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THIS AGREEMENT is made the Tenth day of JANUARY 1985 BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich in the County of Norfolk (hereinafter called "the Council") of the first part GRAHAM MARTIN DACRE of Ash Tree Farm Attlebridge in the said County (hereinafter called "the Owner") of the second part and HARRIS QUEENSWAY PLC of Harris House 76 High Street Orpington in the County of Kent (hereinafter called "the Tenant") of the third 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 but subject to the Lease hereinafter recited
3. The property is demised to the Tenant for a term of twenty-seven years from the First day of January One thousand nine hundred and eighty four
4. The Owner has applied to the Council under reference number 84.1095 for Planning Permission for development to be carried out on the land (hereinafter called "the green land") shown on the plan annexed hereto (hereinafter called "the plan") and on the plan edged green
5. The Council the Owner and the Tenant 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 for the purpose of regulating or restricting the use of the property on account of the car parking provision available in connection with the property if the said Planning Permission is implemented

NOW THIS DEED WITNESSETH as follows:

1. Subject to Planning Permission being granted in consequence of Application Number 84.1095 and pursuant to Section 52 of the said Act the



Owner and the Tenant hereby jointly and severally agree declare and covenant 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" "the Owner" and "the Tenant" shall where the context so admits include their respective successors in title and assigns

IN WITNESS whereof the Council and the Tenant have hereunto caused their respective Common Seals 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 retail warehouse situate at Roundtree Way and Roundtree Close Sprowston in the said County which warehouse is shown on the plan and thereon edged red

THE SECOND SCHEDULE REFERRED TO

THE CONDITIONS

During the period in which the planning permission reference 84.1095 is implemented and unless and until the green land is laid out to the satisfaction of the Council and used solely as a parking area for motor vehicles ancillary to the use of the property no goods shall be sold or offered for sale on the property except carpets floor coverings furniture furnishings and household textiles and motor cars and such other goods as the Council in writing may agree pursuant to this provision can be sold or offered for sale on the property such other goods being of a character or nature that the Council is satisfied will not result in increased traffic

generation which might lead to congestion on either or both of the highways known as Roundtree Way and Roundtree Close Provided that if at any time in the future there shall be available for use in connection with the property parking facilities for motor vehicles which satisfy the then current policies (whether formal or informal) of the Council in respect of motor vehicle parking provision in relation to premises in similar locations to and being used or to be used for the same purposes as the property would then be used for if there was no restriction on the class or type of goods which could be sold or offered for sale there then the owner or any person deriving title under him or any person authorised by the owner or a person deriving title under him will not be prohibited by this Agreement from selling or offering for sale goods of any kind or type on the property whilst such motor vehicle parking facilities satisfy those policies referred to earlier herein

THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed in the)
presence of:)



2443.

E. W. M.
Chairman
B. L. Grant
Chief Executive and Clerk

THE COMMON SEAL of)

HARRIS QUEENSWAY PLC)

was hereunto affixed in the)

presence of:)



DIRECTOR

COMPANY SECRETARY

SIGNED SEALED AND DELIVERED)

by the said)

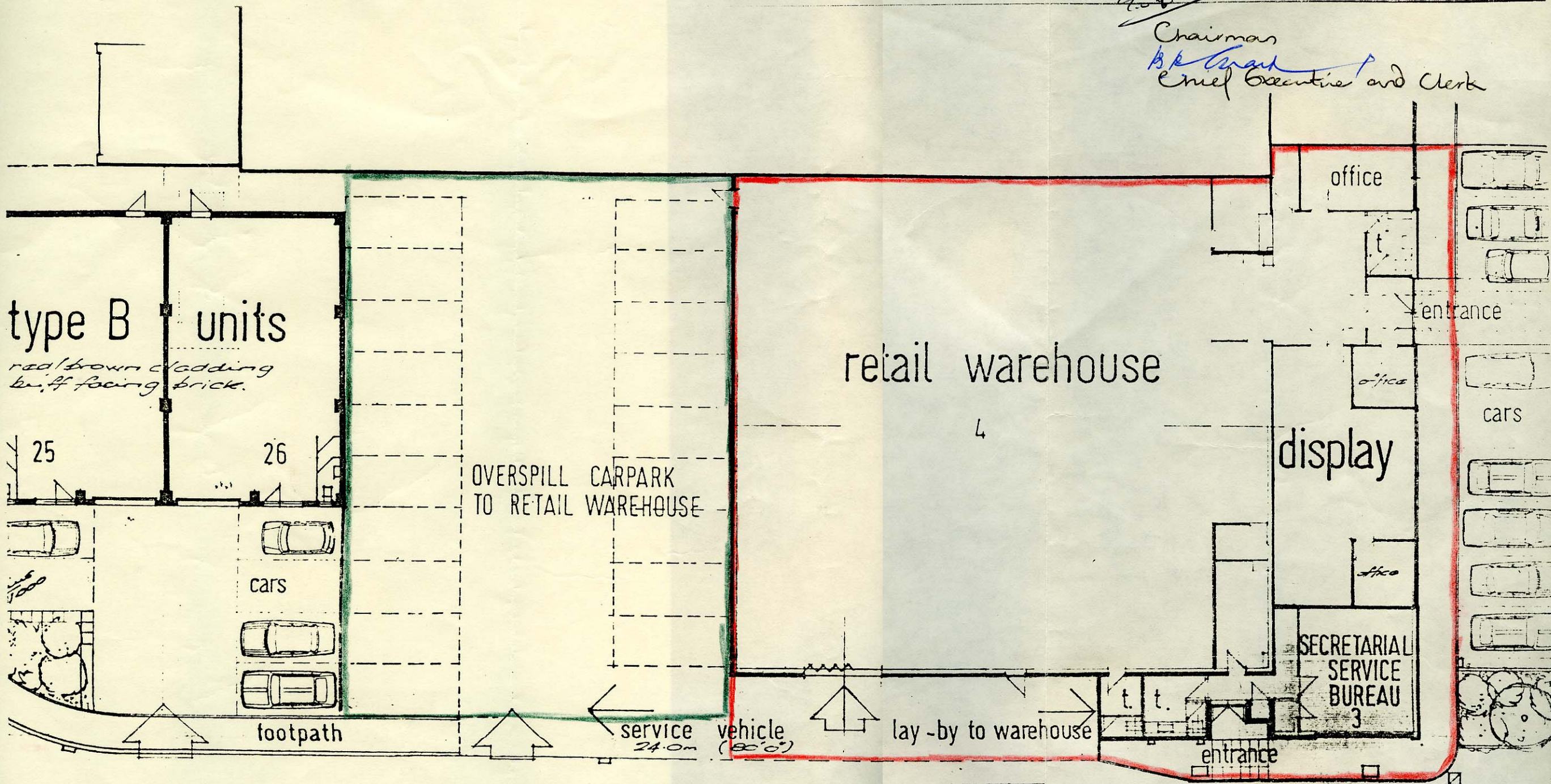
GRAHAM MARTIN DACRE)

in the presence of:-)

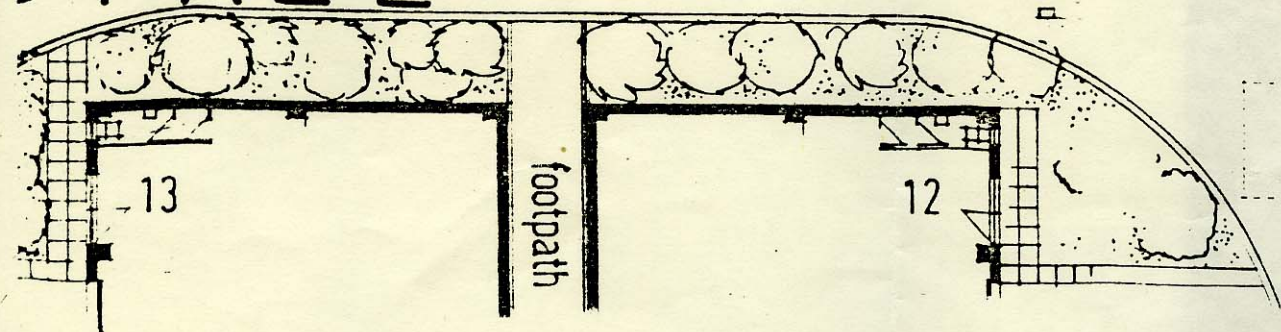
RICHARD PAUL NASH



Chairman
Chief Executive and Clerk



EXISTING CONCRETE SERVICE ROAD
TREE CLOSE



5
DIRECTOR
Plan No 1
COMPANY SECRETARY
Scale 1:100



Dated 10th JANUARY, 1985.

BROADLAND DISTRICT COUNCIL

and

G.M. DACRE

AGREEMENT

relating to Retail Warehouse
situate at Roundtree Way and
Roundtree Close Sprowston
in the County of Norfolk

S.52. Town and Country
Planning Act 1971.

B.A. Yates,
District Solicitor,
Broadland District Council,
Thorpe Lodge,
Yarmouth Road,
Norwich, NR7 ODU.