

Dated 30<sup>th</sup> November 2016

**BROADLAND DISTRICT COUNCIL**

-and-

**SERRUYS PROPERTY COMPANY LIMITED**

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

relating to land at  
Oasis Sport and Leisure Centre, 4 Pound Lane, Thorpe St Andrew

THIS DEED is dated 30<sup>th</sup> November 2016

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU (referred to as the “**Council**”)
- (2) **SERRUYS PROPERTY COMPANY LIMITED** (Co. Regn. No. 01137245) whose registered office is at SPC House, Atlas Works, Norwich Road, Lenwade, Norfolk NR9 5SN (referred to as the “**Owner**”)

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 Council refused the Application on 10 June 2016.
- (C) The Owner has submitted the Appeal and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (D) The Owner owns the freehold of the Site of which part is registered at the Land Registry under title numbers NK239364 and NK346722 with the remainder unregistered.

## 1. DEFINITIONS

In this Deed the following expressions have the following meanings:

**Act** The Town and Country Planning Act 1990;

**Appeal** The planning appeal submitted to the Secretary of State and given appeal reference APP/K2610/W/16/3156445;

<b>Application</b>	The hybrid planning application for the redevelopment of the Site by the erection of a replacement spa and wellbeing club (full) and the provision of 27 residential units (including 9 affordable units) (outline) allocated reference 20151132 by the Council;
<b>CIL Regulations</b>	The Community Infrastructure Levy Regulations 2010;
<b>Commencement</b>	<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>- diversion and laying of services</li> <li>- temporary display of site notices and/or advertisement(s)</li> </ul> <p>and 'Commence' and 'Commenced' will be construed accordingly;</p>
<b>Development</b>	The development of the Site in accordance with the Permission;
<b>Dwelling</b>	A dwelling to be built on the Site as part of the Development and "Dwellings" will be constructed accordingly;

<b>Nominated Officer</b>	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner;
<b>Inflation Provision</b>	The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Agreement;
<b>Inspector</b>	An inspector appointed by the Secretary of State for Communities and Local Government to determine the Appeal;
<b>Occupation</b>	<p>Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <ul style="list-style-type: none"> <li>- construction</li> <li>- internal and external refurbishment</li> <li>- decoration</li> <li>- fitting-out</li> <li>- marketing</li> <li>- security operations</li> </ul> <p>and 'Occupy' and 'Occupied' will be construed accordingly;</p>
<b>Permission</b>	means any planning permission that may be granted by the Secretary of State or the Inspector pursuant to the Appeal 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 or a replacement permission for the

<b>Plan</b>	Development; The plan attached to this Deed at Schedule 1;
<b>Site</b>	The land known as Oasis Sport and Leisure Centre, 4 Pound Lane, Thorpe St Andrew shown edged red for identification purposes only on the Plan;
<b>Trigger</b>	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 that it does not contain planning obligations Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations given by the Owner for the purposes of section 106 of the Act enforceable by the Council.
- 2.2 It is agreed by the Parties that any obligation contained within this Deed which sets out how a planning obligation will be performed will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the CIL Regulations 2010, as amended:
- 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 This Deed is governed by and interpreted in accordance with the law of England.

### **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 5.4, 5.5, 5.6, 5.13 and 6 which shall come into effect immediately upon the completion of this Deed.

### **4. COVENANTS**

4.1 The Owner covenants with the Council for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed.

4.2 The Council covenants with the Owner to comply with their respective requirements contained in this Deed.

### **5. OTHER PROVISIONS**

5.1 No person will be liable for any breach any of the planning obligations or other provisions 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

- 5.2 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 with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site which are required to secure the planning obligations.
- 5.3 This Deed will not bind anyone who acquires an interest in any part of the Site for the purpose of the supply of utility services.
- 5.4 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.
- 5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the validity or enforceability of the remaining provisions of this Deed.
- 5.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed.
- 5.8 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.9 This Deed shall be registrable as a local land charge by the Council.
- 5.10 Following the performance of all of the obligations contained in the Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 5.11 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires before the Commencement of Development
- 5.12 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.
- 5.13 The covenants and obligations on the part of the Owner in this Deed shall not apply and shall not be enforceable by the Council if the Inspector (or any other person appointed to determine the Appeal) states clearly in the decision letter for this Appeal granting the Permission that such obligations (or part or parts of any obligation(s)), or any of them, are unnecessary or otherwise fail to meet the statutory tests set out in Regulation 122 of the CIL Regulations PROVIDED THAT if any obligations are determined by the Inspector (or any other person appointed to determine the Appeal) to be unnecessary or otherwise fail to meet the statutory tests it shall not affect the lawfulness of the rest of the covenants and obligations in this Deed which shall continue to be enforceable.

## **6. DISPUTES**

- 6.1 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.
- 6.2 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.



## **7. INTEREST AND VAT**

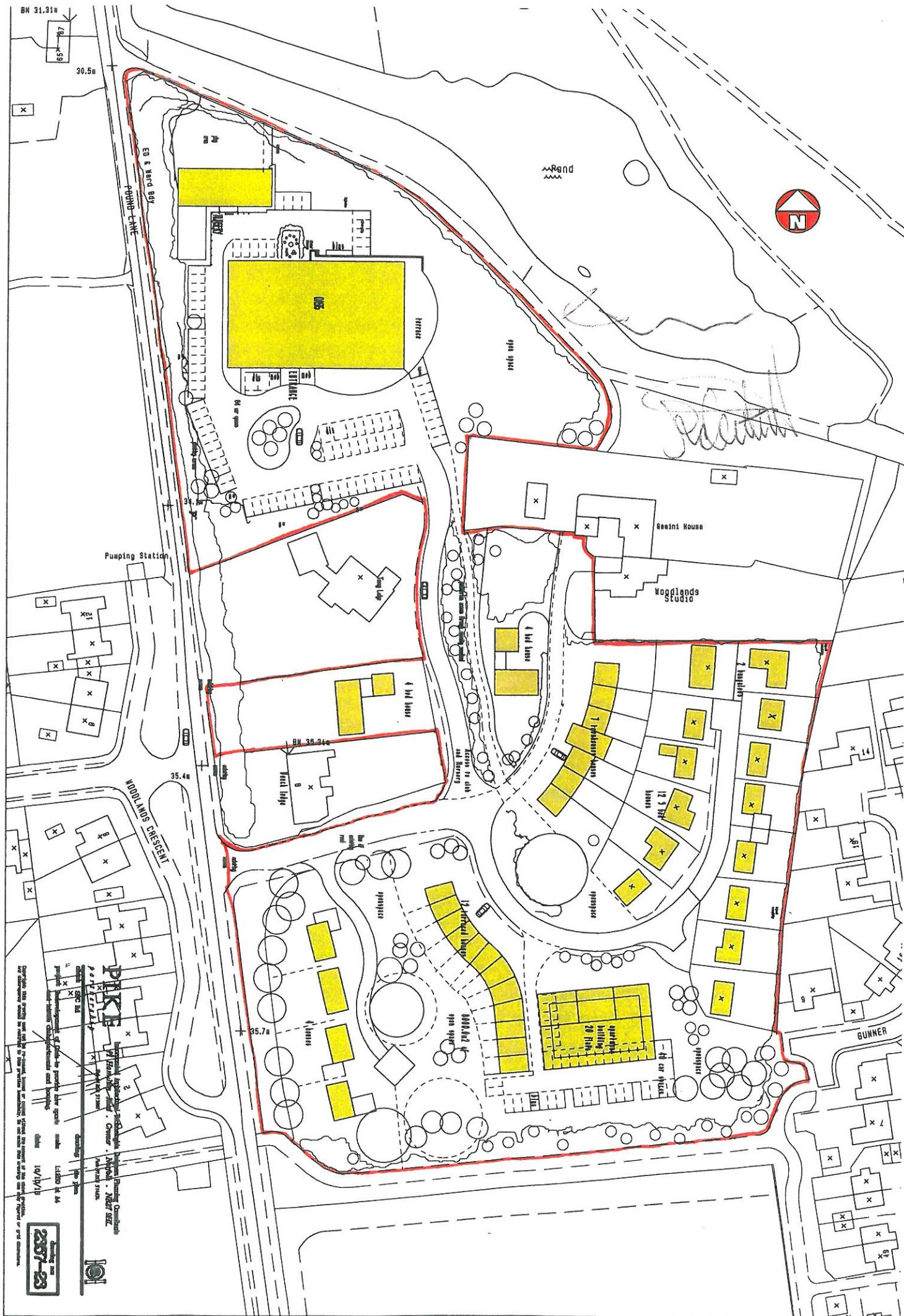
- 7.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time.
- 7.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.

## **8. NOTIFICATIONS**

- 8.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by first class post or recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been provided and the Owner hereby gives notice pursuant to this Clause that its address for service of notices is Howes Percival LLP, Flint Buildings, 1 Bedding Lane, Norwich NR3 1RG (ref: PJW/JZC/209647.15).
- 8.2 The Owner will notify the Nominated Officer in writing of the relevant
- 7.2.1 anticipated Triggers seven days in advance of each anticipated date;
  - 7.2.2 actual Triggers within seven days of each actual date.
- 8.3 If the Owner disposes of his interest in 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.

## **SCHEDULE 1**

### **The Plan**



**PIKE**  
 1/10/19/19  
 10/14/19  
 2357-23

2357-23

## **SCHEDULE 2**

### **Affordable Housing**

#### **Part 1**

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

"Affordable Dwellings"	the Dwellings to be constructed to Design & Quality Standards on the Site as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market
"Affordable Housing Mix"	85% Rented Housing and 15% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion)
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>a scheme securing the Affordable Housing Provision and specifying:</p> <p>the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;</p> <p>the identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;</p> <p>the number, location, type and size of Affordable Dwellings to be constructed on the Site;</p> <p>- full details of the Affordable Housing Mix including the types of Intermediate Housing and Rented Housing;</p> <p>- such other information as the Council may reasonably require to enable approval of the</p>

## Affordable Housing Scheme

"Affordable Rented Dwellings"	Dwellings to be let by a Registered Provider with an appropriate agreement with the HCA for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges or as otherwise agreed with the Council in writing and subject to nominations by the Council in accordance with Part 2 of this Schedule
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing
"Complete"	a stage of construction such that a Dwelling has a complete roof and all windows and external doors installed and where further works do not ordinarily amount to "development" for the purposes of section 55(1) of the Act and "Complete" and "Completed" shall be construed accordingly.
"Design & Quality Standards"	means the Level One Space Standards as specified by the Homes and Communities Agency or its successor or such other construction standards as may be agreed
"Eligible Household"	a person or persons in need of accommodation who are unable to rent or buy on the local open market determined in accordance Part 2 of this Schedule and with the Council's housing allocation policy as of the date of this Deed or as otherwise approved by the Council
"HCA"	the Homes & Communities Agency or its successor body or other appropriate body as the Council may nominate
"Intermediate Dwellings"	Dwellings for sale at prices below local market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing), shared ownership, shared equity and equity loan products as approved by the Council
"Intermediate Housing"	one or more of Intermediate Dwellings, Shared Equity Dwellings, Shared Ownership Dwellings and



	Intermediate Rented Dwellings as agreed by the Council
"Intermediate Rented Dwellings"	Dwellings at rents above those of Social Rented Dwellings but below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area) as determined by the Council
"Open Market Dwelling"	Any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Provider"	either: <ul style="list-style-type: none"> <li>(i) a Registered Provider; or</li> <li>(ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council</li> </ul>
"Public Subsidy"	funding provided by the Council, the HCA or any other public body or successor body towards the provision of Affordable Housing
"Registered Provider"	as defined in the Housing and Regeneration Act 2008
"Rented Housing"	one or more of Affordable Rented Dwellings and Social Rented Dwellings as agreed by the Council
"Shared Equity Dwellings"	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)

“Shared Ownership Dwellings” Dwellings purchased on a Shared Ownership Lease

“Shared Ownership Lease” a lease in a form approved by the HCA or where there is no such form in a form approved by the Council such lease to provide for the following:

- not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider
- power to the purchaser to increase their ownership up to 100% if they so wish
- an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the HCA

“Social Rented Dwellings” Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent

“Target Rent” The rent for Social Rented Dwellings as determined by the national rent regime published by the HCA or any subsequent replacement or where there is no such replacement at a rent determined by the Council

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development until the Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 1.2 Not to Occupy the first Open Market Dwelling until an exchanged unconditional contract or contracts for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred this obligation shall not apply
- 1.3 Not to construct or procure the construction operation or provision of the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 1.4 Not to Complete more than 50% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Complete and have been transferred to the approved Provider

(or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the following terms:

- a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
- b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
- c) with the benefit of all necessary easements, rights and utilities; and
- d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme

1.5 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

1.5.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire;

1.5.2 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or by a person who has acquired 100% of a Shared Equity Dwelling

1.5.3 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it is has first complied with the following:

- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
- b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the



affected Affordable Dwellings

## **Part 2**

### **Affordable Housing Allocation**

#### **Local Lettings Cascade**

- 1 Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first occupation in accordance with the local lettings policy set out below:
  - 1.1 first allocations shall be made to people living in the parish of Thorpe St Andrew;
  - 1.2 if there is no suitable person in paragraph 1.1 allocations will be made to people who work in the parish of Thorpe St Andrew; and
  - 1.3 if there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the parish of Thorpe St Andrew to give/receive support to/from close family
  - 1.4 if there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to an Eligible Household as approved by the Council
- 2 Administrative Procedure for Nominations
  - 2.1 To grant to the Council nomination rights to 100% of the Affordable Rented Dwellings unless otherwise agreed in writing.
  - 2.2 The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the Council and the Owners shall agree between them.

### **Schedule 3**

#### **Off-Site Open Space & Amenity Area**

##### **Part 1**

##### **Owner Obligations (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:

"Off-Site Open Space Contribution"	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 for the Dussindale Park Project (Thorpe St Andrew) such sum to be calculated in accordance with Part 3 of this Schedule for the provision of land, equipment and maintenance and increased in line with the Inflation Provision
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The Owner hereby covenants with the Council as follows:

1. Not to Occupy or allow Occupation of more than 25% of the Dwellings on Site unless or until the Off-Site Open Space Contribution has been paid to the Council.

The Council hereby covenants with the Owner as follows:

- 2.1 To deposit the Off-Site Open Space Contribution in an interest bearing account and apply the capital and any interest accrued towards the purpose for which it was paid.
- 2.2 In the event that the Off-Site Open Space Contribution has not been committed (by way of contract or expenditure of monies) within 10 years of receipt of payment to refund any unspent balance of the contribution to the payer together with any interest accrued.

## Part 2

### Amenity Area

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

"Amenity Area Space"	Land to be set aside and used as an amenity area for the Dwellings on the Development as determined by the Permission and any subsequent reserved matters approvals;
"Approved Amenity Area Space Scheme"	The Amenity Area Scheme as approved by the Council including any amendment or substitution agreed by the Council in writing;
"Amenity Area Space Scheme"	<p>A scheme containing details of the Amenity Area Space including:</p> <ul style="list-style-type: none"><li>- full details of the amount of Amenity Area Space</li><li>- the extent, location and boundaries of the Amenity Area Space</li><li>- details of the design and layout of the Amenity Area Space including all equipment, drainage features, access arrangements, furniture, fencing and landscaping together with appropriate plans, drawings and specifications</li><li>- details of how the Amenity Area Space will be maintained in perpetuity including ongoing management and maintenance of the Amenity Area Space</li><li>- such other information as the Council may reasonably require to enable approval of the Amenity Area Space Scheme</li></ul>
"Management Company"	A company to be set up for the purposes of managing and maintaining the Amenity Area Space in perpetuity

The Owner hereby covenants with the Council as follows:

1. Not to Commence Development unless or until the Amenity Area Space Scheme has been submitted to and approved in writing by the Council.
2. Not to Occupy or allow Occupation of more than 50% of the Dwellings comprised in the Development unless and until the Amenity Area Space has first been provided in accordance with the Approved Amenity Area Space Scheme to the written satisfaction of the Council
3. To thereafter maintain the Amenity Area Space in accordance with the Approved Amenity Area Space Scheme until such time as the Amenity Area Space has been transferred to the Management Company in accordance with the provisions contained herein
4. Not to Occupy or allow Occupation of more than 60% of the Dwellings comprised in the Development unless and until:
  - a) the Management Company has been created to the satisfaction of the Council; and
  - b) the memorandum and articles of association together with the form of transfer of the Amenity Area Space to the Management Company has been submitted to the Council for approval and has been approved by the Council prior to the transfer taking place
5. Not to Occupy or allow Occupation of more than 70% of the Dwellings comprised in the Development unless and until the Amenity Area Space has been transferred to the Management Company in accordance with the reasonable requirements of the Council in consultation with the Management Company for a sum not exceeding £1 (one pound) and PROVIDED THAT the Management Company shall not be required to accept the transfer of the Amenity Area Space unless it has been provided in strict accordance with the Approved Amenity Area Space Scheme

### **Part 3**

#### **Cost per dwelling for Provision and Maintenance of Open Space**

##### **Purchase of Off Site Open Space**

<b>Land purchase</b>					
<b>Property</b>	<b>Sports</b>	<b>Play</b>	<b>Allotments</b>	<b>Green Infrastructure</b>	<b>Total</b>
1 bed	£252	£51	£24	£600	<b>£927</b>
2 bed	£336	£68	£32	£800	<b>£1,236</b>
3 bed	£420	£85	£40	£1,000	<b>£1,545</b>
4 bed	£504	£102	£48	£1,200	<b>£1,854</b>
5 + bed	£588	£119	£56	£1,400	<b>£2,163</b>

##### **Equipping of Off Site Open Space**

<b>Equipping</b>					
<b>Property</b>	<b>Sports</b>	<b>Play</b>	<b>Allotments</b>	<b>Green Infrastructure</b>	<b>Total</b>
1 bed	£288	£89	£15	£429	<b>£821</b>
2 bed	£385	£119	£19	£572	<b>£1,095</b>
3 bed	£481	£148	£24	£715	<b>£1,368</b>
4 bed	£577	£178	£29	£858	<b>£1,642</b>
5+ bed	£674	£207	£34	£1,001	<b>£1,916</b>

##### **Maintenance of Off-Site and On-Site Open Space**

<b>Maintenance</b>				
<b>Property</b>	<b>Sports</b>	<b>Play</b>	<b>Green infrastructure</b>	<b>Total</b>
1 bed	£303	£30	£253	<b>£586</b>
2 bed	£404	£41	£338	<b>£783</b>
3 bed	£504	£51	£422	<b>£977</b>
4 bed	£605	£61	£506	<b>£1,172</b>
5+ bed	£707	£72	£591	<b>£1,370</b>

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

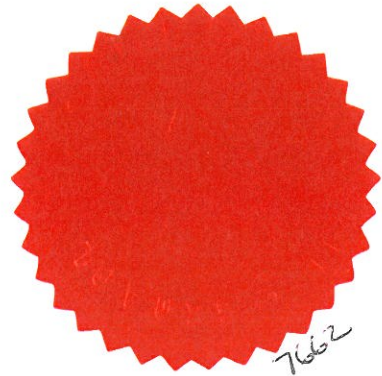
THE COMMON SEAL OF **Broadland District Council**  
was affixed in the presence of:

)  
)

Authorised Signatory:



Head of Democratic Services and  
Monitoring Officer



EXECUTED AS A DEED by  
**Serruys Property Company Limited**  
in the presence of:

)  
)  
)

Director:



Director/Secretary:

