the Red Land entered into an Agreement for Sale with the Contracting Purchaser of the Red Land for the sale to them of the Red Land

(5) The Owner of the Blue Land is seised in fee simple absolute in possession of the property described in the Second Schedule hereto (hereinafter called "the Blue Land") shown edged blue on Plan 2 annexed hereto (hereinafter referred to as "Plan 2")

(6) On the *fifth* day of *December* One Thousand Nine Hundred and Ninety-One the Owner of the Blue Lane entered into an Agreement for Sale with the Contracting Purchaser of the Blue Land for the sale to him of the Blue Land

(7) The Contracting Purchaser of the Red Land applied to the Council under reference number 91.1015 for planning permission for development to be carried out on the land shown edged green within the Red Land on Plan 1 (hereinafter called "the Green Lane")

(8) The Council the Owner of the Red Land the Contracting Purchaser of the Red Land the Owner of the Blue Land and the Contracting Purchaser of the Blue Land 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 91.1015 and pursuant to the said Section 106 as amended the Owner of the Red Land the



B M 26.26m

25.1m

G P

Sunny Way

El Sub Sta

The Corner House

West View

Edelweiss

4893  
1.910ha  
4.72

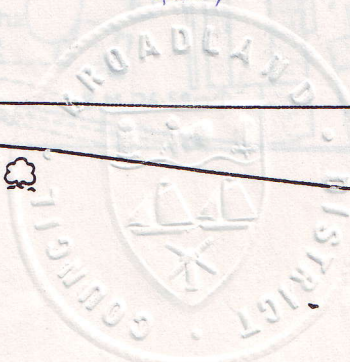
3683  
2.295ha  
5.67

PLAN 1

Church  
Plantation

5306  
5.10ha  
1.26

4377



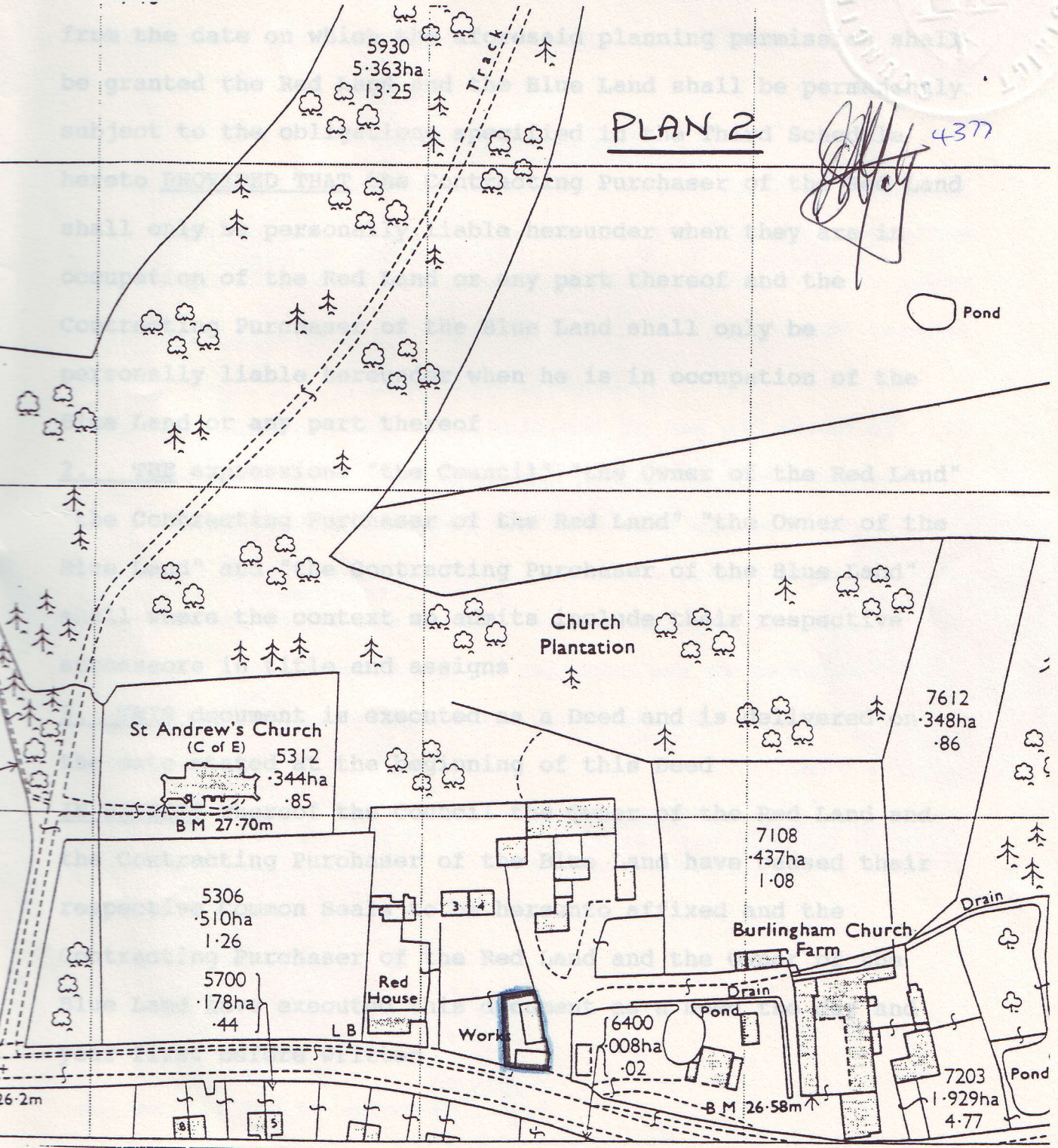
*[Handwritten signature]*



PLAN 2

*[Signature]* 4377

Pond





Contracting Purchaser of the Red Land the Owner of the Blue Land and the Contracting Purchaser of the Blue Land 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 Red Land and the Blue Land shall be permanently subject to the obligations specified in the Third Schedule hereto PROVIDED THAT the Contracting Purchaser of the Red Land shall only be personally liable hereunder when they are in occupation of the Red Land or any part thereof and the Contracting Purchaser of the Blue Land shall only be personally liable hereunder when he is in occupation of the Blue Land or any part thereof

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



THE FIRST SCHEDULE

ALL THAT piece of freehold land adjoining Thistledown Norwich Road Burlingham in the County of Norfolk as the same forms part of the property registered at H.M. Land Registry under Title Number NK38667 and shown edged red on Plan 1 annexed hereto

THE SECOND SCHEDULE

ALL THAT freehold property known as The Forge Yarmouth Road Burlingham Parish Norfolk registered at H.M. Land Registry under Title Number NK34015 and shown edged blue on Plan 2 annexed hereto

THE THIRD SCHEDULE

1. To cease the use of the Blue Land within seven days of commencement of use of any industrial unit on the land edged green on Plan 1 or not later than four months from the date hereof whichever is the sooner
2. The use of any industrial unit on the Green Land shall be restricted to the occupier of the property known as Thistledown Norwich Road Burlingham shown edged orange on Plan 1

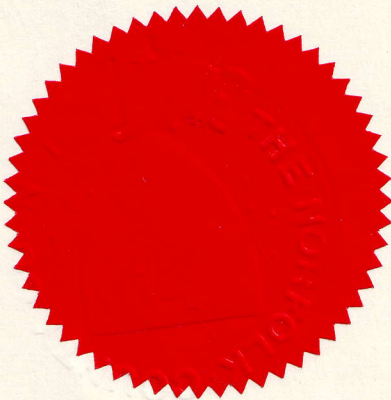
THE COMMON SEAL of BROADLAND )  
DISTRICT COUNCIL was hereunto )  
affixed in the presence of:- )



Director of Administration



THE COMMON SEAL of NORFOLK )  
COUNTY COUNCIL was hereunto )  
affixed in the presence of:- )



*A. O. Spandley*

SIGNED AS A DEED by JAMES EDWARD )  
IBBOTSON in the presence of:- )

*J E Ibbotson*

*Witness - Legal Associates with  
Messrs. Kirk & Co. Solicitors  
Ade. N. S. Lk.*

THE COMMON SEAL of A.O.SPANDLEY )  
LIMITED was hereunto affixed in )  
the presence of:- )



*A. O. Spandley*  
*Spandley*

Director:

Secretary:



DATED 30th December 1991

BROADLAND DISTRICT COUNCIL

and

NORFOLK COUNTY COUNCIL

and

MR.J.E.IBBOTSON

and

A.O.SPANDLEY LIMITED

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PLANNING OBLIGATIONS

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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 adjoining Thistledown, Norwich Road, Burlingham, Norfolk and The Forge, Yarmouth Road, North Burlingham, Norfolk.

B.A.Yates,  
Director of Administration,  
Broadland District Council,  
Thorpe Lodge, Yarmouth Road,  
Thorpe St. Andrew,  
Norwich, NR7 ODU.

111POB.DEL.