

DATED

21<sup>st</sup> December

1998

BROADLAND DISTRICT COUNCIL

- and -

G. BRAITHWAITE ESQ.

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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 Compensation Act,  
1991, relating to Rackheath Hall,  
Rackheath, Norfolk.

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

Ref. DEL/9800-4628



THIS PLANNING OBLIGATION is made the

21<sup>st</sup>

day of

December

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 one part and GEORGE BRAITHWAITE

of 3 Silver Street Cheshunt Hertfordshire (hereinafter called "the Owner") of the other part

WHEREAS:-

(1) This Agreement is supplemental to:-

- (a) an Agreement dated the 27th day of July 1992 made between the Council (1) Dow-nell Construction Limited (2) and Lloyds Bank PLC (3)
- (b) a supplemental Agreement dated the 25th January 1996 made between the same parties in the same order
- (c) a supplemental Agreement dated the 28th April 1997 made between the same parties in the same order

together referred to as ("the Agreement")

(2) 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

(3) The Council is the Local Planning Authority by whom these obligations are enforceable

(4) The Owner is seised in fee simple absolute in possession of the property known as Rackheath Hall Rackheath Norfolk (hereinafter called "the Property") shown edged red on the plan annexed hereto (hereinafter referred to as "the Plan") subject to those matters contained or referred to in the Charges Register of Title Number NK108706 but otherwise free from incumbrances.

(6) The Owner applied to the Council under reference numbers 980553 and 980554 for planning permission for development to be carried out on the Property

(7) The Council and the Owner have agreed to vary the obligations in the Agreement in manner following.



**NOW THIS DEED WITNESSETH** as follows:-

- 1. The Council and the Owner have agreed that the Agreement shall be read and construed as if the Phasing Schedule herein was substituted for the Phasing Schedule in the Agreement
- 2. The expressions "the Council" and "the Owner" 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 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:-

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*CBS*  
*Director of Resources*



Director of Resources

**SIGNED AS A DEED** by **GEORGE**  
**BRAITHWAITE** in the presence  
of:-

*[Signature]*