

5

THIS AGREEMENT is made the 5th day of March One Thousand
Nine Hundred and Eighty Four BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe
Lodge Yarmouth Road Norwich in the County of Norfolk (hereinafter called
"the Council") of the one part and J.D. AND R. GRADY LIMITED of 10
Hurricane Way Norwich NR6 6EZ (hereinafter called "the Owner") of the other
part



WHEREAS

1. The Council is the Local Planning Authority for the purpose of this Agreement
2. The Owner is seised in fee simple absolute in possession of the property described in the First Schedule hereto (hereinafter called "the property") free from incumbrances
3. The Owner has applied to the Council under reference number 83.2419 for Planning Permission for development to be carried out on the property hereinafter described
4. The Council and the Owner have agreed subject to Planning Permission being granted in consequence of the aforesaid application to enter into this agreement pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

NOW THIS DEED WITNESSETH as follows:

1. Subject to Planning Permission being granted in consequence of Application Number 83.2419 and pursuant to Section 52 of the said Act the Owner hereby agrees declares and covenants with the Council that from the date on which the aforesaid Planning Permission shall be granted the property shall be permanently subject to the conditions restricting or regulating the development or use of the property specified in the Second Schedule hereto
2. The expressions "the Council" and "the Owner" shall where the context so admits include their respective successors in title and assigns

IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owner has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE REFERRED TO

THE PROPERTY

ALL THAT piece or parcel of land fronting onto Church Street Coltishall in the County of Norfolk all of which is for the purpose of identification only shown on the plan attached hereto and thereon edged red.

THE SECOND SCHEDULE REFERRED TO

THE CONDITIONS

1. Not more than one month after the owner shall have demolished and cleared the site of all existing buildings he will start work on the building necessary to implement planning permission reference 83.2419.
2. The owner will proceed with the construction of the buildings permitted by the said permission with all due speed and diligence and will use his best endeavours to ensure that they are completed and ready for occupation within two years from the date hereof

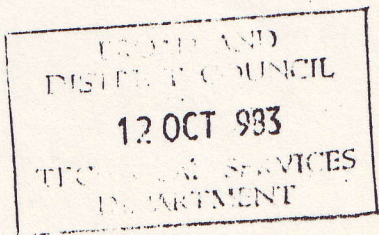
THE COMMON SEAL of)

BROADLAND DISTRICT COUNCIL)

was hereunto affixed in the)

presence of:)

24



THE COMMON SEAL of)
J.D. & R. GRADY LIMITED)
was hereunto affixed in the)
presence of:-)



Director

A handwritten signature in blue ink, appearing to be "J. Grady".

Secretary

P. J. Brown.

Dated 5th March 1984.

BROADLAND DISTRICT COUNCIL

and

J.D. & R. GRADY LIMITED

AGREEMENT

relating to piece or parcel of
land fronting onto Church Street,
Coltishall, Norfolk.

S.52. Town and Country
Planning Act 1971.

K.M.FRANCIS,
District Solicitor & Deputy Clerk,
Broadland District Council,
Thorpe Lodge,
Yarmouth Road,
Norwich, NR7 ODU.