

**DATED**

4<sup>th</sup> October

**2001**

**BROADLAND DISTRICT COUNCIL**

**-and-**

**GEORGE BRAITHWAITE**

**-and-**

**MCDONNELL MOHAN LIMITED**

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**PLANNING OBLIGATIONS**

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Under Section 106 of the Town and Country Planning Act 1990 as  
amended by Section 12 of the Planning and Compensation Act 1991  
relating to Rackheath Hall, Rackheath, Norfolk

Steele & Co Solicitors  
2 The Norwich Business Park  
Whiting Road, Norwich  
Norfolk NR4 6DJ  
Tel: 01603 274700  
Fax: 01603 625890  
email: publicsect@steele.co.uk  
Ref: RPH/4349-2-0 728



THE PLANNING OBLIGATION is made the 4th day of October 2001

BETWEEN

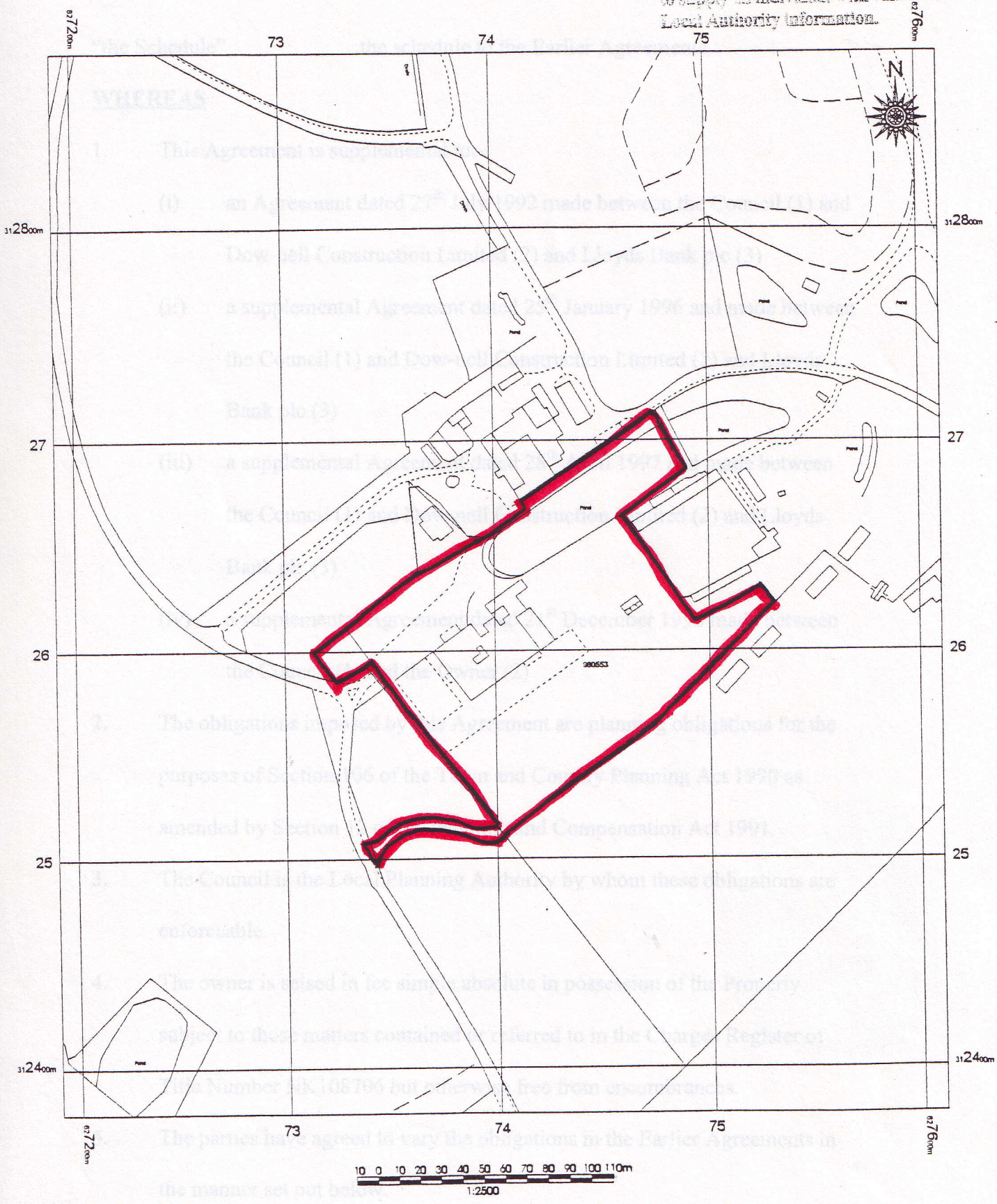
- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1  
Yarmouth Road, Thorpe St Andrew, Norfolk
- (2) GEORGE BRAITHWAITE of 3 Silver Street, Cheshunt,  
Hertfordshire
- (3) MCDONNELL MOHAN LIMITED (1761024) 1 Tamdown  
Way Braintree Essex CM7 7QL

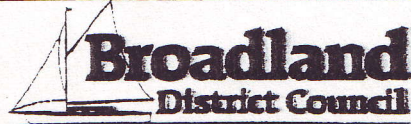
DEFINITIONS

“the Council”	Broadland District Council of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norfolk
“the Earlier Agreements”	the agreement and supplemental agreements listed at paragraphs 1(I) to 1(iv) below
“the Mortgagee”	McDonnell Mohan Limited (1761024) 1 Tamdown Way, Braintree, Essex CM7 7QL
“the Owner”	George Braithwaite of 3 Silver Street, Cheshunt, Hertfordshire
“the Phasing Schedule”	the phasing schedule annexed hereto
“the Plan”	the plan annexed hereto
“the Planning Permissions”	the planning applications submitted to the Council by the Owner under reference numbers 98.0553, 98.0554, 99.0092 and 99.0093 for development to be carried out at the Property annexed hereto
“the Property”	all that property known as Rackheath Hall, Rackheath, Norfolk shown edged red on the Plan



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Date 19 May 98	Location Rackheath Hall Rackheath	
Scale 1:2500	OS Reference TG2740012630	



“the Schedule”

the schedule to the Earlier Agreements

**WHEREAS**

1. This Agreement is supplemental to:-
  - (i) an Agreement dated 27<sup>th</sup> July 1992 made between the Council (1) and Dow-nell Construction Limited (2) and Lloyds Bank plc (3)
  - (ii) a supplemental Agreement dated 25<sup>th</sup> January 1996 and made between the Council (1) and Dow-nell Construction Limited (2) and Lloyds Bank plc (3)
  - (iii) a supplemental Agreement dated 28<sup>th</sup> April 1997 and made between the Council (1) and Dow-nell Construction Limited (2) and Lloyds Bank plc (3)
  - (iv) a supplemental Agreement dated 21<sup>st</sup> December 1998 made between the Council (1) and the Owner (2)
2. The obligations imposed by this Agreement are planning obligations for the purposes of Section 106 of the Town and 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 subject to those matters contained or referred to in the Charges Register of Title Number NK108706 but otherwise free from encumbrances.
5. The parties have agreed to vary the obligations in the Earlier Agreements in the manner set out below.

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



6. The Planning Permissions supercede all previous planning permissions referred to in the Earlier Agreements and the Council and the Owner have agreed not to implement the said previous planning permissions.
7. The Council and the Owner have agreed that the Earlier Agreements shall be read and construed as if the Phasing Schedule was substituted for the phasing schedule contained in the Earlier Agreements.
8. For the purposes of paragraph 1 of the Schedule, restoration of the main hall building will take place in accordance with planning permission 95.0317
9. The expressions "the Council" and "the Owner" shall where the context so admits include their respective successors in title and assigns.
10. This Agreement shall take effect upon the grant by the Council of the Planning Permissions.
11. The Mortgagees acknowledge the terms of this agreement and consent to the Owner executing the same.
12. This Agreement is executed as a deed but not delivered until the date hereof.

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

*Head of Corporate Services & Monitoring Officer*

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

*Kathryn de la Garza  
Apprentice*

*Great Henny, Sudbury, Suffolk CO10 7NP*

**THE COMMON SEAL of MCDONNELL  
MOHAN LIMITED** was hereunto affixed  
In the presence of:-

Director

Director or Secretary



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## **PHASING SCHEDULE**

### **PHASE 1**

#### **Rackheath Hall:**

1. Complete roof and associated chimney repairs. Replace roof covering, including all lead guttering, flashings, etc.
2. Complete the repair of all defective rendering and features to wall facades and parapets (including rainwater pipers and the surface water drainage system).
3. Complete the refurbishment of all windows and doors as necessary in accordance with approved plans.
4. Complete all necessary timber treatment and weather proofing works.
5. Carry out refurbishment of main entrance hall in accordance with approved plans.

### **PHASE 2**

#### **New Build**

1. Form new driveways, parking areas and paths to Plots 8, 9 and 10.
2. Complete dwellings and associated garages for Plots 8, 9 and 10.
3. Complete construction of garage building 2 and associated studio, complete area of casual parking to rear.
4. Carry out landscaping around Plots 8, 9 and 10 and agree management scheme for the future maintenance of the Hall grounds and lake.
5. Commence construction of Plots 1, 2, 3, 4, 5, 6 and 7 up to dpc level.
6. Commence construction of garage building and studio prior to the occupation of Plots 4, 5, 6 and 7.
7. Complete construction of Plots 4, 5, 6 and 7.

### **PHASE 3**

#### **Rackheath Hall/New Build**

1. Refurbish main entrance porch and side loggia.
2. Complete construction of Plots 1, 2 and 3
3. Complete all conversion works to Hall.

### **PHASE 4**



## Rackheath Hall/New Build

1. Complete all landscaping works.
2. Removal of mobile home and all other ancillary structures/materials from the site.