

Dated 28<sup>th</sup> August 2024

Broadland District Council

-and-

Crocus Homes Limited

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

relating to land on the east side of Rectory Road, Coltishall, Norwich

THIS DEED is dated

28<sup>th</sup> August

2024

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL**, ~~Thorp Lodge, 1 Yarmouth Road, Norwich~~  
*Peachman Way* *NR7 0DU* (referred to as "the Council")

*Horizon Business Centre*

*[Signature]*

- (2) **CROCUS HOMES LIMITED**, Company number 05127689 whose registered office is at Saffron Barn, Swan Lane, Long Stratton, Norwich NR15 2XP (referred to as "the Owner")

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is a local planning authority for the purposes of this deed for the area within which the Site is located.
- (B) The Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (C) The Owner owns the freehold of the Site which is registered at the Land Registry under title number NK503725 and held free from encumbrances other than the matters referred to below.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended.
Commencement of Development	The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except (for the purposes of this Deed only) operations consisting of: site clearance demolition archaeological investigations ground surveys

removal of contamination or other adverse ground conditions  
erection of temporary fences  
temporary display of site notices and/or advertisements  
and 'Commence' and 'Commenced' will be construed accordingly

Council Schedule	means Part 2 of Schedule 2 which relate to the Council's obligations
Development	The Development of the Site in accordance with the Permission
Dwelling	A dwelling to be built on the Site as part of the Development
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Occupation	Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of: construction internal and external refurbishment decoration fitting-out marketing and 'Occupy' and 'Occupied' will be construed accordingly
Permission	The planning permission to be granted by the Council for a residential development of thirty (30) dwellings new vehicular accesses and open space and

allocated reference number 20201627 in an agreed form a draft of which is attached hereto

Plan

The plan attached to this Deed

Site

The land on the east side of Rectory Road, Coltishall, Norwich and registered at H M Land Registry under title number NK503725 shown edged red on the Plan

Trigger

means the Commencement of Development 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



# OFFICER'S DRAFT DECISION NOTICE

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Ref: 20201627/F

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Agent  
Mr Simon Henry  
Fao: Mr Simon Henry  
Orchard House  
Hall Lane  
East Tuddenham  
Dereham  
NR20 3LR

Applicant  
Crocus Contractors Limited  
Fao: Mr M Davidson  
C/O Parker Planning Services Ltd  
Orchard House  
Hall Lane  
East Tuddenham  
NR20 3LR

Location: Land At Rectory Road, Coltishall, NR12 7HR

Proposal: Residential Development 30 dwellings, new vehicular accesses and open space

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## DRAFT VERSION ONLY

1. The development hereby permitted must be begun before the expiry of THREE YEARS from the date of this decision.

Reason for the condition:

Required to be imposed by Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004

2. The development hereby permitted shall be carried out in accordance with the application form, plans and drawings and other documents and details received as listed below:

Site Information Location Plan, Dwg No: 2019-03-0150, received 16 September 2020

Development Plan 30 Unit Scheme, Dwg No: 2019-03-0200 Rev AA, received 17 December 2021

Site Information Boundary Treatment Plan, Dwg No: 2019-03-0550 Rev D, received 17 December 2021

Site Information House Type Plan, Dwg No: 2019-03-0250 Rev D, received 27 July 2021

Site Information Refuse Strategy Plan, Dwg No: 2019-03-0500 Rev A, received 27 July 2021

Site Information Proposed Plot Elevations / Material Schedule, Dwg No: 2019-03-0300 Rev A, received 16 September 2020

Garage Types - Plans, Elevations & Sections Single & Double Garages, Dwg No: 2019-03-G01, received 16 September 2020

House Types - Plans, Elevations & Sections The Oxburgh, Dwg No: 2019-03-HT03 Rev B, received 17 December 2021

House Types - Plans, Elevations & Sections The Bressingham, Dwg No: 2019-03-HT04 Rev B, received 17 December 2021

House Types - Plans, Elevations & Sections The Blakeney, Dwg No: 2019-03-HT05 Rev B, received 17 December 2021

House Types - Plans, Elevations & Sections The Upton, Dwg No: 2019-03-HT07 Rev B, received 17 December 2021

House Types - Plans, Elevations & Sections The Upton / Halvergate, Dwg No: 2019-03-HT09 Rev B, received 17 December 2021

House Types - Plans, Elevations & Sections The Felbrigg (Affordable), Dwg No: 2019-03-HT01, received 16 September 2020

House Types - Plans, Elevations & Sections The Felbrigg, Dwg No: 2019-03-HT01 Rev A, received 16 September 2020

House Types - Plans, Elevations & Sections The Kelling, Dwg No: 2019-03-HT02, received 16 September 2020

House Types - Plans, Elevations & Sections The Strumpshaw (Affordable), Dwg No: 2019-03-HT06 (Aff) Rev A, received 16 September 2020

House Types - Plans, Elevations & Sections The Strumpshaw, Dwg No: 2019-03-HT06 (Gar), received 16 September 2020

House Types - Plans, Elevations & Sections The Strumpshaw, Dwg No: 2019-03-HT06 Rev A, received 16 September 2020

House Types - Plans, Elevations & Sections The Ranworth, Dwg No: 2019-03-HT08 Rev A, received 16 September 2020

House Types - Plans, Elevations & Sections The Strumpshaw / Halvergate, Dwg No: 2019-03-HT10 Rev A, received 16 September 2020

Landscape Masterplan, Dwg No: 2400 01 E, received 17 December 2021

Detailed Hard Landscape Proposals Sheet 1 of 2, Dwg No: 2400 02 D, received 17 December 2021

Detailed Hard Landscape Proposals Sheet 2 of 2, Dwg No: 2400 03 D, received 17 December 2021

Detailed Planting Proposals Sheet 1 of 2, Dwg No: 2400 04 D, received 17 December 2021

Detailed Planting Proposals Sheet 2 of 2, Dwg No: 2400 05 D, received 17 December 2021

Landscape Specification and Details, Dwg No: 2400 06 B, received 17 December 2021

Landscaping Management Plan, Produced by Liz Lake Associates, received 17 December 2021

Tree Survey, Arboricultural Impact Assessment, Tree Protection Plan and Arboricultural Method Statement, Prepared by Richard Morrish Associates Ltd, received 17 December 2021

S278 Offsite Highway Improvements on North Walsham Road, Dwg No: C-005 P1, received 17 December 2021

S278 Offsite Highway Improvements General Arrangement, Dwg No: RLC-00-00-DR C-001 P6, received 17 December 2021

TRO - 20PH Zone Extent Plan, Dwg No: RLC-00-00-DR C-200 P1, received 09 November 2021

Cycleway/Footway Sketch, Dwg No: RLC-00-00-DR SK-01 P1, received 09 November 2021

Lay-By Sketch, Dwg No: RLC-00-00-DR SK-02 P1, received 09 November 2021

Autotrack Swept Path Analysis Layout, Dwg No: RLC-00-00-DR C-503 P6, received 17 December 2021

Transport Statement, RLC Ref 181137 Rev 02, Prepared by Rossi Long Consulting, received 27 July 2021

Flood Risk Assessment and Drainage Strategy RLC Ref 181137, Prepared by Rossi Long Consulting, received 27 July 2021

Preliminary Ecological Appraisal, produced by Greenlight environmental consultancy, dated 16 July 2024  
Shadow Habitat Regulation Assessment (HRA) Screening Report and Appropriate Assessment Rev 4, April 2024, produced by nutrient neutral, received 8 July 2024  
Bio Easy Flow Biological Treatment Plants Installation and Use Manual, received 8 July 2024

Reason for the condition:

For the avoidance of doubt and to ensure the satisfactory development of the site in accordance with the specified approved plans, as required by the Spatial Vision and Spatial Planning Objectives of the Greater Norwich Local Plan and the Broadland Development Management DPD 2015.

3. No works shall commence on the site until such time as detailed plans of the roads, footways, cycleways, street lighting, foul and surface water drainage have been submitted to and approved in writing by the Local Planning Authority. All construction works shall be carried out in accordance with the approved plans.

Reason for the condition:

This needs to be a pre-commencement condition to ensure fundamental elements of the development that cannot be retrospectively designed and built are planned for at the earliest possible stage in the development and therefore will not lead to expensive remedial action and adversely impact on the viability of the development in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

4. Prior to the occupation of the final dwelling all works shall be carried out on roads / footways / cycleways / street lighting / foul and surface water sewers in accordance with the approved specification (from condition 3) to the satisfaction of the Local Planning Authority.

Reason for the condition:

To ensure satisfactory development of the site and to ensure estate roads are constructed to a standard suitable for adoption as public highway in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

5. Prior to the first occupation of any dwelling hereby approved the road(s) / footway(s) / cycleway(s) shall be constructed to binder course surfacing level from the dwelling to the adjoining County road in accordance with the details which shall first be submitted to and approved in writing by the Local Planning Authority.

Reason for the condition:

To ensure satisfactory development of the site and in the interest of highway safety in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

6. Prior to the first occupation of any dwelling hereby permitted visibility splays shall be provided in full accordance with the details indicated on the approved plans. The splays shall thereafter be maintained at all times free from any obstruction exceeding 0.225 metres above the level of the adjacent highway carriageway.

Reason for the condition:

In the interests of highway safety in accordance with Policy TS3 of the Broadland Development Management DPD 2015 and the principles of the NPPF.

7. Development shall not commence until a scheme detailing provision for on-site parking for construction workers for the duration of the construction period has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented throughout the construction period.

Reason for the condition:

To ensure adequate off-street parking during construction in the interests of highway safety in accordance with Policy TS3 of the Broadland Development Management DPD 2015. This needs to be a pre-commencement condition as it deals with the construction period of the development.

8. Prior to the commencement of any works on site a Construction Traffic Management Plan and Access Route, which shall incorporate adequate provision for addressing any abnormal wear and tear to the highway, wheel cleaning facilities, proposals to control and manage construction traffic using the 'Construction Traffic Access Route' and to ensure no other local roads are used by construction traffic, shall be submitted to and approved in writing by the Local Planning Authority.

Reason for the condition:

In the interests of maintaining highway efficiency and safety in accordance with Policy TS3 of the Broadland Development Management DPD 2015. This needs to be a pre-commencement condition as it deals with safeguards associated with the construction period of the development.

9. For the duration of the construction period, all traffic associated with (the construction of) the development will comply with the Construction Traffic Management Plan approved under condition 8 and use only the 'Construction Traffic Access Route' and no other local roads unless otherwise approved in writing with the Local Planning Authority.

Reason for the condition:

In the interests of maintaining highway efficiency and safety in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

10. Notwithstanding the details indicated on the submitted drawings no works above slab level shall commence on site unless otherwise first agreed in writing until detailed drawings for the offsite highway improvement works, as indicated on Drawing Nos 181137-RLC-00-00-DR-C001-P6 & 181137-C-005-P1 have been submitted to and approved in writing by the Local Planning Authority.

Reason for the condition:

To ensure that the highway improvement works are designed to an appropriate standard in the interest of highway safety and to protect the environment of the local highway corridor in accordance with Policy TS3 of the Broadland Development Management DPD 2015.



11. Prior to the first occupation of the development hereby permitted the off-site highway improvement works (including Public Rights of Way works) referred to in Condition No.10 shall be completed to the written satisfaction of the Local Planning Authority.

Reason for the condition:

To ensure that the highway network is adequate to cater for the development proposed in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

12. No works shall commence on the site until a Traffic Regulation Order for a 20mph speed limit as set out in drawing 181137-RLC-00-00-DR-C-200-P1 has been promoted by the Local Highway Authority.

Reason for the condition:

In the interests of highway safety in accordance with Policy TS3 of the Broadland Development Management DPD 2015. Details are required prior to commencement as the impact applies to traffic associated with both the construction phase and also daily running of the site.

13. The development must be carried out in strict accordance with the application form, plans and documents detailed below:

The Flood Risk Assessment / Drainage Strategy titled Residential Development Rectory Road Coltishall Norfolk (Rossi Long Consulting, RLC Ref. 181137 dated June 2021) drawing number RLC-00-00-DR C-010 Rev: P3 (FOUL & SURFACE WATER DRAINAGE STRATEGY 9th June 2021). The approved scheme will be implemented prior to the first occupation of the development.

Reason for the condition:

For the avoidance of doubt and in the interests of proper planning and to prevent flooding in accordance with National Planning Policy Framework paragraphs 173 and 175 by ensuring the satisfactory management of local sources of flooding surface water flow paths, storage and disposal of surface water from the site in a range of rainfall events and ensuring the SuDS proposed operates as designed for the lifetime of the development. Also, to minimise the possibilities of flooding in accordance with Policy CSU5 of the Broadland Development Management DPD 2015 and Policy 2 of the Greater Norwich Local Plan.

14. All hard and soft landscaping works shall be carried out in accordance with the approved details set out in following plans and documents:

Landscape Masterplan, Dwg No: 2400 01 E, received 17 December 2021

Detailed Hard Landscape Proposals Sheet 1 of 2, Dwg No: 2400 02 D, received 17 December 2021

Detailed Hard Landscape Proposals Sheet 2 of 2, Dwg No: 2400 03 D, received 17 December 2021

Detailed Planting Proposals Sheet 1 of 2, Dwg No: 2400 04 D, received 17 December 2021

Detailed Planting Proposals Sheet 2 of 2, Dwg No: 2400 05 D, received 17 December 2021

Landscape Specification and Details, Dwg No: 2400 06 B, received 17 December 2021

Landscaping Management Plan, Produced by Liz Lake Associates, received 17 December 2021

The planting works shall be carried out prior to the occupation of any part of the development. If within a period of TEN years from the date of planting, any tree or plant, or any tree or plant planted in replacement for it, is removed, uprooted or is destroyed or dies, [or becomes in the opinion of the local planning authority, seriously damaged or defective] another tree or plant of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

Reason for the condition:

In the interests of the satisfactory appearance of the development in accordance with Policies GC4 and EN2 of the Broadland Development Management DPD 2015 and Policies 2 and 3 of the Greater Norwich Local Plan.

15. All approved tree protection measures detailed within the Tree Survey, Arboricultural Impact Assessment, Tree Protection Plan and Arboricultural Impact Assessment, prepared by Richard Morrish Associates Ltd, received 17 December 2021, are to be installed prior to the commencement of development work to implement this planning permission.

The approved tree protection measures are to be maintained in good condition and adhered to throughout the construction period. Unless otherwise agreed in writing by the Local Planning Authority, no construction-related activities (for example: storage and/or siting of: vehicles, fuel, materials, site huts or other buildings or ancillary equipment; raising of lowering of ground levels; installation of underground services, drains; lighting of fires etc.) may be undertaken within the identified Construction Exclusion Zones and fenced areas.

In the event that any tree(s) become damaged during construction, the Local Planning Authority shall be notified, and remedial action agreed and implemented. In the event that any tree(s) dies or is removed without the prior approval of the Local Planning Authority, it shall be replaced within the first available planting season, in accordance with details to be agreed with the Local Planning Authority.

Reason for the condition:

To ensure existing trees and hedges are protected during site works in the interests of the visual amenity of the area and the satisfactory appearance of the development in accordance with Policies GC4 and EN2 of the Broadland Development Management DPD 2015 and Policy 2 of the Greater Norwich Local Plan. The condition is pre-commencement as the protection measures need to be in place for the duration of any construction works to ensure adequate protection of the trees.

16. Development shall not begin until a Construction Environmental Management Plan (CEMP) in compliance with BS42020:2013 has been submitted to and approved in writing by the Local Planning Authority. This shall include a pre-construction badger survey consistent with best practice and measures to avoid / minimise the risks to animals during site clearance noting that dismantling of refugia would be undertaken between 1st April and 30th September (to avoid the hibernation period).

Thereafter, the approved details shall be implemented in full in accordance with the approved details and retained as such thereafter unless otherwise agreed in writing by the Local Planning Authority.

Reason for the condition:

The condition is pre-commencement condition as any works starting on site could impact on wildlife, ecology and biodiversity on site. The condition is in order to safeguard the ecological interests of the site in accordance with Policy EN1 of the Broadland Development Management DPD 2015 and Policy 3 of the Greater Norwich Local Plan.

17. No development shall take place until a Landscape and Environment Management Plan (LEMP), complying with BS42020:2013, has been submitted to and approved in writing by the Local Planning Authority. The LEMP shall incorporate recommendations included within the Preliminary Ecological Appraisal (Greelight environmental consultancy, July 2024), and follow guidelines provided in BS 42020:2013:
- a) Description and evaluation of features to be managed.
  - b) Ecological trends and constraints on site that could influence management.
  - c) Aims and objectives of management.
  - d) Appropriate management options for achieving aims and objectives.
  - e) Prescriptions for management actions.
  - f) Preparation of a work schedule
  - g) Details of the body or organisation personnel responsible for implementation of the plan.
  - h) Ongoing monitoring and remedial measures,
  - i) Details of funding resources and mechanism(s) to ensure sustainable long-term delivery of the proposed management,
  - j) Set out where the results from monitoring show that conservation aims and objectives (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The approved plan will be implemented in accordance with the approved details. Upon completion of mitigation and enhancement works a report from the ecologist must be submitted to the Local Planning Authority, confirming that works have been undertaken in accordance with the LEMP, to discharge the condition. Monitoring reports must then be submitted to the Local Planning Authority in accordance with the timetable set out in the LEMP, in order to discharge the condition.

Reason for Condition:

To ensure the management of biodiversity features with other site features are coordinated in line with Policy EN1 of the Development Management DPD 2015 and Policy 3 of the Greater Norwich Local Plan. The condition is pre-commencement as the management plan needs to be approved prior to any works taking place to ensure there is no harm caused to the biodiversity on the site.

18. Prior to the commencement of development above slab level an Ecological Design Strategy, compliant with BS42020:2013 shall be submitted to and approved in writing by the Local Planning Authority. The Strategy shall include the following:
- Location (elevational plans) of 30 integrated bat boxes on new dwellings
  - Location of 55 integrated (into new dwellings) swift boxes and 10 small bird boxes
  - Sensitive lighting strategy
  - Dark corridors and buffers (to inform the lighting strategy) including 10m dark corridor

- around the perimeter of the site, and not illuminate sensitive features such as bat and bird boxes
- Mitigation and enhancements
- Soft landscaping plan to use native species or those with known benefits for invertebrate and to include species rich hedges and trees
- A soft landscaping scheme as part of the Biodiversity Net Gain Assessment (to be issued under a separate cover) to include:
  - hedgehog gaps per dwelling in any impermeable boundary features
  - 1 bee brick in each new dwelling/garage

The biodiversity enhancements shall be installed in full accordance with the approved plans prior to the first occupation of the dwelling within the plot that they are proposed in.

Reason for the condition:

To ensure appropriate biodiversity enhancements for the site in accordance with the aims of Policy EN1 of the Development Management DPD 2015 and Policy 3 of the Greater Norwich Local Plan.

19. Prior to the commencement of the development above slab level of the development hereby permitted, full details of the external lighting proposed within the site shall be submitted to and approved in writing by the Local Planning Authority. The external lighting shall then be installed in accordance with the approved details.

Reason for the condition:

To enable the Local Planning Authority to control the design of the external lighting and ensure that the lighting is acceptable for the area, to ensure the satisfactory appearance of the development and that there is no detrimental impact for the amenity of neighbouring residents or ecology and biodiversity, as required by Policies GC4 and EN1 of the Broadland Development Management DPD 2015.

20. The development hereby permitted shall not commence above slab level until a scheme for generating a minimum of 10% of the predicted energy requirement of the development from decentralised renewable and/or low carbon sources has been submitted to and approved in writing by the Local Planning Authority. None of the development shall be occupied until the approved scheme has been implemented and made operational and the approved scheme shall remain operation for the lifetime of the development.

Reason for the condition:

To secure at least 10% of the site's energy from decentralised and renewable or low carbon sources to accord with Policy 2 of the Greater Norwich Local Plan.

21. Development shall not begin until a scheme for the provision of 1 no. fire hydrant (served by mains water supply on a minimum 90mm main) has been submitted to and agreed in writing by the Local Planning Authority. No dwelling shall be occupied until the hydrants serving the property or group of properties has been provided to the satisfaction of the Local Planning Authority.

Reason for condition:



To ensure adequate water infrastructure provision is made on site for the local fire service to tackle any property fire. This is to be agreed in advance of the commencement of development in the interests of health and safety of the public and to avoid unnecessary costs to the developer.

22. Development shall not begin until a detailed noise and dust management plan/scheme to protect the occupants of completed dwellings on the site and residential dwelling surrounding the site from noise, dust and smoke, has been submitted to, and approved in writing by the Local Planning Authority

The scheme to include;

- 1) Communication with neighbours before and during works.
- 2) Contact arrangements by which residents can raise any concerns and, issues.
- 3) The mechanism for investigation and responding to residents' concerns and complaints
- 4) Management arrangements to be put in place to minimise noise and dust (including staff training such as toolbox talks).
- 5) Hours during which noisy and potentially dusty activities will take place.
- 6) Measures to control loud radios on site.
- 7) Measures to be taken to ensure noisy activities take place away from residential premises where possible such as a separate compound for cutting and grinding activities.
- 8) Measures to control dust from excavation, wetting of soil; dust netting and loading and transportation of soil such as minimising drop heights, sheeting of vehicles.
- 9) Measures to control dust from soil stockpiles such as sheeting, making sure that stockpiles exist for the shortest possible time and locating stockpiles away from residential premises.
- 10) Measures to control dust from vehicle movements such as site speed limits, cleaning of site roads and wetting of vehicle routes in dry weather.
- 11) Measures to minimise dust generating activities on windy and dry days
- 12) Measures to control smoke from burning activities.

The approved plan shall remain in place and be implemented throughout each phase of the development.

Reason for the condition:

In the interests of the amenities of the locality in accordance with Policy GC4 of the Broadland Development Management DPD 2015.

23. In the event that contamination that was not previously identified is found at any time when carrying out the approved development, it must be reported in writing immediately to the Local Planning Authority. All development shall cease and shall not recommence until:

- 1) a report has been submitted and agreed in writing by the Local Planning Authority which includes results of an investigation and risk assessment together with proposed remediation scheme to deal with the risk identified and
- 2) the agreed remediation scheme has been carried out and a validation report demonstrating its effectiveness has been approved in writing by the Local Planning Authority.

Reason for the condition:

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy EN4 of the Broadland Development Management DPD 2015.

24. The development hereby approved shall be designed and built to achieve a water consumption rate of no more than 105 / 110 litres/person/day. All required water conservation measures installed to achieve this rate shall be retained/upgraded to ensure the required water consumption rate is not exceeded for the lifetime of the development.

Reason for the condition:

To ensure the development is constructed to an appropriate standard in accordance with Policies 2 of the Greater Norwich Local Plan, having regard to the Ministerial Statement Housing: optional technical standards (March 2015) and the ability to require optional water efficiency requirements where there is a local policy specifically requiring this.

25. The materials to be used in the construction of the external surfaces of the dwellings hereby permitted shall match those set out on the Site Information Proposed Plot Elevations / Material Schedule, Dwg No: 2019-03-0300 Rev A, received 16 September 2020

Reason for the condition:

To enable the local planning authority to ensure the satisfactory appearance of the development, as required by Policy GC4 of the Broadland Development Management DPD 2015 and Policy 2 of the Greater Norwich Local Plan.

1. The Local Planning Authority confirm it has taken a positive and proactive approach to reach this decision in accordance with the requirements of the National Planning Policy Framework
2. NOTE : Please note that before any works of a building or engineering nature commence, it is the applicant's responsibility to obtain any necessary consent under Building Regulations. CNC Building Control, who provide the Building Control service for South Norfolk and Broadland, can provide advice upon the Building Regulations. Their telephone number is 0808 168 5041 or enquiries@cncbuildingcontrol.gov.uk and their website is www.cncbuildingcontrol.gov.uk.
3. The applicant needs to be aware that there is liability for a Community Infrastructure Levy (CIL) with this development. A separate Liability Notice will be issued setting out the details of the levy due. If you have not received the CIL Liability Notice by the time you intend to commence development then it is imperative that you contact case officer. Further information about CIL can be found at <https://www.southnorfolkandbroadland.gov.uk/community-infrastructure-levy>
4. Please be aware that there is a Section 106 legal agreement and 4 unilateral undertakings that relate to this application. These are in relation to Affordable housing provision, open space provision, contribution towards GIRAMS and Nutrient Mitigation.

5. Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence.
6. Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.

Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087.

Protection of existing assets - A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water.

Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087.

The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements

7. NOTE: It is an OFFENCE to carry out any works within the Public Highway, which includes a Public Right of Way, without the permission of the Highway Authority. This development involves work to the public highway that can only be undertaken within the scope of a Legal Agreement between the applicant and the County Council. Please note that it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary Agreements under the Highways Act 1980 are also obtained. Advice on this matter can be obtained from the County Council's Highways Development Management Group based at County Hall in Norwich. Please contact .

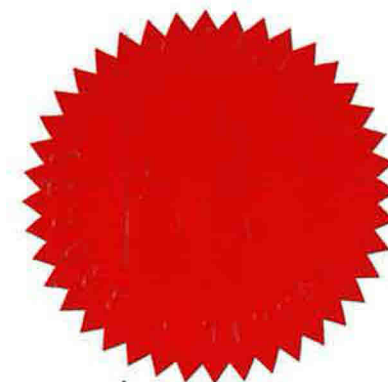
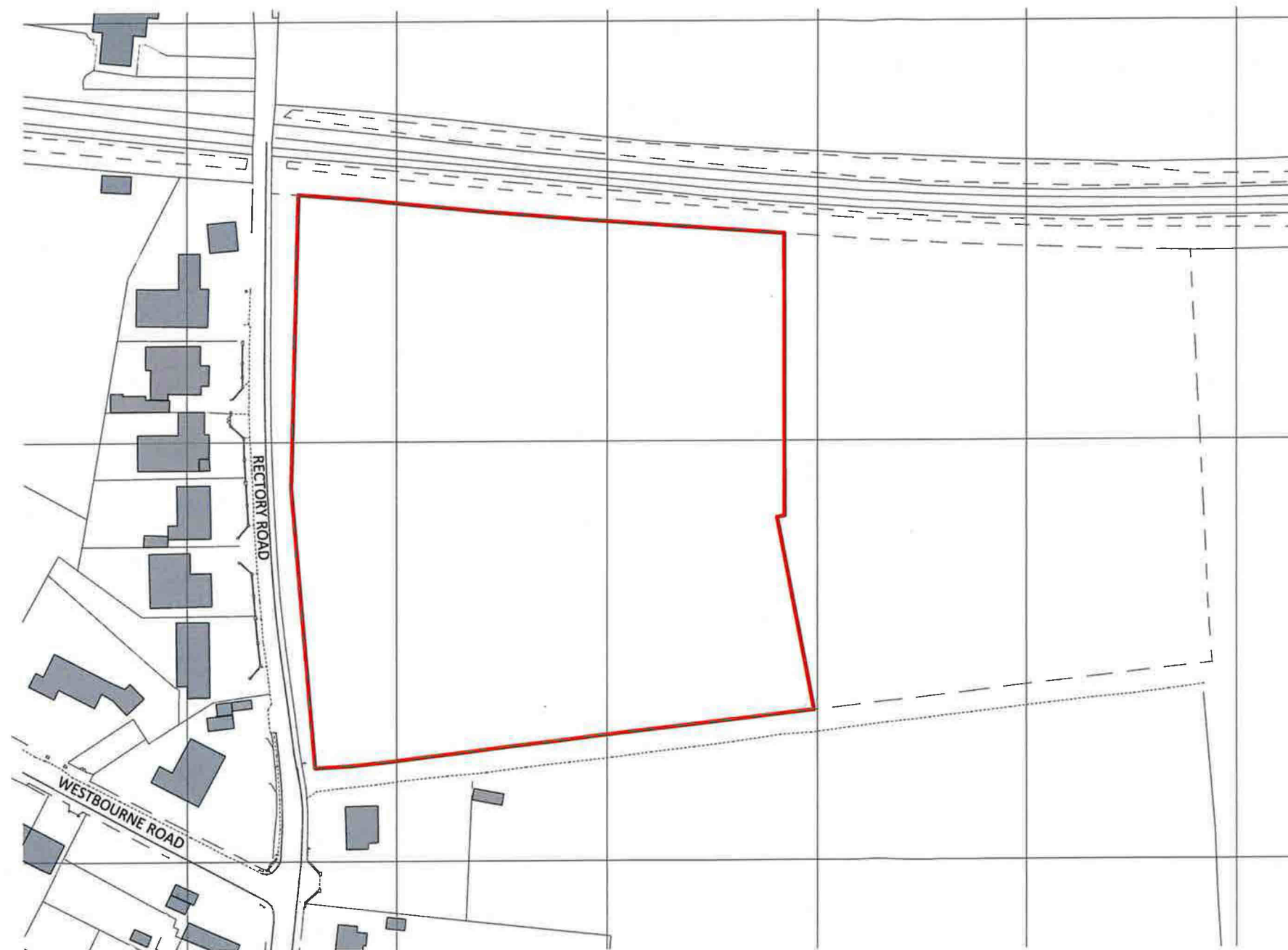
Public Utility apparatus may be affected by this proposal. Contact the appropriate utility service to reach agreement on any necessary alterations, which have to be carried out at the expense of the developer.

If required, street furniture will need to be repositioned at the applicants own expense.

8. The site to which this permission relates may contain suitable habitat for bats, barn owls or reptiles which are protected by the Wildlife and Countryside Act 1981 (as amended). In this

respect the applicant is advised to consult Natural England, Dragonfly House, 2 Gilders House, Norwich, NR3 1UB. [enquiries.east@naturalengland.org.uk](mailto:enquiries.east@naturalengland.org.uk)

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8553

Deputy Monitoring Officer  
Linda Mockford

7.3.19  
[Signature]

Rev	Init	Date	Revision
0m	10	20	30
40	50	60	70
80	90		

Scale 1:1250

**Qube**  
MINDFUL DESIGN

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Client

Crocus Contractors Ltd

Project

Residential Development  
Rectory Road, Coltishall

Title

Site Information

Location Plan

Scale @ A3	Date	Drawn	Checked
1:1250	27.04.20	CAS	GAB

Purpose of Issue PLANNING	
Drawing Number 2019-03 - 0150	Rev



## **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, under Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, and all other enabling powers.
- 2.2 The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site.
- 2.3 Covenants given by more than one party can be enforced against them individually or jointly.
- 2.4 A reference to an Act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that Act, and reference to a gender or person includes all genders or classes of person.
- 2.5 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.6 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 Representatives of the 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:
  - 2.7.1 they do not enter any individual Dwelling; and
  - 2.7.2 they adhere to all reasonable health and safety requirements.

### **3. CONDITIONALITY**

This Deed is conditional upon:

- 3.1 The grant of the Permission; and
- 3.2 The Commencement of Development.

Save for the provisions of this clause and clause 6.4 which shall come into effect immediately on completion of this Deed.

### **4 COVENANTS**

- 4.1 The Owner covenants with the Council for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 4.2 The Council covenants with the Owner to comply with their respective requirements contained in this Deed.
- 4.3 The Council covenants with the Owner to use its endeavours to issue the Permission within ten days of completion of this Deed.

### **5 Use of Contributions Indexation and Interest**

- 5.1 The improvements referred to in this Deed for which contributions are required may at the 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.
- 5.2 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.
- 5.3 Nothing in this Deed binds the Owner to pay;
  - 5.3.1 any contribution before the date on which it is due under the Schedules, or
  - 5.3.2 any contribution at all if the relevant due date is not reached, or
  - 5.3.3 any greater contribution than provided in the relevant Schedule.
- 5.4 The 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.
- 5.5 The contributions specified in the Schedules are to be Index Linked.
- 5.6 In the event of any delay in paying the contributions specified in the Schedules

then from the due date of payment:

5.6.1 the contributions are a debt due to the Council and are recoverable by action by the Council; and

5.6.2 are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to time from the due date for payment until the actual date of payment.

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

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

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

5.8.2 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

5.8.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed.

5.9 The 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.

## **6. OTHER PROVISIONS**

6.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest).

6.2 The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.

6.3 Save for the obligations contained in Schedule 1 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained



therein, the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:

6.3.1 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 purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease.

6.3.2 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.

6.4 On completion the Owner will pay the Council's reasonable legal costs in connection with this Deed.

6.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.

6.7 No waiver, express or implied, by the Council of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed.

6.8 If the Permission is quashed revoked or expires before Commencement then, save for clause 6.4 , this Deed will cease to have effect (insofar only as it has not already been complied with).

6.9 Subject to clause 6.10, nothing in this deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.

6.10 If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).

6.11 This Deed is registrable as a local land charge.

6.12 Following the performance and satisfaction of all the obligations contained in this

Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.

- 6.13 An agreement, approval, consent or expression of satisfaction required by the Owner from the Council under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.
- 6.14 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this deed has been dated.
- 6.15 Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as local authority.

## **7. DISPUTES**

- 7.1 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.
- 7.2 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.
- 7.3 The expert is to make his decision within 6 weeks of being appointed.
- 7.4 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.
- 7.5 Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

## **8. NOTIFICATIONS**

- 8.1 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.
- 8.2 The Owner will notify the Nominated Officer in writing of the relevant

- 8.2.1 anticipated Triggers seven days in advance of each anticipated date,  
8.2.2 actual Triggers within seven days of each actual date.
- 8.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site.

## 9. JURISDICTION

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

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  
*Linda Mackford*

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

EXECUTED AS A DEED by  
**Crocus Homes Limited**  
in the presence of/acting by:

)  
)  
)

Director:

Director/Secretary:

*7.3.05*

## Schedule 1

### 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 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 in Annex 2 of the NPPF) unless other types of affordable housing are agreed in writing by the Council
"Affordable Housing Mix"	60% Affordable Housing for Rent and 40% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion)
"Affordable Housing Provision"	the construction and provision of ten Affordable Dwellings on the Site equating to 33% of the total number of dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"><li>- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;</li><li>- The identity of the Provider (where the Provider is not Saffron Housing Trust Limited)</li><li>- The number, location, type and size of Affordable Dwellings to be constructed on the Site;</li></ul> <p>full details of the Affordable Housing Mix including the types of Intermediate Housing and Affordable Housing for Rent;</p>

	- such other information as the 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 "Affordable Housing for rent" in Annex 2 of the NPPF, let by a Registered Provider with an appropriate agreement with the Homes England 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 Council in writing AND for the avoidance of doubt this includes Intermediate Rented Dwellings where the Council in its discretion determines this is an appropriate tenure.
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing
"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 Council in accordance with Part 2 of this Schedule and] determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council <b>AND FOR THE AVOIDANCE OF DOUBT</b> no national or local prioritisation criteria shall apply in respect of a Shared Ownership Housing dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"NPPF"	The National Planning Policy Framework published in July 2021
"Open Market Dwelling"	Any dwelling constructed as part of the Development which is not an Affordable Dwelling
"Intermediate Housing"	one or more of , Shared Ownership Housing, Shared Equity Housing, , or other low-cost homes for sale (at a price equivalent to at least 20% below local market value)

	that Eligible Households can afford or as otherwise agreed by the 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 as determined by the Council
"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) Saffron Housing Trust Limited; or  (ii) another Registered Provider; or  (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
"Public Subsidy"	funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
Shared Equity Housing""	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)
"Shared Ownership Dwellings"	Dwellings purchased on a Shared Ownership Lease



<p>“Shared Ownership Lease”</p>	<p>a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"> <li>- not more than 75% and not less than 10% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider</li> <li>- power to the purchaser to increase their ownership up to 100% if they so wish</li> <li>- 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 Prices Index (CPI) plus 1% or such other rent as complies with the requirements from time to time of the Homes England</li> </ul>
<p>“Social Rented Dwellings”</p>	<p>Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent</p>
<p>“Target Rent”</p>	<p>The rent for Social Rented Dwellings as determined by the national rent regime published by Homes England or any subsequent replacement or where there is no such replacement at a rent determined by the Council</p>

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development until the Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 1.2 Not to Occupy more than the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred or are to be disposed of to owner -occupiers, this obligation shall not apply
- 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.
- 1.5 Not to Occupy more than 50% 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 following terms:
  - a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;

- b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
  - c) with the benefit of all necessary easements, rights and utilities; and
  - d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme
- 1.6 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule
- 1.7 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:
- 1.7.1 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;
  - 1.7.2 an Eligible Household which 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 Housing dwelling
  - 1.7.3 a mortgagee or chargee (or any receiver (including an administrative receiver) 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 or any administrator (howsoever appointed) including a housing administrator (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 Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
    - b) if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings



- 1.7.4 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

### Part 2 - Local lettings cascade:

Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first occupation in accordance with the local lettings policy set out below:

- 1.1 first allocations shall be made to people living in the parish of Coltishall
  - 1.2 if there is no suitable person in paragraph 1.1 allocations will be made to people who work in the parish of Coltishall; and
  - 1.3 if there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the parish of Coltishall to give/receive support to/from close family.
  - 1.4 If there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to an Eligible Household as approved by the Council
- 2 Administrative Procedure for Nominations
- 2.1 To grant to the Council nomination rights to 100% of the Affordable Rented Dwellings on first and subsequent re-lets unless otherwise agreed in writing.
  - 2.2 The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the Council and the Owners shall agree between them.

## Affordable Housing Mix

<b>Plot Number</b>	<b>Property Type</b>	<b>Tenure</b>
19	2 bed 4 person house	Shared Equity
20	2 bed 4 person house	Shared Equity
21	3 bed 5 person house	Shared Equity
24	1 bed 2 person house	Affordable Housing for Rent
25	2 bed 4 person house	Affordable Housing for Rent
26	1 bed 2 person house	Affordable Housing for Rent
27	3 bed 6 person house	Affordable Housing for Rent
28	3 bed 5 person house	Shared Equity
29	3 bed 5 person house	Affordable Housing for Rent
30	2 bed 4 person bungalow	Affordable Housing for Rent

## **Schedule 2**

### **Open Space**

#### **Part 1**

#### **Owner Obligations**

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

<b>"Approved Open Space Scheme"</b>	The Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
<b>"Inflation Provision"</b>	The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2020 and the date upon which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)
<b>"Green Infrastructure Contribution"</b>	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 and to be used in line with the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3
<b>"Management Company"</b>	a company to be set up for the purposes of managing and maintaining the Open Space in perpetuity
<b>"Nominated Body"</b>	one of the following as determined by the Council: a) the 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 Council may elect as being responsible for maintenance of the Open Space
<b>"Off-Site Open Space Contribution"</b>	A sum to in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Policies at the date of this Deed 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 Coltishall and for Green Infrastructure Contributions to be used at in line with the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3

"Open Space"	Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies
"Open Space Maintenance Contribution"	A financial contribution towards the repair and maintenance of the Open Space within the Site to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision
"Open Space Policies"	Means the policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space or such replacement policies or documents as the 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"	<p>A scheme securing the provision of Open Space calculated in accordance with Part 4 of this Schedule (unless the Nominated Officer agrees an Off-Site Open Space Contribution in lieu of part or all of the Open Space in which case such lower amount as the Nominated Officer agrees) and containing:</p> <ul style="list-style-type: none"> <li>- full details of the amount of sport, play, allotment and green infrastructure provision to be provided in line with the Open Space Policies</li> <li>- the extent, location and boundaries of the Open Space</li> <li>- 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</li> <li>- details of the ongoing management and</li> </ul>

maintenance of the Open Space  
- such other information as the Council may reasonably require to enable approval of the Open Space Scheme  
- a timetable for the laying out and provision of the Open Space by reference to occupation and completion of Dwellings on the Site submitted to and approved in writing by the Council

“Standard Terms”	in accordance with the reasonable requirements of the 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 Land 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 Council as follows:

1. OPEN SPACE

- 1.1 Not to Commence 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 layout and provide the Open Space in accordance with the Approved Open Space Scheme to the written satisfaction of the Council
- 2.2 Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Open Space Scheme and the planning conditions imposed by the Planning Permission
- 2.3 to thereafter 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
- 2.4 Not to Occupy more than 80% 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 Council; and
    - ii) the memorandum and articles of association and the form of transfer of the Open Space to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the 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 Council provided also that the maintenance contribution shall not be payable if the nominated body is the management company"

PROVIDED 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

## Part 2

### Council Obligations

The Council covenants with the Owner as follows:

- 2.1 The Council shall upon approval of the Open Space Scheme confirm the Nominated Body.
- 2.2 to pay the Open Space Maintenance Contribution to the Nominated Body within 28 days of receipt
- 2.3 to hold the Off-Site Open Space Contribution and/or the Green Infrastructure 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 Off-Site Open Space Contribution has not been committed (by way of contract or expenditure of the

monies) within 5 years of receipt to repay the unspent balances to the payer together with any interest accrued. In the event that the Green Infrastructure Contribution has not been committed (by way of contract or expenditure of the monies) to provide a footpath link to the Bure Valley Walk or towards other projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3 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 2020 (Index 334)

#### Contribution towards purchase of land

Land purchase					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£312	£63	£30	£742	<b>£1,147</b>
2 bed	£416	£84	£40	£990	<b>£1,529</b>
3 bed	£520	£105	£49	£1,237	<b>£1,911</b>
4 bed	£623	£126	£59	£1,484	<b>£2,293</b>
5 + bed	£727	£147	£69	£1,732	<b>£2,676</b>

#### Equipping of Off Site Open Space

Equipping					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£356	£110	£19	£531	<b>£1,016</b>
2 bed	£476	£147	£24	£708	<b>£1,355</b>
3 bed	£595	£183	£30	£884	<b>£1,692</b>
4 bed	£714	£220	£36	£1,061	<b>£2,031</b>
5+ bed	£834	£256	£42	£1,238	<b>£2,370</b>

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

Maintenance				
Property	Sports	Play	Green infrastructure	Total
1 bed	£375	£37	£313	<b>£725</b>
2 bed	£500	£51	£418	<b>£969</b>
3 bed	£623	£63	£522	<b>£1,209</b>



4 bed	£748	£75	£626	<b>£1,450</b>
5+ bed	£874	£89	£731	<b>£1,695</b>

Extract from Open Space Policies detailing the Area (Sq mtrs) required per dwelling for the provision of on-site Open Space

<b>Number of bedrooms</b>	<b>Children's play spaces m<sup>2</sup></b>	<b>Sports facilities m<sup>2</sup></b>	<b>Allotments m<sup>2</sup></b>	<b>Green Infrastructure m<sup>2</sup></b>
1 bed	5.1	25.2	2.4	60
2 bed	6.8	33.6	3.2	80
3 bed	8.5	42.0	4	100
4 bed	10.5	50.4	4.8	120
5+ bed	11.9	58.8	5.6	140

RAMS

### **SCHEDULE 3**

#### **District Council Monitoring Fee**

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

“District Council Monitoring Fee”	the sum of £1,348.00 [ONE THOUSAND THREE HUNDRED AND FORTY-EIGHT POUNDS] payable to the Council in respect of its duties and reasonable costs of monitoring performance each of the obligations owed to it in this Deed
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The Owner hereby covenants with the Council as follows:

1. **DISTRICT COUNCIL MONITORING FEE**

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

## **SCHEDULE 4**

### **Recreational Impact Avoidance and Mitigation Contribution**

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

**Recreational impact Avoidance and Mitigation Contribution Calculation:** the sum of £185.93 x the total number of new Dwellings proposed pursuant to the Planning 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 2022 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)

**Strategy:** Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021

#### **1. The Owner covenants with the Council as follows:**

- 1.1 Not to cause or permit Commencement of Development until the Recreational impact Avoidance and Mitigation Contribution has first been paid in full to the Council.

## **SCHEDULE 5**

### **Nutrient Mitigation**

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

“Septic Tank Upgrade”	the works secured under a Unilateral Undertaking to mitigate the impact of nitrogen and phosphorus discharges arising from the Occupation of the Development
“Septic Tank Upgrade Completion Notice”	A notice submitted by the Owner to confirm that each and every required Septic Tank Upgrade has been carried out and completed in accordance with the Unilateral Undertaking
“Septic Tank Upgrade Monitoring Fee”	the sum of £18,000 (EIGHTEEN THOUSAND POUNDS) payable to the Council in respect of its duties and reasonable costs of monitoring compliance with the Unilateral Undertakings
“Unilateral Undertaking”	a completed undertaking under either (or both) section 106 and 106A of the Act to secure planning obligations relating to a Septic Tank Upgrade

#### **1. The Owner covenants with the Council as follows:**

- 1.1 Not to Commence the Development unless and until the Septic Tank Upgrade Monitoring Fee has been paid to the Council.
- 1.2 Not to Occupy the Development unless and until:
  - 1.2.1 a Septic Tank Upgrade Completion Notice has been submitted to the Council; and
  - 1.2.2 the Council has approved the Septic Tank Upgrade Completion Notice; and
  - 1.2.3 the optional requirement for potential consumption of wholesome water by persons occupying that Dwelling of 110 litres per person per day, under part G of Schedule 1 and Regulation 36 of the Building Regulations 2010 as amended, has been complied with by design