

THIS AGREEMENT is made the 23rd day of April One thousand nine hundred and eighty ~~four~~ ^{five} BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge

Yarmouth Road Norwich in the County of Norfolk (hereinafter called "the Council") of the one part and JOHN CARL COMER of Mill Lane End Lenwade in the County of Norfolk (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 84.1793 for Planning Permission for development to be carried out on the land shown edged blue on the plan annexed hereto
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 84.1793 and pursuant to Section 52 of the said Act and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 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 and the works specified in the Second Schedule shall be executed at the time therein mentioned
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 messuage or dwellinghouse known as Wensum Cottage Mill Lane Lenwade aforesaid shown for the purpose of identification only edged red on the plan annexed hereto

THE SECOND SCHEDULE REFERRED TO

THE CONDITIONS

All buildings or parts thereof on or comprising the property shall be demolished and the materials resulting from such demolition removed from the property prior to the implementation of the hereinbefore mentioned Planning Permission and thereafter at no time shall any structure or building for the purpose of human habitation be on the property or the property used for the purpose of human habitation

THE COMMON SEAL of)

BROADLAND DISTRICT COUNCIL)

was hereunto affixed in the)

presence of:)



25/4

[Signature]
Chairman
[Signature]
Chief Executive and Clerk

Lenwade Street

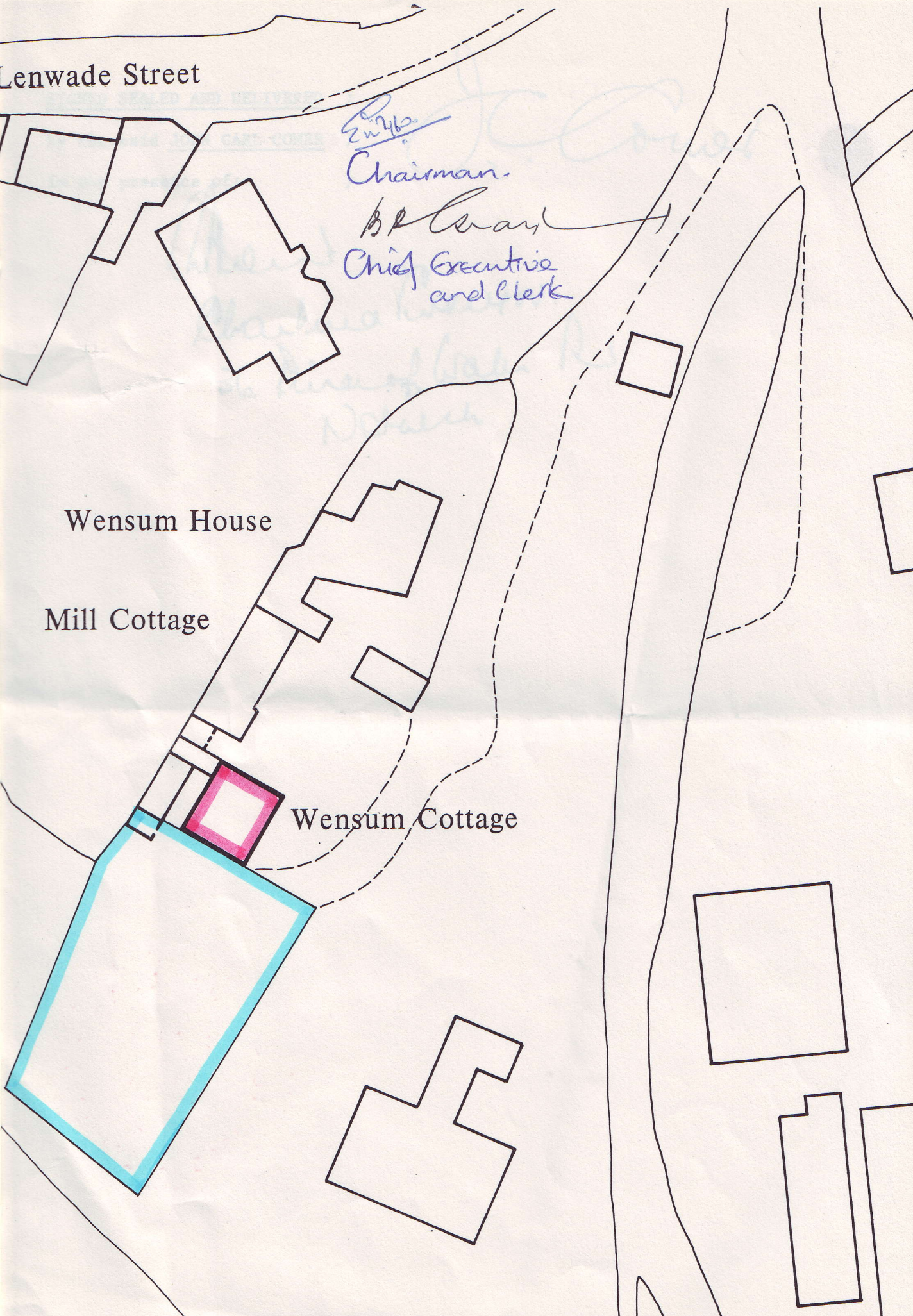
En 4/62
Chairman.

B. P. Lewis
Chief Executive
and Clerk

Wensum House

Mill Cottage

Wensum Cottage



SIGNED SEALED AND DELIVERED)

by the said JOHN CARL COMER)

in the presence of:-)

J. C. Comer

Witness

Charles Comer W.

36 Pine of Water R.

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Dated 23. April 1985.

BROADLAND DISTRICT COUNCIL

and

JOHN CARL COMER

AGREEMENT

relating to Wensum Cottage,
Mill Lane, Lenwade,
Norfolk.

S.52. Town and Country
Planning Act 1971.

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