

DATED 28<sup>th</sup> April 1997

BROADLAND DISTRICT COUNCIL

- and -

DOW-NELL CONSTRUCTION LIMITED

- and -

LLOYDS BANK PLC

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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/9603-7377



**THIS PLANNING OBLIGATION** is made the

28<sup>th</sup>

day of

April

One thousand Nine hundred and Ninety-seven **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 **DOW-NELL**

**CONSTRUCTION LIMITED** whose Registered Office is situate at Deal House Wales

Street Rothwell in the County of Northamptonshire (hereinafter called "the Owner") of the

second part and **LLOYDS BANK PLC** of 2 Market Street Kettering in the said County of

Northamptonshire (hereinafter called "the Bank") of the third part.

**WHEREAS:-**

(1) This Agreement is supplemental to:-

- (a) an Agreement dated the 27th day of July 1992 made between the same parties hereto in the same order
- (b) a supplemental Agreement dated the 25th January 1996 made between the same parties hereto 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.

(5) By a Legal Charge made the Fourteenth day of June 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

(6) The Owner applied to the Council under reference number 95.0315 for planning permission for development to be carried out on the Property



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

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

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

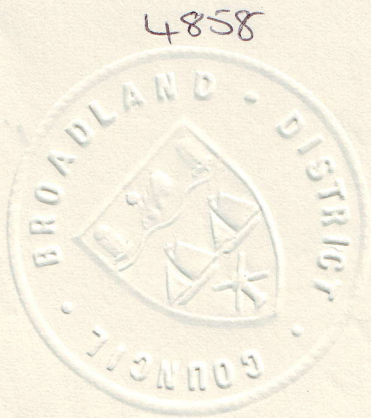
**IN WITNESS** whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written

**THE SCHEDULE referred to**

- 1. To carry out the development permitted by planning permission 95.0315 in conjunction with the restoration of the main Hall building in accordance with the Phasing Schedule annexed hereto
- 2. To permit the relevant officers of the Council access to carry out inspections on completion of each phase to ensure that the work detailed in the Phasing Schedule has been completed such inspections to be in addition to the statutory rights of access under the Town and Country Planning legislation

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

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A handwritten signature in dark ink, appearing to be "J. H. G.", written over a horizontal line.

Director of Services and Solicitor to the Council



THE COMMON SEAL of DOW-NELL  
CONSTRUCTION LIMITED was hereunto  
affixed in the presence of:-

*[Handwritten signature]*

DIRECTOR

*[Handwritten signature]*

SECRETARY

SIGNED AND DELIVERED AS A DEED  
BY

AS ATTORNEY FOR LLOYDS BANK PLC  
in the presence of:-

SIGNED AS A DEED BY  
JOHN PHILLIP WRIGHT  
MANAGER ADVANCES  
AS ATTORNEY FOR AND ON BEHALF OF  
LLOYDS BANK PLC  
IN THE PRESENCE OF  
*[Handwritten signature]*

Black Horse  
1 Triangle Park  
Wendover Road, Mandavilla,  
Aylesbury, Bucks, HP 22 5UJ



*[Handwritten signature]*



## PHASING SCHEDULE

### PHASE 1

#### Works to the Hall

1. Demolish redundant structures.
2. Strip roof covering, repair structure. Replace roof covering including all lead guttering, flashings etc.
3. Repair chimneys.
4. Replace or repair all defective rendering and features (including rainwater pipes) to wall facades and parapets (including alterations as approved).
5. Refurbish doors and windows as necessary. Insert new doors and windows as approved.
6. Refurbish entrance porches.
7. Carry out all necessary timber treatment and damp proofing works.
8. Carry out all external decoration.

#### New build

1. Carry out landscaping to courtyard area between Hall and new houses.
2. Form new driveways, parking areas and paths.
3. Install main services, water, electricity and drains.
4. Commence soft landscaping (depending on seasonal constraints).
5. Commence construction of new houses adjacent to Hall, including foundations, external walls, floors, roof, carcassing partitions, external doors and windows.

### PHASE 2

#### Hall

1. Carry out total refurbishment of main communal entrance hall, including alterations as approved.
2. Carry out all conversion work to complete a show apartment on the ground floor (either apartment 1 or 2).



## New build

1. Construct garages.
2. Install services to houses and complete finishes and fitting out, ie plastering, decorating and installing Kitchen and Bathroom fittings.
3. Commence foundations to four new houses at rear of site.

## PHASE 3

1. Complete the conversion works to the Hall to form the remaining seven apartments.
2. Complete the construction of the four dwellings at the rear of the site.
3. Complete all landscaping works.