

THIS AGREEMENT is made this SIXTH day of DECEMBER One thousand nine hundred and eighty-nine BETWEEN THE DISTRICT COUNCIL OF KENNET of Browfort Bath Road Devizes in the County of Wiltshire ("the Council") of the first part and SCOTIA BANK (UK) LIMITED of Scotia House 33 Finsbury Square London EC2A 197 ("the Mortgagee") of the second part and JOHN NORMAN ABELL of Whittonditch House Whittonditch Ramsbury Marlborough Wiltshire ("the Owner") of the third part

WHEREAS:

- (a) the Council is the Local Planning Authority for its area
 - (b) the Owner is the Owner of the land edged round in blue on the attached plan ("the plan")
 - (c) the Owner is also the owner of the land edged round in red ("the red land") on the plan
 - (d) the Owner wishes to convert and extend an existing store and garage on the land to provide a single storey dwellinghouse under planning application no.K/14481 ("the development")
 - (e) the Mortgagee has the benefit of a Legal Charge over the red land and the blue land pursuant to a Charge dated the 30th day of June 1989 and made between the Owner and the Mortgagee
 - (f) there is an objection in respect of the development in that the relationship of the proposed new dwellinghouse and the main house is such that a wholly separate use would be unacceptable on residential amenity grounds and further the development is not in line with the Council's existing Structure Plan Policy H.19
- NOW THIS DEED WITNESSETH as follows:-
- (1) the Mortgagee hereby grants its consent to the making of this Agreement
 - (2) the Owner agrees with the Council that this agreement shall be enforceable against the owner(s) of any part of the blue land and the red land for the time being

Photo
Copy

WT233212

SEC06

These are the notes referred to on the following official copy

Title Number WT233212

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

(3) the Owner hereby covenants with the Council that:-

the development on the red land will not be occupied by a person other than a person wholly employed or mainly employed in connection with the main house known as Whittonditch House Whittonditch Ramsbury Wiltshire or; the development shall only be occupied ancillary to the dwellinghouse known as Whittonditch House Whittonditch Ramsbury Wiltshire

This is an Agreement solely for the purpose of restricting or regulating the development of land entered into under provisions of Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling and enactments which may be relevant for the purposes of giving validity hereto or for facilitating the enforcement of the obligations herein contained with intent to bind the Owner and his successors in title and assigns and is intended to remove the planning objection only

IN WITNESS whereof the Council and the Mortgagee have caused their Common Seals to be hereunto affixed and the Owner has set his and seal the day and year first before written

THE COMMON SEAL OF THE)
DISTRICT COUNCIL OF KENNET)
was hereunto affixed
presence of:-

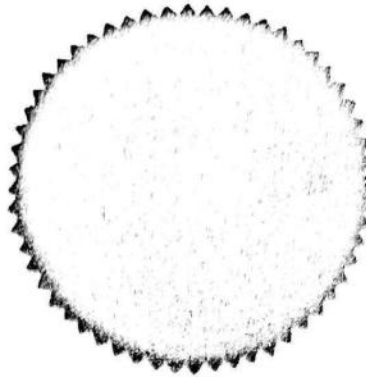
Chairman of the Council

Deputy Clerk and Solicitor



Kw
24.8.89
min 48
P. W. G.

THE COMMON SEAL OF SCOTIA)
BANK (UK) LIMITED was hereunto)
affixed in the presence of:-)



[Redacted signature]

Asst
Secretary

1
[Redacted signature]

Asst
Director

SIGNED SEALED and DELIVERED
by the said JOHN NORMAN
ABELL in the presence of:-

[Redacted signature]



10228

~~PLANNING~~

- 1 JUN 1966

RECEIVED

MIP
PL

CHK'D
BY

24.8.87
min 4d
put 13

Kw

WALL-ALL
Houses

Whitened it

DREW EATT • NEATE

SURVEYORS ESTABLISHED 1759

DATE _____

SCALE

DRAWING NO.

May 1989

1:25 00

1389/5

as proposed. key plan.

TITLE: Change of Use - Outbuilding
Whittonditch House