

Dated 12th March 2026

BROADLAND DISTRICT COUNCIL

-and-

NORFOLK COUNTY COUNCIL

-and-

LOVELL PARTNERSHIPS LIMITED

DEED OF PLANNING OBLIGATION

UNDER SECTION 106

OF THE TOWN AND COUNTRY PLANNING

ACT 1990

relating to land at Broomhill Lane, Reepham



Flint Buildings

1 Bedding Land

Norwich

Norfolk

NR3 1RG

Ref: JZM/231881.2

THIS DEED is dated

12th March

2026

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Horizon Business Centre, Peachman Way, Norwich, NR7 0WF (referred to as "the District Council");
- (2) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich NR1 2DH (referred to as "the County Council"); and
- (3) **LOVELL PARTNERSHIPS LIMITED** of Kent House, 14-17 Market Place, London, W1W 8AJ (referred to as "the Owner")

together referred to as 'the Parties'

INTRODUCTION

- (A) The District Council is the local planning authority for the area within which the Site is located.
- (B) The County Council is the local highway authority and the local education authority for the area within which the Site is situated.
- (C) The Owner owns the part of the Site which is the land registered at the Land Registry under title numbers NK372902 and NK367188.
- (D) The County Council owns part of the Site which is part of the land registered at the Land Registry under title number NK385796 which is not bound by the terms of this Deed.
- (E) The Owner has submitted the Application to the District Council.
- (F) The Parties have entered into this Deed in order to secure the planning obligations contained herein.

1 DEFINITIONS

In this Deed the following expressions have the following meanings:

| | |
|----------------|---|
| “Act” | the Town and Country Planning Act 1990 as amended |
| “Application” | the planning application submitted to the District Council on 15 April 2020 and allocated reference 20200847 for the proposed residential development for 141 dwellings with associated open space, highway and landscaping works and extension to existing Reepham cemetery |
| “Commencement” | <p>the date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <ul style="list-style-type: none">site clearancedemolitionarchaeological investigationsground surveysremoval of contaminationerection of temporary fencesdiversion and laying of servicestemporary display of site notices and/or advertisements <p>and ‘Commence’ and ‘Commenced’ will be construed accordingly</p> |
| “Development” | the development of the Site in accordance with the Permission |
| “Dwelling” | any dwelling to be built on the Site as part of the Development and “Dwellings” shall be construed accordingly |
| “Index Linked” | index linked from the date of this Deed until the date any payment referred to in this Deed is made, such index linking being equivalent to any change in the RICS Building Cost Information Service All In Tender Index (but in relation to Schedule 7 (Travel Plan) and Schedule 9 (Public Transport Contribution) and Schedule 5 the index being the Retail Price Index (All Items) published by the Office for National Statistics |

| | |
|---------------------|---|
| | or if such indices ceases to be published, another index notified to the Owner by the Nominated Officer |
| “Nominated Officer” | the senior officer of the District Council responsible for development management or other officer of the District Council notified to the Owner |
| “Occupation” | <p>occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <p>construction</p> <p>internal and external refurbishment</p> <p>decoration</p> <p>fitting-out</p> <p>marketing</p> <p>security operations related to the Development</p> <p>and ‘Occupy’ and ‘Occupied’ will be construed accordingly</p> |
| “Permission” | the planning permission to be granted by the Council pursuant to the Application or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development |
| “Plan” | the plan attached to this Deed called “Accommodation Plan” and given reference 013-18-0302 Rev P30 |
| “Site” | the land at Broomhill Lane, Reepham which is part of the land registered at the Land Registry under title numbers NK372902 and NK367188 shown edged red for identification purposes only on the Plan |
| “Trigger” | means the Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action |

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act and to the extent that it does not contain planning obligations Section 111 of the Local Government Act 1972, 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 District Council and the County Council and relate to the Site
- 2.2 Covenants given by more than one party can be enforced against them individually or jointly
- 2.3 A reference to an Act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that Act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 References to any party to this Deed shall include successors in title to that party and any person deriving title through or under that party and in the case of the District Council and the County Council the successors to their statutory functions
- 2.6 From the date that the Development is Commenced representatives of the District Council and the County Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
- 2.6.1 they do not enter any individual Dwelling; and
- 2.6.2 they adhere to all reasonable health and safety requirements.

3 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Permission; and
- (ii) the Commencement of Development

save for the provisions of this Clause and Clauses 7, 9, 10, 11, 12, 13, 14 and any obligation contained in this Deed which must be performed prior to Commencement of the Development which shall come into effect immediately upon the completion of this Deed

4 OWNER'S COVENANTS

- 4.1 The Owner covenants with the District Council for themselves and their successors in

title to observe and perform the obligations and stipulations as set out in Schedules 2, 3, 4, 5 and 12

- 4.2 The Owner covenants with the County Council for themselves and their successors in title to observe and perform the obligations and stipulations as set out in Schedules 6, 7, 8, 9 and 12

5 THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner as set out in Schedule 3 and Schedule 10

6 THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner as set out in Schedule 7 and Schedule 11

7 OTHER PROVISIONS

- 7.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (or that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest **AND FOR THE AVOIDANCE OF DOUBT** neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or any part or parts of the Site) shall constitute an interest for the purposes of this Clause

- 7.2 The Owner confirms that they are the Owner of the relevant part of the Site registered at the Land Registry under title numbers NK372902 and NK367188 with full power to enter into this Deed and that there is no person or body with an interest in that part of the Site whose consent is necessary to make this Deed binding on all interests in that part of the Site

- 7.3 Save for the obligations contained in Schedule 2 (which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings) the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:

7.3.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchase or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease; or

7.3.2 any statutory undertaker or other person who acquires any part of the Site or

an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site

- 7.4 No waiver, express or implied, by the District Council or the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions on this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council or the Owner (as appropriate) from enforcing any of the relevant provisions in this Deed or for acting upon any subsequent breach or default
- 7.5 This Deed shall be registrable as a local land charge by the District Council
- 7.6 Following the performance of all of the obligations contained in the Deed (or should this Deed cease to have effect) the District Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires before the Commencement of the Development
- 7.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed
- 7.9 Where an agreement approval consent determination election or expression of satisfaction or a subsequent deed is required or sought by the Owner from the District Council or the County Council under the terms of this Deed such agreement approval consent determination election or expression of satisfaction or a subsequent deed shall not be unreasonably withheld or delayed
- 7.10 On completion the Owner will pay the District Council's and the County Council's reasonable legal costs in connection with this Deed
- 7.11 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.12 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

7.13 Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the District Council or the County Council in the exercise of any of their functions as a local authority

8 INTEREST

8.1 If any payment due to the District Council or the County Council is paid more than 28 days late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time

8.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

9 DISPUTES

9.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding

9.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his functions. The fresh appointee is to be appointed in the manner prescribed in this clause

9.3 The expert is to make his decision within 6 weeks of being appointed

9.4 The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs

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

10 NOTIFICATIONS

10.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received

10.2 The Owner will notify the Nominated Officer and the County Council in writing of a relevant Trigger within 7 days of the date that Trigger was reached

10.3 If the Owner disposes of their interest in all or part of the Site they will notify the Nominated Officer and the County Council within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owner shall not be required to give such notice when disposing of any of the

Dwellings for their occupation as a residential dwelling constructed pursuant to the Permission

11 USE OF CONTRIBUTIONS AND INDEXATION

11.1 The improvements referred to in this Deed for which contributions are required may at the District Council's and the County Council's absolute discretion be commenced or provided (in whole or in part) at any time after the date of this Deed even if payment of the relevant contribution may not have become due

11.2 If the improvements have been commenced or provided prior to the due date for payment of the relevant contribution then the payment will be regarded as a reimbursement of the costs incurred in providing the improvement

11.3 The District Council and the County Council are entitled to use all interest accrued on each contribution specified in the Schedules from the date of actual payment of the contribution until the date when the contribution is spent

11.4 The contributions specified in the Schedules are to be Index Linked (save for the contribution in Schedule 6)

11.5 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment the contributions are a debt due to the District Council or the County Council as relevant and are recoverable by action by the District Council or the County Council

11.6 Any money from time to time held by the District Council and/or the County Council in respect of any payment made to the District Council and/or the County Council by the Owner under the provisions of this Deed will in any event become the absolute property of the District Council and/or the County Council and will not be subject to return by the District Council and/or the County Council to the party who made that payment if that party:

11.6.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or

11.6.2 passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or

11.6.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them

but shall continue to be held by the District Council or the County Council under the

terms of this Deed

- 11.7 The District Council and the County Council may spend part of each contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule

12 JURISDICTION

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

13 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

14 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed

SCHEDULE 1

Plan



PRIVATE: **RENTED / SHARED OWNERSHIP:**

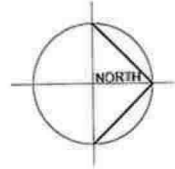
- 663 Gainsborough
- 789 Henbury
- 840 Formby Bungalow
- 840 Formby Bungalow
- 897 Lansdown
- 979 Drayton Bungalow
- 980 Milford
- 1015 Newbury
- 1259 Woodbridge Bungalow
- 1262 Stockwood
- 1437 Richmond
- 1590 Ashdown
- 1910 Silverdale
- 1B2PH
- 2B4PH
- 3B5PH
- 4B6PH
- 1B2PF Flats
- 1B2PB Bungalow
- 2B4PB Bungalow
- 3B5PB Bungalow

GARAGES:

- Single
- Double
- Double Shared
- Triple
- Triple (Sales)



11601



| Rev | Description | Initials | Date |
|---|-------------|----------------|----------|
| Client Logo | | Architect Logo | |
| in partnership with | | | |
| LOVELL | | | |
| Client: LOVELL PARTNERSHIPS LTD | | | |
| Project: BROOMHILL LANE, REEPHAM NR10 4QY | | | |
| ACCOMMODATION PLAN | | | |
| Date: | NOV 2024 | Scale: | 1:500 |
| Drawn by: | TGG | Checked by: | - |
| Job No.: | 013-18-0302 | Drg No.: | Rev. P30 |

10/11/24

Reepham High School & College

WELL ROAD

BROOMHILL LANE

PARK LANE

Middlemarch
Lonicera
Pamp Hill
Broom House
Sweet Brier

Cemetery Extension 3550 m²

Play Area 1450 m²

Pump Station

Sub Station

Track

Badger Belts

Pond

SCHEDULE 2

Affordable Housing

Part 1

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

- | | |
|--------------------------------|---|
| “Affordable Dwellings” | the Dwellings to be constructed on the Site to a standard agreed with the District Council as Affordable Housing and “Affordable Dwelling” shall be construed accordingly |
| “Affordable Housing” | the Intermediate Housing and Affordable Housing for Rent to be provided to Eligible Households whose needs are not met by the market (including housing that provides a subsidised route to home ownership) and which complies with one or more of the definitions of affordable housing set out at Annex 2 of the NPPF (unless otherwise agreed in writing by the District Council) |
| “Affordable Housing Mix” | 26 Affordable Housing for Rent and 14 Intermediate Housing in accordance with the table in Part 3 of this Schedule (or as otherwise agreed by the District Council in its absolute discretion) |
| “Affordable Housing Provision” | unless otherwise agreed in writing by the District Council in its absolute discretion this shall mean the construction and provision of 40 Dwellings in accordance with the Affordable Housing Mix (unless otherwise agreed in writing by the District Council in its absolute discretion) |
| “Affordable Housing Scheme” | a scheme securing the Affordable Housing Provision and specifying: <ul style="list-style-type: none">- the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;- details of which of the Affordable Dwellings are to be bungalows and will meet the requirements of Building Regulations approved document M volume 1;- the identity of the proposed Provider or such details as the |

District Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;

- the number, location, type and size of Affordable Dwellings to be constructed on the Site;
- full details of the Affordable Housing Mix (such proposal to reflect the District Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the District Council) including the types of Intermediate Housing and Affordable Housing for Rent;
- such other information as the District Council may reasonably require to enable approval of the Affordable Housing Scheme

"Affordable Housing for Rent"

Affordable Dwellings which meet the conditions set out in the definition of "Other Affordable Housing for Rent" at Annex 2 in the NPPF to be let by a Registered Provider with an appropriate agreement with HE for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges and shall not exceed, on commencement of each tenancy, the local housing allowance for that area or as otherwise agreed with the District Council in writing AND for the avoidance of doubt this includes Intermediate Rented Dwellings where the District Council in its discretion determines this is an appropriate tenure

"Approved Affordable Housing Scheme"

the Affordable Housing Scheme approved by the District Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the District Council in writing

"Eligible Household"

a person or persons in need of accommodation who are unable to rent or buy on the local open market nominated by the District Council in accordance with Part 2 of this Schedule and determined in accordance with the District Council's housing allocation policy or as otherwise approved by the District Council **AND FOR THE AVOIDANCE OF DOUBT** no national

or local prioritisation criteria shall apply in respect of a Shared Ownership Housing dwelling where it is intended to be included in HE's National Affordable Housing Programme (or any successor programme approved by the District Council in writing) and those provisions would prevent its inclusion

"HE"

Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of Section 81 of the Housing and Regeneration Act 2008 or such other appropriate body with statutory force charged with regulating Registered Providers as the District Council may nominate

"Intermediate Housing"

one or more of Shared Ownership Housing, Shared Equity Dwellings, Rent to Buy or other low cost homes for sale (at a price equivalent to at least 20% below local market value) that Eligible Households can afford as determined by the District Council acting reasonably (or as otherwise agreed by the District Council in writing)

Intermediate Rented Dwellings

Dwellings at rents above those of Social Rented Dwellings but below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area) as determined by the District Council

"NPPF"

the National Planning Policy Framework published in December 2024 (or any successor document)

"Open Market Dwelling"

any Dwelling constructed as part of the Development which is not an Affordable Dwelling

"Practically Complete"

means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically

Completed” shall be construed accordingly

“Provider”

either:

- (i) a Registered Provider; or
- (ii) another organisation that owns or will own the Affordable Dwellings and has been approved in writing by the District Council

“Public Subsidy”

funding provided by the District Council, HE or any other public body or successor body towards the provision of Affordable Housing

“Registered Provider”

is as defined in section 80 of the Housing and Regeneration Act 2008

“Rent to Buy”

means Affordable Dwellings rented for a minimum period of five years at not more than 80 percent of market rent (or shall not exceed the local housing allowance for that area as determined by the District Council) with an option to purchase for the existing tenant following that period or to acquire as a Shared Ownership Housing dwelling PROVIDED THAT where the option to purchase or acquire is not exercised it shall remain as an Affordable Dwelling available to rent as “Rent to Buy” for any subsequent tenant in perpetuity

“Shared Equity Dwellings”

Affordable Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years from acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Provider (or the District Council or such other body as the District Council may elect if the District Council is the Provider) such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the District Council (or such other body as the District Council may elect) (or as otherwise agreed by the District Council in writing)

| | |
|----------------------------|--|
| “Shared Ownership Housing” | Affordable Dwellings purchased on a Shared Ownership Lease |
| “Shared Ownership Lease” | <p>a lease in a form approved by HE or where there is no such form in a form approved by the District Council such lease to provide for the following:</p> <ul style="list-style-type: none"> - not more than 75% and not less than 10% of the equity (or such other percentages the District Council may agree) shall be initially sold to the purchaser by the Provider - power to the purchaser to increase their ownership up to 100% if they so wish - an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding the Consumer Price Index published by the Office for National Statistics (or if such index ceases to be published such other index as the District Council shall reasonably determine) plus 1% or such other rent as complies with the requirements from time to time of HE |
| “Social Rented Dwellings” | Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent |
| “Target Rent” | The rent for Social Rented Dwellings as determined by the national rent regime published by HE or any subsequent replacement or where there is no such replacement at a rent determined by the District Council |

The Owner hereby covenants with the District Council as follows:

- 1.1 Unless otherwise agreed in writing with the District Council not to Commence the Development unless:
 - 1.1.1 The Affordable Housing Scheme (save for the identity of the Provider and timetable for provision of the Affordable Dwellings) has been submitted to and has been approved by the District Council in writing
 - 1.1.2 The identity of the Provider and the timetable for provision of the Affordable Dwellings has been approved by the District Council as part of the Approved Affordable Housing Scheme

- 1.2 Unless otherwise agreed in writing with the District Council not to Occupy more than the first Open Market Dwelling until an exchanged contract for the sale of the Affordable Dwellings to a Provider has been supplied to the District Council SAVE THAT where the District Council agrees that any Affordable Dwellings are not to be transferred this obligation shall not apply in relation to those Affordable Dwellings
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein
- 1.4 Not to offer for sale any Intermediate Housing dwelling (other than a Shared Ownership Housing dwelling) without the prior written consent of the District Council to the maximum selling price of that Intermediate Housing dwelling
- 1.5 Unless otherwise agreed in writing with the District Council not to Occupy more than 40% of the Open Market Dwellings until 50% of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual owner-occupiers where appropriate and set out in the Affordable Housing Scheme, or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the terms below); and
- 1.6 Unless otherwise agreed in writing with the District Council not to Occupy more than 75% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual owner-occupiers where appropriate and set out in the Affordable Housing Scheme, or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the terms below:
 - a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
 - b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
 - c) with the benefit of all necessary easements, rights and utilities; and
 - d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme
- 1.7 Unless otherwise agreed in writing with the District Council to comply with the provisions set out in Part 2 of this Schedule (Local Letting Policy)

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

1.8.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;

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

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

a) such mortgagee or chargee or Receiver shall first give notice to the District Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

1.8.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.7 (including their successors in title)

Part 2

Local Letting Policy: Local Connection Eligibility Criteria

All homes for rent for local lettings at first and all subsequent lets (unless otherwise agreed with the District Council).

The Owner hereby covenants with the District Council to grant occupation of the Affordable Housing for Rent in perpetuity to Eligible Households in accordance with the following order of priority:

- 1.1 Residents of the parish of REEPHAM who have lived in that parish for a total of at least 3 of the last 10 years
- 1.2 Former residents of the parish of REEPHAM who lived in that parish for at least 3 of the last 10 years
- 1.3 Residents of the parish of REEPHAM who have lived in that parish or the neighbouring parishes of Themelthorpe, Wood Dalling, Salle, Cawston, Booton, Great and Little Witchingham for the last 3 years or more
- 1.4 People working in the parish of REEPHAM and who have done so for the last year or more for at least 10 hours each week
- 1.5 Residents of the neighbouring parishes of Themelthorpe, Wood Dalling, Salle, Cawston, Booton, Great and Little Witchingham who have lived in one or more of those parishes (or the parish of REEPHAM) for the last 3 years or more
- 1.6 Residents of the parish of REEPHAM who have lived in that parish for less than 3 years
- 1.7 Residents of the neighbouring parishes of Themelthorpe, Wood Dalling, Salle, Cawston, Booton, Great and Little Witchingham who have lived in those parishes (or the parish of REEPHAM) for less than 3 years
- 1.8 Residents of Broadland Council
- 1.9 Any other person

Administrative Procedure for Nominations

- 2.1 To grant to the District Council nomination rights to 100% of the Affordable Housing for Rent on first and subsequent re-let unless otherwise agreed in writing.
- 2.2 The administrative procedure for nominations shall be in accordance with the District Council's housing allocations scheme as amended from time to time or in accordance with alternative procedures as the District Council and the Owner shall agree between them.

Part 3

Affordable Housing Mix

| Number of Units | Property Type | Tenure | W/C Accessible | Adaptations |
|------------------------|---------------------------|-----------------------------|-----------------------|--------------------|
| 1 | 1B2P Wheelchair Bungalow* | Affordable Housing for Rent | Yes | Wet room |
| 4 | 1B2P Flats | Affordable Housing for Rent | | |
| 2 | 1B2P Houses | Affordable Housing for Rent | | |
| 1 | 2B4P Wheelchair Bungalow* | Affordable Housing for Rent | Yes | Wet room |
| 10 | 2B4P Houses | Affordable Housing for Rent | | |
| 1 | 3B5P Wheelchair bungalow* | Affordable Housing for Rent | Yes | Wet room |
| 5 | 3B5P Houses | Affordable Housing for Rent | | |
| 2 | 4B7P Houses | Affordable Housing for Rent | | |
| Total 26 | | | | |
| | | | | |
| Number of Units | Property Type | Tenure | W/C Accessible | Adaptations |
| 7 | 2B4P Houses | Shared Ownership | | |
| 6 | 3B5P Houses | Shared Ownership | | |
| 1 | 4B6P House | Shared Ownership | | |
| Total 14 | | | | |

*Bungalow – Wheelchair accessible with level access front and rear, widened corridors and doorways (900mm) and wet room as standard

SCHEDULE 3

Open Space

Part 1

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

- “Approved Open Space Scheme” the Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
- “Inflation Provision” The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Deed (or if such index ceases to be published such other index as the District Council shall reasonably determine)
- “Green Infrastructure Contribution” means that part of the Off-Site Open Space Contribution and / or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as detailed in Part 3 of this Schedule
- “Management Company” a company to be set up or engaged for the purposes of managing and maintaining the Open Space in perpetuity
- “Nominated Body” one of the following as determined by the Owner:
- a) the District Council;
 - b) the town or parish council for the area within which the Site is located;
 - c) the Management Company; or
 - d) such other body as the District Council may agree as being responsible for maintenance of the Open Space
- “Off-Site Open Space Contribution” a sum in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the District Council’s Open Space Policies such sum to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision and applied towards the provision of Open Space serving the

Development in the parish of Reepham and in the case of the Green Infrastructure Contribution to be used in line with the projects identified in the District Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3 and Policy 3 of the Greater Norwich Local Plan

"Open Space"

land within the Development to be set aside and used as public open space as part of the Development which may include areas for children's play, informal recreation, formal recreation, and green infrastructure in line with Open Space Policies pursuant to the Permission and as shown on the Plan (unless otherwise agreed in writing with the District Council)

"Open Space Maintenance Contribution"

a financial contribution towards the repair, management and maintenance of the Open Space within the Site to be calculated in accordance with Part 3 of this Schedule 3 as appropriate and increased in line with the Inflation Provision

"Open Space Policies"

means the policies contained in the District Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space, and Policy 3 of the Greater Norwich Local Plan or such replacement policies or documents as the District Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

"Open Space Scheme"

a scheme securing the provision of Open Space and containing (to the extent not already agreed pursuant to the Planning Permission):

- details of the design and layout of the Open Space, all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications
- details of the ongoing management and maintenance of

the Open Space including if a Management Company is not proposed to maintain and manage the Open Space the proposed alternative Nominated Body

- such other information as the District Council may reasonably require to enable approval of the Open Space Scheme

“Standard Terms”

in accordance with the reasonable requirements of the District Council in consultation with the Nominated Body to include:

- the transfer of the freehold estate of the Open Space Unencumbered with full title guarantee
- for a sum not exceeding £1 (one pound)
- with the benefit of all necessary rights and easements and with vacant possession
- subject to a restriction on the future use of the Open Space for recreational and amenity purposes by the general public
- an obligation to maintain the Open Space to a standard suitable for use by members of the public
- a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owner

“Unencumbered”

means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space as public open space and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the Open Space

The Owner hereby covenants with the District Council as follows:

1. OPEN SPACE

- 1.1 Not to Commence or allow Commencement of the Development until the Open Space Scheme has been submitted to and approved in writing by the Nominated Officer
- 1.2 Where the Nominated Officer has agreed to a deficiency in the amount of Open Space within the Site to pay the Off-Site Open Space Contribution prior to first Occupation of any Dwelling

2. ON-SITE OPEN SPACE

Where Open Space is to be provided within the Site under the Approved Open Space Scheme:

2.1 To lay out and provide the Open Space in accordance with the Approved Open Space Scheme to the written satisfaction of the District Council

2.2 Thereafter to maintain the Open Space Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the Open Space for any purpose other than public recreation and amenity land for the general public

2.3 Not to Occupy or allow Occupation of more than 90% of the Dwellings unless:

a) Where the Management Company is the Nominated Body:

i) the Management Company has been created to the satisfaction of the District Council; and

ii) the memorandum and articles of association and the form of transfer (to include an obligation to maintain the Open Space to a standard suitable for use by members of the public) of the Open Space to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the District Council; and

b) the Open Space has been provided in accordance with the Approved Open Space Scheme and transferred to the Nominated Body subject to the Standard Terms; and

c) the Open Space Maintenance Contribution has been paid to the District Council

PROVIDED FIRSTLY THAT the Nominated Body shall not be required to accept the transfer of the Open Space unless it has been provided and maintained in strict accordance with the Approved Open Space Scheme AND SECONDLY THAT there shall be no obligation to pay the Open Space Maintenance Contribution where the Nominated Body is not the District Council, or the town or parish council for the area within which the Site is located

Part 2
Council Obligations

The Council covenants with the Owner as follows:

- 1.1 to pay the Open Space Maintenance Contribution to the Nominated Body within 28 days of receipt
- 1.2 save for any contribution to which paragraph 2.1 above applies. The Council shall hold any contribution received under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) within 10 years of receipt to repay the unspent balance to the payer together with any interest accrued

Part 3

Extract from Open Space Policies detailing the cost per dwelling for the Provision and Maintenance of Open Space as at January 2015 (Index 270)

| Contribution Towards Purchase of Off Site Open Space | | | | | |
|---|--|---------------------------------------|------------|--|-----------|
| Property | Sports | Play | Allotments | Green Infrastructure | Total |
| 1 bed | £252 | £51 | £24 | £300 | £627 |
| 2 bed | £336 | £68 | £32 | £400 | £836 |
| 3 bed | £420 | £85 | £40 | £500 | £1,045 |
| 4 bed | £504 | £102 | £48 | £600 | £1,254 |
| 5+ bed | £588 | £119 | £56 | £700 | £1,463 |
| Equipping of Off Site Open Space | | | | | |
| Property | Sports | Play | Allotments | Green Infrastructure | Total |
| 1 bed | £288 | £89 | £15 | £214.50 | £606.50 |
| 2 bed | £385 | £119 | £19 | £286 | £809 |
| 3 bed | £481 | £148 | £24 | £357.50 | £1,010.50 |
| 4 bed | £577 | £178 | £29 | £429 | £1,213 |
| 5+ bed | £674 | £207 | £34 | £500.50 | £1,415.50 |
| Maintenance of Off Site and On Site Open Space | | | | | |
| Property | Sports | Play | | Green Infrastructure | Total |
| 1 bed | £303 | £30 | | £126.50 | £459.50 |
| 2 bed | £404 | £41 | | £169 | £614 |
| 3 bed | £504 | £51 | | £211 | £766 |
| 4 bed | £605 | £61 | | £253 | £919 |
| 5+ bed | £707 | £72 | | £295.50 | £1,074.50 |
| Maintenance of On-Site Open Space – Over Provision | | | | | |
| | Children's play spaces cost/m ² | Sports facilities cost/m ² | | Green Infrastructure cost/m ² | |
| Over Provision | £5.88 | £12.02 | | £4.22 | |

Part 4

Extract from Open Space Policies detailing the area (sq m) required per dwelling for the provision of on-site Open Space

| Number of bedrooms | Children's play spaces m ² | Sports facilities m ² | Allotments m ² | Green Infrastructure m ² |
|--------------------|---------------------------------------|----------------------------------|---------------------------|-------------------------------------|
| 1 bed | 5.1 | 25.2 | 2.4 | 30 |
| 2 bed | 6.8 | 33.6 | 3.2 | 40 |
| 3 bed | 8.5 | 42.0 | 4.0 | 50 |
| 4 bed | 10.2 | 50.4 | 4.8 | 60 |
| 5+ bed | 11.9 | 58.8 | 5.6 | 70 |

SCHEDULE 4

Cemetery Extension Land

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

- “Cemetery Extension Land” the land labelled as “Cemetery Extension” on the Plan which is to be reserved and transferred to the Reepham Town Council for extension of Reepham Cemetery
- “Reepham Town Council” Reepham Town Council of Town Hall, Church Street, Reepham, Norfolk, NR10 4JW

The Owner hereby covenants with the District Council as follows:

- 1.1 The Owner shall offer the Cemetery Extension Land to the Reepham Town Council prior to first Occupation of any Dwelling
- 1.2 If the Reepham Town Council accepts the Owner's offer of the Cemetery Extension Land within six (6) months of the offer being made pursuant to paragraph 1.1, the Owner shall transfer the Cemetery Extension Land for a nominal consideration of £1.00 and on those terms at paragraph 1.4.
- 1.3 The Owner within one (1) month of receipt of acceptance from the Reepham Town Council shall provide written notice to the District Council confirming that the Reepham Town Council has accepted the offer to transfer the Cemetery Extension Land
- 1.4 Any transfer of the Cemetery Extension Land will be on such terms as are considered reasonable but shall include as a minimum:
 - 1.4.1 with full title guarantee and vacant possession
 - 1.4.2 a restriction on the future use of the Cemetery Extension Land as a cemetery;
 - 1.4.3 a restriction not to build or allow to be built any building or works other than as reasonably approved by the Owner for the use of the Cemetery Extension Land as a cemetery;
 - 1.4.4 a restriction that no footpath connection is to be made to the residential site until the completion of Dwellings 54 to 83 and 137 to 141 as shown on the Plan. the Development
 - 1.4.5 obligations regarding future management and maintenance of the Cemetery Extension Land;

- 1.4.6 any other restrictions obligations or reservations that are reasonable in the circumstances having regard to the purpose for which the Cemetery Extension Land is to be transferred; and
 - 1.4.7 a requirement to transfer the Cemetery Extension Land back to the Owner on the same terms save for restrictions on use if the Cemetery Extension Land has not been developed for the purpose intended within 10 years of the date of transfer.
- 1.5 The Cemetery Extension Land will be transferred free of any financial or other legal charges and it is acknowledged between the Parties that Reepham Town Council will be responsible for obtaining the necessary planning consents for the use of the Cemetery Extension Land as a cemetery
- 1.6 The parties to any transfer specified in paragraph 1.2 of this Schedule 4 shall bear their own legal costs in connection with such transfer
- 1.7 If the Reepham Town Council does not accept the Owner's offer of the Cemetery Extension Land within six (6) months of the offer being made or in the event that the transfer to the Reepham Town Council has not completed within twelve (12) months of the offer being made and where the Owner as seller has acted reasonably in endeavouring to reach completion (with the Council being satisfied that is the case such satisfaction to be provided in writing) the Owner shall provide written notice to the Council confirming that the Cemetery Extension Land has not been transferred to the Reepham Town Council and the Owner shall thereafter be entitled to retain the Cemetery Extension Land free from the restrictions in this Schedule 4 which shall cease to apply.

Schedule 5

Recreational Impact Avoidance and Mitigation Contribution

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

| | |
|---|--|
| “Recreational Impact Avoidance and Mitigation Contribution” | The financial contribution to be calculated using the Recreational Impact Avoidance and Mitigation Contribution Calculation and increased in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision and applied towards the package of mitigation measures identified in the Strategy |
| “Recreational Impact Avoidance and Mitigation Contribution Calculation” | The sum of £304.17 x the total number of new Dwellings proposed pursuant to the Permission to calculate the Recreational Impact Avoidance and Mitigation Contribution |
| “Recreational Impact Avoidance and Mitigation Contribution Inflation Provision” | The increase (if any) in the Office for National Statistics Retail Price Index (All Items) between January 2025 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Deed (or if such index ceases to be published such other index as the Council shall reasonably determine) |
| “Strategy” | The Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021 AND THE Norfolk Recreational Impact Avoidance and Mitigation Strategy Action Plan dated 2024 |

The Owner hereby covenants with the District Council as follows:

1. Not to Commence the Development until the Recreational Impact Avoidance and Mitigation Contribution has been paid to the District Council in full.

SCHEDULE 6

Sports Hall / Facilities Contribution

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

- “Reepham High School/ the Synergy Trust” the entity nominated to receive to receive the Sports Hall / Facilities Contribution
- “Side Agreement” a private agreement between the Reepham High School/Synergy Trust and the Owner for payment of £200,000 (Two Hundred Thousand Pounds) in addition to the Sports Hall / Facilities Contribution
- “Sports Hall Application” the outline planning application submitted to the District Council on 15 June 2020 and allocated reference 20201183 or such equivalent planning permission in due course) for the provision of a New Sports Hall with associated Changing Facilities, Studio, Sports Classrooms and Parking
- “Sports Hall / Facilities Contribution” the sum of £1,600,000 (one million six hundred thousand pounds) to be used for the Sports Hall / Facilities Contribution Purpose FOR THE AVOIDANCE OF DOUBT the Sports Hall / Facilities Contribution shall not be Index Linked.
- “Sports Hall / Facilities Contribution Purpose” the provision of a new sports hall and/or associated sports facilities (including but not limited to expanding an existing building/site, upgrade of equipment or changing rooms) in the vicinity of Reepham High School and College pursuant to planning permission granted pursuant to the Sports Hall Application (or such equivalent planning permission in due course)

The Owner hereby covenants with the County Council, unless otherwise agreed in writing with the County Council, as follows:

- 1.1 To provide written evidence of payment under the Side Agreement prior to the Commencement of Development
- 1.2 To pay £550,000 (five hundred and fifty thousand pounds) of the Sports Hall / Facilities Contribution to the County Council no later than 30 months from the date of this Deed PROVIDED THAT the Development Commences.

1.3 To pay the balance of £1,050,000 (one million and fifty thousand pounds) of the Sports Hall / Facilities Contribution to the County Council no later than 48 months from the date of this Deed PROVIDED THAT the Development Commences.

SCHEDULE 7

Travel Plan

Part 1

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

- “Approved Travel Plan” means the Travel Plan submitted to the County Council by the Owner in accordance with the conditions of the Permission and approved by the County Council in writing
- “Bond Sum” means the sum of £575 per Dwelling or such other sum as the County Council may agree in writing being the cost of implementation of and compliance with the Approved Travel Plan such sum to be Index Linked
- “Travel Plan” means a framework of options/measures to enable and encourage people to travel more sustainably and to reduce the need to travel being site and people specific
- “Travel Plan Bond” means a bond in the form annexed at Part 2 of this Schedule
- “Travel Plan Contribution” means the sum of £575 per Dwelling or such other sum as the County Council may agree in writing towards the implementation of the Travel Plan for the Development such sum to be Index Linked
- “Travel Plan Review Fee” means the sum of £3350 (payable in accordance with clause 1.4 – 1.4.1 over 5 instalments of £670) towards the monitoring by the County Council of the Travel Plan such sum to be Index Linked
- “Travel Plan Update” means a Mode of Travel Survey prepared in consultation with the County Council detailing how the Approved Travel Plan has operated during the relevant period and its effectiveness

The Owner hereby covenants with the County Council as follows:

1 TRAVEL PLAN

1.1 to pay the Travel Plan Contribution to the County Council prior to Occupation of the first Dwelling towards the production, approval and on-going review of a Travel Plan for the Development;

OR

1.2 not to Commence the Development until a Travel Plan has been submitted to the County Council for approval as an Approved Travel Plan in accordance with the Permission and thereafter to monitor and review the Approved Travel Plan and submit a Travel Plan Update to the County Council on the twelve month anniversary after the date of first Occupation of the Development and on subsequent anniversaries (or such other date as may be agreed with the County) such monitoring to continue each year until the second anniversary of final Occupation of the Development; and

1.3 If the Owner proceeds under paragraph 1.2 above not to allow first Occupation of any Dwelling until it has complied with paragraphs 1.3 (a) or 1.3 (b) below:

(a) obtained and provided to the County Council the Travel Plan Bond with a surety approved by the County Council for the Bond Sum ("**the Approved Travel Plan Bond**");

OR

(b) deposited the Bond Sum with the County Council ("**the Travel Plan Deposit**")

1.4 Prior to first Occupation of any Dwelling to pay the first instalment of the Travel Plan Review Fee a sum of £670 (Index Linked)("the First Payment") and on the anniversary of the First Payment and thereafter for the following 3 successive years on the same anniversary to pay the sum of £670 (Index Linked in each case)

1.5 In the event that the Owner fails in the reasonable opinion of the County Council to perform the obligations and deliver the requirements of the Approved Travel Plan the County Council may serve notice on the Owner confirming the actions required by the Owner to comply with the obligations contained in this Deed ("the Performance Notice"); and

- 1.6 If after a period of 28 days the Owner has failed in the reasonable opinion of the County Council to comply with the Performance Notice the County Council may call in the Approved Travel Plan Bond or utilise the Travel Plan Deposit as the case may be and carry out the requirements of the Approved Travel Plan without further recourse to the Owner.
- 1.7 Where the Owner has elected to proceed with the Travel Plan Deposit then subject to the Owner performing their obligations under the Approved Travel Plan the Travel Plan Deposit will reduce as follows:
- a) Upon receipt of written confirmation from the County Council the Travel Plan Deposit shall be reduced by one fifth of the original Travel Plan Deposit upon the first anniversary of first Occupation (as defined in this Deed) and thereafter upon receipt of the County Council's written confirmation by a further one fifth on each subsequent anniversary of first Occupation
 - b) To nil on the fifth anniversary of first Occupation PROVIDED THAT the County Council has provided its written confirmation that the obligations in this Deed have been complied with
- 1.8 Where the Owner has elected to proceed with the Travel Plan Bond then subject to the Owner performing their obligations under the Approved Travel Plan the Travel Plan Bond will reduce in accordance with the provisions contained therein
- 1.9 The County Council will cooperate with the Owner in terms of the release (including partial release) and or cancellation of the Travel Plan Bond or repayment of the Travel Plan Deposit where the Owner has performed in whole or in part its obligations under the Approved Travel Plan which reasonably justifies such release, cancellation or repayment.

SCHEDULE 8

DEDICATION OF LAND FOR VISIBILITY SPLAY

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

| | |
|--|--|
| “Improvements to Broomhill Lane Application” | the planning application submitted to the District Council on 06 March 2020 and allocated reference 20200469 or subsequent amendment for the provision of widening of carriageway with traffic calming, revised junction configuration with Whitwell Road, shared use cycleway/footway and surfacing footpath to Park Lane |
| “Visibility Splay” | a visibility splay of 2.4m x 55m to be provided and dedicated to the County Council as highway (as indicated on drawing PRA029-GA-003 attached) |

The Owner hereby covenant with the County Council, unless otherwise agreed in writing with the County Council, as follows:

1. Prior to the Commencement of the Development and the Improvements to Broomhill Lane Application to provide and dedicate the Visibility Splay as highway.

SCHEDULE 9

Public Transport Contribution

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

| | |
|---|---|
| “Public Transport Contribution” | the sum of £100,000.00 (one hundred thousand pounds) Index Linked to be used for the Public Transport Contribution Purpose |
| “Public Transport Contribution Purpose” | For the provision of public transport service improvements between Reepham and Norwich |

The Owner hereby covenant with the County Council, unless otherwise agreed in writing with the County Council, as follows:

1. To pay to the County Council the Public Transport Contribution prior to first Occupation of any Dwelling.

SCHEDULE 10

The District Council's Covenants

The District Council hereby covenants with the Owner as follows:

- 1 The District Council shall confirm whether the Affordable Housing Scheme and/or Open Space Scheme (as appropriate) is approved within 30 days of receipt
- 2 If paid to it the District Council shall pay the Open Space Maintenance Contribution to the Nominated Body within 28 days of receipt
- 3 The District Council will hold any contribution received under this Deed in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) within 10 years of receipt of the total amount of the relevant contribution (or in the case of the Green Infrastructure Contribution within 10 years of receipt) to repay the unspent balance to the payer together with any interest accrued
- 4 At the reasonable written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

SCHEDULE 11

The County Council's Covenants

The County Council covenants with the Owner:

- 1 To use all the contributions it receives under the terms of this Deed for the purposes specified in this Deed for which they are to be paid
- 2 To place the Sports Hall / Facilities Contribution in an interest bearing account
- 3 To advise the Reepham High School/ the Synergy Trust that the Sports Hall / Facilities Contribution shall only be used towards the Sports Hall / Facilities Contribution Purpose
- 4 The County Council shall not pass any part of the Sports Hall / Facilities Contribution to the Reepham High School/the Synergy Trust until it has obtained from Reepham High School / Synergy Trust an invoice/statement confirming the amount required
- 5 On receipt of a written request from the Owner the County Council shall provide the Owner with a statement confirming whether the Sports Hall / Facilities Contribution has been used in whole or in part
- 6 In the event that the Sports Hall / Facilities Contribution has not been committed (by way of contract or otherwise) to the purpose for which it was paid within 7 years of final occupation of the Development then the County Council shall repay to the person that made the payment so much of the Sports Hall / Facilities Contribution as shall remain uncommitted together with any interest accrued
- 7 At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations given to the County Council contained in this Deed when satisfied that such obligations have been performed

SCHEDULE 12

Monitoring Fees

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

“County Council Monitoring Fee” the sum of £2000 (£500 per obligation) Index Linked payable to the County in respect of the County’s duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed

“District Council Monitoring Fee” the sum of £2028 (£507 per obligation) Index Linked payable to the Council in respect of the Council’s duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed

The Owner hereby covenants with the County Council and the District Council as follows:

1. **COUNTY COUNCIL MONITORING FEE**

to pay the County Council Monitoring Fee to the County Council prior to the Commencement of the Development.

2. **DISTRICT COUNCIL MONITORING FEE**

to pay the District Council Monitoring Fee to the District Council prior to the Commencement of the Development.

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

THE COMMON SEAL OF)

BROADLAND DISTRICT COUNCIL)

was affixed hereto in the presence of:)

Authorised Signatory.
Deputy Monitoring Officer



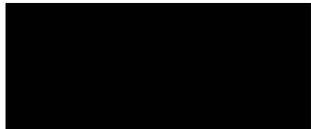
and this deed has been duly and properly executed

in accordance with the constitution of Broadland District Council

THE COMMON SEAL OF)

NORFOLK COUNTY COUNCIL)

was affixed hereto 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 by



and



as attorneys for LOVELL

PARTNERSHIPS LIMITED under a power of attorney

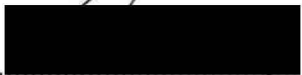
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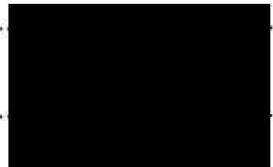
as attorney for Lovell Partnerships Limited

in the presence of:

WITNESS



[SIGNATURE]

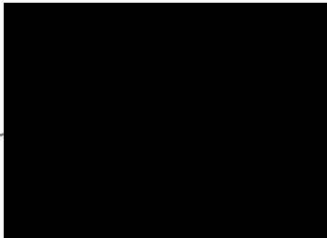


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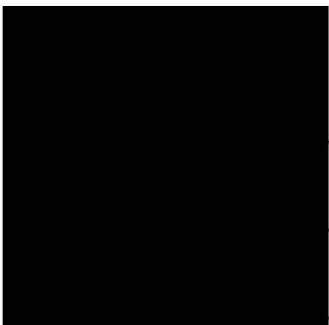
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[SIGNATURE]

ships Limited

in the presence of:



[SIGNATURE]

[NAME]

[ADDRESS]

.....

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