

DATED

24th October

1991

LEISURE ACCESSORIES LIMITED

- AND -

BROADLAND DISTRICT COUNCIL

AGREEMENT

Under S.106 of the Town and Country Planning
Act 1990 etc relating to land off
Harbord Road, Frettenham, Norwich

DAYNES HILL & PERKS
NORWICH

21 OCTOBER 1991

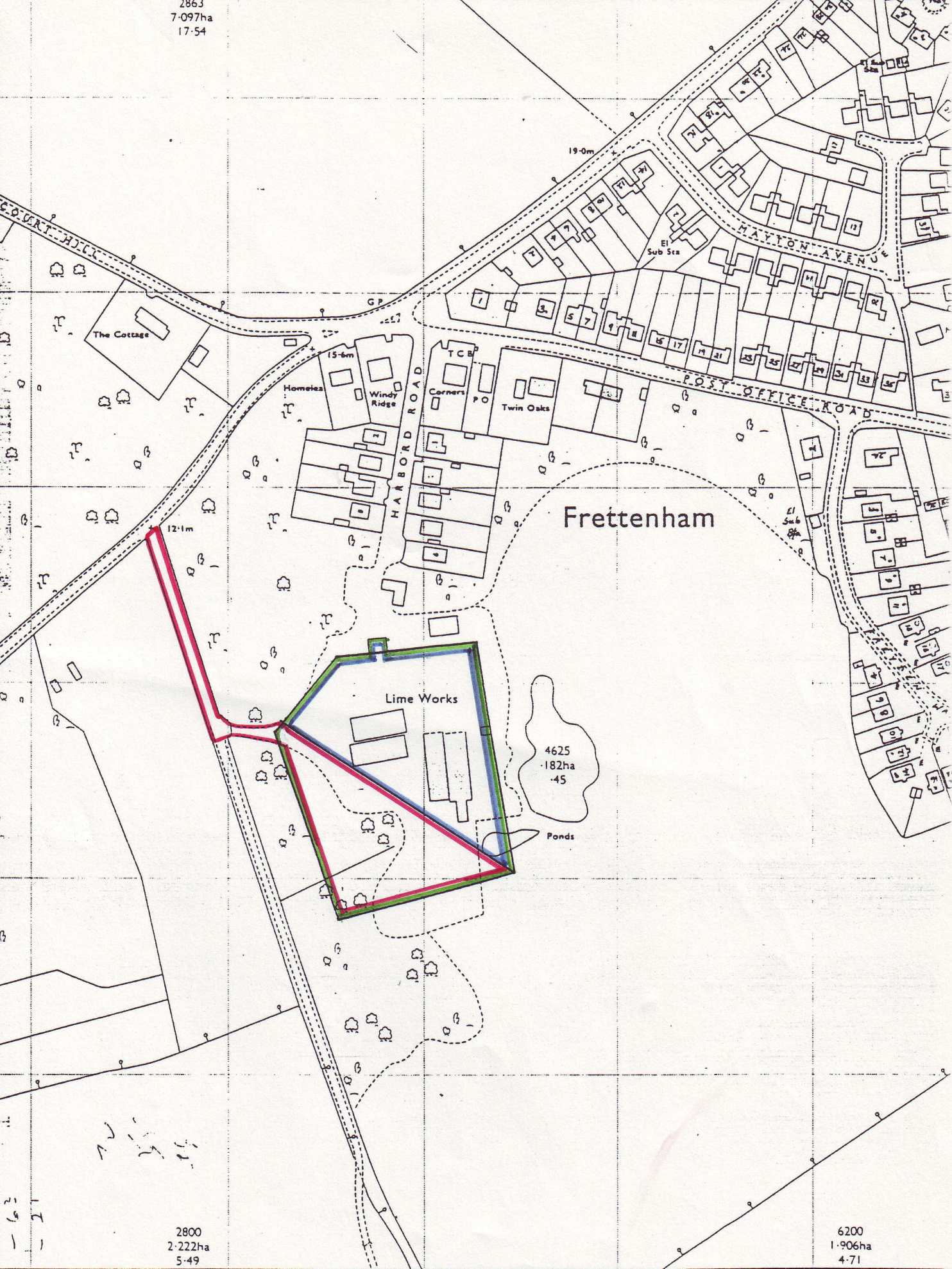
C03/OHW/cf/ohw256

THIS AGREEMENT is made the *Twenty-fourth* day of *October* 1991 BETWEEN LEISURE ACCESSORIES LIMITED whose registered office is situate at 7 Queen Street, Norwich, Norfolk (Company registration number 1300760) ("the Owner") and BROADLAND DISTRICT COUNCIL of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU ("the Council")

RECITALS

- 1 The Council is the Local Planning Authority for the purposes of this Agreement for the area within which the land described in the First Schedule ("the Land") is situated.
- 2 The Owner is the owner in fee simple in possession of the Land.
- 3 Norvic Gas Limited c/o Daynes Hill & Perks, The Close, Norwich, NR1 4DX has by application dated 6 June 1991 ("the Planning Application") applied to the Council for permission to develop part of the Land shown edged red on the plan annexed hereto ("the Red Land") in the manner and for the uses set out in the Planning Application described in the Second Schedule hereto ("the Development").
- 4 The Council is desirous of controlling the level of activity on the Land and ensuring that in the event of the Council granting Planning Permission in accordance with

2863
7.097ha
17.54



NORTH NORFOLK CO CONST

Survey, Southampton.

This plan is not necessarily up to date in all details and may not have been fully checked.
Information about administrative boundaries and levelling may not be up to date.
For further information regarding this plan see O.S. leaflet "Notes on Advance Revision Information"

the Planning Application, the existing unsightly industrial and storage buildings on the remainder of the Land (shown edged in blue on the plan annexed hereto ("the Blue Land")) be demolished and replaced by a reduced area of modern storage buildings.

- 5 The Council has decided to grant planning permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which planning permission for the Development would not have been granted.

NOW THIS DEED WITNESSETH as follows:-

- 1 THIS Agreement and the covenants hereinafter contained are made pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and any other powers thereby enabling.
- 2 THE Owner covenants with the Council that the Blue Land shall be permanently subject to the following restrictions and provisions:-
 - (a) It will not be used for open storage and in particular will not be used for the open storage of

motor vehicles (other than parking ancillary to lawful use of the Blue Land)

- (b) It will not be used for any open air industrial activity or operation unless the Council consents in writing to such an activity or operation being an activity or operation ancillary to any industrial activity or operation carried out with the benefit of planning permission in a building on the Blue Land, and for the avoidance of doubt this restriction shall not prevent any vehicular movement on the Blue land, or between the Red and Blue Land
- (c) No Heavy Goods Vehicles (as defined in the Road Traffic Act 1988) will pass along Harbord Road for the purpose of access to or egress from the Land.
- (d) The weighbridge and weighbridge office on the Blue Land will not be used as a public weighbridge, but only in association with the authorised use of the Land.

3. THE Owner covenants with the Council (being covenants to which Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies) that it shall act in accordance with the Third Schedule.

4. IT is agreed and declared as follows:-

4.1 The expressions "the Council" and "the Owner" shall include their successors in title and assigns.

4.2 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of contract prior to parting with such interest.

4.3 The covenants contained in this Agreement shall take effect only upon the date specified by the Owner in a written notice served upon the Council as the date upon which the Development is to be commenced, or if no such notice is served then the actual date on which the Development was begun within the meaning of Section 56 of The Town and Country Planning Act 1990.

4.4 If the permission granted pursuant to the Planning Application shall expire before the development is begun as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect.

4.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Blue Land in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

4.6 This Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written.

FIRST SCHEDULE

The freehold land shown edged green on the plan attached hereto bearing title number NK92907 being land and buildings lying to the south of Harbord Road, Frettenham, Norfolk.

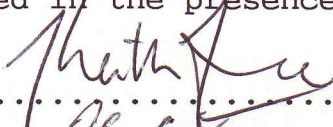
SECOND SCHEDULE

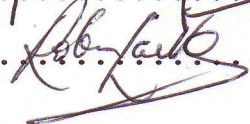
A planning application numbered 911038 dated 6 June 1991 made by Norvic Gas Limited c/o Daynes Hill & Perks, Holland Court, The Close, Norwich for planning permission for Liquid Petroleum Gas cylinder filling and tank farm at former lime works off Mill Road, Frettenham.

THIRD SCHEDULE

- (a) The Owner covenants that it will within 28 days of the date hereof make an application for outline planning permission for the construction of 12,500 square feet of storage buildings on the Blue Land together with ancillary parking and that it will not withdraw the application before its determination and that if such application results in planning permission being granted it will not resist or object to any requirement of the Council that such buildings are used for storage purposes only.
- (b) The Owner covenants that the industrial and storage buildings (excluding the weighbridge and weighbridge office) on the Blue Land at the date of this Agreement will be demolished within 6 months of the commencement of the construction of the Development under the terms of the Planning Application, or within 6 months of the grant by the Council of the outline planning permission applied for under (a) above (or the grant of any other application for planning permission for storage buildings totalling at the least 12,500 square feet), whichever is the later.

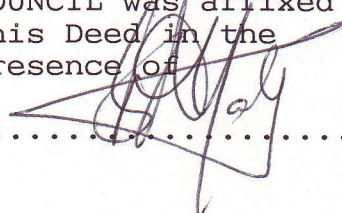
THE COMMON SEAL OF
LEISURE ACCESSORIES LIMITED
was affixed to this
Deed in the presence
of

.....Director

.....Secretary
Director 



THE CORPORATE SEAL OF
BROADLAND DISTRICT
COUNCIL was affixed to
this Deed in the
presence of

.....Director of Administration



4340