



THIS AGREEMENT is made the SH day of 1975 BETWEEN BROADLAND DISTRICT COUNCIL (hereinafter called "the Council) of the one part and ROGER CLAUDE. POWLES of 15 CHENCEY DRIVE WROWHAM TO NORWOOM authorised to sign this Agreement on behalf of himself and BRYAN. ROY COPLEY of 56 Grove Avenue Costessey trading in partnership as Copley and Powles in the County of Norfolk (hereinafter called "the Owners) of the other part

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of this Agreement.
- (2) The Owners are seised in unincumbered fee simple in possession of the property described in the First Schedule (hereinafter called "the Property").

NOW THIS DEED WITNESSETH as follows:

- 1. Pursuant to Section 52 of the Town and Country Planning Act 1971 and in consideration of the Council's covenant hereinafter mentioned the Owners hereby agree declare and covenant with the Council that the Property shall be subject to the conditions (restricting the development and/or use of the Property) specified in the Second Schedule hereto.
- 2. In consideration of Clause 1 hereof the Council hereby agrees with the Owners to issue a planning consent for an extension to the garage already situate on the Property for the maintenance and repair of motor vehicles (application number 75.1083).
- 3. The expressions "the Council" and "the Owners" shall where the context admits include their respective successors in title and assigns.

IN WITNESS whereof REFER CLAUDE POWLES on behalf of the owners has hereunto set his Hand and Seal and the Council have hereunto affixed their Common Seal.

Signed Sealed and Delivered) by ROGER CLAUDE)
POWLES in the presence of)

The Common Seal of the BROADLAND DISTRICT COUNCIL was hereunto affixed in the presence of

Chairman

Chief Executive and Clerk

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THE FIRST SCHEDULE REFERRED TO: THE PROPERTY

All that land and buildings at Hluhluwe, The Street, Felthorpe in the County of Norfolk shown edged red on the plan accompanying planning application number 75.1083

THE SECOND SCHEDULE REFERRED TO: THE RESTRICTIONS

RHR. Rel.

The Owners will within a period of ene month following the issue of the planning consent referred to at Clause 2 above:-

- (i) cease to use the Property for any purpose which requires planning consent unless the requisite consent has been obtained;
- (ii) demolish all the existing Arcon type temporary buildings on the Property; and
- (iii) remove from the Property the demolished buildings and all existing scrap materials.

