

THIS AGREEMENT is made the 28th day of November
One thousand nine hundred and eighty nine BETWEEN BROADLAND DISTRICT
COUNCIL of Thorpe Lodge Yarmouth Road Norwich in the County of Norfolk
(hereinafter called "the Council") of the one part and KEITH DAWSON COLMAN and
MARY ANN COLMAN both of 2 Greyfriars Mill Road Horstead and NICOLA JANE
EDELSTEN of Pheasant House Pilson Green South Walsham Norfolk (hereinafter
together called "the Owners") of the other part

WHEREAS

1. The Council is the Local Planning Authority for the purposes of this Agreement
2. The Owners are seized in fee simple absolute in possession of the piece or parcel of freehold land forming part of the grounds of the property known as Mill House Mill Road in the parish of Horstead in the said County of Norfolk shown edged red on the plan annexed hereto (which said piece or parcel of freehold land is hereinafter called "the Property") free from incumbrances
3. The Owners have applied to the Council under Reference Number 87.2540 for planning permission for development to be carried out on the Property
4. The Council and the Owners 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 87.2540 and pursuant to the said Section 52 and the said Section 33 respectively and subject to the provisions hereinafter set out the Owners hereby jointly and severally agree declare and covenant with the Council that from the date on which the aforesaid planning permission shall be granted the Property shall be subject to the conditions restricting or regulating the development ("the Development") or use of the Property specified in the first part of the Schedule hereto (the covenants) and the obligations specified in the second part of the said Schedule shall be performed by the Owners

2. The covenants shall only apply to that part of the property which shall be developed in accordance with the terms and conditions of the Planning Permission

3. The Council in consideration of the owners entering into this Agreement hereby covenant and undertake with the owners that if the Development shall not be carried out either on the whole or part of the property or there shall be a different Planning user granted at a later date on the property to that contemplated in the Planning Permission then the Council will with all practical speed release the property or where appropriate that part of the property which has either not been developed in pursuance of the Planning Permission or for which has been granted a different Planning user

4. It is hereby mutually agreed between the parties hereto that the purpose and intention of the covenants being imposed on the property is purely in so far as they relate to the Development and not by way of a general restrictive use

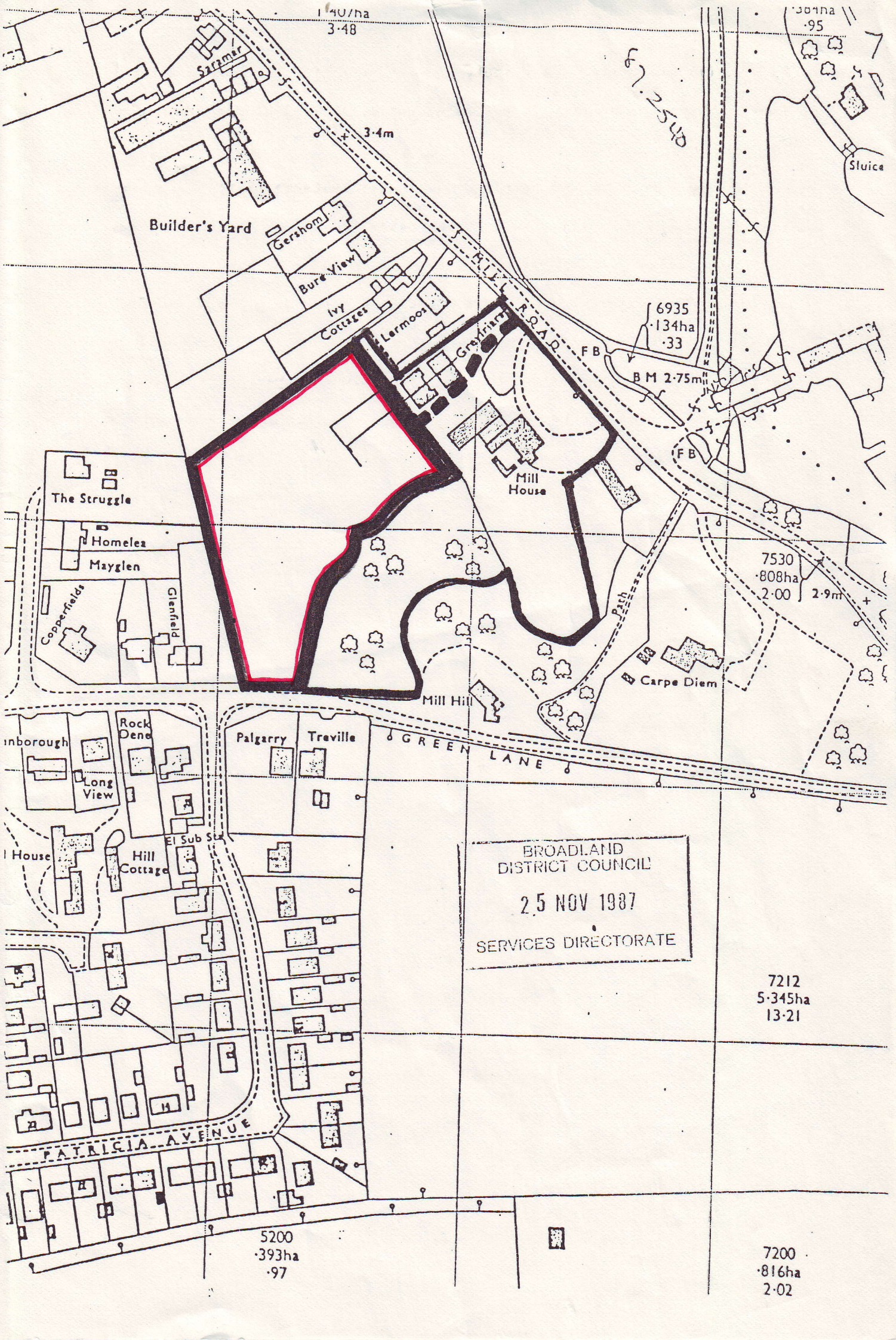
5. The expressions "the Council" and "the Owners" shall where the context so admits include their respective successors in title and assigns

IN W I T N E S S whereof the Council has caused its Common Seal to be affixed hereunto and the Owners have set their respective hands and seals hereunto the day and year first before written.

T H E S C H E D U L E

THE FIRST PART

None of the dwellings permitted by the said planning permission to be constructed on the Property shall be occupied by a person under the age of fifty five years unless he or she is a registered disabled person or the widower or widow of a former occupant of one of the dwellings who was himself or herself over the age of fifty five years when the widower or widow resided in the dwelling with that former occupier excepting that where any such dwelling is occupied by more than one person then not more than one of those occupants shall be aged less than fifty five year



1.40/ha
3.48

304ha
.95

67.2540

3.4m

Builder's Yard

Gershom

Bure View

Ivy Cottages

Larmoo

Grayfriars

FB

6935
134ha
.33

B M 2.75m

FB

Mill House

The Struggle

Homelea

Mayglen

Copperfields

Glenfield

7530
808ha
2.00

2.9m

Carpe Diem

Mill Hill

GREEN LANE

BROADLAND
DISTRICT COUNCIL
25 NOV 1987
SERVICES DIRECTORATE

7212
5.345ha
13.21

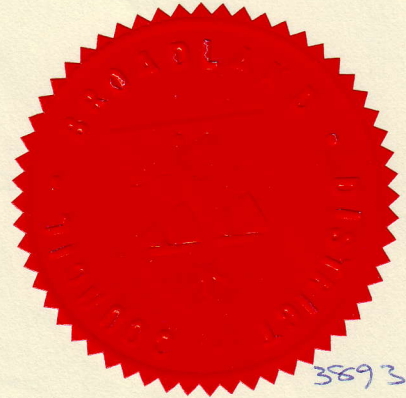
7200
816ha
2.02

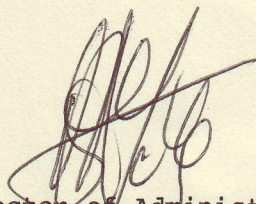
5200
393ha
.97

THE SECOND PART


1. The Owners will execute the development or work authorised by the said planning permission strictly in accordance with the plans forming part of that planning permission and observe fully all the conditions to which that planning permission is subject insofar as such conditions relate to the execution of such development or works
2. The Owners will at all time after the completion of the construction of the development or works authorised by the said planning permission provide or procure the provision of such warden or similar services to the occupants of the dwellings comprised within such development or works as shall meet with the reasonable satisfaction of the Council

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




Director of Administration

SIGNED SEALED AND DELIVERED)
by the said KEITH DAWSON COLMAN)
in the presence of:)



Witness :-

Address :-

Occupation :-

S.T. Blackburn
2 ALEXANDRA VILLAS
NORWICH ROAD.
HORSTEAD
SECRETARY

SIGNED SEALED AND DELIVERED

by the said MARY ANN COLMAN

in the presence of:

Witness: -

Address: -

Occupation: -

)

) MARY

)

S. J. Blackburn

2 ALEXANDRA VILLAS

NORWICH ROAD

HORSTEAD.

SECRETARY

SIGNED SEALED AND DELIVERED

by the said NICOLA JANE EDELSTEN

in the presence of:

Witness: -

Address: -

Occupation: -

)

) NJE

)

S. J. Blackburn

2 ALEXANDRA VILLAS

NORWICH ROAD

HORSTEAD.

SECRETARY.



Dated 28th November 1989

BROADLAND DISTRICT COUNCIL

and

KEITH DAWSON COLMAN

and

MARY ANN COLMAN

and

NICOLA JANE EDELSTEN

SECTION 52 AGREEMENT
LAND ADJOINING MILL HOUSE, MILL ROAD,
HORSTEAD

B.A. Yates
Director of Administration
Broadland District Council
Thorpe Lodge
Yarmouth Road,
Norwich NR7 0DU

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