

THIS PLANNING OBLIGATION is made the *Twenty-seventh* day of

July One Thousand Nine Hundred and Ninety-Two 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) 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 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
- (4) 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

(5) The Owner applied to the Council under reference number 91.1649 for planning permission for development to be carried out on the Property

(6) The Council and the Owners 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 91.1649 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

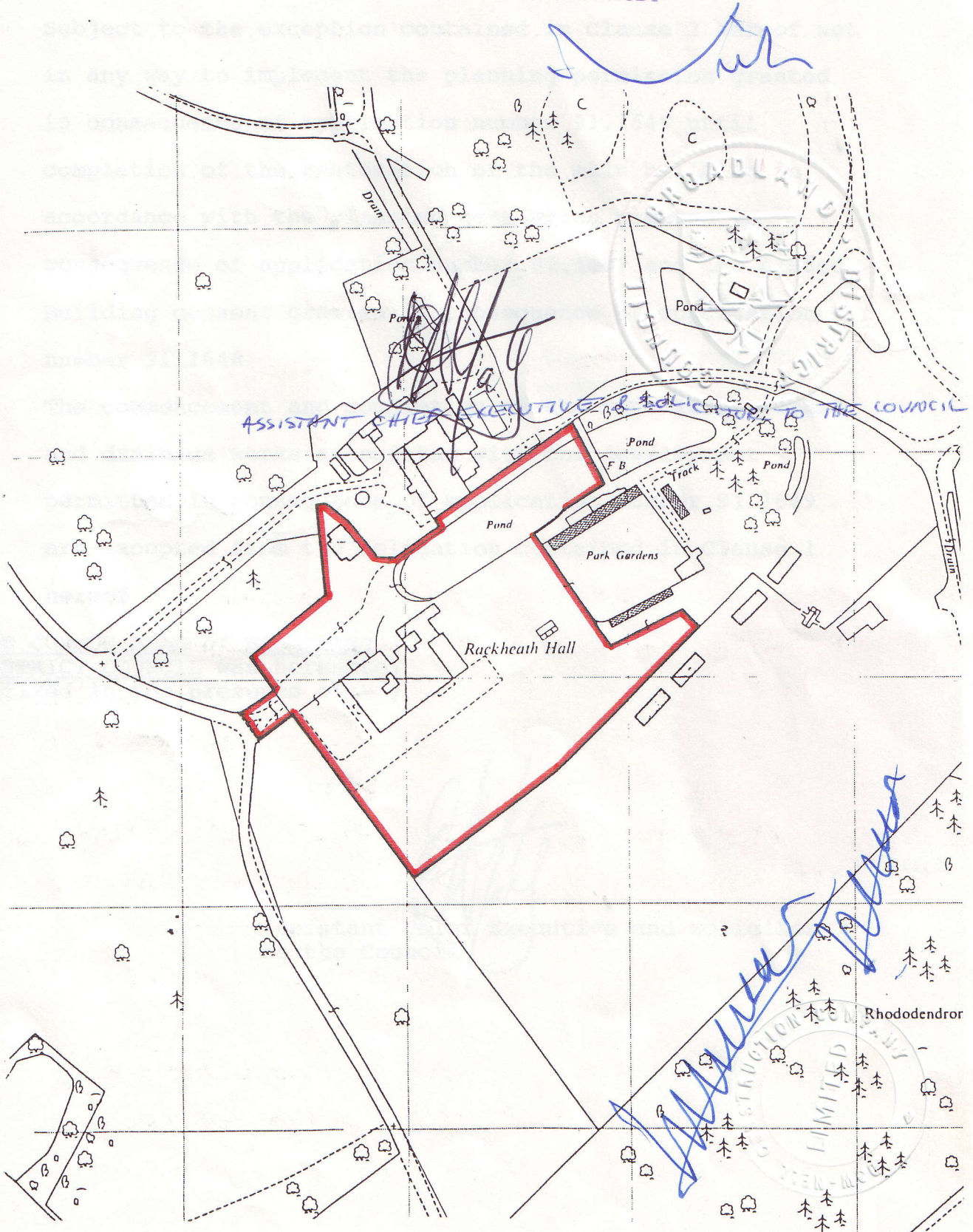
2. THE expressions "the Council" "the Owner" and "the Bank" shall where the context so admits include their respective successors in Title and assigns

3. THIS document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

IN WITNESS whereof parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first

AREA DIRECTOR'S OFFICE
NORTHANT & NORTH BUCKS

STIRLING HOUSE
THE AVENUE
CLIFTONVILLE
NORTHAMPTON NN1 5BT

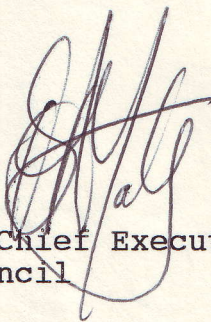


before written

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 91.1649 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 91.1649 are excepted from the obligation contained in Clause 1 hereof

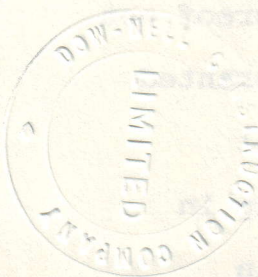
THE COMMON SEAL of BROADLAND)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)



Assistant Chief Executive and Solicitor
to the Council



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



[Handwritten signature]

Director:

[Handwritten signature]

Secretary:

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

SIGNED AND DELIVERED AS A DEED BY
ANTHONY MARTIN KULLICH
ASSISTANT AREA DIRECTOR
AS ATTORNEY FOR LLOYDS BANK PLC
IN THE PRESENCE OF

[Handwritten signature]

Quadrone

STIRLING HOUSE
10 AVENUE
TOTTENHAM
TOTTENHAM NN1 5BT



DATED

27th July

1992

BROADLAND DISTRICT COUNCIL

and

DOW-NELL CONSTRUCTION LIMITED

and

LLOYDS BANK PLC

PLANNING OBLIGATIONS

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 Rackheath Hall, Rackheath, 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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