

THIS AGREEMENT is made the *Nineteenth* day of  
*March* One thousand nine hundred and eighty-six

B E T W E E N:- THE BROADS AUTHORITY of Thomas Harvey House 18  
Colegate Norwich ("the Authority") of the first part SANDERSON MARINE  
CRAFT LIMITED whose registered office is situate at Reedham Norfolk  
("the Owners") of the second part and RUPERT ANTHONY SANDERSON of  
Riverside Reedham Norfolk ("Mr. Sanderson") of the third part

W H E R E A S:-

(1) In accordance with Sections 101 and 102 of the Local Government  
Act 1972 the Authority exercises the functions of the local planning  
authority for the purposes of the Town and Country Planning Act 1971  
("the 1971 Act") for the Parish of Reedham within which the land shown  
edged red and edged blue on the attached plan (respectively "the red  
land" and "the blue land") is situated

(2) The Owners are the owners in fee simple in possession of the red  
land subject to a Legal Charge in favour of Barclays Bank Limited  
dated 25th January 1977

(3) Mr. Sanderson is the owner in fee simple in possession of the blue  
land subject to a Legal Charge in favour of Barclays Bank Limited  
dated 26th October 1982

(4) Barclays Bank Limited have consented to the making of this  
Agreement

(5) The Owners have made application (reference No. 84/2034) dated  
30th October 1984 ("the application") in accordance with the  
provisions of the 1971 Act and the orders and regulations for the time  
being in force thereunder for planning permission to develop the red  
land as follows:-

(a) to widen an existing mooring dyke

(b) for use as a boatyard; and

(c) to use a barn for the maintenance and repair of craft

(6) The Authority has refused the application and the Owners have appealed to the Secretary of State in accordance with the provisions of the 1971 Act

(7) The Authority is concerned to ensure that in the event of the Secretary of State granting planning permission the development does not lead to a material overall increase in the number of boats operating from or built maintained and repaired on the red land and the blue land

N O W T H I S D E E D W I T N E S S E T H:-

1. This Agreement is made in pursuance of Section 52 of the 1971 Act, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

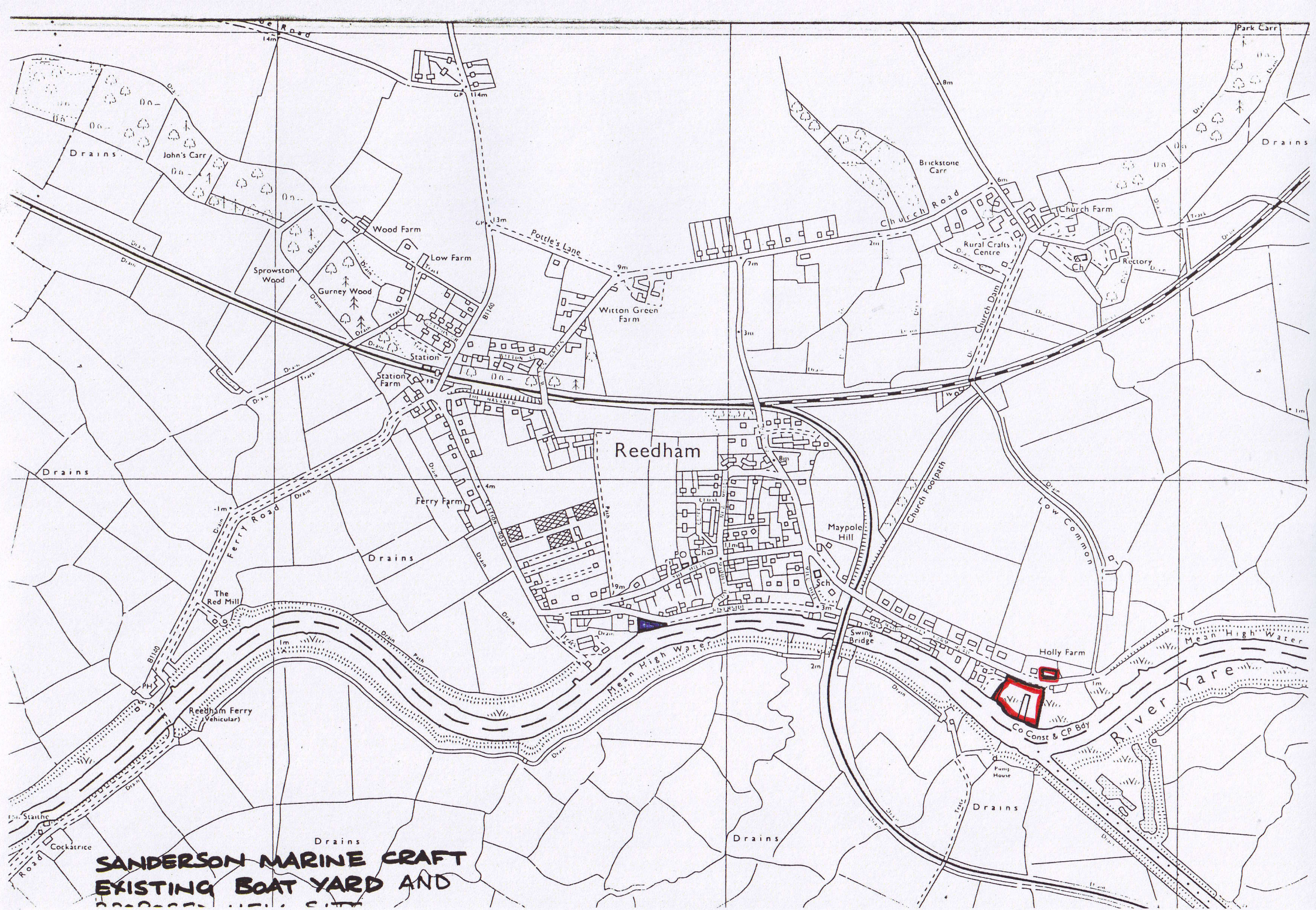
2(a) The Owners hereby covenant with the Authority that they will not cause or permit the number of motor craft operating from or kept on the red land to exceed 30 at any time of which not more than 15 shall be hire craft and not more than 15 shall be private craft (subject to any variation agreed from time to time in writing by the Authority and the Owners)

(b) Mr. Sanderson hereby covenants with the Authority that after the expiration of the period of six months beginning with the date of the commencement of any development of the red land which may be permitted upon the determination of the appeal he shall not use the blue land for the mooring hiring building repair or maintenance of boats other than for the mooring of private pleasure boats incidental to the enjoyment of any dwelling house or houses on the blue land constructed or to be constructed

(c) "Motor Craft" for the purposes of this Agreement shall mean motor Cruisers and motor launches but shall not include:-

(i) craft whose primary method of propulsion is not by means of a motor notwithstanding that they may have an auxiliary motor;





**SANDERSON MARINE CRAFT  
EXISTING BOAT YARD AND  
PROPOSED NEW SITE**



(ii) craft which are used as tenders to craft falling within sub-clause (i) above

3. Nothing in Clause 2 (b) above shall prevent Mr. Sanderson from using the blue land for the mooring hiring building repair or maintenance of boats insofar as the red land is being used

(a) for the storage fitting out or repair of up to three boats in accordance with planning permission granted by the Authority pursuant to application No. 85/1791

(b) for the standing of up to six boats in accordance with planning permission granted by the Authority pursuant to application No. 85/1792

4. This Agreement shall have effect from the date hereof subject only to the right of the Owners and Mr. Sanderson jointly to terminate the Agreement by written notice to the Authority (which notice shall be addressed to the "Solicitor to the Broads Authority") in the event that planning permission is not granted to the application upon the determination of the appeal

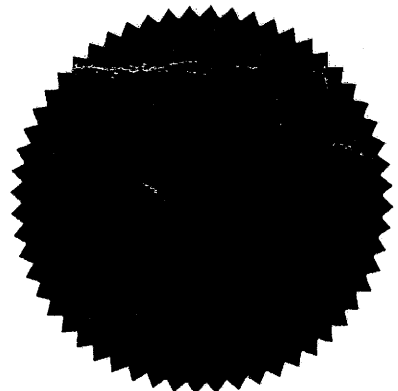
5. The expressions "the Authority" "the Owners" and "Mr. Sanderson" shall include their respective successors and assigns as appropriate within the terms of section 52 of the 1971 Act

I N W I T N E S S whereof the Norfolk County Council has affixed its Common Seal on behalf of the Authority the Owners have affixed their common seal and Mr. Sanderson has set his hand and seal the day and year first before written

THE COMMON SEAL of NORFOLK )  
COUNTY COUNCIL was hereunto )  
affixed in the presence of:- )

*Mr. Sanderson*

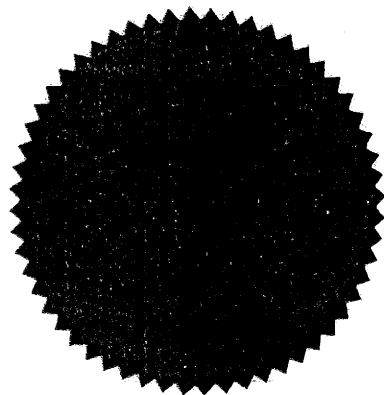
County Solicitor and Solicitor to Broads Authority



THE COMMON SEAL of SANDERSON )  
MARINE CRAFT LIMITED was )  
hereunto affixed in the )  
presence of:- )

*[Signature]*

DIRECTOR



SECRETARY *GA Sanderson*

SIGNED SEALED AND DELIVERED by )  
the said RUPERT ANTHONY )  
SANDERSON in the presence of:- )

*[Signature]*



*One Warrack  
Schmidt,  
Norwich*

DATED

19<sup>th</sup> March

1986

THE BROADS AUTHORITY

- and -

SANDERSON MARINE CRAFT LIMITED

- and -

RUPERT ANTHONY SANDERSON

A G R E E M E N T

relating to land at Reedham pursuant  
inter alia to Section 52 of the Town  
and Country Planning Oct 1971

T.D.W. Molander, Esq., M.A.,  
County Solicitor,  
Norfolk County Council,  
County Hall,  
Martineau Lane,  
Norwich, NR1 2DH.