

DATED

20<sup>th</sup> August

2010

**(1) BROADLAND DISTRICT COUNCIL**

- and -

**(2) NORFOLK COUNTY COUNCIL**

- and -

**(3) DEREK ALAN BARNES**

- and -

**(4) DOUGLAS JAMES HALL**

- and -

**(5) KENNETH JOHN EWING**

---

**AGREEMENT**

made under Section 106 of the Town and  
Country Planning Act 1990 (as amended)  
relating to land at the former Station Yard,  
Cawston Road and Stony Lane in the Parish  
of Reepham Norfolk

---

25929/S106 Agreement

Created 030708

Updated: 200510

**THIS AGREEMENT** is made the 20<sup>th</sup> day of August 2010  
**BETWEEN**

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Thorpe Norfolk NR7 ODU ("the Council")
- (2) **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich NR1 2DH ("the County Council")
- (3) **DEREK ALAN BARNES** of 7 St John's Close Hethersett Norwich Norfolk NR9 3DQ and **DOUGLAS JAMES HALL** of Tall Trees Hall Lane Drayton Norfolk NR8 6HH and **KENNETH JOHN EWING** of Dale Farmhouse Reepham Road Bawdeswell Norfolk NR20 4RU ("the Owners")

**DEFINITIONS**

- (A) In this Deed the following words shall have the following meanings:-

"Act" the Town and Country Planning Act 1990 (as amended);

"Affordable Construction Standards" the construction standards required to comply with the The Homes and Communities Agency's Design and Quality Strategy (dated April 2007) and any new or revised replacement construction standards relating thereto. The performance measures which indicate compliance are:

For each home, Housing Quality Indicator unit minima scores of 41, Layout of 32, noise, services, light of 22. In meeting the HQI unit layout minimum score, it is expected that the internal and external storage provision at least meets the requirements for storage specified in the HQI guidance for the occupancy and does not fall short in any aspect.

The achievement of the Code for Sustainable

Homes Level 3 (Three star) as a minimum.

An assessment against the 20 "Building for Life" criteria which demonstrates a minimum achievement of:

10 out of 20 positive responses (rural and street-fronted infill)

12 out of 20 positive responses (all other developments)

**"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 to be owned and/or managed by a Registered Provider which shall comprise 15 Dwellings on the Land which are to be offered as a mixture of Affordable Rental Units and Shared Ownership Dwellings of which each shall have at least two bedrooms

**"Affordable Rental Units"**

Affordable Housing to be constructed or provided on the Land as part of the Development and to be let for a rent upon either a weekly basis or monthly tenancy basis not exceeding the Homes and Communities Agency's target rents (or if such targets cease to be set such other measure of affordable rents as the Council shall reasonably determine) and to be let by or on behalf of a Registered Provider

**"Application"**

The application submitted to the Council for planning permission for the Development and validated on 9th January 2008 submitted on behalf of the Owners pursuant to the Council's reference number 20071797 and which is for outline planning permission for development of the Land for offices, veterinary surgery,

	residential care home, housing (no 22), alteration to access and internal roads
"Commencement of Development"	The carrying out of a material operation on the Land pursuant to the Permission in accordance with section 56 of the Act save that the term "material operation" shall not include any operations in connection with any works of or associated with demolition site clearance remediation works environmental investigation site and soil surveys erection of contractors work compounds erection of site offices erection of fencing to site boundaries and archaeological works
"County Council's Commuted Sums"	The High School Contribution the Primary School Contribution, the Library Contribution and the Walking and Cycling Contribution
"Development"	The development of the Land as permitted by the Permission
"Dwelling"	Any Affordable Housing or Free Market Dwelling constructed on the Land pursuant to the Permission
"Free Market Dwelling"	Any Dwelling constructed on the Land pursuant to the Permission which is not Affordable Housing
"High School Contribution"	The sum of £2,456 per Dwelling being a house, or bungalow and the sum of £1,228 per Dwelling being a flat, maisonette or apartment over and above 14 Dwellings (the "Excepted Dwellings") such sums to be Index Linked PROVIDED THAT when calculating the Excepted Dwellings a flat or apartment shall equate to ½ a Dwelling
"Index Linked"	Index linked from 18 June 2008 (being the date

of the resolution of the Council's Planning Committee to approve the Application) in respect of the County Council's Commuted Sums until such time that payment of any sum specified in this Agreement 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 Index save that with regard to the Walking & Cycling Contribution in respect of which the Retail Prices Index: All items shall apply

"Inflation Provision"

The increase (if any) in the BIS (Department for Business Innovation and Skills) Output Price Index for Public Works : All Public Works (or such other like index which replaces or amends the same) between 30<sup>th</sup> September 2006 and the date upon which the payment of the Off-Site Open Space Contribution and the Open Space Maintenance Contribution is made pursuant to this Agreement

"Land"

The land at the former Station Yard, Cawston Road and Stony Lane in the Parish of Reepham, Norfolk which is shown edged red for identification only on the Plan and registered at the Land Registry under title number NK114862

"Library Contribution"

The sum of £60.00 per Dwelling such sum to be Index Linked

"Occupied"

In the case of any Dwelling means occupied for residential purposes or sold leased or licensed to a residential end user and "Occupation" shall be construed accordingly.

"Off-Site Open Space

The sum calculated in accordance with the

Contribution"	formula set out in clause 10.1.8 of this Agreement increased in accordance with the Inflation Provision
"Open Space Maintenance Contribution"	The total sum of £869 for each 1 bedroom Dwelling, of £1,159 for each 2 bedroom Dwelling, £1,448 for each 3 bedroom Dwelling, £1,738 for each 4 bedroom Dwelling and £2,028 for each 5 bedroom Dwelling as increased by the Inflation Provision
"Open Space Scheme"	A scheme for the provision of public open space to serve the Development pursuant to the Permission in accordance with clause 10 of this Agreement
"Permission"	The planning permission to be granted pursuant to the Application
"Plan"	The plan attached to this Deed
"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 where such persons have been exhausted any person as nominated by the Council on the Broadland Housing Register that the Registered Provider owning or managing the Affordable Housing units on the Land is entitled to house within its rules

"Primary School Contribution"	The sum of £2,958 per Dwelling being a house or bungalow and the sum of £1,379 per Dwelling being a flat, maisonette or apartment such sums to be Index Linked
"Registered Provider"	A registered social landlord in the register kept by the Homes and Communities Agency under Part 1 of the Housing Act 1996 (or any statutory re-enactment or modification thereof)
"Shared Ownership Dwelling"	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 up to a maximum of 50% (fifty per cent) on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by the tenant upon completion of such lease or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 80% (eighty per cent) 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 The Homes and Communities Agency's target rents (or if such targets cease to be set such other measures of affordable rents as the Council shall reasonably determine) and in any event to be not higher than an annual sum calculated at 2.75% of the value of the equity retained by the owner of the Dwelling 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

"Walking & Cycling Contribution"

The sum of £13,000 towards the enhancement of walking & cycling facilities between the Land and Reepham Town Centre local schools and community facilities and its on-going maintenance such sum to be Index Linked

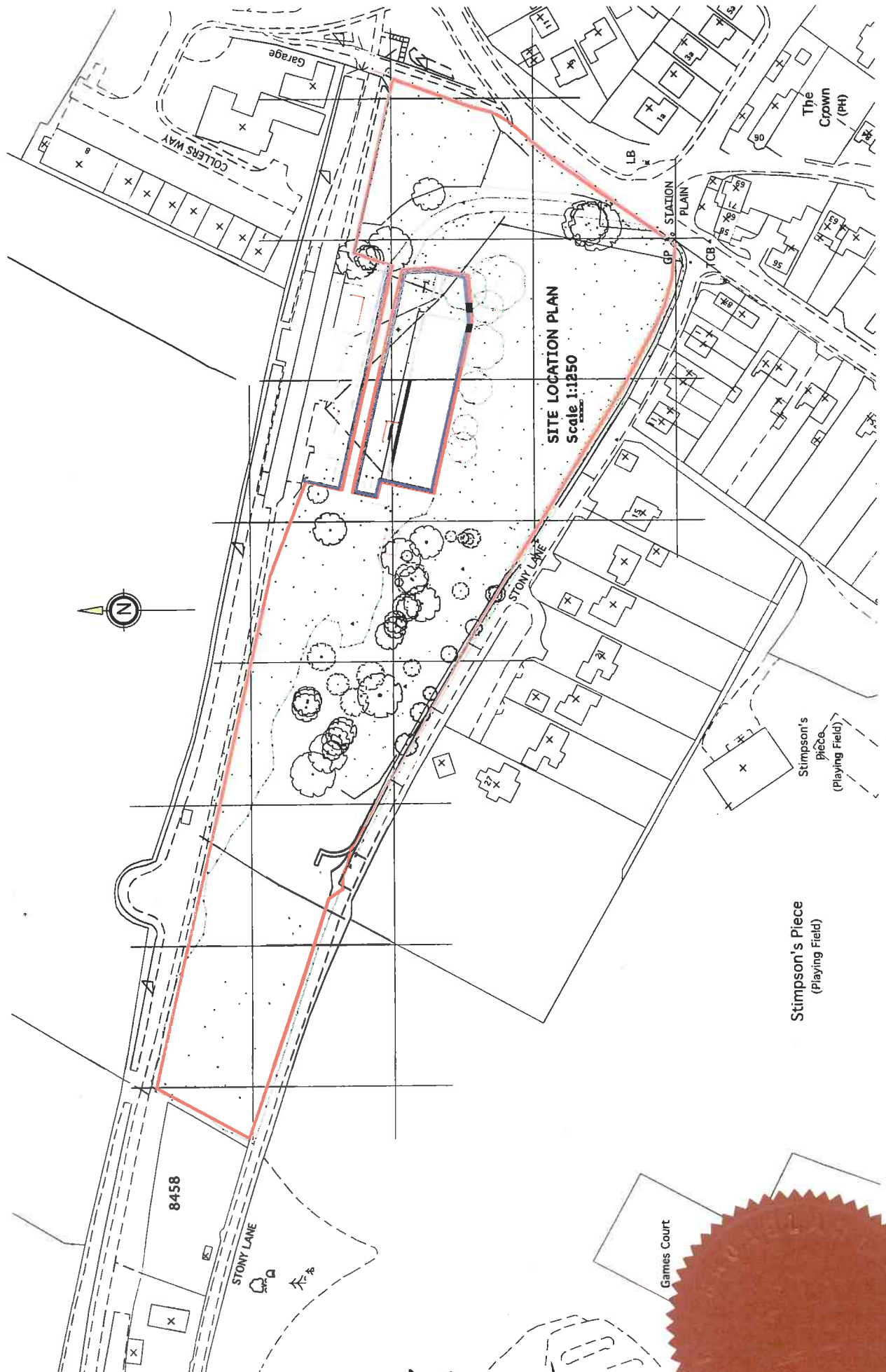
### INTERPRETATION

1. Clause headings are for reference only and shall not affect the construction of this Deed.
2. Where more than one person is included in the expressions "the Council" "the County Council" and "the Owners" agreements and obligations expressed to be made or assumed by such party are made or assumed and are to be construed as made or assumed by all such persons jointly and each of them severally.
3. Any covenant by the Owners not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.
4. Covenants and obligations made or assumed by any party shall be binding and enforceable against his her or its successors in title heirs and assigns.
5. The masculine and the feminine and the neuter gender include each of the other genders and the singular includes the plural and vice versa.
6. A reference to an Act of Parliament refers to the Act as it applies at the date of this Deed and any later amendment or re-enactment of it and any regulations or statutory instrument made under it.
7. A reference to a clause or schedule is a reference to a clause or schedule contained in this Deed.

### RECITALS

- (A) By virtue of the provisions of the 1990 Act the Council is the Local Planning Authority for the purposes of this Deed for the area within which the Land is situated.





*M. Moore*

HEAD OF CORPORATE SERVICES  
& MONITORING OFFICER

Games Court

Stimpson's Piece  
(Playing Field)

6372

- (B) The County Council is a Local Planning Authority, Highway Authority, the Education Authority and the Library Service Provider for the area in which the Land is situated.
- (C) The Owners are the registered proprietor of the Land under Title Number NK 114862.
- (D) Having regard to the provisions of the development plan and all other material considerations, the Council is minded to grant the Permission subject to the parties entering into this Deed and the parties have agreed as hereinafter appears.
- (E) The expression "the Owners" shall include their respective successors in title and assigns and the expressions "the Council" and "the County Council" shall include their respective successor(s) in respect of their statutory functions.
- (F) The Owners have agreed to enter into this Agreement so as to create planning obligations pursuant to Section 106 of the Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.

NOW THIS DEED WITNESSETH as follows:-

1. The covenants contained in this Agreement are planning obligations for the purposes of Section 106 of the Act in so far as they fall within the terms of Section 106(1) of the Act and as such are enforceable by the Council and the County Council.
2. In so far as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Sections 111 and 139 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, the Highways Act 1980 and all other enabling powers.
3. The covenants made by the Owners hereinafter contained are:-
  - 3.1 Made with the intent to bind the Land and (where applicable) each and every part thereof;
  - 3.2 Made with the intent that they shall be binding on and enforceable against the successors in title and assigns of the Owners and are covenants to which the provisions stated in Clauses 1 and 2 apply; and
  - 3.3 Separate so that should any of the said covenants be satisfied, modified, discharged or otherwise become inoperative, the remainder of the Agreement shall continue in full force and effect.

4. Save for the covenant contained in Clause 16 this Agreement is conditional upon the grant and issue of the Permission and will cease to have effect if the Permission is quashed revoked superseded or modified save in respect of a modification, to any non-material amendment

5. NOTIFICATION OF OCCUPATIONS COMPLETIONS AND DWELLING COMMENCEMENTS - COUNCIL

THE Owners covenant and agree with the Council to advise it of the dates of:

- 5.1 Commencement of Development; and  
5.2 First Occupation of the first Dwelling erected on the Land.

6. NOTIFICATION OF OCCUPATIONS – COUNTY COUNCIL

The Owners covenant and agree with the County Council to advise it of the dates of:

- 6.1 Commencement of Development;  
6.2 First Occupation of the first Dwelling on the Land; and  
6.3 Commencement of the erection of the Fourth Dwelling.  
6.4 Commencement of the erection of the Fifteenth Dwelling.

7. LIBRARY CONTRIBUTION

The Owners covenant and agree with the County Council to pay the Library Contribution to the County Council prior to the Occupation of the first Dwelling

8. WALKING & CYCLING CONTRIBUTION

The Owners covenant and agree with the County Council to pay the Walking and Cycling Contribution to the County Council prior to the Occupation of the first Dwelling.

9. HIGH SCHOOL AND PRIMARY SCHOOL CONTRIBUTIONS

- 9.1 The Owners covenant and agree with the County Council to pay to the County Council the High School Contribution prior to the Occupation of the Fifteenth Dwelling

- 9.2 The Owners covenant and agree with the County Council to pay to the County Council the Primary School Contribution prior to the Occupation of the Fourth Dwelling

## 10. OPEN SPACE

- 10.1 The Owners covenant and agree with the Council that:

10.1.1 Prior to the Commencement of Development an Open Space Scheme for the Land to accord with the Permission shall be submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

10.1.2 Not to occupy or allow to be occupied more than 10 Dwellings on the Land until the open space identified within the Open Space Scheme ("the Open Space") has been laid out to the reasonable satisfaction of the Council

10.1.3 Once the Open Space is laid out the Owners will maintain the same and keep the same at all times clean, cultivated, fed and watered and shall replace as necessary any dead or diseased planting or any defective equipment or surfacing to the reasonable satisfaction of the Council until the Open Space is transferred to the Council or such other body as the Council may nominate

10.1.4 Subject to compliance with sub-clauses 10.1.2 and 10.1.3 above either the Owners or the Council may serve notice on the other (the Open Space Notice) offering (or requiring) (as the case maybe) the transfer of the Open Space to the Council (or such other body as may be properly nominated by the Council) on the terms and conditions set out in Schedule 2 hereto and neither the Owners nor the Council shall unreasonably delay or prevent the completion of or unreasonably refuse to complete a deed of transfer of the Open Space to the Council (or such other properly nominated body as aforesaid) following the service of the Open Space Notice

10.1.5 The reasonable and proper costs of the Council associated with the preparation and negotiation of the deed of transfer of the Open Space shall be borne by the Owners and shall not exceed £750

10.1.6 Upon the transfer of the Open Space the Owners shall pay to the Council the Open Space Maintenance Contribution

10.1.7 If the area of the Open Space provided within the Land (referred to in Clause 10.1.8 as "A1") is less than the total (referred to below as "A2") of 36 sq m for each one bedroom dwelling, 48 sq m for each two bedroom dwelling, 60 sq m for each three bedroom dwelling, 72 sq m for each four bedroom dwelling and 84 sq m for each dwelling with five or more bedrooms in the Development the Owners shall pay to the Council the Off-Site Open Space Contribution calculated in accordance with paragraph 10.1.8 within 28 days of the Commencement of Development

10.1.8 The Off-Site Open Space Contribution shall be the total of:-

for each 1 bedroom dwelling comprised in the Development	£1,942
for each 2 bedroom dwelling comprised in the Development	£2,589
for each 3 bedroom dwelling comprised in the Development	£3,237
for each 4 bedroom dwelling comprised in the Development	£3,884
and for each 5 bedroom dwelling comprised in the Development	£4,531
divided by A2 and multiplied by the difference between A2 and A1	

## 11. AFFORDABLE HOUSING

The Owners covenant and agree with the Council to carry out and comply with the obligations and restrictions set out in Schedule 1 and Schedule 2 to this Deed

## 12. PROTECTION FOR MORTGAGEES AND OTHERS

The covenants by and obligations on the part of the Owners contained in this Agreement shall not bind any mortgagee unless it takes possession of the Land in

which case it too will be bound by the obligations as if it were a person deriving title from the Owners;

### 13. DISPUTE RESOLUTION

13.1 Wherever there is any dispute between the Council, the County Council and/or the Owners and that dispute shall not be resolved within two months of any such party having notified the other that any such dispute exists then the Council the County Council and/or the Owners may require the dispute to be determined by a professional person having at least ten years professional standing in a relevant professional discipline (the "Professional"), which professional shall be agreed between the parties or in default of agreement appointed by the President for the time being of the Chartered Institute of Arbitrators, which Professional shall

13.1.1 Act as an expert; and

13.1.2 Allow the parties a reasonable opportunity of making representations and counter representations to him; and

13.1.3 Take those representations and counter representations into account; and

13.1.4 If reasonably required by any party give written reasons for his determination and the award of the Professional shall be binding on the parties and the costs of the reference to him and of his determination shall lie in his award and if the Professional dies or becomes unwilling to act or becomes incapable of acting or if for any other reason the said President of the Chartered Institute of Arbitrators shall in his absolute discretion consider sufficient the said President may upon the application of any party to the dispute or both of them jointly discharge the Professional and appoint another to act in his place and in the same capacity and this shall be repeated as many times as the circumstances may require.

13.2 For the avoidance of doubt no party shall be obliged by virtue of this clause 13 to engage in the resolution procedure envisaged by this clause where the issue relates to the payment or non-payment of financial contributions.

### 14. OWNERS'S COMPENSATION RIGHTS LIMITED

The Owners further agree that any rights to claim compensation arising from any limitation or restriction on the planning use of the Land under the terms of this Agreement are hereby waived.

**15. LOCAL LAND CHARGE**

This Agreement is a local land charge and upon completion will be registered as such.

**16. LEGAL FEES**

Upon completion of this Agreement the Owners shall pay the Council's reasonable legal costs not to exceed £2,000 (excluding VAT and disbursements) and the County Council's reasonable legal costs not to exceed £2,000 in relation to the preparation negotiation execution and completion of this Agreement.

**17. THE COUNTY COUNCIL'S COVENANTS**

The County Council covenants with the Owners to:

- 17.1 use the County Council's Commuted Sums solely for the purposes for which they are made in accordance with the terms of this Agreement
- 17.2 to hold the County Council's Commuted Sums in an interest bearing account
- 17.3 should any monies have not been expended for the purposes outlined in this Agreement on the tenth anniversary of the occupation of the final Dwelling within the Development to repay the unexpended part of the relevant County Council's Commuted Sum to the person who has paid it with interest which has accrued to and remains in the said account provided that if the County Council has entered into one or more contracts prior to the expiry of the relevant period in respect of matters which relate to the relevant County Council's Commuted Sum the period shall be extended until completion of the contract(s) or payment of the final account under such contract(s) (if later).

**18. COVENANTS LIMITED TO SEISIN**

No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with all his interest in the Land (or the relevant part of the Land) save in respect of any antecedent breach PROVIDED THAT the reservation of any rights or the inclusion of any covenants or

restrictions over the Land (or any part thereof) in any transfer shall not constitute an interest for the purpose of this Clause.

19. EXCLUDED PARTIES

The covenants on the part of the Owners contained in this Agreement shall not be enforceable against statutory undertakers or service companies in relation to any parts of the Land acquired by them for electricity sub- stations, gas governor stations or pumping stations.

20. EFFECT OF AGREEMENT

The covenants contained in this Agreement shall take effect from and after the Commencement of Development and for the avoidance of doubt the Owners shall not be liable for any of the Owners' obligations under this Agreement (other than that in 16) before the Commencement of Development.

21. THIRD PARTIES

It is hereby agreed by the parties hereto that no term of this Agreement is intended to be enforceable by third parties under the Contracts (Rights of Third Parties) Act 1999.

22. CONSENTS

Where any consent agreement approval or expression of satisfaction is required or requested under the terms of this Agreement such consent agreement approval or expression shall not be unreasonably withheld or delayed.

23. FURTHER PERMISSIONS

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Agreement.

24. TITLE WARRANTY

The Owners hereby covenants with the Council and with the County Council that they are the freehold owners of the Land and have full power to enter into this Deed and that the Land is free from all mortgages charges or other encumbrances by way of mortgage

25. WAIVER



No waiver (whether express or implied) by the Council or by the County Council of any breach or default by the Owners or their successors in title in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the terms and conditions or from acting upon any subsequent breach of default in respect thereof by the Owners or their successors in title

26. RELEASE

The Council and the County Council shall not be liable to any person under this Deed after that person has parted with all interest in the Land but without prejudice to any liability arising prior thereto

27. INTEREST

All sums payable by the Owners under this Deed to the Council or the County Council shall carry interest at the rate of 4% above the base rate of the Co-operative Bank plc from the date due until the date of actual payment.

28. NOTICES

28.1 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

28.2 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
-------------	---

The Owners	c/o: CAM Architects Limited 80 St George's Street Norwich NR3 1DA
------------	---

The County

Council	Head of Law Norwich County Council County Hall Martineau Lane, Norwich NR1 2DH
---------	--

28.3 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.

29. VAT

- 29.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.
- 29.2 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.

30. JURISDICTION

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

## **SCHEDULE 1**

### **1. AFFORDABLE HOUSING**

- 1.1 Not to Commence Development on the Land pursuant to the Permission (with the exception of any road or associated works necessary to form the entrance to the Land) until a scheme for the provision and long-term management of the Affordable Housing to be constructed on the Land has been submitted to and approved (such approval not to be unreasonably withheld or delayed) by the Strategic Director and Chief Planner (Community Services) of the Council ("the Affordable Housing Scheme") which Scheme for the avoidance of doubt shall comprise 15 Affordable Housing Units being a mixture of Affordable Rental Units and Shared Ownership Dwellings and shall deal with and include the timing of the Development and the location of the Affordable Housing on the Land and upon approval such Scheme shall be deemed to be incorporated into the provisions of this Deed
- 1.2 Upon approval of the Affordable Housing Scheme by the Council to implement the Affordable Housing Scheme as approved and in accordance with the provisions contained in the Affordable Housing Scheme
- 1.3 Not to occupy or allow to be occupied more than three Free Market Dwellings on the Land until such time as the Affordable 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 have been transferred to a Registered Provider
- 1.4 Not to use the Affordable Housing units for any purpose other than for Affordable Housing
- 1.5 The Affordable Housing units shall not be occupied other than by Qualifying Occupiers
- 1.6 The Registered Provider shall not thereafter dispose of its interest in the Affordable Housing units or any part thereof (except by way of mortgage) other than to any other Registered Provider
- 1.7 Paragraphs 1.4, 1.5 and 1.6 above shall not be binding upon any mortgagee in possession of the Affordable Housing units or part thereof nor any receiver or

manager (including an administrative receiver) for such mortgagee and shall cease to apply to any of the Affordable Housing units where the Registered Provider shall be required to dispose of such units pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or shall be required to sell a further and/or final tranche of equity to a tenant pursuant to the terms of any Shared Ownership Lease granted in respect of such unit

- 1.8 Under the transfer of an Affordable Housing unit to the Registered Provider such transfer shall be free from encumbrances (other than those matters affecting the title to the Land) 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

## **SCHEDULE 2**

### **1. TRANSFER OF OPEN SPACE**

- 1.1 Completion of the transfer of the Open Space to the Council (or such other properly nominated body) pursuant to clause 10 of this Agreement ("the Transfer") is to take place within 56 days from and including the date of the Open Space Notice (or such other date as shall be agreed in writing between the Council and the Owners)
- 1.2 The Open Space shall be transferred with full title guarantee and with vacant possession for the consideration of one pound (£1.00)
- 1.3 The Transfer shall contain all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are properly required to facilitate the use of the land transferred for the purpose it is being transferred
- 1.4 The Transfer will contain a covenant by the Council (or such other properly nominated transferee) restricting the use of the Open Space so transferred to the purpose for which it is transferred and for no other use whatsoever except in the case of open space land as defined in the Open Spaces Act 1906
- 1.5 If the Council do not complete the Transfer pursuant to paragraph 1.1 of this Schedule, then the obligation upon the Owners to provide any public open space pursuant to the Open Space Scheme shall forthwith cease and the provisions of clause 10 shall have no further effect.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

EXECUTED AS A DEED BY THE COMMON )  
SEAL of BROADLAND DISTRICT COUNCIL )  
being affixed hereto in the presence of:- )

*M. Moore*  
HEAD OF CORPORATE SERVICES  
& MONITORING OFFICER ✓



EXECUTED AS A DEED BY THE COMMON )  
SEAL NORFOLK COUNTY COUNCIL being )  
affixed hereto in the presence of:- )

*James*  
authorised to sign  
on behalf of: HEAD OF LAW



SIGNED AND DELIVERED AS A DEED BY )  
THE said DEREK ALAN BARNES in the )  
presence of:- *L. Lovebeck* )

*D. Barnes*

LILLIAN LOVELOCK  
10 ST JOHNS CLOSE  
HETHERSETT  
NR9 3DQ  
RETIRED

SIGNED AND DELIVERED AS A DEED BY )  
THE said DOUGLAS JAMES HALL in the )  
presence of:- )

*DJ Hall*

J. M. Moore  
J. M. MOORE  
21 Mulberry Court,  
Taverham,  
Norwich, NR8 6YJ

HOUSEWIFE

SIGNED AND DELIVERED AS A DEED BY )  
THE said KENNETH JOHN EWING in the )  
presence of:- )

*KJ Ewing*

M *Sam Bricker*  
M SAM BRICKER  
1 Middletons Ave  
Swanton Monkey  
Norfolk NR8 4PP.