

DATED 21 July 2011

NORFOLK COUNTY COUNCIL

-AND-

BROADLAND DISTRICT COUNCIL

-AND-

JOANNE MARGARET TILLET-BUTTERWORTH

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

Relating to the development of land at  
Phase 4 Home Farm, Blue Boar Lane, Sprowston, Norfolk

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Broadland District Council  
Thorpe Lodge  
Yarmouth Road  
Norwich  
NR7 0DU

THIS AGREEMENT is made the 21 day of July 2011

BETWEEN:

NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich NR1 2DH ("the County Council") of the first part and BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU ("the Council") of the second part and JOANNE MARGARET TILLET-BUTTERWORTH of The Old Rectory Church Road Stratton Strawless Norwich Norfolk NR10 5LN ("the Owner") of the third part

# 1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Act"	the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	housing which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market
"Affordable Housing Overall Provision"	the provision of forty per cent (40%) of the total number of Residential Units on the Site as Affordable Housing Units
"Affordable Housing Scheme"	a detailed scheme submitted to and approved by the Council for the provision of Affordable Housing for the Development which complies with the requirements of Schedule 1 hereof FOR THE AVOIDANCE OF DOUBT the Affordable Housing Scheme may (subject to the approval of the Council) comprise Affordable

Rental Units Discounted Market Dwellings  
Intermediate Rental Units and Shared  
Ownership Dwellings or a combination of all or  
some of these

"Affordable Housing Units"	individual units of accommodation constructed or provided as part of the Development as Affordable Housing
"Affordable Rental Units"	Affordable Housing Units to be constructed or provided on the Site as part of the Development and to be let for a rent upon either a weekly or monthly tenancy basis not exceeding Regulator target rents (or if such target rents cease to be set other such measure of affordable rent as the Council shall reasonably agree) or set in accordance with any guidelines or regulations issued by the Regulator including the consultation document under the Planning Policy Statement 3 ("PPS") issued by the Department of Communities and Local Government dated February 2011 and to be let by or on behalf of a Registered Provider
"Application"	the application for outline planning permission for the Site for residential housing dated 16 August 2010 under reference no. 20101252
"Code"	the "Code for Sustainable Homes" published by the Department for Communities and Local Government in November 2010 (or any replacement Code for Sustainable Homes)
"Commencement Date"	the initiation of the Development by the carrying

out on the Site pursuant to the Planning Permission of a material operation within the meaning of Section 56 (4) of the Act (but not including any operations relating to the demolition of any existing buildings, archaeological investigations, remedial works, erection of any temporary means of enclosure, temporary display of notices or advertisements or clearance of the Site) and "Commence" shall be interpreted in accordance with this definition

"Council's Monitoring Fee"	the sum of £638
"County Council's Monitoring Fee"	the sum of £600
"Development"	the development permitted by the Planning Permission
"Director"	the Council's Strategic Director and Chief Planner (Community Services) or other officers of the Council acting under his hand
"Discounted Market Dwellings"	Affordable Housing Units to be constructed or provided as part of the Affordable Housing Scheme for sale in perpetuity at a price which is 20% (twenty percent) less than the Open Market Value if it were an Open Market Dwelling
"Discounted Market Sale Restriction"	the restriction to be entered in the Proprietorship Register at the Land Registry in relation to each Discounted Market Dwelling in the following terms (subject to any amendments thereto required by the Land Registry and agreed between the parties hereto):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponent or the disponent that the provision of paragraph [ ] of this Schedule dated [ ] containing planning obligations relating to land at [ ] between (1) [ ] Council (2) [ ] County Council (3) [ ] have been complied with

"Education Contribution"	the sum of £2,989 for each Residential Unit being a house having two or more bedrooms and £1,495 for each Residential Unit being a flat or apartment having two or more bedrooms
"HCA Standards"	the appropriate and applicable "Housing Quality Indicators" and "Design and Quality Standards" specified by the Homes and Communities Agency or their successors
"Index Linked"	Index-linked from 14 October 2010 until such time that payment of the Library Contribution or the Education Contribution is made such index linking to be equivalent to any increase in such sums in proportion to the increase in the Royal Institution of Chartered Surveyors Building Cost Information Service All in Tender Price Index (or if such index ceases to be published such other index as the County Council shall reasonably determine)
"Inflation Provision"	the increase (if any) in the Department for

Business Innovation and Skills (BIS) Output Price Index for New Construction (2010): All New Construction between September 2006 and the date upon which a payment of the Off-Site Open Space Contribution is made pursuant to this Agreement

"Intermediate Rental Units"	Affordable Housing Units to be constructed or provided as part of the Affordable Housing Scheme and to be available for rent at rents 20% (twenty per cent) below Market Rent
"Library Contribution"	the sum of £310 for each Residential Unit
"Market Rent"	the estimated rent at which a property would be let on the date of valuation between a willing lessor and a willing lessee on appropriate tenancy terms in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably prudently and without compulsion
"Occupation"	means Occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" shall be construed accordingly
"100% Staircaser"	a person who has obtained 100% of the legal and equitable interest in a Shared Ownership Dwelling

"Open Space Contribution"	the sum calculated in accordance with the formula set out in Schedule 2 to this Agreement as increased by the Inflation Provision
"Open Market Dwellings"	those Residential Units to be constructed on the Site pursuant to the Development which are to be provided and occupied as general market housing
"Open Market Value"	the best price at which the sale of an interest in a Residential Unit would have been completed unconditionally for cash consideration on the date of valuation assuming (i) a willing seller and a willing buyer (ii) any restrictions imposed on a Residential Unit by this Agreement are disregarded (iii) there has been a reasonable period to completion within which to negotiate the sale (iv) the Residential Unit has been freely exposed to the market (v) both the buyer and the seller acted knowledgeably prudently and without compulsion
"Plan"	the plan annexed to this Agreement
"Planning Permission"	the planning permission to be granted pursuant to the Application
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained

in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) or any person on the Broadland Housing Register nominated by the Council

"Registered Provider"	a provider of social housing registered in the register kept by the Regulator of Social Housing as provided for in Chapter 3 of the Housing and Regeneration Act 2008 (or any statutory re-enactment or modification thereof)
"Regulator"	the Tenant Services Authority or such other body as shall from time to time be a Regulator of Social Housing within the meaning of Section 81 of the Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers
"Residential Unit"	a self-contained house maisonette bungalow flat or apartment approved pursuant to the Planning Permission
"Shared Ownership Dwellings"	those Affordable Housing Units to be let on a Shared Ownership Lease
"Shared Ownership Lease"	a lease or sub-lease of a Shared Ownership Dwelling granted at a premium whereby between 25% and 75% on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by the tenant upon completion of such lease and/or raised by mortgage or



# Blue Boar Lane, Sprowston Site Plan 1:2500

STRUTT  
& PARKER



*CHIEF*

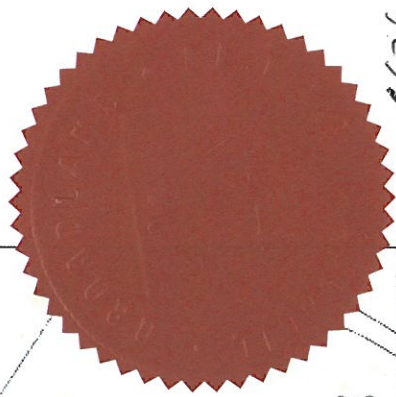
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charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and shall allow a rent to be charged on the remainder of the equitable interest such rent not to exceed an annual sum calculated at 2.75% of the value of the equity retained by the Owner or Registered Provider at the date of the grant of the Shared Ownership Lease and any increase of the said annual rent shall be no more than the percentage increase in the Retail Price Index (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% of the current annual rent from time to time

"Site"

the land (Phase 4) at Home Farm Blue Boar Lane Sprowston Norwich Norfolk which is shown for the purposes of identification only edged red on the Plan

In this Agreement unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party
- (ii) references to clauses and schedules are references to clauses in and schedules to this Agreement except where otherwise specified
- (iii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time

amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument

- (iv) headings in this Agreement shall not form part of or affect its construction

W H E R E A S:

- A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated and the County Council is the relevant Highway Authority and is also a Local Planning Authority for the purposes of the Act
- B. The Owner is the freehold owner of the Site
- C. The Council has resolved to approve the Application subject to the completion of this Agreement

## 2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The obligations of the Owner hereunder are planning obligations for the purposes of the Act and enforceable by the Council and the County Council against the Owner and her successors in title and assigns
- 2.3 Save for the covenants in Schedule 1 of this Agreement which shall continue to bind the Affordable Housing Units no person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with the interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach which occurs prior to parting with such interest in the Site or any part thereof in respect of which any such breach has taken place
- 2.4 The provisions of this Agreement shall have immediate effect upon completion of this Agreement
- 2.5 This Agreement shall cease to have effect if:
  - 2.5.1 the Planning Permission shall be quashed revoked or otherwise withdrawn
  - 2.5.2 the Planning Permission shall expire prior to the Commencement Date
- 2.6 This Agreement shall be registered by the Council as a charge in the Council's Register of Local Land Charges

### 3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

#### 3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council in the exercise of their respective functions as Local Planning Authority and Local Education Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council or the County Council were not a party to this Agreement

#### 3.2 Invalidity or Unenforceability of any of the terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

#### 3.3 No Waiver

No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Owner in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

#### 4. NOTICES

- 4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile
- 4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council	The Strategic Director and Chief Planner (Community Services) Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich Norfolk
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The Owner	The Old Rectory Church Road Stratton Strawless Norwich Norfolk NR10 5LN
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The County Council	Practice Director nplaw County Hall Martineau Lane Norwich NR1 2DH
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- 4.3 Any notice or other written communication to be given by the Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council or the County Council by a duly authorised officer

#### 5. THIRD PARTIES

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act



## 6. COSTS

- 6.1 The Owner shall on completion of this Agreement pay to the Council and the County Council their legal and administrative costs reasonably incurred in the preparation negotiation and completion of this Agreement

## 7. PAYMENT OF INTEREST

- 7.1 The Owner shall pay interest at the rate of 4% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date of actual payment

## 8. VAT

- 8.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable
- 8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

## 9. JURISDICTION

- 9.1 This Agreement is to be governed by and interpreted in accordance with the law of England

## 11. DISPUTE RESOLUTION

- 11.1 The parties to this Agreement will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 11.2 If the matter is not resolved through negotiations the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre of Dispute Resolution
- 11.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
- 11.4 Nothing in Clause 11.1, 11.2 and 11.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## 12. TITLE WARRANTY

- 12.1 The Owner hereby warrants that she is the freehold owner of the Site which is registered at the Land Registry under title number NK 326819 and has full power to enter into this Agreement and that the Site is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Site other than as notified in writing to the Council and the County Council's Legal Practice Director prior to the date hereof



### 13. NOTIFICATION

- 13.1 The Owner shall as soon as reasonably practicable notify the Council and the County Council of the Commencement Date and upon Occupation of the first Residential Unit and on Occupation of 50% of the Residential Units

### 14. PLANNING OBLIGATIONS

- 14.1 The Owner hereby covenants with the Council as follows:

14.1.1 to pay to the Council 50% of the Open Space Contribution prior to the Occupation of the first Residential Unit (as increased by the Inflation Provision)

14.1.2 to pay to the Council the remainder of the Open Space Contribution (as increased by the Inflation Provision) prior to the Occupation of 51% of the Residential Units

14.1.3 to carry out and comply with the obligations and restrictions set out in Schedule 1 to this Agreement (relating to the Affordable Housing Scheme)

14.1.4 to pay the Council's Monitoring Fee to the Council prior to the Commencement Date

- 14.2 The Owner hereby covenants with the County Council as follows:

14.2.1 to pay to the County Council 50% of the Library Contribution (as Index Linked) prior to the Occupation of the first Residential Unit on the Site

14.2.2 to pay to the County Council the remainder of the Library Contribution (as Index Linked) prior to the Occupation of 51% of the Residential Units on the Site

14.2.3 to pay the County Council 50 % of the Education Contribution (as Index Linked) before Occupation of 25% of the Residential Units

14.2.4 to pay to the County Council the remainder of the Education Contribution (as Index Linked) before Occupation of 75% of the Residential Units

14.2.5 to pay County Council's Monitoring Fee to the County Council within twenty eight days of the Commencement Date

## 15. THE COUNCIL'S AND COUNTY COUNCIL'S OBLIGATIONS

15.1 The Council agrees with the Owner that the Open Space Contribution shall be held in an interest bearing account applied towards the provision of new open space or recreational facilities (which for the avoidance of doubt could include a community centre) to serve the residents of Sprowston or towards the improvement and maintenance of existing open spaces in the Parish of Sprowston

15.2 The County Council agrees with the Owner that the Library Contribution shall be held in an interest bearing account and applied towards the cost of providing library services and/or facilities the need for which has been created by the Development and for no other purpose

15.3 The County Council agrees with the Owner that the Education Contribution shall be held in an interest bearing account and applied towards the cost of school provision the need for which has been created by the Development and for no other purpose

15.4 In the event that the Open Space Contribution has not been spent by the Council for the purposes outlined in Clause 15.1 above within 10 years of the date of payment the Council shall within 28 days repay any unspent part of the Open Space Contribution together with interest accrued to the party who made the payment

- 15.5 In the event any part of the Library Contribution has not been spent by the County Council for the purposes outlined in clause 15.2 above within 5 years of the date of final occupation of all of the Development or within 10 years of the date of final payment (whichever occurs first) the County Council shall within 28 days repay any unspent part of the Library Contribution together with interest accrued to the party who made that payment
- 15.6 In the event any part of the Education Contribution has not been spent by the County Council for the purposes outlined in clause 15.3 above within 5 years of the date of final occupation of all of the Development or within 10 years of the date of final payment (whichever occurs first) the County Council shall within 28 days repay any unspent part of the Education Contribution together with interest accrued to the party who made that payment

## SCHEDULE 1

### 1. AFFORDABLE HOUSING

- 1.1 Not to Commence the Development unless and until the Affordable Housing Scheme has been submitted to and approved by the Director (The Affordable Housing Scheme shall deal with and include: a timetable and programme for its implementation; and the location of the Affordable Housing Units within the Site; the mix of tenure and dwelling types and the Affordable Housing Overall Provision. Upon approval, the Affordable Housing Scheme shall be deemed to be incorporated into the provisions of this Agreement)
- 1.2 To enter into any supplementary deeds reasonably required by the Director in giving approval to the Affordable Housing Scheme and to be responsible for the Council's reasonable legal costs in approving and agreeing any such deeds
- 1.3 Not to deliver the Affordable Housing other than in accordance with the provisions of the Affordable Housing Scheme as approved by the Council
- 1.4 The Affordable Housing Units provided shall be constructed in accordance with and so as to meet the HCA Standards and the appropriate level of the Code at the time of construction and taking into account national guidance and locally set planning policies
- 1.5 Not to Occupy or allow to be Occupied more than 75% (seventy five percent) of the Open Market Dwellings on the Site until such time as the Affordable Housing Scheme has been fully implemented and all of the Affordable Housing Units comprised within the Development have been constructed and are ready for Occupation and, where appropriate, have been transferred to a Registered Provider

- 1.6 Subject to Paragraph 1.9 not to use the Affordable Housing Units for any purpose other than for Affordable Housing
- 1.7 Subject to Paragraph 1.9 the Affordable Housing Units shall not be Occupied otherwise than by Qualifying Occupiers or persons nominated by the Registered Provider, as appropriate
- 1.8 Subject to Paragraph 1.9 where Affordable Housing Units have been transferred to a Registered Provider as part of the Affordable Housing Scheme the Registered Provider shall not thereafter dispose of its interest in the relevant Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider
- 1.9 Where Affordable Housing Units have been transferred to a Registered Provider as part of the Affordable Housing Scheme paragraphs 1.6 1.7 and 1.8 above shall not be binding upon:
  - 1.9.1 any mortgagee exercising its power of sale in respect of the Affordable Housing Units or part thereof;
  - 1.9.2 any receiver or manager (including an administrative receiver) for such mortgagee;
  - 1.9.3 any of the Affordable Housing Units where the Registered Provider shall be required to dispose of such Affordable Housing Units pursuant to a right to buy under Part V of the Housing Act 1985 or the Right to Acquire pursuant to Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
  - 1.9.4 any 100% Staircaser;
  - 1.9.5 any mortgagee of a shared ownership leaseholder lawfully exercising the mortgagee protection provisions within the Shared Ownership Lease;

1.9.6 any successor in title to persons referred to in 1.9.1 to 1.9.5 above.

1.10 Where Affordable Housing Units are to be transferred to a Registered Provider as part of the Affordable Housing Scheme such transfer shall be free from encumbrances and shall contain (inter alia) the following provisions:-

A grant in favour of the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units and reservations of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development

1.11 No Discounted Market Dwelling shall be Occupied following the first or any subsequent sale thereof unless the sale price for the Discounted Market Dwelling is no more than 80% (eighty percent) of the Open Market Value

1.12 The following further provision shall apply in respect of Discounted Market Dwellings:

1.12.1 Before disposing of a Discounted Market Dwelling the vendor will give at least eight weeks notice in writing to the Director of his intention stating the price calculated in accordance with paragraph 1.11 above at which it is intended to dispose of that Discounted Market Dwelling

1.12.2 If within ten working days of receipt of such notice the Council gives notice in writing to the vendor that the price at which that Discounted Market Dwelling is proposed to be offered by the owner exceeds 80% of the Open Market Value then at the election of either party the matter may be referred to an independent Surveyor for determination in accordance with the provision of paragraph 1.12.3

1.12.3 At the election of either party in accordance with paragraph 1.12.2 the Open Market Value of the Discounted Market Dwelling shall be determined by an

independent Chartered Surveyor of no less than ten years standing having experience of residential property in Sprowston ("the Independent Chartered Surveyor") and upon his/her appointment he/she shall notify both parties of his/her agreement to act and allow to them ten working days to make representations as to their opinion on the Open Market Value of the Discounted Market Dwelling

1.12.4 Within ten working days of the expiry of the period for the parties to make representations the Independent Chartered Surveyor shall give notice to both parties of his/her decision as to the Open Market Value of the Discounted Market Dwelling which shall be binding upon the parties save in the case of manifest error

1.12.5 The costs of the Independent Chartered Surveyor shall be borne as follows:

1.12.5.1 if the Independent Chartered Surveyor finds for the vendor then his costs shall be met by the Council

1.12.5.2 if the Independent Chartered Surveyor finds for the Council then his costs shall be met by the vendor

1.12.5.3 in any other circumstance the Independent Chartered Surveyor shall order that his costs be borne by either party or between the parties whether in equal proportions or otherwise as he shall think reasonable in the circumstances of the particular case and that party or the parties (as the case may be) must bear such ordered costs

1.12.6 If either party shall object to the Independent Chartered Surveyor appointed or the Independent Chartered Surveyor shall be unwilling or unable to complete the determination of the Open Market Value of the Discounted Market Dwelling within twenty working days of appointment then either party shall be entitled to apply to the President for the time being of the Royal Institution of Chartered Surveyors for the appointment of a replacement and on his/her

appointment the provisions of paragraphs 1.12.3 1.12.4 and 1.12.5 above shall apply to the Independent Chartered Surveyor so appointed

- 1.13 The Discounted Market Sale Restriction shall be registered at the Land Registry on the register of title to a Discounted Market Dwelling
- 1.14 A copy of the Discounted Market Sale Restriction and a copy of the Certificate referred to therein must be supplied to the Council on each disposition of a Discounted Market Dwelling



## SCHEDULE 2

### Open Space Contribution Formula

For each 1 bedroom dwelling comprised in the Development	£3,203
For each 2 bedroom dwelling comprised in the Development	£4,270
For each 3 bedroom dwelling comprised in the Development	£5,338
For each 4 bedroom dwelling comprised in the Development	£6,405
For each 5 or more bedroom dwelling comprised in the Development	£7,473

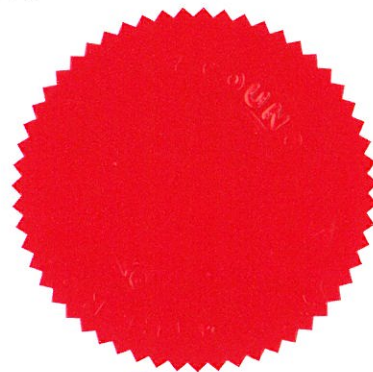
EXECUTED by the parties hereto as a deed on the date written above

THE COMMON SEAL of  
NORFOLK COUNTY COUNCIL  
was hereunto affixed  
in the presence of

)  
)  
)  
)

*Vicki N*

Head of Law

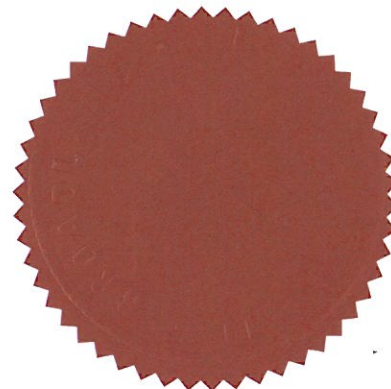


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THE COMMON SEAL of  
BROADLAND DISTRICT COUNCIL  
was hereunto affixed  
in the presence of

)  
)  
)  
)

*CHBA*  
**CHIEF EXECUTIVE**  
~~Head of Corporate Services~~  
~~and Monitoring Officer~~



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SIGNED AS A DEED  
by JOANNE MARGARET  
TILLET-BUTTERWORTH  
in the presence of:-

)  
)  
)  
)

*Joanne MB*  
*R. Cameron*

ROBERT CAMERON

129, HOLT ROAD

HORSFORD

NORWICH

NR10 3AB

TEACHER