

THIS AGREEMENT is made the hoenty second

day of April one thousand nine hundred and seventy seven

BETWEEN the DISTRICT COUNCIL of BROADLAND (hereinafter called

"the Council") of the one part and SIMON MITCHELL of Yare Farm,

Bramerton in the County of Norfolk (hereinafter called "the Owner")

of the other part

#### WHE REAS:

- 1. The Council is the Local Planning Authority for the purposes of this agreement
- 2. The Owner is seised in unincumbered fee simple in possession of property described in the First schedule hereto (hereinafter called "the property")
- 3. Pursuant to Section 52 of the Town and Country Planning
  Act 1971 the Council and the Owner have agreed to complete
  this agreement

# NOW THIS DEED WITNESSETH as follows:

- (a) Pursuant to Section 52 of the said Act the Owner hereby agrees declares and covenants with the Council that the property shall be permanently subject to the conditions (restricting or regulating the development or use of the land) specified in the Second schedule hereto
- (b) It is agreed that Section 126 of the Housing Act 1974 shall apply to this agreement and the covenants herein appearing



(c) The expressions "the Council" and "the Owner" shall where the context admits include their respective successors in title and assigns \_\_\_\_

IN WITNESS whereof the Council have hereunto affixed their Common Seal and the Owner his hand and seal the day and year first before written

THE COMMON SEAL

of the DISTRICT COUNCIL

of BROADLAND was hereunto

affixed in the presence of:-

Chairman J. Mass. Chief Executive and Clerk.

SIGNED SEALED AND

DELIVERED by the said

SIMON MITCHELL in

the presence of:-

Roger H. Redfern.
Rugby Cottage
Boiston Piss, Norfolk.

Aca Planning Office, Boadland Dotrict Council

Erect wall with door Living Room Forecourt Kitchen



scale 1.50

# THE FIRST SCHEDULE REFERRED TO:

### THE PROPERTY

That part of No. 6 Cromer Road in the Parish of Hellesdon in the County of Norfolk as delineated by a green line on the drawing annexed hereto (hereinafter called "the Drawing")

# THE SECOND SCHEDULE REFERRED TO:

# THE CONDITIONS

- 1. At his own expense the Owner will construct and complete on the property to the satisfaction of the Council a wall with a door of a width not exceeding 3' 6" between the existing floor walls and ceiling in the position shown marked in red on the drawing
- 2. Only that part of the property shown hatched blue on the Drawing shall be used for business purposes and no other part of the property shall be so used or used for any purpose other than as a dwellinghouse
- 3. Notwithstanding the provisions of the Town and Country Planning

  (General Development) Order 1973 (or any replacement thereof)

  no alteration shall be made to the front elevation of the

  property.