

DATED 10<sup>th</sup> December 2012

BROADLAND DISTRICT COUNCIL

-AND-

NORFOLK COUNTY COUNCIL

-AND-

GRAHAM JOHN FIELD

-AND-

WAYNE STANLEY BISS

-AND-

JAMES STANLEY BISS

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

Relating to the development of land at  
Vauxhall Mallards Cricket Club Strumpshaw Road  
Brundall Norwich Norfolk

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Broadland District Council  
Thorpe Lodge  
1 Yarmouth Road  
Thorpe  
Norwich  
NR7 0DU

THIS AGREEMENT is made the 10<sup>th</sup> day of December 2012

BETWEEN:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich NR7 0DU ("the Council")
- (2) NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich NR1 2DH ("the County Council")
- (3) GRAHAM JOHN FIELD of 24 Castle Street Hertford Hertfordshire SG14 1HP ("the First Owner")
- (4) WAYNE STANLEY BISS of 28 School Road South Walsham Norwich NR13 6DZ ("the Second Owner")
- (5) JAMES STANLEY BISS of Strawberry Fields 20 Strumpshaw Road Brundall Norfolk NR13 5PA ("The Third Owner")  
(the First, Second, and Third Owners hereinafter called "the Owners")

WHEREAS:

- A. The Council and the County Council are Local Planning Authorities for the purposes of the Act for the area within which the Site is situated
- B. The First Owner and Second Owner are the joint freehold owners of part of the Site
- C. The Third Owner is the freehold owner of part of the Site
- D. The Council has resolved to approve the Planning Application subject to the completion of this Agreement

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 to be owned and/or managed by an AHP
"Affordable Housing Overall Provision"	the provision of thirty three per cent (33%) of the total number of Residential Units on the Site as Affordable Housing Units
"Affordable Housing Scheme"	a detailed scheme meeting the requirements of the Affordable Housing Overall Provision submitted to and approved by the Council for the provision of Affordable Housing for the Development which complies with the requirements of Part 1 of Schedule 1 hereof.
"Affordable Housing Units"	individual units of accommodation constructed or provided as part of the Development as Affordable Housing
"Affordable Rental Units"	Affordable Rental Units to be constructed or provided as part of the Development and to be let for a rent by or on behalf of an AHP in accordance with the AHP's normal letting policy
"Affordable Housing Provider" "(AHP) "	either: <ul style="list-style-type: none"> <li>(i) a registered provider as defined by S80 of the Housing and Regeneration Act 2008; or</li> <li>(ii) another body whose object is or contains the provision and/or operation of affordable housing and which has been approved by</li> </ul>

	the Council for the provision and/or operation of affordable housing within the administrative area of Broadland or has otherwise been approved by the Council for the purposes of this Agreement
"Code"	the "Code for Sustainable Homes" published by the Department for Communities and Local Government in November 2012 (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" and "Commencement" shall be interpreted in accordance with this definition
"Community Infrastructure Levy"	a levy of that name or called by any other name charged by a competent authority under the Planning Act 2008 or other statutory powers on any person in respect of the development of land to fund the provision of infrastructure to support the development of an area
"Council's Monitoring Fee"	the sum of Six Hundred and Forty Four Pounds (£644)
"County Council's Monitoring Fee"	the sum of Nine Hundred Pounds (£900)



"Development"	the development permitted by the Planning Permission
"Director"	the Council's Chief Executive or other officers of the Council acting under his hand
"Education Contribution"	the sum calculated in accordance with the formula set out in Part 5 of Schedule 1 to this Agreement of the High School Contribution and Sixth Form Contribution such sums to be Index-Linked
"Green Infrastructure Contribution"	Means the sum of £50 per Residential Unit Index Linked towards the provision of green infrastructure within local County Wildlife Sites in the area of the Development
"HCA Standards"	the appropriate and applicable "Housing Quality Indicators" and "Design and Quality Standards" specified by the Homes and Communities Agency or their successors or such other standard as may be agreed with the Registered Provider
"Index Linked"	Index-linked from 2012 until such time that payment 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 in relation to the Education Contribution the Library Contribution and the Green Infrastructure Sum (or if such indices cease to be published such other indices 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 1 September 2006 and the date upon which a payment of the relevant sum is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine
"Library Contribution"	the sum of £60 for each Residential Unit such sum to be Index Linked
"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
"Multi Bed Flat"	a flat or apartment with more than one bedroom
"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 "Occupy" and "Occupied" shall be construed accordingly
"Off-Site Open Space Contribution"	the sum calculated in accordance with the formula set out in Part 2 of Schedule 1 to this Agreement such sum to be subject to 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



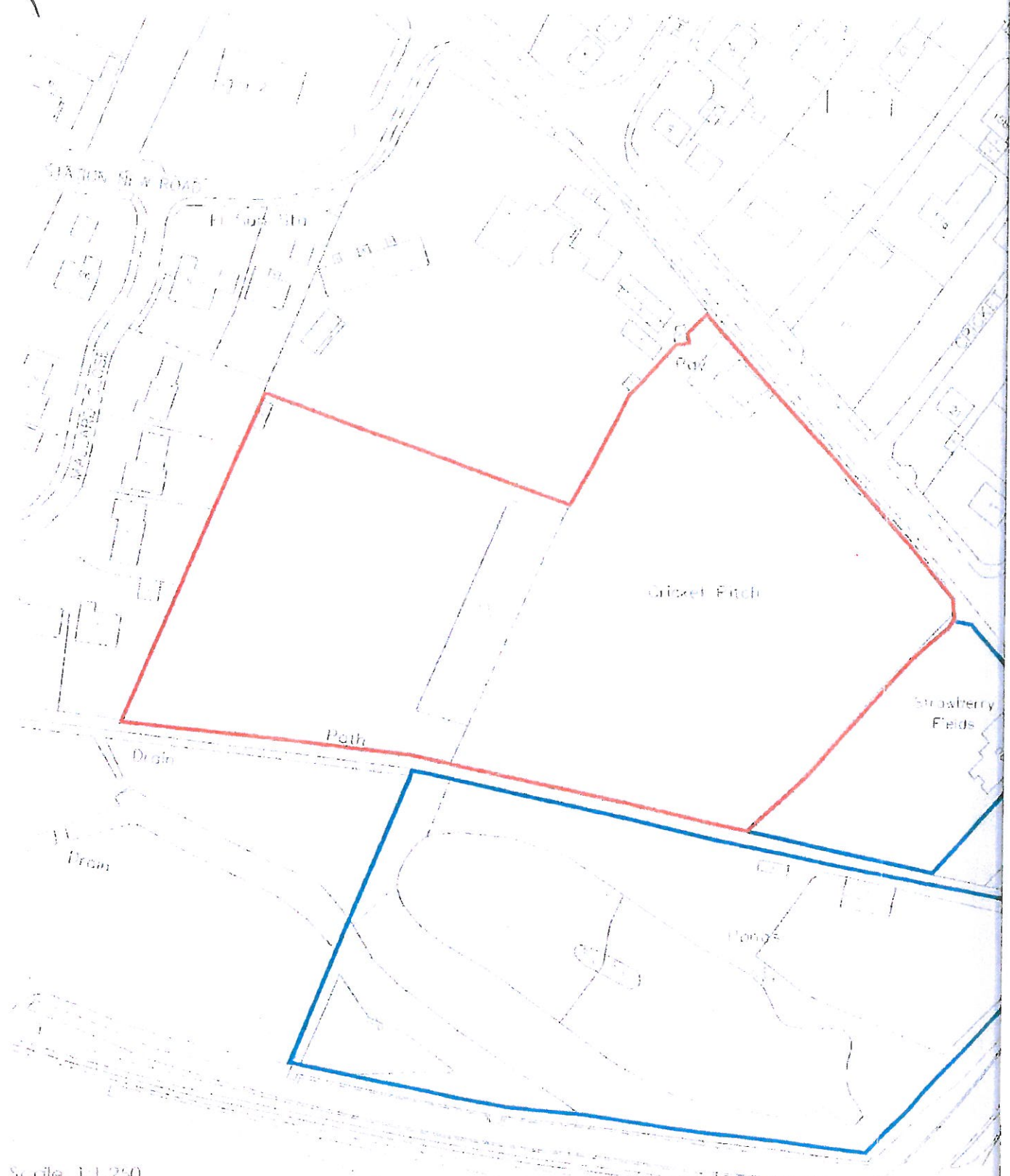
"Planning Application"	the applications for planning permission bearing references no 20120167
"Planning Permission"	the planning permission to be granted pursuant to the Planning Application
"Plan"	the plan annexed to this Agreement
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria 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 1996 and 2004 and the Homelessness Act 2002) and having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally
"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 Social Housing Regulator 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 unit of residential nature approved pursuant to the Planning Permission
"Site"	Vauxhall Mallards Cricket Club Strumpshaw Road

	Brundall Norwich Norfolk which is shown for the purposes of identification only edged red on the Plan
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In this Agreement unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party and in the case of the Council the successors to their respective functions.
- (ii) Words importing one gender shall be construed as importing any other gender
- (iii) Words importing the singular shall be construed as importing the plural and vice versa
- (iv) Where a party includes more than one person any obligation on that party shall be joint and several
- (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





WHEREAS:

- 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 this Act
- B. The Owners are the freehold owners of the Site
- C. The Second Owner and the Third Owner have submitted the Application
- D. 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 Section 2 of the Local Government Act 2000 and any other enabling powers
- 2.2 The obligations of the Owners hereunder are planning obligations for the purposes of the Act and enforceable by the Council and the County Council against the Owners and their successors in title and assigns
- 2.3 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. Neither the reservation of rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposed of this clause.
- 2.4 The provisions of this Agreement are conditional upon:

2.4.1 the grant of planning permission

2.4.2 the Commencement of development of the Site

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 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 and 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 Owners 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

### 3.4 Community Infrastructure Levy

If Community Infrastructure Levy shall be charged and paid in relation to the development of any part of the Site pursuant to the Planning Permission the Council or the County Council shall pay to the Owners (meaning in this context the person paying the Community Infrastructure Levy and not any person deriving title from the Payer) within 14 days of a written demand for the same a sum equal to the Community Infrastructure Levy so charged and paid to the extent that not to do so would result in "double payment" as a result of the terms of this Agreement and the statutory obligation to pay Community Infrastructure Levy

## 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 Chief Executive  
Thorpe Lodge  
Yarmouth Road  
Thorpe St Andrew  
Norwich  
NR7 0DU

The County Council

The Chief Executive Norfolk County  
Council County Hall Martineau Lane  
Norwich NR1 2DH

The Owners

The First Owner:  
24 Castle Street, Hertford, Hertfordshire  
SG12 1HP

The Second and The Third Owner:  
c/o Mr K Coleman Cirrus Planning and  
Development Limited, Timber Thatch  
Studio, Snow Hill, Great Easton, Essex  
CM6 2DR

- 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 Owners shall on completion of this Agreement pay to the Council (limited to £750) and the County Council (limited to £750) their respective legal and administrative costs reasonably incurred in the preparation negotiation and completion of this Agreement

7. PAYMENT OF INTEREST

- 7.1 The Owners 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 First Owner and Second Owner hereby warrant that they are the freehold owners of part of the Site which is registered at the Land Registry under title number NK9279 and have full power to enter into this Agreement and save for the restrictive covenants referred to in the Charges Register of the said registered title as of 3 May 2012 that the Site is free from all mortgages charges or other encumbrances and there is no person having any interest in the Site other than as notified in writing to the Council and then County Council's Chief Executive prior to the date hereof

- 12.2 The Third Owner hereby warrants that he is the freehold owner of part of the Site which is registered at the Land Registry under title number NK219461 and has full power to enter into this Agreement the Site is free from all mortgages charges or other encumbrances and there is no person having any interest in the Site other than as notified in writing to the Council and then County Council's Chief Executive prior to the date hereof

13. NOTIFICATION

- 13.1 The Owners shall notify the Council and the County Council of the Commencement Date and upon occupation of the first Residential Unit

14 PLANNING OBLIGATIONS

The Owners hereby jointly and severally covenant with the Council and County Council as follows:

- 14.1 The Owners covenant with the Council and County Council to comply with the provisions of Schedule 1
- 14.2 The Owners hereby jointly and severally covenant with the Council to comply with the provisions of Schedule 2
- 14.3 the Council's Monitoring Fee and County Council's Monitoring Fee, which is required for checking the implementation and compliance with the terms of this Agreement shall be paid to the Council and County Council prior to Commencement of the Development on the Site
- 14.4 Where a covenant has to be complied with which relates to the Occupation of a number of Residential Units, no further Residential Units shall be occupied until it has been complied with

15. THE COUNCIL'S OBLIGATIONS

- 15.1 The Council agrees with the Owners that the Off-Site Open Space Contribution and the contribution for the replacement of the existing sports facility shall be applied towards the provision of new open space in the Parish of Brundall or towards the improvement, maintenance or replacement of existing sports facilities and or/open space in the Parish of Brundall



## **SCHEDULE 1**

### **PART 1**

- 1 the Developer shall notify the Council and County Council within 14 days of reaching:-
  - 1.1 Commencement of the Development
  - 1.2 first Occupation of the Development
  - 1.3 any other occupation or completion threshold contained within this Deed

### **PART 2**

#### **Open Space Contribution**

**The Developer covenants with the Council as set out in this part of Schedule 1**

1. The Developer shall prior to the occupation of the first of the Open Market Dwellings on the Site pay to the Council the Off-Site Open Space Contribution as increased by the Inflation Provision
2. The calculation for such contribution to be based on the following formula:

For each 1 Bedroom dwelling comprised in the Development	£2,574
For each 2 bedroom dwelling comprised in the Development	£3,432
For each 3 bedroom dwelling comprised in the Development	£4,290
For each 4 bedroom dwelling comprised in the Development	£5,148
For each 5 or more bedroom dwelling comprised in the Development	£6,006

**The Council covenants with the Developer as follows:**

3. To hold the Off-Site Open Space Contribution in an interest bearing account and apply it and any interest accrued only towards the provision of existing sports facilities and/or new open space in the Parish of Brundall
4. In the event that the Off-Site Open Space Contribution or any part of it has not been committed (by way of a contract to provide additional Off-Site Open Space facilities or by the expenditure of the monies) to the provision of the additional Off-Site Open Space facilities referred to in paragraph 3 above within ten years of completion of the Development then the Council will repay to the Developer so much of the Off-Site Open Space Contribution as shall remain uncommitted together with any accrued interest thereon

**Part 3**

**Replacement of Existing Sports Facility**

1. Prior to the occupation of the first of the Open Market Dwellings on the Site to pay to the Council a sum of £150,283.49 based on the Replacement of Existing Sports Facility ("The Replacement of Existing Sports Facility Contribution")

**The Council covenants with the Developer as follows:**

2. To hold the Replacement of Existing Sports Facility Contribution in an interest bearing account and apply it and any interest accrued only towards the replacement of existing sports facilities in the Parish of Brundall
3. In the event that the Replacement of Existing Sports Facility Contribution or any part of it has not been committed (by way of a contract to provide for the Replacement of Existing Sports Facilities or by the expenditure of the monies) to the provision of replacement Sports Facilities referred to in paragraph 2 above within ten years of completion of the Development then the Council will repay to the Developer so much of the Replacement of Existing Sports

Facilities Contribution as shall remain uncommitted together with any accrued interest thereon

**Part 4**  
**LIBRARY CONTRIBUTION**

**The Developer covenants with the County Council as set out in this part of Schedule 1:**

1. The Developer shall pay the Library Contribution to the County Council in a single lump sum payment prior to the Occupation of the 1<sup>st</sup> Residential Unit comprised in the Development

**The County Council covenants with the Developer as follows:**

2. to hold the Library Contribution in an interest bearing account and apply it and any interest accrued only towards the provision of library facilities serving the Development
3. in the event that the Library Contribution or any part of it has not been committed (by way of a contract to provide additional library facilities or by the expenditure of the monies) to the provision of the additional library facilities referred to in paragraph 2 above within five years of completion of the Development then the County Council will repay to the Developer so much of the Library Contribution as shall remain uncommitted together with any accrued interest thereon

**PART 5**  
**EDUCATION**

**The Developer covenants with the County Council as set out in this part of Schedule 1:**



1. The Developer shall pay the Education Contribution to the County Council in two lump sum payments as follows:
  - 1.1 50% of the Education Contribution prior to Occupation of 25% of the Residential Units comprised in the Development
  - 1.2 the balance of the Education Contribution prior to Occupation of 75% of the Residential Units comprised in the Development
2. The calculation for such contribution to be based on the following formula:
  - 1.1 High School Contribution is  $A \times B \times C$  where  
A = Number of Residential Units (for the purposes of this clause excluding 1 bed units (houses and flats) and Multi Bed Flats)  
B =  $14/100$  (the total of A x B to be rounded to the nearest whole where a figure of .49 would be rounded down and a figure .50 would be rounded to the nearest whole figure)  
C = £17,546
  - 1.2 Sixth Form Contribution is  $A \times B \times C$  where  
A = number of Residential Units (for the purposes of this clause excluding 1 bed units (houses and flats) and Multi Bed Flats)  
B =  $2.8/100$  (the total of A x B to be rounded to the nearest whole where a figure of .49 would be rounded down and a figure of .50 would be rounded to the next whole figure)  
C = £19,029
  - 1.3 High School Contribution for Multi Bed Flats only is  $A \times B \times C$  where  
A = Number of multi bed flats  
B =  $14/100$  (the total of A x B to be rounded to the nearest whole where a figure of .49 would be rounded down and a figure of .50 would be rounded to the nearest whole figure)  
C = £8,773
  - 1.4 Sixth Form Contribution for Multi Bed Flats only is  $A \times B \times C$  where  
A = Number of multi bed flats

$B = 2.8/100$  (the total of  $A \times B$  to be rounded to the nearest whole where a figure of .49 would be rounded down and a figure of .50 would be rounded to the nearest whole figure)  
 $C = £9,514.50$

**The County Council covenants with the Developer as follows:**

2. to hold the Education Contribution in an interest bearing account and apply it and any interest accrued upon it only towards the improvement of education facilities serving the Development
3. In the event that the Education Contribution (or any part of it) has not been committed (by way of a contract to provide increased educational capacity or by the expenditure of the monies) to the improvement of the educational facilities referred to in paragraph 2 above within 5 years of completion of the Development then the County Council shall repay to the Developer so much of the Education Contribution as shall remain uncommitted together with any accrued interest thereon

**PART 6  
GREEN INFRASTRUCTURE**

**The Developer covenants with the County Council as set out in this part of  
Schedule 1:**

1. The Developer shall pay the Green Infrastructure Contribution to the County Council in a single lump sum payment prior to the Occupation of the 1<sup>st</sup> Residential Unit comprised in the Development

**The County Council covenants with the Developer as follows:**

2. to hold the Green Infrastructure Contribution in an interest bearing account and apply it and any interest accrued only towards the provision of library facilities serving the Development

3. in the event that the Green Infrastructure Contribution or any part of it has not been committed (by way of a contract to provide additional green infrastructure or by the expenditure of the monies) to the provision of the additional green infrastructure referred to in paragraph 2 above within five years of completion of the Development then the County Council will repay to the Developer so much of the Green Infrastructure Contribution as shall remain uncommitted together with any accrued interest thereon



## **SCHEDULE 2**

### **1. AFFORDABLE HOUSING**

- 1.1 Not to commence Development on the Site pursuant to the Planning Permission until a scheme for the provision and long-term management of the Affordable Housing Units has been submitted 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 deal with and include the timing of the Development and the location of the Affordable Housing within the Site and in accordance with the Affordable Housing Overall Provision and upon approval such scheme shall be deemed to be incorporated into the provisions of this Agreement
- 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 use the Affordable Housing Units for any purpose other than for Affordable Housing
- 1.4 The Affordable Housing Units shall not be occupied other than by Qualifying Occupiers
- 1.5 The Owner shall not dispose of its freehold interest in the Affordable Housing Units other than to an AHP
- 1.6 Not to construct or procure the construction of the Affordable Housing Units otherwise than in accordance with the Planning Permission and the Code to HCA standards
- 1.7 Paragraphs 1.3 and 1.4 and 1.5 above shall not be binding upon:

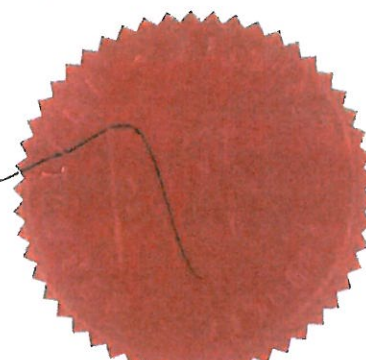
- (a) any mortgagee in possession of the Affordable Housing Units or part thereof nor
- (b) any receiver or manager (including an administrative receiver) for such mortgagee

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

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

)  
)  
)  
)

*[Signature]*



7071

CHIEF EXECUTIVE

Authorised Officer

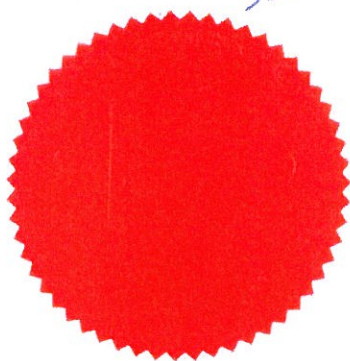
THE COMMON SEAL of  
NORFOLK COUNTY COUNCIL  
was hereunto affixed  
in the presence of

)  
)  
)  
)

*[Signature]*

on behalf of *Head of Law*

Authorised Signatory



35477

SIGNED as a DEED by  
GRAHAM JOHN  
FIELD in the presence of

)  
)  
)  
)

*[Signature]*

*Pam Arnold*  
PAMELA ARNOLD  
24 Castle Street  
Hartford

SIGNED as a DEED by  
WAYNE STANLEY BISS in  
the presence of

)  
)  
)  
)

*[Signature]*

*CJ Durrant*  
CJ DURRANT  
11, MARLBOROUGH GREEN CRESCENT  
MARTHAM, ST YERBOUTH NR29 6BZ

SIGNED as a DEED by  
JAMES STANLEY BISS in  
the presence of

)  
)  
)  
)

*[Signature]*

*[Signature]*

*Rover Finney*  
BRAMBLEWOOD, MERGATE LANE, BRACON ASH  
NORWICH NR14 8DL