THIS AGREEMENT is made the 7th day of December Two thousand and six BETWEEN NORTH WILTSHIRE DISTRICT COUNCIL of Monkton Park Chippenham Wiltshire ("the Council") of the first part CECIL HOWARD PALMER and SARA LOUISE PALMER both of Field Farm House Eastcourt Malmesbury Wiltshire SN16 9HP (together "the Owner") of the second part and CLYDESDALE BANK PLC whose registered office address is at 30 St Vincent Place G1 2HL ("the Mortgagee") of the third part

WHEREAS

(1) The Council is local planning authority within the meaning of the Town and Country Planning Act 1990 for the area within which the relevant land is situate

(2) The Owner is registered proprietor with title absolute under Title Number WT233594 of part of the land at Field Cottage Eastcourt Malmesbury Wiltshire shown hatched on the plan herein ("the Land")

(3) The Owner is seised in fee simple with full title guarantee of that part of the land title to which is not registered ("the Unregistered Land")

(4) The Mortgagee is mortgagee of the Land and the Unregistered Land by First Charge dated 7th December 2006

(5) The Owner has made an application numbered 05.03043.COU for planning permission to develop the Land by the change of use of existing equestrian use to part commercial and the proposed conversion of a redundant adjacent building situate on the Land in the position shown for the purposes of identification coloured red on the plan herein to groom's accommodation ("the Groom's Accommodation") as more particularly described in the said application and plans deposited therewith

(6) The Council has indicated its willingness to approve the said application and to grant planning permission in respect thereof provided that the Groom's Accommodation and the dwellinghouse situate on the Unregistered Land and shown for the purposes of identification coloured blue on the plan herein ("the House") shall remain in the same ownership and pursuant to the covenants herein

NOW THIS DEED WITNESSES as follows

1 THIS Agreement is made in pursuance of section 106 of the Town and Country Planning Act 1990 and of all other enabling powers and the covenants herein are a planning obligation for the purposes of the said section 106 which is enforceable by the Council as local planning authority

2 CONDITIONAL upon the grant of planning permission upon the terms attached to this Agreement in pursuance of the said application the Owner hereby covenants with the Council to the intent that this Agreement shall be enforceable against the Owner and the Owner's successors in title lessees and assigns of the Land and the Unregistered Land or any part thereof howsoever arising as follows

a) the Owner will not sell or lease for any term or otherwise dispose of the Groom's Accommodation unless such sale or lease or other disposition shall include the House

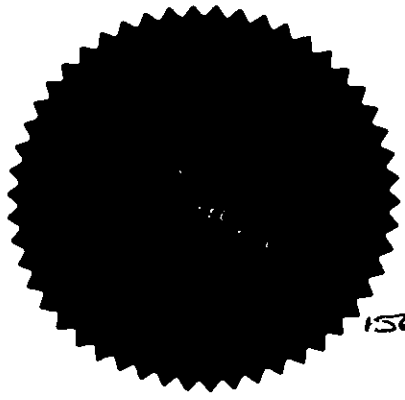
b) the Owner will not sell or lease for any term or otherwise dispose of the House unless such sale or lease or other disposition shall include the Groom's Accommodation

3 WHERE the expression "the Owner" as used in this Agreement includes two or more persons a reference to the Owner shall be deemed to be a reference to each and every such person both jointly and severally

4 THE Mortgagee has consented to the Owner entering into this Agreement and hereby acknowledges that the Land and the Unregistered Land shall henceforth be bound by the covenants herein

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed the Owner has signed this Agreement as a deed and the Mortgagee has executed this Agreement as a deed in the manner hereinafter appearing the day and year first before written

THE COMMON SEAL of the NORTH WILTSHIRE DISTRICT COUNCIL was hereunto affixed in the presence of)



156404

AUTHORISED OFFICER

SIGNED as a deed by the said)
CECIL HOWARD PALMER)
in the presence of)

S Dimon
10 SYCAMORES MEAD
TETBURY
GLOS GL8 8RB

SIGNED as a deed by the said)
SARA LOUISE PALMER)
in the presence of)

S Dimon
10 SYCAMORES MEAD
TETBURY
GLOS GL8 8RB

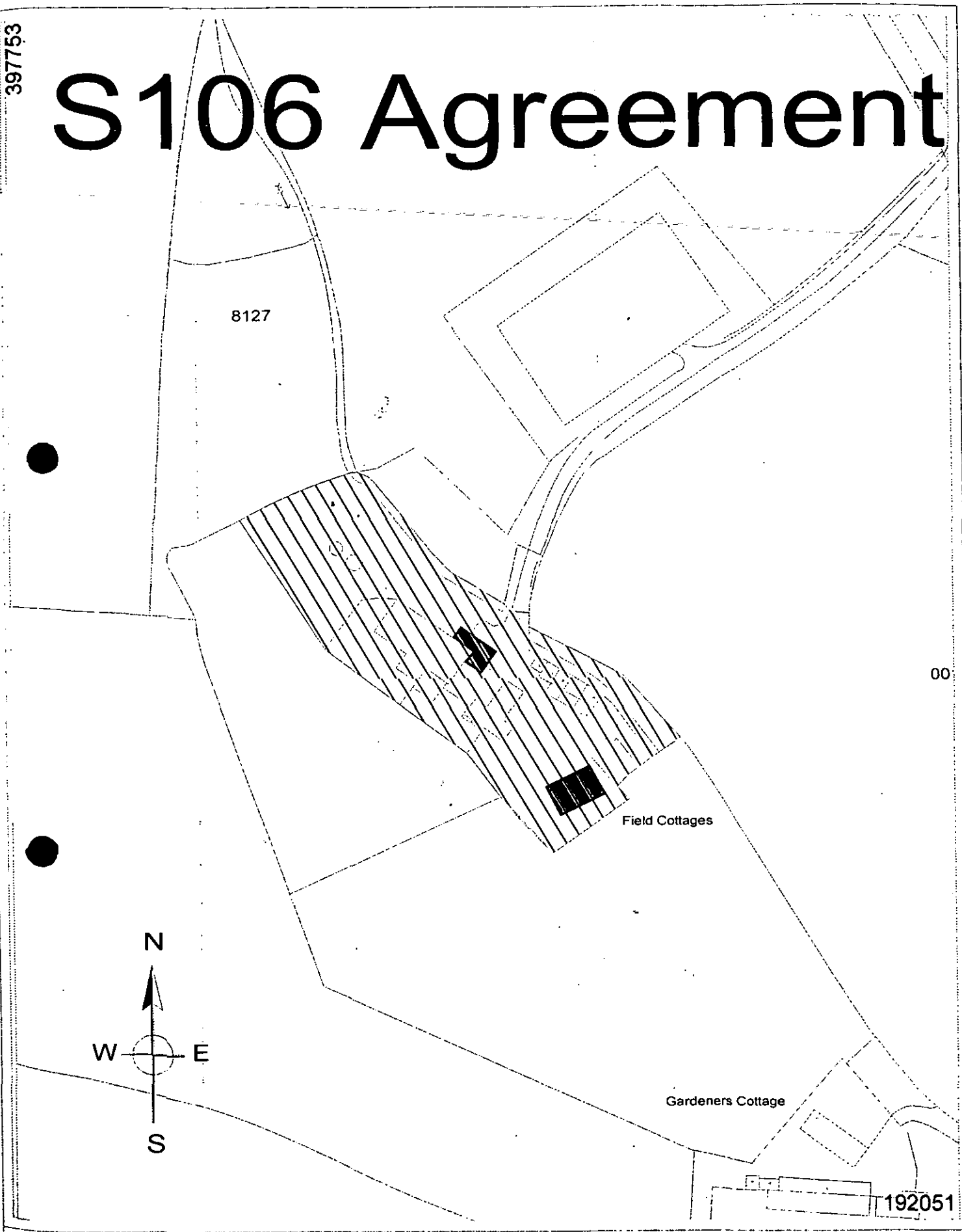
SUPERVISOR – PART A ATTORNEY
GROUP HOME LOAN CENTRE
IN TERMS OF POWER OF ATTORNEY

WITNESS

I hereby declare that I have not received any notice or information of the revocation of the Power of Attorney dated 30 January 2004 by which I was appointed as Attorney and to the best of my knowledge and belief the lender has not done or executed any act or deed whereby the said Power of Attorney has been revoked.

397753

S106 Agreement



North Wiltshire District Council

Field Cottage, Eastcourt, Malmesbury, Wilts SN16 9HP

SCALE: 1:1250

Grid Ref: ST9888 9215 05.03043.COU

S106.483 Planning Services 16/1/2006

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NORTH WILTSHIRE DISTRICT COUNCIL- 100017933 2006