

THIS AGREEMENT is made the

day of August 1977 BETWEEN THE BROADLAND DISTRICT

COUNCIL (hereinafter called "the Council") of the one part and MICHAEL STUART COOKE of 25 Chenery Drive Sprowston in the County of Norfolk (hereinafter called "the Owner") of the other part WHEREAS

- (1) The Council is the Local Planning Authority for the purposes of this Agreement
- (2) The Owner is seised in unincumbered fee simple in possession of property described in the First Schedule hereto (hereinafter called "the Property")
- (3) Pursuant to Section 52 of the Town and Country Planning Act 1971 the Council and the Owner have agreed to complete this Agreement

NOW THIS DEED WITNESSETH as follows:

- 1. Pursuant to Section 52 of the said Act the Owner hereby agrees declares and covenants with the Council that the Property shall permanently be subject to the conditions (restricting or regulating the development or use of the land) specified in the Second Schedule hereto
- 2. It is agreed that Section 126 of the Housing Act 1974 shall apply to this Agreement and the covenants herein appearing
- 3. The expressions "the Council" and "the Owner" shall where the context admits include their respective successors in title and assigns

IN WITNESS whereof the Council have hereunto caused their Common Seal to be affixed and the Owner has affixed his Hand and Seal the day and year first above written

THE COMMON SEAL of the BROADLAND DISTRICT COUNCIL was hereunto affixed in the presence of: Chairman Chief Executive and Clerk SIGNED SEALED AND DELIVERED by the within named MICHAEL STUART COOKE in the presence of: J.L. Rattle local government officer.

THE FIRST SCHEDULE REFERRED TO:

THE PROPERTY

Land and Buildings within the curtilage of Number 25 Chenery Drive in the Parish of Sprowston in the County of Norfolk

THE SECOND SCHEDULE REFERRED TO: THE CONDITIONS

- 1. No person other than the Owner shall be employed on the premises to assist with or carry on the business of an Insurance Agent
- 2. Upon the owner ceasing to use the premises in connection with his business as an Insurance Agent the premises will cease to be used for business purposes and without the grant of planning permission given on a planning application the premises will be used only as a dwellinghouse or for a purpose ancillary or incidental thereto notwithstanding the terms of the Town and Country Planning (Use Classes) Order 1972 and the Town and Country Planning (General Development) Order 1977 or any modification or replacement thereof

BROADLAND DISTRICT COUNCIL

-and-

MICHAEL STUART COOKE

AGREEMENT

Under Section 52 of the Town and Country Planning Act, 1971

P.M. Taylor, LL.B., Thorpe Lodge, Yarmouth Road, Norwich.