Nine Hundred and Eighty Four BETWEEN BROADLAND DISTRICT COUNCIL of Thorp Lodge Yarmouth Road Norwich in the County of Norfolk (hereinafter call the Council") of the one part and J.D. AND R. GRADY LIMITED of 10

Hurricane Way Norwich NR6 6EZ (hereinafter called "the Owner") of the other 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
- 3. The Owner has applied to the Council under reference number 83.2419 for Planning Permission for development to be carried out on the property hereinafter described
- 4. The Council and the Owner 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

## NOW THIS DEED WITNESSETH as follows:

- 1. Subject to Planning Permission being granted in consequence of Application Number 83.2419 and pursuant to Section 52 of the said Act the Owner hereby agrees declares and covenants 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" and "the Owner" shall where the context so admits include their respective successors in title and assigns

IN WITNESS whereof the Council has hereunto caused its Common Seal 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 piece or parcel of land fronting onto Church Street

Coltishall in the County of Norfolk all of which is for the purpose of identification only shown on the plan attached hereto and thereon edged red.

#### THE SECOND SCHEDULE REFERRED TO

#### THE CONDITIONS

- 1. Not more than one month after the owner shall have demolished and cleared the site of all existing buildings he will start work on the building necessary to implement planning permission reference 83.2419.
- 2. The owner will proceed with the construction of the buildings

  permitted by the said permission with all due speed and diligence and will

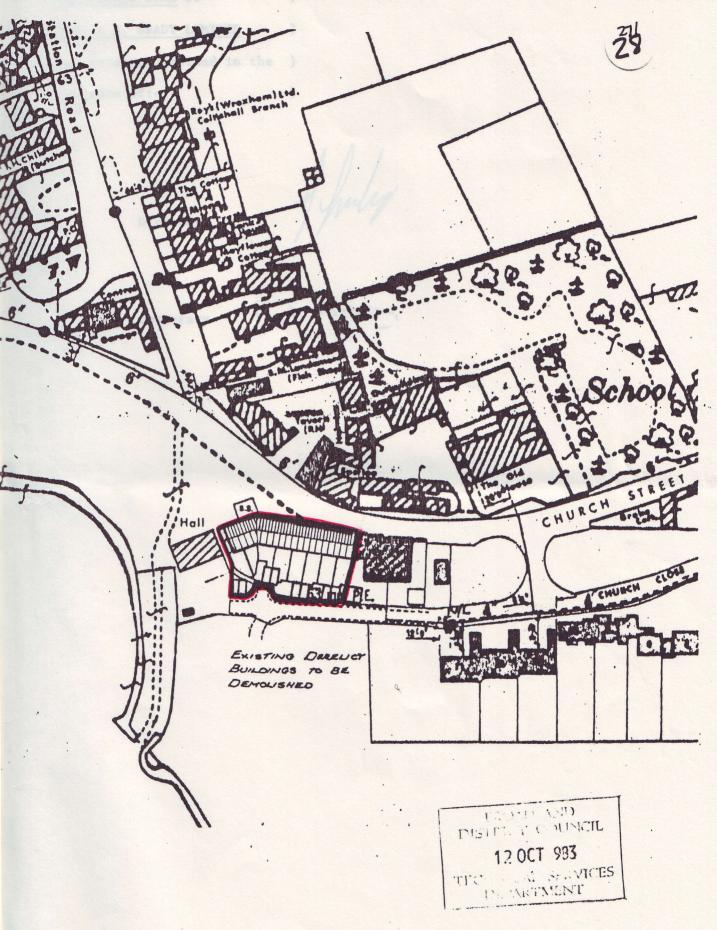
  use his best endeavours to ensure that they are completed and ready for

  occupation within two years from the date hereof

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BROADLAND DISTRICT COUNCIL )	
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The expressions "the Council" and "the Owner" shall where the context

# THE MALTINGS - COLTISHALL



THE COMMON SEAL of	)
J.D. & R. GRADY LIMITED	)
was hereunto affixed in the	)
presence of:-	)

of July

Director

Secretary P.J. Bruss.

## BROADLAND DISTRICT COUNCIL

and

# J.D. & R. GRADY LIMITED

#### AGREEMENT

relating to piece or parcel of land fronting onto Church Street, Coltishall, Norfolk.

S.52. Town and Country Planning Act 1971.

K.M.FRANCIS,
District Solicitor & Deputy Clerk,
Broadland District Council,
Thorpe Lodge,
Yarmouth Road,
Norwich, NR7 ODU.