

Dated 4th October 2024

BROADLAND DISTRICT COUNCIL

- AND -

ABEL HOMES LIMITED

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**
relating to land off Beech Avenue, Taverham

THIS DEED is dated 4th October

2024

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich, NR7 0WF (referred to as "the Council")
- (2) **ABEL HOMES LIMITED** of Neaton Business Park (North) Norwich Road, Watton, Thetford, Norfolk, IP25 6JB Company number 02087224 (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 NK510867 and held free from encumbrances.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended.
CIL Regulations	The Community Infrastructure Regulations 2010 as amended
Commencement	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

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 Demolition of existing buildings and erection of 25 Dwellings (Class C3), provision of car parking, hard and soft landscaping, creation of new pedestrian and vehicle access, provision of play space facilities and other associated works and allocated reference number 20211698

Plan	The plan attached to this Deed numbered TAV2/LP/001
Site	The land known as land on the north side of Ringland Road, Taverham, Norwich and registered at H M Land Registry under title number NK510867 shown edged red 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, 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 its 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 clauses 2, 6, 7, 8, and 9 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 covenant with the Owner to comply with their respective requirements contained in this Deed.
- 4.3 The Council covenant 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 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:

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

5.5.2 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.

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

5.7 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:

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

5.7.2 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

5.7.3 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.

5.8 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.

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"	63% Affordable Housing for Rent and 37% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion) and the dwelling types, location and size as set out in Part 3 of this Schedule
"Affordable Housing Provision"	the construction and provision of 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"	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; - full details of the design of the Affordable Dwellings - The identity of the Provider [or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity; <p>AND, where the parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision:</p> <ul style="list-style-type: none"> - 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 Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Affordable Housing for Rent; - such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme
"Affordable Housing for Rent"	<p>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</p>

	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 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 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
"Intermediate Housing"	one or more of Shared Ownership Housing, Shared Equity Housing, 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

	Council acting reasonably (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 and shall not exceed the local housing allowance for that area) as determined by the Council
"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
"Open Market Value"	Means the best price at which the sale of an interest in a Dwelling (other than an Affordable Dwelling) would have been completed unconditionally for cash consideration on the date of valuation assuming (i) a willing buyer and a willing seller, (ii) any restrictions imposed on a Dwelling by this deed are disregarded, (iii) there has been a reasonable period within which to negotiate the sale, (iv) the Dwelling has been freely exposed to the market, and (v) both the buyer and the seller acted knowledgeably, prudently and without compulsion.
"Phase1 and 2 Plan"	The attached plans marked "Phase 1 Plan and Phase 2 Plan"
"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



Deputy Monitoring Officer
Sinead Currey



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Abel Homes
Residential Development,
Beech Avenue, Taverham

Site Plan- Proposed Masterplan Roof

SCALE 1:1000

DATE	BY	REV
2019.03.22	8897	003

PLANNING
DATE 2019.03.22
REV 003

Legend

	Forest / Mature		Physical / Shared Street
	Open Space		Loose / Shared
	Existing Trees		Physical / Shared Street

Notes

- 1. The site is a greenfield site.
- 2. The site is a greenfield site.
- 3. The site is a greenfield site.

DO NOT SCALE FROM THIS DRAWING

ALL DIMENSIONS TO BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO CONSTRUCTION

		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 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
"Rent to Buy"		means Affordable Dwellings rented for a minimum period of five years at not more than 80 percent of market rent with an option to purchase for the existing tenant following that period.
"Shared Housing"	Equity	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 Housing"	Ownership	Dwellings purchased on a Shared Ownership Lease
"Shared Lease"	Ownership	<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"> - 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 - 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 Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the Homes England
"Social Dwellings"	Rented	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 Homes England or any subsequent replacement or where there is no such replacement at a rent determined by the Council

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.
- 1.4 Not to offer for sale any Intermediate Housing dwelling (other than a Shared Ownership Housing dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing dwellings
 - 1.4.1 On written request, to supply evidence of compliance with the obligations contained in this clause 1.4 to the Council
- 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

1.5A Not to Occupy the more than 75% Open Market Dwellings (shown on the Phase 2 Plan until the final two Affordable Dwellings on Phase 1 (shown on the Phase 1 Plan being plot numbers Plots 83 and 84 from Phase 1) have been completed and transferred to the approved Provider for that phase

1.6 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Connection Cascade)

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 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 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

Local Connection Cascade

1. Unless otherwise agreed in writing up to one third (or such other amount as the Council shall reasonably require) of the Affordable Housing for Rent shall be let on first occupation in accordance with the local lettings policy set out below:
 - a. first allocations shall be made to people living in the Taverham
 - b. If there is no suitable person in paragraph 1.a allocations will be made to people who work in the Parish of Taverham; and
 - c. If there are no suitable persons in paragraphs 1.a and 1.b allocations will be made to people who need to move to the Taverham to give/receive support to/from close family.
 - d. If there are no suitable persons in paragraph 1.a and/or 1.b and/or 1.c 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.

Administrative Procedure for Nominations

2. To grant to the Council nomination rights to 100% of the Affordable Housing for Rent AND FOR THE AVOIDANCE OF DOUBT on the first and subsequent letting of all Affordable Housing for Rent unless otherwise agreed in writing.

3. 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.

Part 3

Affordable Housing Mix Table

Plot number	Property Type	Tenure	Wheelchair Accessible	Adapted	Size M2
117	1 bedroom 2 person flat (Ground Floor)	Rent	Yes	Wet room	50
118	1 bedroom 2 person flat (First Floor)	Rent	No	No	50
096	3 bedroom 5 person house	Rent	No	No	95.8
097	3 bedroom 5 person house	Rent	No	No	95.8
098	4 bedroom 7 person house	Rent	No	No	124.1
115	2 bedroom 4 person flat (GFF)	Shared Ownership	No	No	71.7
116	2 bedroom 4 person flat (FFF)	Shared Ownership	No	No	70.8
095	3 bedroom 5 person house	Shared Ownership	No	No	95.8

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:

“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
“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 for the purposes of managing and maintaining the Open Space in perpetuity
“Nominated Body”	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

"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 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 Open Space Inflation Provision and applied towards the provision of Open Space in the Parish of Taverham and in the case of the Green Infrastructure Contribution to be used in line with the projects identified in the Council's Green Infrastructure Project Plan 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 Inflation Provision"	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)
"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 Open Space 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” 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:
- full details of the amount of sport, play, allotment and green infrastructure provision to be provided in line with the Open Space Policies
 - the extent, location and boundaries of the Open Space
 - 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 whether a Management Company is proposed as the Nominated Body
 - such other information as the Council may reasonably require to enable approval of the Open

Space Scheme

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 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 Occupation of 50% of the Dwellings

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 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 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 FURTHER PROVIDED THAT the Open Space Maintenance Contribution shall not be payable if the Nominated Body is the Management Company

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 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 5 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

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)

Purchase of Off Site Open Space

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

Equipping of Off Site Open Space

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

Maintenance of Off-Site and On-Site Open Space

Maintenance				
Property	Sports	Play	Green infrastructure	Total
1 bed	£375	£37	£313	£725
2 bed	£500	£51	£418	£969
3 bed	£623	£63	£522	£1,209
4 bed	£748	£75	£626	£1,450
5+ bed	£834	£89	£731	£1,695

Maintenance of Off-Site and On-Site Open Space – Over Provision

Maintenance			
	Children's play spaces m²	Sports facilities m²	Green Infrastructure m²
Over Provision	£7.25	£14.88	£5.22

Part 4

Extract from Open Space Policies detailing the cost per dwelling for the provision of on-site Open Space

Number of bedrooms	Children's play spaces m²	Sports facilities m²	Allotments m²	Green Infrastructure m²
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

Schedule 3

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 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.
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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
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Recreational impact Avoidance and Mitigation Contribution Inflation Provision:	The increase (if any) in the <i>Office for National Statistics Retail Price Index (All Items)</i> 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)
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Strategy:	Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021
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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 4

Monitoring Fee

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

“Monitoring Fee” means the sum of £1,348 payable to the Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed

The Owner covenants with the Council as follows:

1. **MONITORING FEE**


to pay the Monitoring Fee to the 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
Sinead Carey

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

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

)
)
)

Director: 

Director/Secretary: *T. G. [Signature]*