

Dated *30 September* 2024

BROADLAND DISTRICT COUNCIL

-AND-



**DEED OF PLANNING OBLIGATION  
UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990**

relating to land north of Yarmouth Road,  
Blofield

THIS DEED is dated 30 September

2024

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL** of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich NR7 0WF (referred to as "the Council"); and
- (2) [REDACTED] of Quarry Lodge, Main Road, Honingham, Norfolk NR9 5AP, [REDACTED] of Honingham Mill, Colton Road, Honingham, Norfolk NR9 5AB and [REDACTED] of Quarry House, Main Road, Honingham, Norfolk NR9 5AP (referred to as "the Owners")

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is a local planning authority for the area within which the Site is located.
- (B) The Owners have applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (C) The Owners own the freehold of the land registered at the Land Registry under title number NK365944. Part of this land forms the Site.

## 1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
Application	The application for outline planning permission which was validated by the Council on 23 December 2020 for the Development and allocated reference number 20202392
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <ul style="list-style-type: none"><li>site clearance</li><li>demolition</li><li>archaeological investigations</li><li>ground surveys</li><li>removal of contamination</li><li>erection of temporary fences</li><li>temporary display of site notices and/or advertisements which are related to the Development</li></ul> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The development of the Site for up to 9 dwellings in accordance with the Permission
Dwelling	A dwelling to be built on the Site as part of the Development and "Dwellings" shall be construed accordingly
Index Linked	Index linked from January 2015 (Index 270) until the date any payment referred to in Schedule 2 only of this Deed is made, such index linking being equivalent to any change in the Royal Institute of Chartered Surveyors Build Cost

Information Service All in Tender Price Index (or if such indices cease to be published, another index notified to the Owners by the Nominated Officer)

**Nominated Officer** The senior officer of the Council responsible for development management or other officer of the Council notified to the Owners

**Occupation** Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:

construction

internal and external refurbishment

decoration

fitting-out

marketing

security operations

and 'Occupy' and 'Occupied' will be construed accordingly

**Permission** The planning permission to be granted by the Council pursuant to the Application or if the Council agrees (in its absolute discretion) in writing, another planning permission for the Development granted pursuant to section 73 of the Act

**Plan** The plan attached to this Deed at Schedule 1 titled "Site Location Plan" with reference 1561-CAM-XX-XX-DR-A-PL01

**Site** The land known as land north of Yarmouth Road, Blofield which forms part of the land registered at H M Land Registry under title number NK365944 shown edged red for identification purposes only on the Plan

**Trigger** Means the Commencement date and any trigger or



threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

## **2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to Section 106 of the Act and to the extent it does not contain planning obligations Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site
- 2.2 Covenants given by more than one party can be enforced against them individually or jointly
- 2.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 This Deed is governed by and interpreted in accordance with the law of England and Wales
- 2.6 References to any party to this Deed shall include successors in title to that party and any person deriving title through or under that party and in the case of the Council the successors to its statutory functions
- 2.7 Representatives of the Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
- 2.7.1 they do not enter any individual Dwelling; and

2.7.2 they adhere to all reasonable health and safety requirements.

- 2.8 For the avoidance of doubt it is agreed between the Parties that in the event of an application under Section 73 of the Act or any application for a replacement permission for the Development the obligations contained in this Deed will be reviewed and amended where appropriate.

### **3. CONDITIONALITY**

This Deed is conditional upon:

- (i) the grant of the Permission; and
- (ii) the Commencement of Development

save for the provisions of this Clause and Clauses 6.4, 7, 8, 9, 10 and any obligation contained in this Deed which must be performed prior to Commencement of Development which shall come into effect immediately upon the completion of this Deed

### **4. COVENANTS**

- 4.1 The Owners covenant with the Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed
- 4.2 The Council covenants with the Owners to comply with their respective requirements contained in this Deed

### **5. USE OF CONTRIBUTIONS INDEXATION AND INTEREST**

- 5.1 The improvements referred to in this Deed for which contributions are required may at the Council's absolute discretion be commenced or provided (in whole or in part) at any time after the date of this Deed even if payment of the relevant contribution may not have become due
- 5.2 If the improvements have been commenced or provided prior to the due date for payment of the relevant contribution then the payment will be regarded as a reimbursement of the costs incurred in providing the improvement
- 5.3 Nothing in this Deed binds the Owners to pay;

- 5.3.1 any contribution before the date on which it is due under Schedule 2, or
  - 5.3.2 any contribution at all if the relevant due date is not reached, or
  - 5.3.3 any greater contribution than provided in the relevant Schedule (subject to being Index Linked or being increased in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision (as appropriate))
- 5.4 The Council are entitled to use all interest accrued on each contribution specified in Schedule 2 from the date of actual payment of the contribution until the date when the contribution is spent
- 5.5 The contributions specified in Schedule 2 are to be Index Linked.
- 5.6 In the event of any delay in paying the contributions specified in Schedule 2 then from the due date of payment:
- 5.6.1 the contributions are a debt due to the Council and are recoverable by action by the Council; and
  - 5.6.2 are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to time from the due date for payment until the actual date of payment.
- 5.7 Any money from time to time held by the Council in respect of any payment made to the Council by the Owners under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return by the Council to the party who made that payment if that party:
- 5.7.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
  - 5.7.2 passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or
  - 5.7.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed.
- 5.8 The Council may spend part of each contribution specified in this Deed on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule.

## **6. OTHER PROVISIONS**

- 6.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (or that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest AND FOR THE AVOIDANCE OF DOUBT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or any part or parts of the Site) shall constitute an interest for the purposes of this Clause
- 6.2 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site
- 6.3 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 6.3.1 individual purchasers, owners, occupiers or lessees of any Dwellings constructed on the Site pursuant to the Permission or their mortgagees or chargees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease; or
  - 6.3.2 any statutory undertaker or other authorised person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways or any other services in connection with the Development of the Site
- 6.4 On completion the Owners will pay the Council's reasonable legal costs in connection with this Deed
- 6.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 6.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions

- 6.7 No waiver, express or implied, by the Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant provisions in this Deed or for acting upon any subsequent breach or default
- 6.8 This Deed shall be registrable as a local land charge by the Council
- 6.9 Following the satisfactory performance of all of the obligations contained in this Deed (or should this Deed cease to have effect) the Council shall on request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 6.10 This Deed shall cease to have effect (insofar as it has not already been complied with) if the Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires before the Commencement of Development
- 6.11 Subject to clause 6.13, nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed
- 6.12 Where an agreement or approval consent or expression of satisfaction or a subsequent deed is required or sought by the Owners from the Council under the terms of this Deed such agreement or approval or consent or expression of satisfaction or a subsequent deed shall not be unreasonably withheld or delayed
- 6.13 If the Permission is subject to an application under section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).

## **7. DISPUTES**

- 7.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding
- 7.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his functions. The fresh appointee is to be appointed in the manner prescribed in this clause
- 7.3 The expert is to make his decision within 6 weeks of being appointed
- 7.4 The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs
- 7.5 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## **8. VAT**

- 8.1 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

## **9. NOTIFICATIONS**

- 9.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received and the Owners

hereby give notice pursuant to this Clause that unless written notification of another address has been received its address for service of notices is Howes Percival LLP, Flint Buildings, 1 Bedding Lane, Norwich NR3 1RG (ref: JZC/223729.0008).

9.2 The Owners will notify the Nominated Officer in writing of the relevant

9.2.1 anticipated Triggers seven days in advance of each anticipated date

9.2.2 actual Triggers within seven days of each actual date

9.3 If the Owners dispose of their interest in all or part of the Site they will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owners shall not be required to give such notice when disposing of any of the Dwellings for their Occupation as a residential dwelling constructed pursuant to the Permission or when disposing of any part of the Site to a statutory undertaker

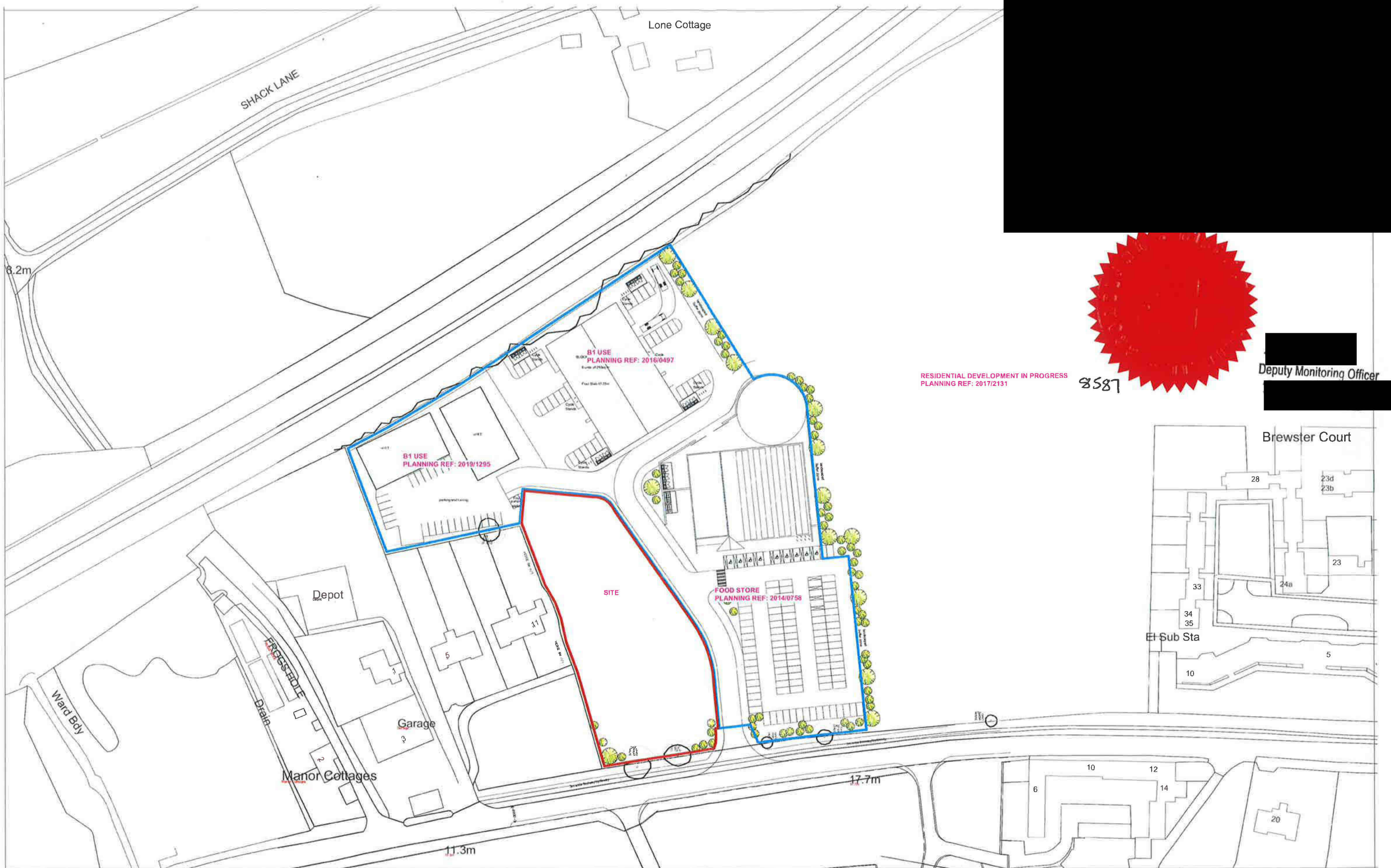
## **10. DELIVERY**

The provisions of this Deed (other than this Clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

## **SCHEDULE 1**

### **Plan**





Rev.	Date	Comments	By	Chkd.	All dimensions are to be checked before any site fabrication by the contractor or sub contractors specialist suppliers etc. Do not scale plans. Use only figured or grid dimensions. Any deviation from this drawing is to be reported to CAM Architects Norwich Limited immediately. COPYRIGHT: This drawing must not be reissued, loaned or copied without the consent of CAM Architects Norwich Limited. All errors, discrepancies should be reported to CAM Architects Norwich Limited immediately. This drawing has been prepared for the following purposes and does not constitute use for any other purpose: <b>Planning Application Dec20</b>		Client: A, J and R Smith	Project Details: New Housing Development and Associated Works	
							Address: Land to the North of Yarmouth Rd, Blofield	Drawing Title: Site Location Plan	
							Scale: 1:1250 @ A3 (1:2500 @ A1)	Drawing Number: 1561-CAM-XX-XX-DR-A-PL01	
	15/12/2020	First Issue	EA					Revision: -	

**SCHEDULE 2**  
**Open Space and the Green Infrastructure Contribution**

**Part 1**

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

"Approved Open Space Scheme" the Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing

"Green Infrastructure Contribution" means the financial contribution to be calculated in accordance with the tables in Part 2 of this Schedule 2 and Index Linked and allocated to the provision and maintenance of green infrastructure in line with the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3 in the Council's Development Management Development Plan Document (adopted August 2015)

"Management Company" a company to be set up or engaged for the purposes of managing and maintaining the Open Space (if any) in perpetuity

"Nominated Body" one of the following as determined by the Council:

- a) the Council;
- b) the town or parish council for the area within which the Site is located;
- c) the Management Company; or
- d) such other body as the Council may elect as being responsible for maintenance of the Open Space

"Off-Site Open Space Contribution" a sum in lieu of any deficiency in the amount or type of Open Space being provided as part of the Development compared to that required in accordance with the Council's current Open Space Policies at the date of

this Deed (as calculated in accordance with the table at Part 3 of this Schedule 2) such sum to be calculated in accordance with Part 2 of this Schedule 2 and Index Linked and applied in the Council's absolute discretion towards the provision of public open space in line with current Open Space Policies serving the Development in the parish of Blofield or neighbouring parishes

"Open Space"

land which may be set aside within the Development and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities as part of the Development in accordance with the Permission in line with current Open Space Policies (unless otherwise agreed in writing with the Council)

"Open Space Maintenance Contribution"

a financial contribution Index Linked towards the repair, management and maintenance of the Open Space (if any) to be calculated in accordance with Part 2 of this Schedule 2 as appropriate

"Open Space Policies"

means the policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

"Open Space Scheme"

a scheme securing the provision of any Open Space the quantum of which shall be calculated in accordance with Part 3 of this Schedule 2 (unless the Nominated Officer agrees an Off-Site Open Space Contribution in lieu of part or all of the Open Space in which case such lower amount as the Nominated Officer agrees) and



containing:

- full details of the amount of Open Space (if any) to be provided
- full details of any deficiency in the amount of Open Space (if any) to be provided on the Site as part of the Development
- the extent, location and boundaries of the Open Space (if any)
- details of the design and layout of the Open Space (if any), all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications
- details of the ongoing management and maintenance of the Open Space (if any) including whether a Management Company is proposed as the Nominated Body
- such other information as the Council may reasonably require to enable approval of the Open Space Scheme in accordance with the reasonable requirements of the Council in consultation with the Nominated Body to include:

“Standard Terms”

- the transfer of the freehold estate of the Open Space Unencumbered with full title guarantee
- for a sum not exceeding £1 (one pound)
- with the benefit of all necessary rights and easements and with vacant possession
- subject to a restriction on the future use of the Open Space for recreational and amenity purposes by the general public
- an obligation to maintain the Open Space to a

standard suitable for use by members of the public

- a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owners

"Unencumbered"

means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space as public open space and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the Open Space

The Owners hereby covenant with the Council as follows:

1. OPEN SPACE

- 1.1 Not to Commence or allow Commencement of the Development until the Open Space Scheme (WHICH FOR THE AVOIDANCE OF DOUBT includes the quantum of Open Space to be provided as part of the Development (if any)) has been submitted to and approved in writing by the Nominated Officer

2. ON-SITE OPEN SPACE

Where Open Space is to be provided within the Site under the Approved Open Space Scheme:

- 2.1 To lay out and provide the Open Space in accordance with the Approved Open Space Scheme to the written satisfaction of the Council
- 2.2 Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Open Space Scheme and the planning conditions imposed by the Permission
- 2.3 Thereafter to maintain the Open Space Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the Open Space for any purpose other than public recreation and amenity land for the general public
- 2.4 Not to Occupy or allow Occupation of more than 80% of the Dwellings unless:
- a) Where the Management Company is the Nominated Body:

- i) the Management Company has been created to the satisfaction of the Council; and
- ii) the memorandum and articles of association and the form of transfer (to include an obligation to maintain the Open Space to a standard suitable for use by members of the public) of the Open Space to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council; and
- b) the Open Space has been provided in accordance with the Approved Open Space Scheme and transferred to the Nominated Body subject to the Standard Terms; and
- c) the Open Space Maintenance Contribution has been paid to the Council

PROVIDED FIRSTLY THAT the Nominated Body shall not be required to accept the transfer of the Open Space unless it has been provided and maintained in strict accordance with the Approved Open Space Scheme AND SECONDLY THAT there shall be no obligation to pay the Open Space Maintenance Contribution where the Nominated Body is not the Council, or the town or parish council for the area within which the Site is located

### 3. OFF-SITE OPEN SPACE

Where the Nominated Officer has agreed to a deficiency in the amount of Open Space to be provided within the Site when calculated against the Council's Open Space Policies and the table at Part 3 of this Schedule 2:

- 3.1 Unless otherwise agreed in writing with the Council to pay the Off-Site Open Space Contribution prior to first Occupation of more than 40% of the Dwellings (rounded up or down to the nearest whole Dwelling) and not to permit or allow the first Occupation of more than 40% of the Dwellings (rounded up or down to the nearest whole Dwelling) unless and until the Off-Site Open Space Contribution has been paid to the Council

### 4. GREEN INFRASTRUCTURE CONTRIBUTION

- 4.1 Unless otherwise agreed in writing with the Council to pay the Green Infrastructure Contribution prior to first Occupation of more than 40% of the Dwellings (rounded up or down to the nearest whole Dwelling) and not to permit or allow the first Occupation of

more than 40% of the Dwellings (rounded up or down to the nearest whole Dwelling)  
unless and until the Green Infrastructure Contribution has been paid to the Council

## Part 2

Extract from Open Space Policies detailing the cost per dwelling for the Provision and Maintenance of Open Space as at January 2015 (Index 270)

Purchase of Off-Site Open Space					
A. Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£252	£51	£24	£600	£927
2 bed	£336	£68	£32	£800	£1,236
3 bed	£420	£85	£40	£1,000	£1,545
4 bed	£504	£102	£48	£1,200	£1,854
5 bed +	£588	£119	£56	£1,400	£2,163
Equipping of Off-Site Open Space					
B. Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£288	£89	£15	£429	£821
2 bed	£385	£119	£19	£572	£1,095
3 bed	£481	£148	£24	£715	£1,368
4 bed	£577	£178	£29	£858	£1,642
5 bed +	£674	£207	£34	£1,001	£1,916
Maintenance of Off-Site and On Site Open Space					
C. Property	Sports	Play		Green infrastructure	Total
1 bed	£303	£30		£253	£586
2 bed	£404	£41		£338	£783
3 bed	£504	£51		£422	£977
4 bed	£605	£61		£506	£1,172
5 bed +	£707	£72		£591	£1,370

## Part 3

Extract from Open Space Policies detailing the Area (Sq mtrs) required per dwelling for the provision of on-site Open Space

Number of bedrooms	Children's play spaces m <sup>2</sup>	Sports facilities m <sup>2</sup>	Allotments m <sup>2</sup>	Green Infrastructure m <sup>2</sup>
1 bed	5.1	25.2	2.4	60
2 bed	6.8	33.6	3.2	80
3 bed	8.5	42.0	4	100
4 bed	10.2	50.4	4.8	120
5+ bed	11.9	58.8	5.6	140



### SCHEDULE 3

#### Recreational Impact Avoidance and Mitigation Contribution

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meaning:

"Recreational Impact Avoidance and Mitigation Contribution"	<p>A financial contribution to be applied towards the package of mitigation measures identified in the Strategy to be calculated as follows:</p> <p><math>A \times B</math></p> <p>A = the number of Dwellings</p> <p>B = £185.93</p> <p>such sum to be increased in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision</p>
"Recreational Impact Avoidance and Mitigation Contribution Inflation Provision"	<p>The increase (if any) in the <i>Office for National Statistics Retail Price Index (All Items)</i> between January 2022 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Deed (or if such index ceases to be published such other index as the Council shall reasonably determine)</p>
"Strategy"	<p>The Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021</p>

The Owners hereby covenant with the Council as follows:

1. Not to Commence the Development until the Recreational Impact Avoidance and Mitigation Contribution has been paid to the Council in full

## **SCHEDULE 4**

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

“Monitoring Fee”	means the sum of £490 payable to the Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed
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The Owners covenant with the Council as follows:

1.      **MONITORING FEE**

to pay the Monitoring Fee to the Council prior to the Commencement of the Development.

## **SCHEDULE 5**

### **The Council's covenants**

The Council hereby covenants with the Owners as follows:

1. The Council shall upon approval of the Open Space Scheme confirm the Nominated Body.
2. To pay the Open Space Maintenance Contribution (if paid to the Council in accordance with paragraph 2.5 c) of Schedule 2 of this Deed) to the Nominated Body within 28 days of receipt
3. To hold any Off-Site Open Space Contribution received under this Deed and apply the same towards the purposes for which it was paid and in the event that any contribution has not been committed (by way of contract or otherwise) within 5 years of receipt of the total amount of the relevant contribution to repay the uncommitted balance to the payer (for the avoidance of doubt the person who paid the Off-Site Open Space Contribution to the Council) together with any interest accrued.
4. To hold the Green Infrastructure Contribution received under this Deed and apply the same towards the purposes for which it was paid and in the event that any contribution has not been committed (by way of contract or otherwise) within 10 years of receipt of the total amount of the relevant contribution to repay the unspent balance to the payer (for the avoidance of doubt the person who paid the Green Infrastructure Contribution to the Council) together with any interest accrued.
5. At the written request of the Owners the Council shall provide written confirmation of the discharge of any or all of the obligations (as appropriate) contained in this Deed when satisfied that such obligations have been performed

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF Broadland District Council  
was affixed in the presence of

)  
)



Authorised Signatory:

[Redacted signature]

Deputy Monitoring Officer

and this Deed has been duly and properly executed  
in accordance with the constitution of Broadland District Council

SIGNED AS A DEED by

)  
)

[Redacted signature]

[Redacted signature]

In the presence of:

Signature of witness

[Redacted signature]

Name of witness

Address of witness

FERNDAL HOUSE  
THE DRIFT  
EAST BILNEY

SIGNED AS A DEED by

In the presence of:

Signature of witness

Name of witness

Address of witness

FERNDALE HOUSE  
THE DRIFT  
EAST BILNEY

SIGNED AS A DEED by

In the presence of:

Signature of witness

Name of witness

Address of witness

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