

T H I S A G R E E M E N T is made the 14th day of March One

Thousand Nine Hundred and Eighty-nine B E T W E E N BROADLAND DISTRICT

COUNCIL of Thorpe Lodge Yarmouth Road Norwich in the County of Norfolk

(hereinafter called "the Council") of the one part and ROY DUNTHORNE of Hill

House Farm Limpenhoe Cantley in the County of Norfolk (hereinafter called "the

Owner") of the other part

W H E R E A S

(1) The Council is the Local Planning Authority under the provisions of Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act, 1982 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) In exercise of the provisions of Section 222 of the Local Government Act, 1972 the Council as the Local Authority is the Plaintiff in an Action brought against the said Owner in the High Court of Justice Queen's Bench Division under Action No. 1984B No. 853

(4) The Council and the Owner have agreed in consideration of the said Action being dismissed by consent with no order as to costs to enter into this Agreement pursuant to Section 52 of the Town and Country Planning Act 1977 and Section 33 of the Local Government (Miscellaneous Provisions) Act, 1982

NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to the said dismissal of the said Action and pursuant to the said Section 52 and the said Section 33 respectively the Owner hereby agrees declares and covenants with the Council that from the date on which the aforesaid Action shall be dismissed the Property shall be permanently subject to the conditions restricting or regulating the development or use of the Property specified in the First Part of the Second Schedule hereto and the Acts specified in the Second Part of the Second Schedule hereto shall be executed by the Owner

2. THE expressions "the Council" and "the Owner" shall where the context so admits include their respective successors in title and assigns provided that in the event that Roy Dunthorne ceases to be the owner in fee simple in possession of the land described in the First Schedule he shall cease to be bound by this Agreement.

I N W I T N E S S whereof the Council has caused its Common Seal to be hereunto 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 freehold land situate and known as Hill House Farm Limpenhoe Cantley in the County of Norfolk which is for the purpose of identification only delineated and edged red on the plan annexed hereto

THE SECOND SCHEDULE REFERRED TO:

THE FIRST PART

THE CONDITIONS

- (i) The owner shall not from the date of this Agreement use, cause or allow to be used on the Property a slurry system of waste disposal for the disposal of waste from any pigs kept on the property
- (ii) For the purpose of clarification it is agreed that slurry is a mixture of excreta (faeces and urine) either by itself or mixed with cleaning water, rainwater and small quantities of bedding material. A slurry system of waste disposal is one by which the pigs are kept upon slatted floors so that the waste runs through the slatted floors and drains away. For the avoidance of doubt it is expressly agreed that the prohibition does not apply to the keeping of pigs upon straw or other substance.

THE SECOND PART

THE ACTS

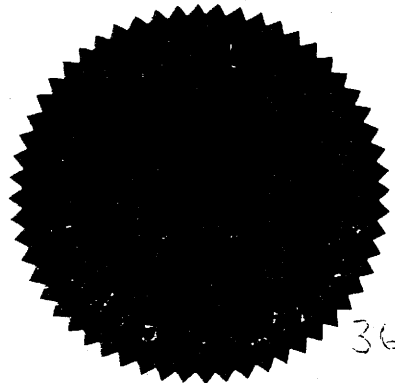
The Owner shall from the date of this Agreement:-

- (i) use every endeavour to dispose of the contents of a lagoon hatched green on the said plan by the first day of April One Thousand Nine Hundred and Ninety and in any event by the first day of April One Thousand Nine Hundred and Ninety One.
- (ii) not add any slurry to the said lagoon
- (iii) back-fill the said lagoon as it is emptied

THE COMMON SEAL of BROADLAND)

DISTRICT COUNCIL was hereunto)

affixed in the presence of:)




Deputy Director of Administration

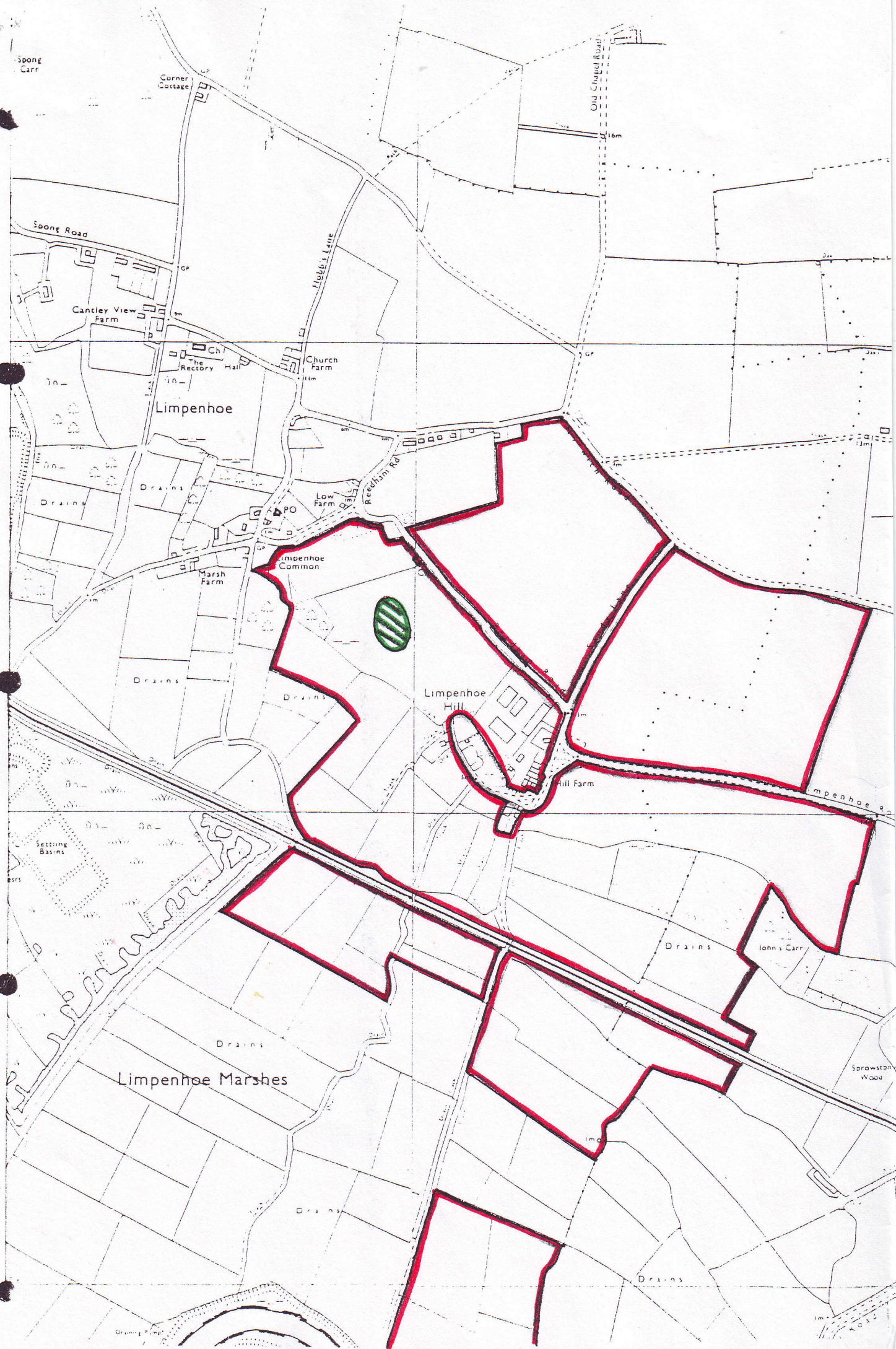
SIGNED SEALED AND DELIVERED)

by the said ROY DUNTHORNE in)

the presence of:-)

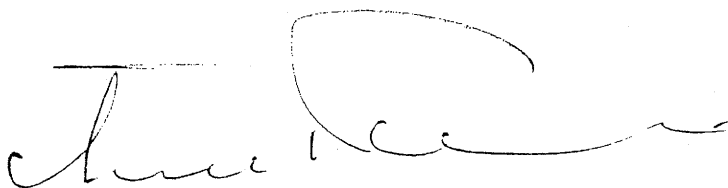
R. Dunthorne

W. Jordan
3 Redwell Street
Norwich
Solicitor



Barclays Bank PLC whose registered office is situate at 54 Lombard Street, London EC3 as Mortgagee by virtue of a Legal Charge dated the 23rd day of January 1968 and made between Roy Dunthorne (1) and Barclays Bank PLC (2) hereby grants its consent to Roy Dunthorne to enter into this Agreement with the Broadland District Council.

Dated the sixth day of January 1989

A handwritten signature in dark ink, appearing to read 'M H Price', with a large, stylized loop at the end.

M H Price
Business Centre Manager

DATED 14~~th~~ March 1988

BROADLAND DISTRICT COUNCIL

and

MR. R. DUNTHORNE

A G R E E M E N T

relating to land at Hill House Farm,
Limpenhoe, Cantley in the County of
Norfolk

Section 52, Town and Country Planning
Act, 1971

B.A. Yates,
Director of
Administration,
Broadland District Council,
Thorpe Lodge,
Yarmouth Road,
Norwich, NR7 ODU.

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