

Dated 12 March

2025

Broadland District Council

-and-

Weston Hall Estate Limited

-and-

[REDACTED] and Serruys Property Company Limited

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

relating to land at
Weston Hall, Weston Longville, Norfolk
(20212331)

nplaw
Public Sector Legal Expertise

THIS DEED is dated 12th day of March 2025

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL**, Horizon Business Centre, Peachman Way, Norwich NR7 0WF (referred to as "the Council")
- (2) **WESTON HALL ESTATE LIMITED**, Company number **08399557**, whose registered office is at SPC House Atlas Works, Norwich Road, Lenwade, Norfolk, NR9 5SN (referred to as "the Owner")
- (3) [REDACTED] of 6 Point Street, Mews, London, SW1X 0AF and **SERRUYS PROPERTY COMPANY LIMITED**, Company number 01137245, whose registered office is at SPC House Atlas Works, Norwich Road, Lenwade, Norfolk, NR9 5SN (referred to as "the Chargee")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the purposes of this Deed for the area within which the Site is located.
- (B) The Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (C) The Original Agreement relates to planning permission reference 20171035, the "First Permission".
- (D) The First Permission and the Permission overlap and the Parties have agreed to enter into the Deed to regularise the overlap.
- (E) The Properties have at the time of this Deed been completed are under construction or are un-built plots in line with the First Permission and are considered Dwellings for the purposes of the Original Agreement
- (F) Save for the Properties that the Council and the Owner acknowledge can be completed and used as dwellings (if they are not already completed at the time of this Deed) under the First Permission, the Owner and the Council declare that the First Permission can no longer continue to be implemented from the time that the Permission is Commenced as set out in Schedule 1.
- (G) The Owner owns the freehold of the Site which is registered at the Land

Registry under title numbers NK413400 and NK405656 and held free from encumbrances other than the matters referred to below.

(H) The Chargee has a charge over the Site.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

| | |
|--------------|---|
| Act | The Town and Country Planning Act 1990 as amended |
| Commencement | <p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except (for the purposes of this Deed only) operations consisting of:</p> <ul style="list-style-type: none">x site clearancex demolitionx archaeological investigationsx ground surveysx removal of contamination or other adverse ground conditionsx erection of temporary fencesx temporary display of site notices and/or advertisementsx works for the provision or diversion of drainage or services to prepare the Site for developmentx works relating to the installation, commissioning and maintenance of infrastructure to mitigate the impacts of nutrients arising from the Developmentx works connected to the installation and maintenance of a footpath from the Development to the public footway adjacent to Fakenham Road (A1067) as shown by double |

| | |
|-------------------|--|
| | dashed lines on the Plan and marked “footpath built under planning permission 2018/1318” and ‘Commence’ and ‘Commenced’ will be construed accordingly |
| Development | The development of the Site in accordance with the Permission |
| Dwelling | A dwelling to be built on the Site as part of the Development |
| Index Linked | In relation to a payment to which this expression is applied by this Deed, means index linked from January 2015 until the date any payment referred to in 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 published by the Office for National Statistics (or if such indices cease to be published, another index notified to the Owner 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 Owner |
| 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 related to the Development and ‘Occupy’ and ‘Occupied’ will be construed accordingly |

| | |
|--------------------|---|
| Original Agreement | An agreement dated 25 th June 2018 made under Section 106 of the Act between the Council (1) Weston Hall Estate Limited (2) and Gary Albert Widdowson and Serruys Property Company Limited (3), containing planning obligations enforceable by the Council relating to planning permission numbered 20171035 |
| Permission | The planning permission to be granted by the Council for a residential scheme comprising 11 units, along with associated parking and landscaping and allocated reference number 20212331 |
| Properties | Three dwellings shown shaded yellow on the Plan, which at the time of this Deed have either been completed, are under construction, or are un-built plots and any associated works of development at Weston Hall connected to the development of these three dwellings (or any one of them) and “Property” shall mean any one of the Properties |
| Plan | The plan attached to this Deed with reference 1062-WH-PR-SP-01.5 Rev F |
| Site | The land known as land at Weston Hall, Weston Longville, Norfolk shown for identification purposes edged red on the Plan and which forms part of the land registered at HM Land Registry under title numbers NK413400 and NK405656 |
| Trigger | 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 that it does not contain planning obligations, under Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, and all other enabling powers.
- 2.2. The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site.
- 2.3. Covenants given by more than one party can be enforced against them individually or jointly.
- 2.4. 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.
- 2.5. Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.6. References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective 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 or Property; and
 - 2.7.2. they adhere to all reasonable health and safety requirements.

3. COMMENCEMENT

This Deed is conditional upon:

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

SAVE for the provisions of this clause and clauses 2, 4, 5, 6, 7, 8, 9, 10, 11,12, 13 and Paragraph 2 of Schedule 1 which shall come into effect immediately on completion of this Deed and any obligation contained in this Deed which must be performed prior to Commencement of the Development which shall come into effect immediately on the grant of the Permission.

4. DISCHARGE OF ORIGINAL AGREEMENT

- 4.1. The Parties agree that from the date of the grant of Permission and the Commencement of the Development (whichever the latest) the Original Agreement shall be discharged in its entirety and its provisions shall be replaced by the provisions in this Deed.
- 4.2. Following the discharge of the Original Agreement pursuant to Clause 4.1 of this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges which refer to the Original Agreement.

5. COVENANTS

- 5.1. The Owner covenants with the Council for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 5.2. The Council covenant with the Owner to comply with their respective requirements contained in this Deed.

6. USE OF CONTRIBUTIONS INDEXATION AND INTEREST

- 6.1. 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.
- 6.2. 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.
- 6.3. Nothing in this Deed binds the Owner to pay;
 - 6.3.1. any contribution before the date on which it is due under the Schedules,
or
 - 6.3.2. any contribution at all if the relevant due date is not reached, or
 - 6.3.3. any greater contribution than provided in the relevant Schedule (subject to being Index Linked or subject to the inflation provision as set out therein).
- 6.4. The Council is entitled to use all interest accrued on each contribution specified

in the Schedules from the date of actual payment of the contribution until the date when the contribution is spent.

- 6.5. The contributions specified in the Schedules are to be Index Linked or subject to the inflation provision as set out therein.
- 6.6. In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
 - 6.6.1. the contributions are a debt due to the Council and are recoverable by action by the Council; and
 - 6.6.2. 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.
- 6.7. All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 6.8. Any money from time to time held by the Council in respect of any payment made to the Council by the Owner 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:
 - 6.8.1. becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
 - 6.8.2. 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
 - 6.8.3. 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.
- 6.9. The Council may spend part of each contribution specified in the Schedules 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.

7. OTHER PROVISIONS

- 7.1. 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. FOR THE AVOIDANCE OF DOUBT, neither the reservation of rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site or parts of the Site shall constitute an interest for the purposes of this Clause.

- 7.2. The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body (other than the Chargee) with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 7.3. The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
 - 7.3.1. any statutory undertaker or other 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 in connection with the Development of the Site; or
 - 7.3.2. individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees 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.
- 7.4. On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.
- 7.5. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.6. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 7.7. No waiver, express or implied, by the Council or the Owner of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council or the Owner from enforcing any of the provisions in this Deed.
- 7.8. If the Permission is quashed revoked or expires before Commencement then, save for clause 7.4, this Deed will cease to have effect (insofar only as it has not already been complied with).

- 7.9. Subject to clause 7.10, nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 7.10. 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).
- 7.11. This Deed is registrable as a local land charge.
- 7.12. Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.
- 7.13. An agreement, approval, consent or expression of satisfaction required by the Owner from the Council under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.
- 7.14. The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.
- 7.15. Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as local authority.

8. DISPUTES

- 8.1. 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.
- 8.2. The expert is to be replaced by a fresh appointee in the event that they become at any time unable or unwilling for any reason to proceed to discharge their functions. The fresh appointee is to be appointed in the manner prescribed in this clause.
- 8.3. The expert is to make their decision within 6 weeks of being appointed.

- 8.4. 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.
- 8.5. Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

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.
- 9.2. The Owner 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 Owner disposes of his interest in all or part of the Site he 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 Owner 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 SAVE FOR when the disposal of any of the Dwellings would require the Council to be notified in accordance with clause 9.2.

10. CHARGEES CONSENT

- 10.1 The Chargee consents to this Deed so that its interest in the Site is bound by the obligations contained in this Deed and agrees that its security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT the Chargee is not required to observe or perform the obligations in this Deed unless it takes possession of the Site (for the avoidance of doubt any person acquiring title to all or part of the Site as a result of the Chargee enforcing its security will be bound by the terms of this Deed).

11. COUNTERPARTS

- 11.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all such counterparts taken together shall constitute one and the same Deed.

12. JURISDICTION

- 12.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

13. ELECTRONIC EXECUTION

The Parties hereby each agree that:

- 13.1 for the purposes of the execution of this Deed, an electronically affixed seal and/or electronic signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature/or physically affixed seal (as applicable) for the purposes of the lawful execution of this Deed;
- 13.2 this Deed may be electronically dated and completed; and
- 13.3 further to completion of this Deed, each party will accept an electronic copy of the executed and completed deed in lieu of a hardcopy document.

SCHEDULE 1

Non-Implementation

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

| | |
|------------------------------|--|
| “the First Permission” | The planning permission issued by the Council on 2 nd July 2018 for 1) Conversion of Existing Barn into 1 No Dwelling (including Demolition Works), 2) Demolition of Existing Bungalow, Hardstanding, Outbuildings (including Sports Hall, Swimming Pool, Greenhouses, Workshops & Aircraft Hanger) & Erection of 7 No Dwellings bearing reference number 20171035 as varied by the non-material amendment granted by the Council under reference 2023/0642 |
| “the First S.73 Permission” | The planning permission issued by the Council on 4 th December 2018 for the variation of Condition 4 of the First Permission for the Demolition Prior to Construction bearing reference number 20181317 |
| “the Second S.73 Permission” | The planning permission issued by the Council on 8 th May 2019 for the variation of Condition 2 of the First Permission for a Revised House Design (Hide House) bearing reference 20181555 as varied pursuant to non-material amendments granted by the Council under references 20191129 and 20200919 |
| “Properties Permission” | means the First Permission, the First S.73 Permission, the Second S.73 Permission or if the Council agrees (in its absolute discretion) any subsequent planning permission granted under section 73 of the Act, non-material amendments to such decisions granted by the Council or any |

replacement planning permission for the form of development granted by these permissions or any part of them

The Owner covenants with the Council:

- 1 From the date of the Commencement of Development not to further implement, carry out or continue with any development otherwise authorised by the Properties Permission SAVE FOR the Properties that the Council and the Owner acknowledge and agree may be completed (if they are not already completed as of the date of this Deed) and used for the purposes they were permitted under the Properties Permission
- 2 Where the Owner carries out development pursuant to the Properties Permission further than the construction and use of the Properties as agreed in Paragraph 1 of this Schedule, the Owner will not Commence, carry out or continue with any Development otherwise authorised by the Permission.
- 3 The parties hereto acknowledge that the covenants contained in this Deed shall not give rise to any right to compensation whatsoever and the Owner covenants not to pursue any such claim

SCHEDULE 2

Off-Site Open Space

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

| | |
|-------------------------------------|--|
| “Green Infrastructure Contribution” | Means that part of the Off-Site Open Space Contribution as detailed in Part 3 of this Schedule |
| “Off-Site Open Space Contribution” | <p>A sum in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule and Index Linked and applied towards the provision of Open Space within the parishes of Great Witchingham and Weston Longville</p> <p>And for the Green Infrastructure Contribution to be used in line with and applied towards the projects identified in the Council’s Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3 within the district of Broadland</p> |
| “Open Space” | Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies |
| “Open Space Policies” | Means the policies contained in the Councils Development Management Development Plan Document including policy EN1 biodiversity & habitats, Policy 3 of the GNLP Environmental Protection and Enhancement, 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

Part 1

Owner Obligations

The Owner hereby covenants with the Council as follows:

1. OPEN SPACE

- 1.1 Not to Occupy more than four (4) Dwellings which include the Properties, unless and until the Off-Site Open Space Contribution has been paid to the Council in respect of the Dwellings and Properties and FOR THE AVOIDANCE OF DOUBT, the Properties shall be considered as constituting a Dwelling for the purposes of Occupation and calculating the quantum of the Off-Site Open Space Contribution.

Council Obligations

The Council covenants with the Owner as follows:

- 2.1 To hold any contribution received under this Schedule in an interest-bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid (the "Approved Purpose"); and
- 2.2 In the event that the Off-Site Open Space Contribution (excluding the Green Infrastructure Contribution, which will not be returned) has not been committed (by way of contract or expenditure of the monies) within 10 years of the receipt of the Off-Site Open Space Contribution, to repay the unspent balance of the

Off-Site Open Space Contribution (excluding the Green Infrastructure Contribution) to the payer together with any interest accrued; and

- 2.3 Upon a reasonable written request by the Owner, the Council shall provide an invoice showing a breakdown of how the Green Infrastructure Contribution has been used towards the Approved Purpose. This invoice will be provided within a reasonable time following the request.

Part 3

Extract from Open Space policies detailing the cost per dwelling for the provision and maintenance of Open Space

| Purchase of Off Site Open Space | | | | | |
|--|--------|------|------------|----------------------|--------|
| 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 | | | | | |
| 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 | | | | | |
| 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 4

Extract from Open Space Policies detailing the area (square metres) required per dwelling for the provision of on-site Open Space

| Number of bedrooms | Children's play spaces m ² | Sports facilities m ² | Allotments m ² | Green Infrastructure m ² |
|--------------------|--|-------------------------------------|------------------------------|--|
| 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:

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|---|--|
| “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>$A \times B$</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 Office for National Statistics Retail Price Index (All Items) between January 2022 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Agreement (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 Owner hereby covenants 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

District Council Monitoring Fee

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

| | |
|---|--|
| “District Council Monitoring Fee” | The sum of £734 (such sum to be increased in line with the District Council Monitoring Fee Inflation Provision) payable to the Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed |
| “District Council Monitoring Fee Inflation Provision” | Means the District Council Monitoring Fee to be index linked from the date of this Deed until the date the payment of the District Council Monitoring Fee 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 published by the Office for National Statistics (or if such indices cease to be published, another index notified to the Owner by the Nominated Officer) |

The Owner hereby covenants with the Council as follows:

1. DISTRICT COUNCIL MONITORING FEE

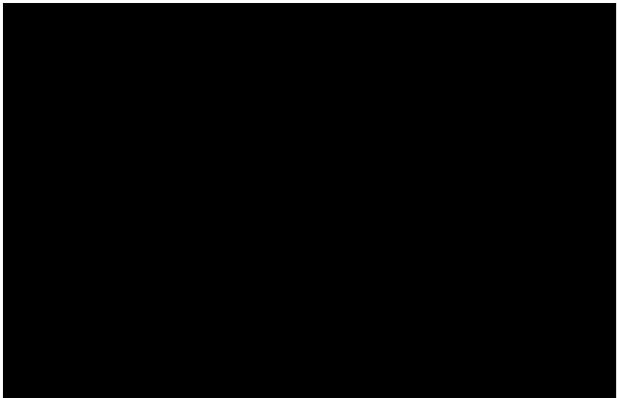
- 1.1 To pay the District Council Monitoring Fee to the Council prior to the Commencement of the Development.

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 hereto in the presence of:

Authorised Signatory:

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



EXECUTED AS A DEED by
Weston Hall Estate Limited)
in the presence of:)

Director:

Director/Secretary:



SIGNED AS A DEED by

[Redacted]

[Redacted]

In the presence of:

Signature of witness

[Redacted]

Name of witness

Address of witness

Great Trippetts
Rake Road
Milland
Hampshire
GU30 7JX

Executed as a deed by Serruys

Property Company Limited

acting by a director in the presence of:

Director:)

Signature of Director:)

Name of Witness (in BLOCK CAPITALS):)

Signature of witness)

Address of Witness:)

[Redacted]

Hide House
Weston Hall
Weston Hall Road
Lenwade
Norfolk
NR9 5JG