 THIS PLANNING OBLIGATION is made the 25<sup>th</sup> day of January  
One thousand Nine hundred and Ninety-~~five~~<sup>six</sup> 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 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 an Agreement dated the 27th day of July 1992 made between the same parties hereto in the same order
- (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 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 95.0315 and pursuant to the said Section 106 as amended the Owner and the Bank hereby jointly and severally **AGREE DECLARE AND COVENANT** for itself and its 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

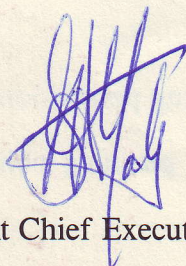
**IN WITNESS** whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written

**THE SCHEDULE referred to**

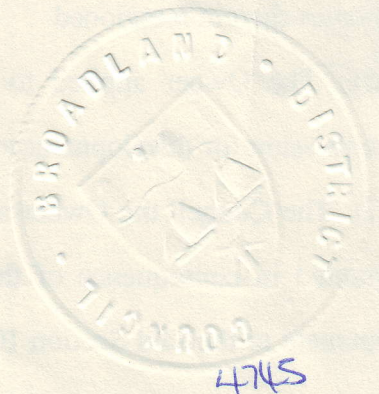
1. Subject to the exception contained in Clause 2 hereof not in any way to implement the planning permission granted in consequence of application number 95.0315 until completion of the restoration of the main building in accordance with the planning permission granted in consequence of application number 91.1647 and the Listed Building consent granted in consequence of application number 91.1648.
2. The commencement and completion of the foundation works and drainage works associated with the development permitted in consequence of application number 95.0315 are excepted from the obligation contained in Clause 1 hereof.

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

}



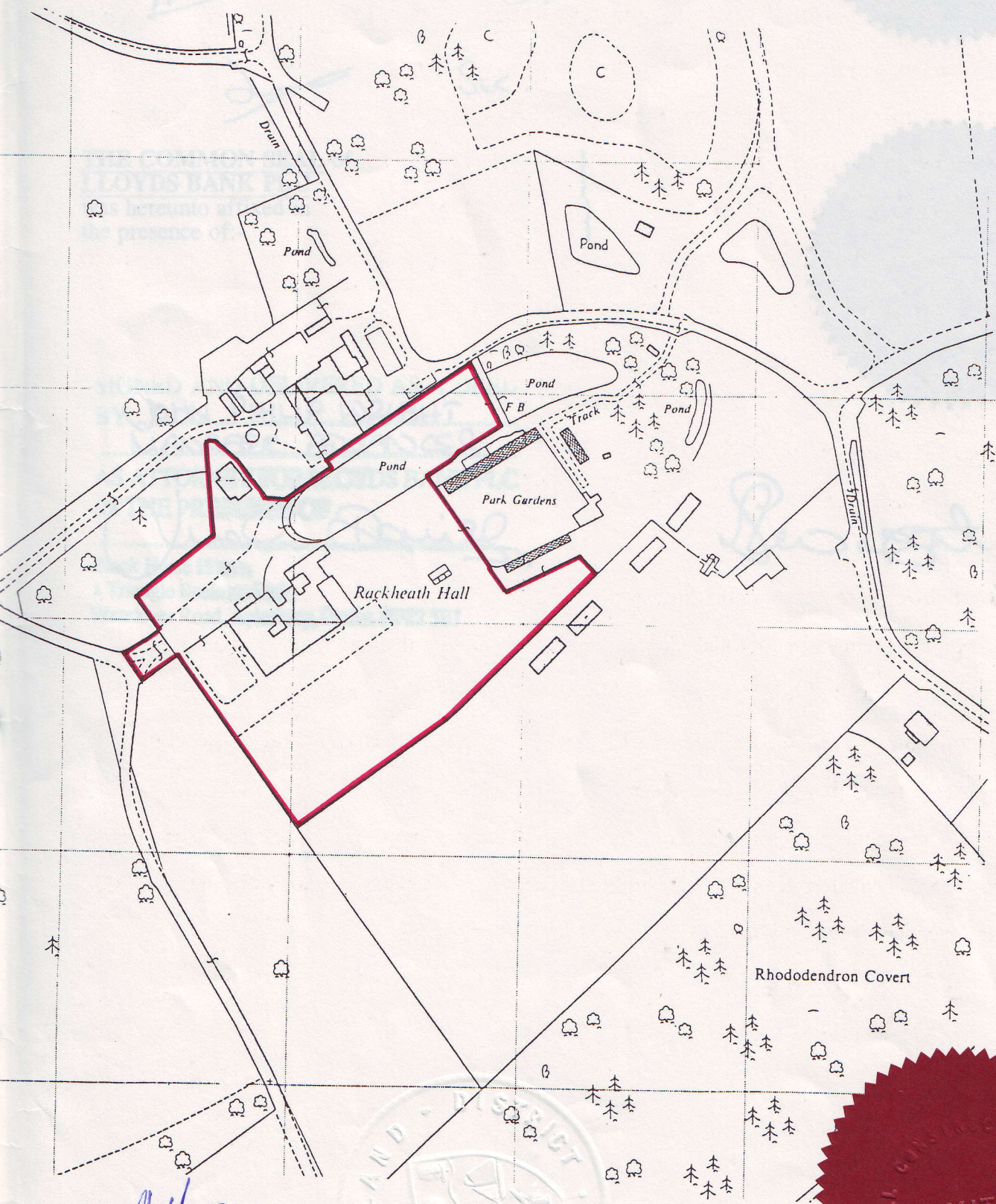
Assistant Chief Executive and Solicitor to the Council



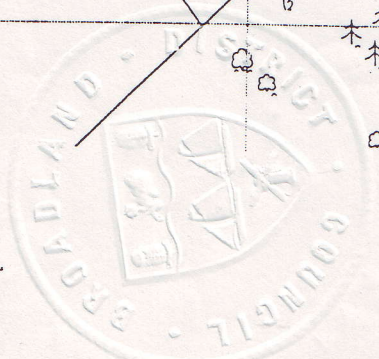


*Swing*

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



*[Handwritten signature]*

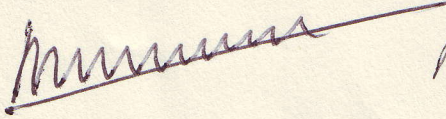


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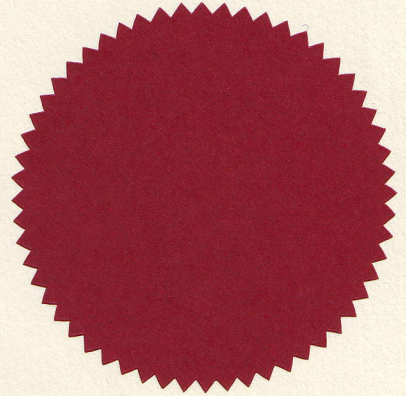
THE COMMON SEAL of DOW-NELL  
CONSTRUCTION LIMITED was hereunto  
affixed in the presence of:-

 Director

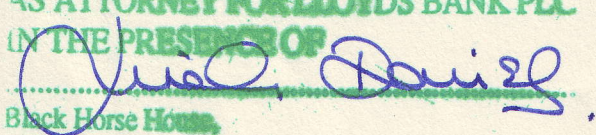


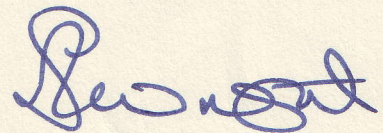
 Sec.

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



SIGNED AND DELIVERED AS A DEED  
BY JOHN PHILIP WRIGHT  
MANAGER ADVANCES  
AS ATTORNEY FOR LLOYDS BANK PLC  
IN THE PRESENCE OF

  
Black Horse House,  
1 Triangle Business Park,  
Wendover Road, Aylesbury, Bucks. HP22 5BJ





DATED 25<sup>th</sup> January 1996

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/9501-255T