

DATED 28 September 2023

THE MORLEY AGRICULTURAL FOUNDATION

and

NORFOLK COUNTY COUNCIL

and

MICHAEL ALAN DEWING AND HILARY ANNE BARRETT

and

THE TRUSTEES OF THE EDUCATIONAL FOUNDATION OF ALDERMAN JOHN NORMAN

and

**JEREMY CHARLES HOWARD, ADRIAN JAMES HOWARD, ANNE ELIZABETH BASTIN AND
ROGER CHARLES HOWARD**

and

STRETTON BEESTON LIMITED

and

BEYOND GREEN DEVELOPMENTS (BROADLAND) LIMITED

and

BROADLAND DISTRICT COUNCIL

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

relating to development at North Sprowston, and Old Catton, Norwich, Norfolk and to be known

as

Beeston Park

Ref: JWB.STR0034.0001

maples teesdale

30 King Street London EC2V 5EE / DX 138754 Cheapside / maplesteesdale.co.uk

THIS SUPPLEMENTAL DEED OF AGREEMENT is dated 28 September 2023

PARTIES:

- (1) **THE MORLEY AGRICULTURAL FOUNDATION** (Company no 04712419; Charity no 1097174) whose registered office address is Morley Business Centre, Deopham Road, Morley St Botolph, Norfolk NR18 9DF ("First Owner");
- (2) **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich Norfolk NR1 2DH (the "County Council" and until such time as it ceases to have an interest in the Site the "Second Owner");
- (3) **MICHAEL ALAN DEWING** of Broadwalk, Nth Walsham Rd, Crostwick, Norwich NR12 7BZ and **HILARY ANNE BARRETT** of Peacock Lodge, Barford Road, Marlingford, Norwich, Norfolk NR9 5HU ("Third Owner");
- (4) **THE TRUSTEES OF THE EDUCATIONAL FOUNDATION OF ALDERMAN JOHN NORMAN** care of Brown & Co Old Bank of England Court, Queen Street, Norwich, Norfolk NR2 4TA ("Fourth Owner");
- (5) **JEREMY CHARLES HOWARD** of The Old Rectory, Somersham, Ipswich IP8 4PJ and **ADRIAN JAMES HOWARD** of 8 North Lawn, Ipswich IP4 3LL and **ANNE ELIZABETH BASTIN** of 3 Conway Road, Sheringham NR26 8DD and **ROGER CHARLES HOWARD** of 4 Parkland Road, Norwich, Norfolk NR6 7RG ("Fifth Owner");
- (6) **BEYOND GREEN DEVELOPMENTS (BROADLAND) LIMITED** (company number 07191287) whose registered office is at 100 Victoria Street, London, England, SW1E 5JL ("Promoter");
- (7) **STRETTON BEESTON LIMITED** (company number 13798185) whose registered office is at 17 Alvaston Business Park, Middlewich Road, Nantwich, Cheshire, CW5 6PF ("the Developer");
- (8) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe, St Andrew, Norwich NR7 0DU ("the Council")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated
- (B) The First Owner is registered as owner with freehold absolute title of the First Owner's Land
- (C) The Second Owner is registered as owner with freehold absolute title of the Second Owner's Land and is a local planning authority, education authority, and highway authority for the area
- (D) The Third Owner is registered as owner with freehold absolute title of the Third Owner's Land the Wetland Site and the Upgraded Properties and the said Michael Alan Dewing is registered as owner with leasehold absolute title under title numbers NK397789 and NK397790 within the Third Owner's Land
- (E) The Fourth Owner is registered as owner with freehold absolute title of the Fourth Owner's Land

- (F) The Fifth Owner is registered as owner with freehold absolute title of the Fifth Owner's Land
- (G) The Planning Permission was granted on 22 December 2017 for the development of the Site for mixed use development including for up to 3,520 Residential Units; up to 16,800 square metres of Employment Space (B1); up to 8,800 square metres of Space for Shops, Services, Cafes, Restaurants and Drinking Establishments (A1-A5); up to 1,000 square metres of hotel accommodation (C1); Two primary schools (up to 500 square metres); up to 2,000 square metres of community space including a health centre, library and community halls; and an energy centre (up to 1,500 square metres) subject to the 2017 S. 106 Agreement.
- (H) The Promoter has options over the majority of the Site and has (together with the Owners) submitted the Reserved Matters Application to the Council and the Developer has contracted to acquire those options and the Owners the Promoter and the Developer have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed which are supplemental to those contained in the 2017 S. 106 Agreement

1. Definitions

1.1 In this Deed the following expressions shall have the following meanings:

"2017 S.106 Agreement" means the agreement dated 15 December 2017 made between the Owners, the Promoter and the Council as amended by an agreement dated 16 August 2022 made between the Owners, the Promoter and the Council

"Additional Upgraded Properties" means such other dwellings in the vicinity of the Site to be agreed between the Owners and the Council or otherwise determined that are drained by septic tanks and which are capable of being Upgraded

"Appropriate Assessment" means the appropriate assessment dated 12 September 2023 made by the Council before granting the Reserved Matters Application under the Conservation of Habitats and Species Regulations 2017 (as amended).

"Bioretention SuDS" means the provision of on-site sustainable drainage systems designed to remove water pollution and reduce run off and in accordance with details approved by the Council either under this Deed or approved as part of an application for the approval of reserved matters for any phase of the Development

"Fallow" means the cessation of commercial agricultural activities and ceasing any application of fertiliser but which for the avoidance of doubt does not include mowing or other similar management measures or the provision of food growing areas for the community

"Implementation and Long-Term Maintenance Plan" means a written scheme for the laying out and the long term management and maintenance of the Wetland Site to be submitted and approved in accordance with this Deed (and as may be varied from time to time by agreement between the Owners and the Council), such scheme to include (but not limited to):

- (a) a scheme including plans and drawings to be submitted to the Council for approval:
 - (i) showing the exact proposed area and location of the Wetland Development; and

- (ii) detailing the design construction installation and specification of the Wetland Development including
 - (iii) details of approximate hydraulic loading;
 - (iv) inlet Total Nitrogen and Total Phosphorus loading;
 - (v) detailed landscaping and design
- (b) setting out the detailed timetable for all the works to be carried out and installed on the Wetland Site and the provision laying out and landscaping of the Wetland Site;
- (c) a management and maintenance scheme for the Wetland Development for a period of 80 years from the date when the Wetland Development first becomes operational including:
- (i) details of the Management Body that is to hold and manage the Wetland Site and details of the future funding mechanism and any management body
 - (ii) measures for the ongoing monitoring of nutrient levels at the Wetland Site and reporting to the Council thereon
 - (iii) details of any provisions for replanting and any other works that may be required to ensure the continued efficiency of the Wetland Development to achieve the objectives and outcomes of the Appropriate Assessment
- (d) which otherwise complies with the Appropriate Assessment

"Management Body" means a person or body or bodies which will take a Transfer of the Wetland Site and manage the Wetland Development;

"Nutrient Mitigation Works" means all or any of the following, namely leaving any parts of the Site Fallow, the construction of the Temporary Onsite WwTW, the construction of the Onsite WwTW, the Wetland Development, and Upgrading

"Offsite Tankering" the removal of wastewater from a Residential Unit by vehicles to a waste water treatment works outside the Broads Catchment that is not within an area subject to nutrient neutrality restrictions

"Onsite WwTW" means the proposed onsite wastewater treatment works that is to be designed to discharge to surface waters at 10mg/l for Total Nitrogen and 0.15 mg/l for Total Phosphorus

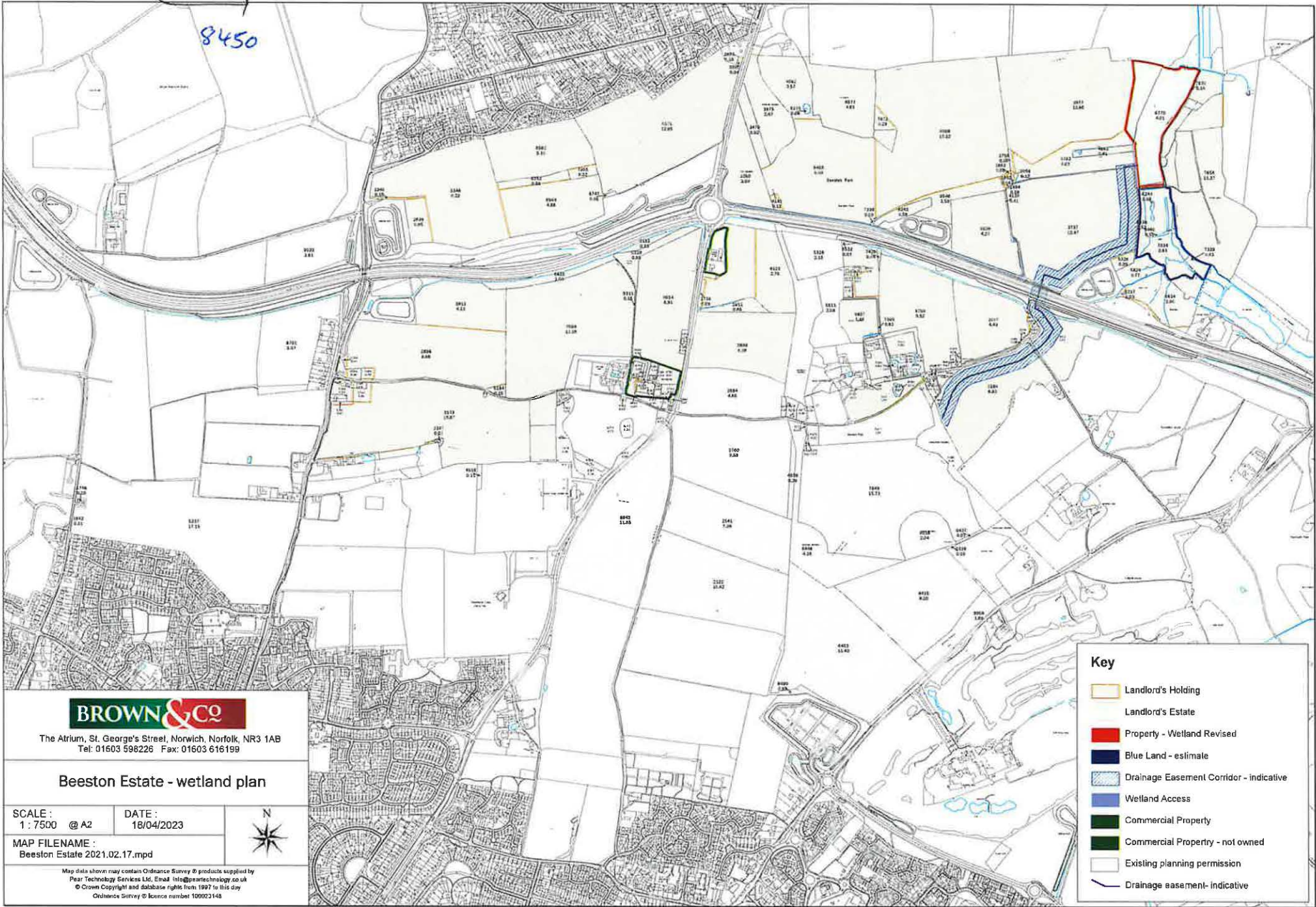
"Plan 1" means the drawing entitled 'Beeston Estate – wetland plan' annexed hereto

"Planning Permission" means the outline planning permission granted under reference 20161058 on 22 December 2017 as amended by non-material amendments 20211172 dated 16 August 2022

"Qualifying Septic Tanks" means existing septic tanks that:

- i) do not meet the criteria for insignificant levels of phosphorus discharges to ground (as specified in Annex F of Natural England's original advice 16 March 2022); and
- ii) do not require replacement as a result of not meeting the national requirements for discharges to surface or ground water

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The Atrium, St. George's Street, Norwich, Norfolk, NR3 1AB
 Tel: 01603 596226 Fax: 01603 616199

Beeston Estate - wetland plan

SCALE : 1 : 7500 @ A2 DATE : 18/04/2023

MAP FILENAME :
 Beeston Estate 2021.02.17.mpd



Key

- Landlord's Holding
- Landlord's Estate
- Property - Wetland Revised
- Blue Land - estimate
- Drainage Easement Corridor - indicative
- Wetland Access
- Commercial Property
- Commercial Property - not owned
- Existing planning permission
- Drainage easement- indicative

Map data shown may contain Ordnance Survey & products supplied by
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"Released Residential Units" means the additional Residential Units that can be occupied following the Upgrading of the Additional Upgraded Properties

"Reserved Matters Application" means the application for reserved matters pursuant to the Planning Permission dated 27 April 2018 and allocated reference 20180708 by the Council

"Reserved Matters Approval" means the Council's grant of the Reserved Matters Application

"Temporary Onsite WwTW" means the proposed onsite wastewater treatment works that is to be designed to discharge to surface waters at 15mg/l for Total Nitrogen and 0.5 mg/l for Total Phosphorus

"Total Nitrogen" means the sum of all nitrogen forms

"Total phosphorus" is a measure of all phosphorus found in a sample, whether that phosphorus is dissolved or particulate

"Transfer" includes the grant of a lease of at least 80 years or the adoption by a statutory undertaker and the word "Transferred" shall be construed accordingly

"the Upgraded Properties" means Red Hall Bungalow, West Lodge, 1 and 2 Red Hall Cottages, 1 and 2 New Cottages, 1 and 2 Park Farm Cottages and 1 and 2 Manor Farm Cottages, and "Upgraded Property" shall be construed accordingly

"Upgraded" means either (a) the replacement of the Qualifying Septic Tanks with package treatment plant to Graf one2clean specification or (b) the provision of a connection to the Temporary Onsite WwTW or the Onsite WwTW and the expression 'Upgrading' shall be construed accordingly

"Upgraded Properties Implementation and Long-Term Maintenance Plan" means a written scheme for the replacement of the existing septic tank at each Upgraded Property with the replacement treatment plant and the long term management and maintenance of the replacement treatment plant at the Upgraded Property to be submitted and approved in accordance with this Deed (and as may be varied from time to time by agreement between the Owners and the Council), such scheme to include (but not limited to) a scheme including plans and drawings to be submitted to the Council for approval:

- (a) detailing the design construction installation and specification of the replacement treatment plant (for the avoidance of doubt any replacement shall perform and be of the same standard as the original) including
 - (i) details of approximate hydraulic loading;
 - (ii) confirmation that inlet Total Nitrogen and Total Phosphorus loading will not exceed 1.6 mg Total Phosphorus/l and 10 mg Total Nitrogen/l;
- (b) setting out the detailed timetable for all the works to be carried out and installed on the Upgraded Property;
- (c) a management and maintenance scheme for the Upgraded Property for a period of 80 years from the date when the replacement treatment plant first becomes operational including:

- (i) details of the person that is to hold and manage the replacement treatment plant on the Upgraded Property and how that responsibility will be assigned upon a transfer of the ownership of the Upgraded Property
- (ii) details of the proposed testing of Total Nitrogen and Total Phosphorus
- (iii) details of the proposed monitoring and maintenance of the replacement treatment plant
- (iv) measures for the ongoing monitoring of nutrient levels at the Upgraded Property and reporting to the Council thereon

which otherwise complies with the Appropriate Assessment

"Wetland Development" a proposal to create wetlands on the Wetland Site that will comply with the objectives and outcomes of the Appropriate Assessment in order to help secure total nitrogen and total phosphorus neutrality for the Development

"Wetland Site" means the land shown approximately edged in red and coloured green on Plan 1 proposed to be laid out as wetland in accordance with the Implementation and Long-Term Maintenance Plan

2. **Construction of this Deed**

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless specifically staged otherwise or the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms all such words shall be construed interchangeably in that manner
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.5 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council or County Council (as appropriate) shall include any successors to their statutory functions (as appropriate)
- 2.6 The headings and contents list are for reference only and shall not affect construction and/or interpretation
- 2.7 Unless otherwise stated defined terms used in this Deed shall have the meanings given to them in the 2017 S.106 Agreement and the terms of the 2017 S.106 Agreement shall apply to this Deed mutatis mutandis
- 2.8 Whenever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and

against each individually unless there is an express provision otherwise AND FOR THE AVOIDANCE OF DOUBT clause 2.9 of this Deed is such an express provision

2.9 It is agreed for the avoidance of all doubt that any obligations or covenants within this Deed shall not be joint and several and shall only be enforceable against:

- (a) the First Owner (or any of their successors in title) in respect of the First Owner's Land;
- (b) the Second Owner (or any of their successors in title) in respect of the Second Owner's Land;
- (c) the Third Owner (or any of their successors in title) in respect of the Third Owner's Land;
- (d) the Fourth Owner (or any of their successors in title) in respect of the Fourth Owner's Land; and
- (e) the Fifth Owner (or any of their successors in title) in respect of the Fifth Owner's Land

3. **Legal Basis**

This Deed is supplemental to the 2017 S.106 Agreement and is made pursuant to Section 106 of the Act to the extent it creates planning obligations and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council

4. **Conditionality**

This Deed is conditional and shall become binding upon the issue of the Reserved Matters Approval by the Council save for the provisions of this clause and clauses 3, 6, 7 and 8 which shall come into effect immediately upon completion of this Deed

5. **Covenants**

- 5.1 The Owners hereby covenant with the Council so as to bind the Site to comply with the covenants set out in Schedule 1 to this Deed
- 5.2 The Promoter and the Developer acknowledge that the Site will be bound by the obligations set out in this Deed

6. **Miscellaneous**

- 6.1 This Deed shall be registered as a local land charge by the Council
- 6.2 Following the performance and satisfaction of all the obligations contained in the 2017 S.106 Agreement (as varied by this Deed) the Council shall forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed

- 6.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 6.4 The Developer hereby agrees on or before the date hereof to pay the Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed
- 6.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they have parted with their entire interest in the whole of the Site the Wetland Site or the Upgraded Properties or such part of the Site the Wetland Site or the Upgraded Properties in which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT the reservation of any rights or easements or the inclusion of any covenants in the transfer shall not constitute an interest for the purposes of this clause and FURTHER PROVIDED THAT no person shall be liable contractually or statutorily for breach of a planning obligation or other covenant contained in this Deed where they have no interest in the Site the Wetland Site or the Upgraded Properties or the part of the Site the Wetland Site or the Upgraded Properties upon which the breach has occurred save for the Developer who continue to be liable for the covenant given in clause 6.4 of this Deed until this obligation is discharged
- 6.6 No purchaser (or his mortgagee) (or their respective successors in title) of any individual Residential Unit nor any statutory authority or service company acquiring part of the Site the Wetland Site or the Upgraded Properties for the purposes of undertaking its statutory functions shall be liable for any breach of this Deed.
- 6.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site the Wetland Site or the Upgraded Properties in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 6.8 A party who is not a party to this Deed shall not have any rights under the Contracts (Third Party) Rights Act 1999 to enforce the terms of this Deed
- 6.9 No mortgagee or its successor(s) shall be liable to perform the obligations or perform in respect of any breach of the terms of this Deed unless and until it takes possession of the part of the Site the Wetland Site or the Upgraded Properties to which the breach relates as a mortgagee in possession and no mortgagee shall be liable for any breach of the terms of the Deed arising prior to the mortgagee becoming a mortgagee in possession of the Site the Wetland Site or the Upgraded Properties or part thereof to which such obligations(s) relate and on the discharge of the security taken by the mortgagee over the Site the Wetland Site or the Upgraded Properties or any part or parts thereof (however that is effected) the mortgagee shall be released from the terms, restrictions and obligations contained in this Deed
- 6.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Reserved Matters Approval shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or the Planning Permission expires prior to Commencement of the Development.

7. **Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England

8. Expert Determination

- 8.1 Any dispute arising out of the provisions of this Deed may be referred to a person having appropriate qualifications and experience in such matters ('the Expert') for the determination of that dispute PROVIDED THAT the provisions of this Clause 8 shall be without prejudice to the right of any party to seek the resolution of any matter relating to this Deed to the Courts and/or in accordance with Section 106 (6) of the Act and the referral of any matter to the Expert shall not prejudice prevent or delay the recourse of any party to the Courts or to the provisions of Section 106(6) of the Act for the resolution of any matter arising from the Deed.
- 8.2 The Expert shall be appointed jointly by the relevant parties to the dispute ('the Relevant Parties') or in default of agreement by a person nominated by the President on the application of any of the parties.
- 8.3 The decision of the Expert shall be final and binding upon the Relevant Parties and the following provisions shall apply:
- 8.4 the charges and expenses of the Expert shall be borne equally between the Relevant Parties unless the Expert shall otherwise direct;
- 8.5 the Expert shall give the Relevant Parties an opportunity to make representations and counter representations to him before making his decision;
- 8.6 the Expert shall be entitled to obtain opinions from others if he so wishes;
- 8.7 the Expert shall make his decision within the range of any representations made by the Relevant Parties themselves; and
- 8.8 the Expert shall comply with any time limit or other directions agreed by the Relevant Parties on or before his appointment

9. Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

10. Counterpart

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11. Electronic Execution

The Parties hereby each agree that for the purposes of the execution of this Deed, an electronically affixed seal and/or electronic signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature/or physically affixed seal for the purposes of the lawful execution of this Deed.

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

Schedule 1

1. Bioretention SuDS

The Owners covenant with the Council that all Residential Units at the Site will be connected to Bioretention SuDS and if the details of the Bioretention SuDS has not been approved as part of any corresponding approval of reserved matters the details shall first be submitted to the Council and approved by it (such approval not to be unreasonably refused or delayed) prior to the Commencement of Development within that Phase

2. Restrictions on Occupation of Residential Units

2.1 It is hereby agreed between the Parties that any number of Residential Units may be occupied on the Site without any Nutrient Mitigation Works if the wastewater arising from those Residential Units is disposed of by Offsite Tankering and in the event that wastewater is disposed of in this way the Owners shall notify the Council of the Residential Units concerned, the location of any onsite storage and the location of the waste water treatment works where the wastewater is being removed to

2.2 The Owners covenant not to Occupy any Residential Units (other than any Residential Units being served by Offsite Tankering) unless the following works are undertaken:

- (a) The Temporary Onsite WwTW has been constructed and is operational, the Council have been notified of the operator of the Temporary Onsite WwTW and all Residential Units on Site (other than any Residential Units being served by Offsite Tankering) are connected to it; and
- (b) All agricultural land within the Site is put to Fallow; and
- (c) The Upgraded Properties are all Upgraded

and following the provision of such works the Owners are permitted to Occupy and permit the Occupation of up to 410 Residential Units and any other Residential Units that are being served by Offsite Tankering

2.3 Subject to paragraph 5.1 provided that the works referred to in paragraph 2.2 are undertaken the Owners covenant not to Occupy more than 410 Residential Units (in addition to any Residential Units being served by Offsite Tankering) unless the following works are undertaken:

- (a) the Onsite WwTW is constructed and is operational, the Council have been notified of the operator of the Onsite WwTW and all Residential Units on Site (other than any Residential Units being served by Offsite Tankering) are connected to it; and
- (b) All agricultural land within the Site is put to Fallow;
- (c) The Upgraded Properties are Upgraded

and following the provision of such works the Owners are permitted to Occupy and permit the Occupation of up to 1308 Residential Units

2.4 Subject to paragraph 5.1 provided that the works referred to in paragraph 2.3 are undertaken the Owners covenant not to Occupy more than 1308 Residential Units (in

addition to any Residential Units being served by Offsite Tankering) unless the following works are undertaken:

- (a) the Onsite WwTW is constructed and is operational and all Residential Units (other than any Residential Units being served by Offsite Tankering) are connected to it; and
- (b) Any remaining agricultural land within the Site is put to Fallow;
- (c) The Upgraded Properties are Upgraded; and
- (d) The Wetland Site has been laid out in accordance with the approved Implementation and Long-Term Maintenance Plan to the written satisfaction of the Council and has been Transferred to the approved Management Body

and following the provision of such works the Owners are permitted to Occupy and permit the Occupation of up to 3250 Residential Units

- 2.5 For the avoidance of doubt once the Onsite WwTW is constructed and is operational and all Residential Units on Site (other than any Residential Units being served by Offsite Tankering) are connected to it there will be no obligation to provide the Temporary WwTW

3. Implementation and Management

- 3.1 Subject to paragraph 5.1 the Owners covenant not to Occupy more than 1308 Residential Units (in addition to any Residential Units being served by Offsite Tankering) until the details of the Implementation and Long-Term Maintenance Plan have been submitted to and approved by the Council and the Wetland Site has been Transferred to the approved Management Body
- 3.2 The Third Owner covenants with the Council so as to bind the Wetland Site only that the Wetland Site shall be managed and maintained for a minimum of 80 years in accordance with the Implementation and Long-Term Maintenance Plan
- 3.3 The Owners covenant not to Occupy any Residential Units (other than any Residential Units being served by Offsite Tankering) until the details of the Upgraded Properties Implementation and Long-Term Maintenance Plan have been submitted to and approved by the Council in respect of each of the Upgraded Properties
- 3.4 The Third Owner covenants with the Council so as to bind the Upgraded Properties only that each of the Upgraded Properties shall be managed and maintained for a minimum of 80 years in accordance with the Upgraded Properties Implementation and Long-Term Maintenance Plan

4. The Onsite WwTW

Following the construction of the Onsite WwTW the Owners covenant to notify the Council of completion of the Onsite WwTW and that it shall be maintained and operated in perpetuity and following the completion of the Onsite WwTW all Residential Units (other than any Residential Units being served by Offsite Tankering) shall be required to be connected to the Onsite WwTW at all times

5. Released Residential Units

- 5.1 From time to time the Owners may propose to the Council for its approval details of proposed Additional Upgraded Properties, an Upgraded Properties Implementation and Long-Term Maintenance Plan in respect of the proposed Additional Upgraded Properties and details of the number of Released Residential Units that may be occupied following the Upgrading of those Additional Upgraded Properties and the Council will not unreasonably withhold or refuse its approval to such Additional Upgraded Properties and Released Residential Units
- 5.2 Any dispute pursuant to paragraph 5.1 will be determined through the Expert determination procedure set out in clause 8
- 5.3 Following the approval of any Additional Upgraded Properties once those Additional Upgraded Properties have been Upgraded and arrangements have been put in place to secure the Upgraded Properties Implementation and Long-Term Maintenance Plan at those Additional Properties the Owners shall be entitled to occupy or allow to be occupied the Released Residential Units that relate to those Additional Upgraded Properties in addition to the Residential Units that are permitted to be occupied in accordance with paragraph 2 of this Schedule

Executed as a deed by

THE MORLEY AGRICULTURAL
FOUNDATION Director
acting by two Directors/a Print name.....
Director and the Secretary

.....
Director/Secretary
Print name.....

The common seal of **NORFOLK COUNTY COUNCIL** was hereunto affixed in the presence of:

.....
authorised for and on behalf of the Director of Governance and this deed has been duly and properly executed in accordance with the constitution of Norfolk County Council

Signed as a deed (but not delivered until the date hereof) by the said

MICHAEL ALAN DEWING

in the presence of:

Witness signature

.....

Name

.....

Address

.....

.....

.....

.....

Occupation

.....

Signed as a deed (but not delivered
until the date hereof) by the said
HILARY ANNE BARRETT in the presence of:

Witness signature

.....

Name

.....

Address

.....

.....

.....

.....

Occupation

.....

Executed as a deed on behalf of
**THE TRUSTEES OF THE EDUCATIONAL FOUNDATION
OF ALDERMAN JOHN NORMAN**

.....

.....

two of their number under an authority conferred
pursuant to section 333 of the Charities Act 2011

in the presence of:

Witness signature

Name

Address

.....

.....

Occupation

Signed as a deed (but not delivered
until the date hereof) by the said
JEREMY CHARLES HOWARD
in the presence of:

Witness signature

Name

Address

.....

.....

.....

Occupation

Signed as a deed (but not delivered
until the date hereof) by the said
ADRIAN JAMES HOWARD
in the presence of:

Witness signature

Name

Address

.....

.....

.....

Occupation

Signed as a deed (but not delivered until the date hereof) by the said **ANNE ELIZABETH BASTIN** in the presence of:

Witness signature

.....

Name

.....

Address

.....

.....

.....

.....

Occupation

.....

Signed as a deed (but not delivered until the date hereof) by the said **ROGER CHARLES HOWARD** in the presence of:

Witness signature

.....

Name

.....

Address

.....

.....

.....

.....

Occupation

.....

Executed as a deed by
**BEYOND GREEN DEVELOPMENTS
(BROADLAND) LIMITED**
acting by two Directors/a Director and the Secretary

.....

Director

Print name


.....

Director/Secretary

Print name

The common seal of **BROADLAND DISTRICT
COUNCIL** was hereunto affixed in the
presence of:




.....
Authorised Signatory

Deputy Monitoring Officer
Hinda Mockford

8450

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