

DATED

8th November

1989

BROADLAND DISTRICT COUNCIL

-and-

T. PIMLOTT, ESQ AND OTHERS

A G R E E M E N T

Under Section 52
of the Town & Country
Planning Act 1971

Daynes Hill & Perks
Solicitors
NORWICH

Ref: PNM/L05/JCH/51

T H I S A G R E E M E N T is made the ^{8th} day of
November

One thousand nine hundred and eighty-nine
B E T W E E N BROADLAND DISTRICT COUNCIL of Thorpe Lodge
Yarmouth Road Norwich in the County of Norfolk (hereinafter
called "the Council") of the one TREVOR PIMLOTT of Weston
Covert Weston Longville in the said County MELVYN PIMLOTT of
Fairfield House Morton Lane Weston Longville aforesaid ALAN
PIMLOTT of Mayfield Buxton Road Frettenham in the said County
and MELANIE PIMLOTT of Clay Hall Great Witchingham in the said
County (hereinafter together called "the Partners")

W H E R E A S

- (1) The Council as the Local Planning Authority for the
 purposes of this Agreement.
- (2) The Partners are seized in fee simple absolute in
 possession of the property delineated on the plan
 annexed hereto and thereon edged red (hereinafter called
 "the Red Land") which comprises part of a farm known as
 Clay Hall Farm Great Witchingham aforesaid free from
 incumbrances
- (3) The Partners have applied to the Council under Reference
 Number 88.3361 for planning permission to carry out on
 the red land or some part or parts thereof activities
 which fall within Use Class B7 Special Industrial Group
 E of the First Schedule to the Town and Country Planning
 (Use Classes) Order 1987 ("the Application")

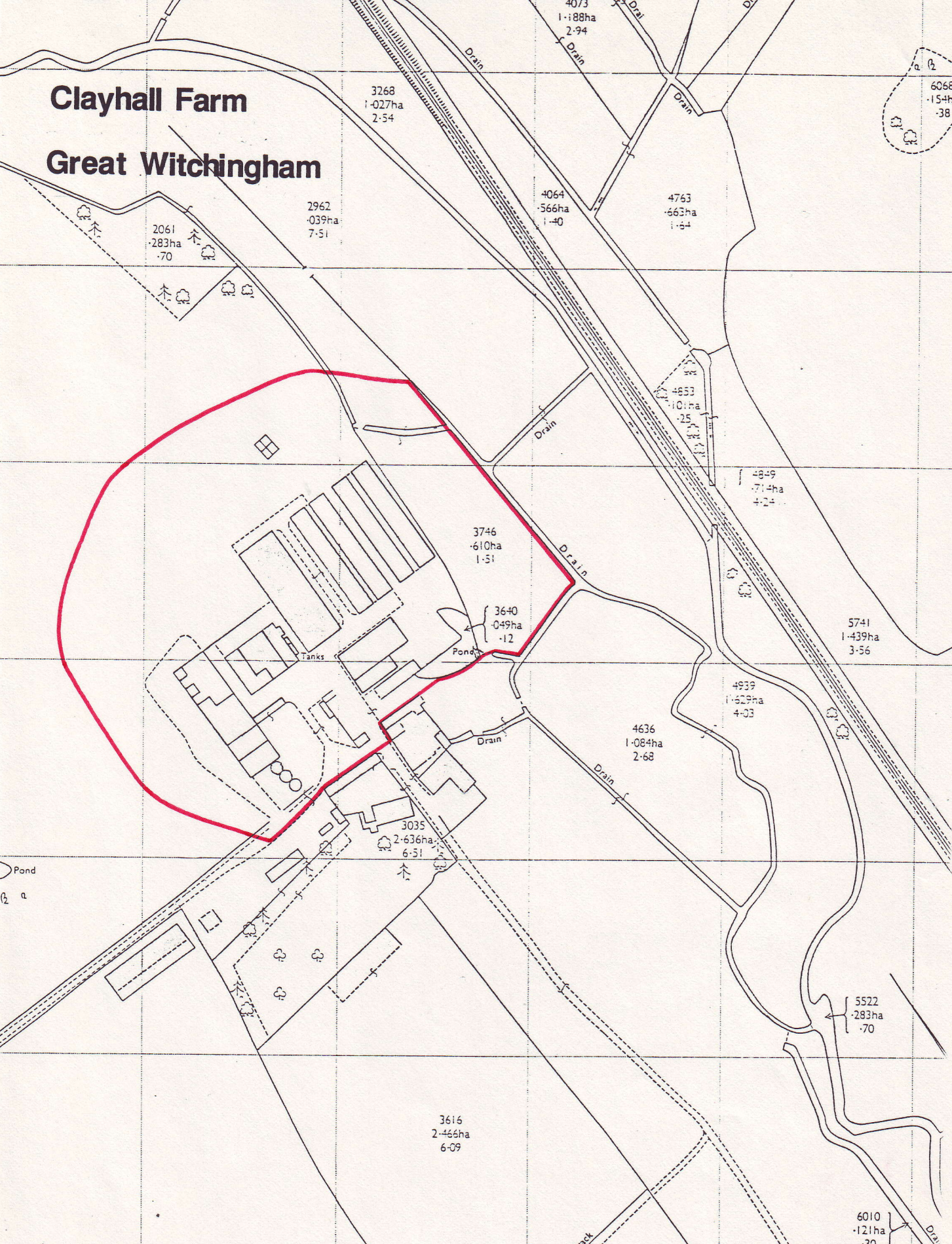
- (4) The Council and the Partners have agreed subject to planning permission being granted in consequence of the Application to enter into this Agreement pursuant to Section 52 of the Town and Country Planning Act 1971 ("Section 52")

NOW THIS DEED WITNESSETH as follows:-

1. SUBJECT to planning permission being granted in consequence of the Application and pursuant to Section 52 the Partners HEREBY JOINTLY AND SEVERALLY AGREE DECLARE AND COVENANT with the Council that from the date on which the said planning permission shall be granted and during any period in which any of the permitted activities are carried on by the Partners on the red land, the red land or part or parts thereof shall not be used for the purpose of either:-
 - (a) the keeping of pigs; or
 - (b) the boiling of swill
2. IF at any time the Partners are of the opinion that the circumstances are such that it would be appropriate for this Agreement to be discharged or varied then they may make application in writing to the Council for such variation or discharge stating their reasons therefor
- 3.(i) IF the Council does not within three months of the making of an application under clause 2 hereof consent to such discharge or variation then the said application shall, on the reference of the Partners, be determined

Clayhall Farm

Great Witchingham

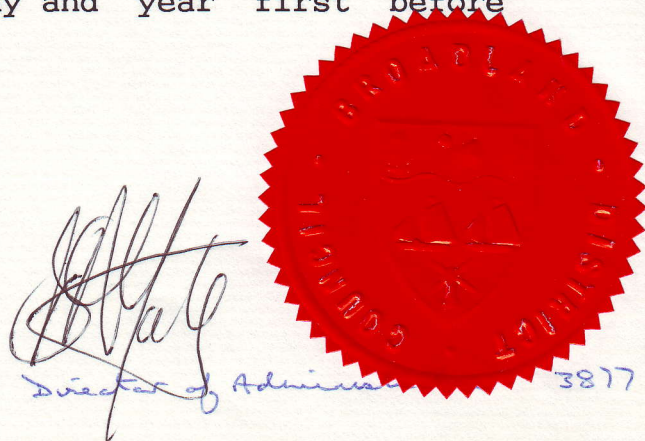


by a single Arbitrator to be appointed by the agreement of the Council and the Partners and in default by the President for the time being of the Law Society or if the President is not available to make such appointment then the next senior officer of the Law Society so available and the decision of such single Arbitrator shall be binding upon the parties hereto and such arbitration shall be conducted in accordance with the legislation then governing the conduct of arbitration.

- (ii) THE said Arbitrator shall have regard to matters recited and set out herein and shall have due regard to all the facts pertaining to the Application and the consequent grant of planning permission and the circumstances prevailing at the time of the reference including Town & Country Planning policies and principles and IT IS EXPRESSLY ACKNOWLEDGED AND AGREED that the Arbitrator shall not be constrained by the law or policies governing the variation or discharge of section 52 Agreements by the Lands Tribunal under the provisions of section 84 of the Law of Property Act 1925

IN WITNESS whereof the Council has caused its Common Seal to be affixed hereto and the Partners have hereunto set their respective hands and seals the day and year first before written

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



Director of Administration

SIGNED SEALED AND DELIVERED by the)
said TREVOR PIMLOTT in the)X
presence of:-)

Trevor Pimlott

Name *Keith Forster*
Add *"Judah" The Street*
Hethorse, Wornick
Occ *Supervisor*

SIGNED SEALED AND DELIVERED by the)
said MELVYN PIMLOTT in the)X
presence of:-)

M. Pimlott

Name *Keith Forster*
Add *"Judah" The Street*
Hethorse, Wornick
Occ *Supervisor*

SIGNED SEALED AND DELIVERED by the)
said ALAN PIMLOTT in the)X
presence of:-)

Alan Pimlott

Name *Keith Forster*
Add *"Judah" The Street*
Hethorse, Wornick
Occ *Supervisor*

SIGNED SEALED AND DELIVERED by the)
said MELANIE PIMLOTT in the)Y
presence of:-)

Melanie Pimlott

Name *Keith Forster*
Add *"Judah" The Street*
Hethorse, Wornick
Occ *Supervisor*