

Dated

31 MARCH

2026

Broadland District Council

-and-

Smith of Honingham (Developments) Limited

-and-

Smith of Honingham (Properties) Limited

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

relating to land to the east side of Fred Tuddenham Drive, Cawston, Norfolk

THIS DEED is dated

31 MARCH

2026

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich NR7 0WF ("**Council**")
- (2) **SMITH OF HONINGHAM (DEVELOPMENTS) LIMITED** (Co. Regn. No. 08535735) of Quarry Works, Dereham Road, Honingham, Norfolk NR9 5AP ("**First Owner**")
- (3) **SMITH OF HONINGHAM (PROPERTIES) LIMITED** (Co. Regn. No 08534697) of Quarry Works, Dereham Road, Honingham, Norfolk NR9 5AP ("**Second Owner**")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of this deed for the area within which the Site is located.
- (B) A planning application has been made to the Council for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (C) The First Owner owns the freehold of that part of the Site which is registered at the Land Registry under title number NK430320 and held free from encumbrances
- (D) The Second Owner owns the freehold of that part of the Site which is registered at the Land Registry under title number NK519805 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
Carer Building	A carer building built on the Site as part of the Development that is only to be Occupied by an employee

	of a Care Provider who provides Personal Care to Primary Residents
Commencement	<p>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:</p> <ol style="list-style-type: none"> a. site clearance including removal of hedging b. demolition c. archaeological investigations d. ground surveys e. removal of contamination or other adverse ground conditions f. erection of temporary fences and/or g. temporary display of site notices and/or advertisements <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Dwelling	A self-contained residential accommodation unit with associated facilities to be built on the Site as part of the Development designed and managed to meet the needs and aspirations of older people with a Personal Care need
Index Linked	Index linked from the date of this Deed until the date any payment referred to in this Deed is made, such index linking being equivalent to any change in the RICS Building Cost Information Service All In Tender Index published by the Office for National Statistics (or if such index ceases to be published, another index notified to the Owner by the Nominated Officer)
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 (including for the

avoidance of any doubt the Dwellings and Carer Building), for any purpose authorised by the Permission, but excluding occupation for the purposes of:

- a. construction
- b. internal and external refurbishment
- c. decoration
- d. fitting-out and/or
- e. marketing

and 'Occupy' and 'Occupier' will be construed accordingly

Owner	The First Owner and the Second Owner collectively
Permission	The planning permission to be granted by the Council for the erection of up to 20 No. assisted bungalows (C2 use), carer building (C2 use) & associated works and allocated reference number 20220192/O
Plan	The plan attached to this deed with reference 1566-CAM-XX-XX-DR-A-PL01
Site	The land known as land to the east side of Fred Tuddenham Drive, Cawston, Norfolk registered at H M Land Registry under title number NK430320 and NK519805 within the area shown edged red on the Plan
Trigger	The date of 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

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 and to the extent that any provision is not capable of being made pursuant to Section 106 of the Act it is made

pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 93 of the Local Government Act 2003 and any and all other enabling powers..

- 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 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 or Carer Building; 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, 5, 6, 7 and 8 which shall come into effect immediately on completion of this Deed and any obligation contained in this Deed which must be performed prior to Commencement of the Development which shall come into effect immediately on the grant of the Permission.

4. COVENANTS

- 4.1 The Owner covenants with the Council for itself and its 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 its obligations contained in this Deed.

5. USE OF CONTRIBUTIONS, INDEXATION AND INTEREST

- 5.1 Any 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 (subject to being Index Linked or increased in line with the Inflation Provision or Recreational Impact Avoidance and Mitigation Contribution Inflation Provision (as appropriate)).
- 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 or increased in line with the Inflation Provision or Recreational Impact Avoidance and Mitigation Contribution Inflation Provision (as appropriate).
- 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.
- 5.6.3 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 but shall continue to be held by the Council under the terms of this Deed 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.
- 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 or the part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest). For the avoidance of doubt, the reservation of any rights easements or the inclusion of any covenants or restrictions in any transfer shall not constitute an interest for the purposes of this clause.
- 6.2 The Owner confirms that it 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 Residents' Obligations which shall continue to be binding and enforceable against individual purchasers, owners, occupiers lessees or their mortgagees of Dwellings 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 purchase or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease; or
- 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 approved by the Council (acting in its absolute discretion).

- 6.11 This Deed is registrable as a local land charge.
- 6.12 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.
- 6.13 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this deed has been dated.
- 6.14 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.
- 6.15 A mortgagee with a charge over the Site created after the date of this Deed shall have no liability under this Deed unless the mortgagee becomes a successor in title or a mortgagee in possession of the Site or any part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owner (for the avoidance of doubt any person acquiring title to all or part of the Site as a result of the mortgagee enforcing its security will be bound by the terms of this Deed).

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 they become at any time unable or unwilling for any reason to proceed to discharge their functions. The fresh appointee is to be appointed in the manner prescribed in this clause.
- 7.3 The expert is to make their 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 or special 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 anticipated Triggers seven days in advance of each anticipated date, and the actual Triggers within seven days of each actual date.

8.3 If the Owner disposes of its interest in all or part of the Site it 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 PROVIDED THAT the Owner shall not be required to give such notice when disposing of any part of the Site to a statutory undertaker

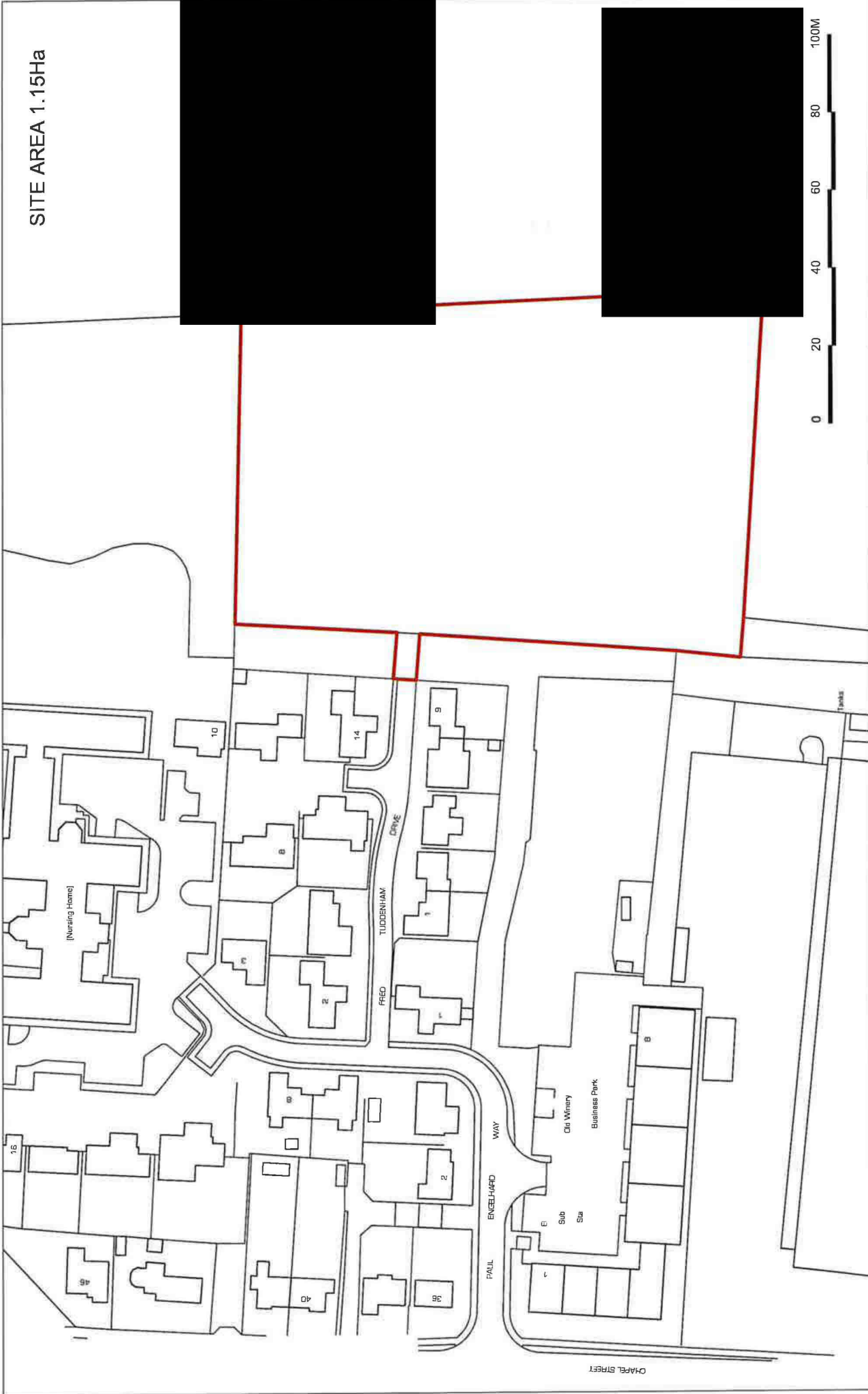
9. JURISDICTION

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

SCHEDULE 1

Plan

SITE AREA 1.15Ha



Date	Comments	By	Checked
18/01/2022	Planning Application	TN	EA

DISCLAIMER: This drawing must not be relied upon for any legal or financial purposes. It is provided for information only. The client is responsible for ensuring the accuracy of the information provided. CAM Architects Ltd. is not liable for any errors or omissions in this drawing.

Client: Smiths of Hemmingham (Developments) Ltd
Address: 100 Fred Tuddenham Drive, Cawston, NPT10 4FE
Scale: 1:1850 @ A4
 1:1850 @ A3

Project Details:
 Erection of 20 No Assisted, Bungalows (32 Uses)
 Career building (32 Uses) and Associated Works
Drawing Title: Site Location Plan
Drawing Number: 1556-CAM/XXX-XX-DBA-PL01

CAM ARCHITECTS
 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000

SCHEDULE 2

Extra Care

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

“Approved Care Package Scheme”	The Care Package Scheme as approved by the Council in writing pursuant to paragraph 1.1 of this Schedule
“Approved Lease”	The Lease as approved by the Council in writing pursuant to paragraph 1.3 of this Schedule including any amendment, revision or substitution approved by the Council in writing
“Care Package”	A package of care services comprising: <ul style="list-style-type: none">- 24 hour monitored emergency call system within each Dwelling providing access to specialist trained operatives;- Security measures, including controlled access to common areas and private areas through the use of lock systems and/or entry phones or other similar measures, CCTV cameras to the main entrance(s) and communal areas and adequate lighting to internal and external common areas;- Regular cleaning and management of communal areas;- A minimum of 4 hours of Personal Care per week;- A staffed reception/management suite and office to provide day to day assistance to all residents of the Development and to coordinate and organise the provision of Personal Care to each Primary Resident;- Periodic review of the Health Assessment which, subject to paragraph 7 of this Schedule shall be at no less than once per year
“Care Package Scheme”	A scheme outlining the provision of care services comprising the Care Package and such other information as the Council may reasonably require to enable approval of the Care Package Scheme
“Care Provider”	A care agency registered with the Care Quality Commission as approved by the Council in writing
“Care Quality Commission”	The executive non-departmental public body of the Department of Health and Social Care of the United Kingdom with responsibility for regulating monitoring and inspecting health and social care services in England or successor body
“Health Assessment”	a) An initial health questionnaire to be reviewed by an appropriately qualified person on behalf of the Owner; and b) Any further health assessment to be undertaken by the

Care Provider, if required, following a review of the health questionnaire at (a) above, to determine the level and type of Personal Care required by each Primary Resident, taking into account individual medical history, including a review of any current medication/treatment and/or recommendations and advice from a GP or consultant

“Lease” A form of lease for the letting of a Dwelling to a Primary Resident

“Personal Care” The provision to each Primary Resident of one or more of the following services to be delivered by the Care Provider:

- a) assistance with personal hygiene, including washing, shaving, toileting;
- b) assistance with dressing and undressing;
- c) assistance with getting in or out of bed;
- d) assistance with the planning and preparation of meals in order to support residents in maintaining a healthy diet;
- e) assistance with feeding and drinking;
- f) assistance with the ordering and collection of prescriptions, and ensuring the taking of prescribed medication;
- g) assistance with technology to facilitate internet shopping for home delivery for residents with impaired mobility and/or impaired sight, payment of bills, keeping in contact with family members, the pursuit of hobbies, and for organising social activities for residents;
- h) assistance with organising GP/hospital/consultancy visits for medical appointments including accompanying residents to visits and the provision of emotional and psychological support and physical care following any hospital discharge;
- i) collect and parking of vehicles within the Site for residents of impaired mobility in order to support mobility, activity levels, social interaction and to maintain independence;
- j) assistance to residents to enable them to access all facilities within the Development and any social activities either organised within the Development or off site, including accompanying any resident with impaired mobility to such facilities/activities and/or providing support to any resident who due to age or medical needs requires assistance to use or participate in such facilities/activities;
- k) assistance with arranging visitor access and overnight stays in order to maintain contact with family members and friends, and to encourage social interaction to maintain the mental wellbeing of residents and facilitate independent living;
- l) assistance for residents with impaired mobility or

medical needs or who may otherwise require such assistance due to age or ability with general household chores and errands including assistance with cleaning, laundry, the delivery and collection of post/parcels to maintain contact with family members and/or to pay bills and to facilitate independent living;

m) such other types of personal care as approved by the Council in writing (acting in its absolute discretion)

"Primary Resident"	The Occupier of a Dwelling, who: a) is in receipt of no less than 4 hours of Personal Care per week; and b) is aged 55 years or older; and the term 'Primary Residents' shall be construed accordingly
"Residents' Obligations"	The obligations upon the Owner individual purchasers, owners, occupiers, and lessees or their mortgagees of Dwellings set out at Part 2 of this Schedule
"Secondary Resident"	The spouse or partner of a Primary Resident Occupying a Dwelling

The Owner hereby covenants with the Council as follows :

Part 1

OCCUPATION:

1. Prior to first Occupation of any Dwelling or Carer Building:
 - 1.1 To submit in writing the Care Package Scheme to the Council for approval by the Nominated Officer;
 - 1.2 Where any Dwellings are to be Occupied under a lease from the Owner to submit in writing the Lease to the Council for approval by the Nominated Officer; and
 - 1.3 Not to Occupy any Dwelling until the Council has approved in writing the Care Package Scheme as the Approved Care Package Scheme and where any Dwellings are to be Occupied under a lease from the Owner the Lease as the Approved Lease.
2. From first Occupation of each Dwelling, the relevant Dwelling shall contain level access bathing/showering facilities, accessible doorways and internal circulation, higher level electrical sockets and emergency alarm systems with pull cords and

intercom facilities to facilitate and secure immediate response all in accordance with the requirements and to the satisfaction of the Care Quality Commission.

3. From first Occupation of each Dwelling and for the duration the relevant Dwelling is Occupied save where the Dwelling is occupied solely by a Secondary Resident following the death of their Primary Resident (in Occupation) the Primary Resident will be provided with no less than 4 hours of Personal Care per week.
4. For the lifetime of Occupation of the Site in accordance with the Permission:
 - 4.1 The care operations of the Development will be regulated by the Care Quality Commission;
 - 4.2 Subject to paragraphs 4.3 and 4.4 below, the Development shall not be Occupied otherwise than as an extra care residential institution in accordance with Class C2. 'Residential institutions' of Part C of Schedule 1 of The Town and Country Planning (Use Classes) Order 1987 or successor legislation;
 - 4.3 Each Dwelling shall not be Occupied otherwise than by a Primary Resident and their Secondary Resident or following the death of a Primary Resident (in Occupation), their Secondary Resident;
 - 4.4 Where a Dwelling is Occupied pursuant to a lease that Occupation shall only be by a Primary Resident and their Secondary Resident pursuant to a lease substantially in the form of the Approved Lease;
 - 4.5 Each Carer Building shall not be Occupied otherwise than by an employee of a Care Provider who provides Personal Care to Primary Residents; and
 - 4.6 Not to Occupy a Carer Building as a sole or main residence.
5. Where a Dwelling Occupied pursuant to a lease substantially in the form of the Approved Lease is vacated by its Primary Resident and is not Occupied by a Secondary Resident in accordance with paragraph 4.3 above, the remaining leasehold interest in the Dwelling must be first offered to the lessor at market rate and FOR THE AVOIDANCE OF DOUBT where the Owner acquires the leasehold interest to a Dwelling the Dwelling shall continue to be bound by the terms of this Deed.

HEALTH ASSESSMENT

6. Prior to Occupation of a Dwelling, each Primary Resident shall undertake a Health Assessment to identify their need for the Care Package and type of Personal Care and other support and assistance they may require.
7. The Health Assessment of each Primary Resident shall be reviewed and updated no less than once per year and more frequently if appropriate having regard to the health of the Primary Resident to determine the level and type of Personal Care and other support and assistance required by the Primary Resident.
8. To provide the Council with details of the number of Primary Residents in Occupation and the date of the Health Assessment undertaken for each Primary Resident and review thereof:
 - 8.1 Where in the reasonable opinion of the Council the review and update of a Primary Resident's Health Assessment is overdue, to procure a review and update of the Primary Resident's Health Assessment

CARE PACKAGE AND PERSONAL CARE

9. To provide that each Primary Resident purchases the Care Package on an annual basis for the period of their Occupation.
10. To provide each Primary Resident with a minimum of 4 hours of Personal Care per week under the Care Package purchased under paragraph 9 above having regard to their needs identified under their Health Assessment and if so required by that Primary Resident's Health Assessment is available 24 hours a day seven days a week.
11. Following review and update of a Primary Resident's Health Assessment, to provide such additional Personal Care and support and assistance as may be required by that Primary Resident beyond that which is provided by the Care Package purchased under paragraph 9 above, subject to;

- 11.1 The payment of additional fees by that Primary Resident on commercial terms to be agreed; and
- 11.2 The right of that Primary Resident to choose to procure such additional Personal Care and support from providers other than the Owner and the approved Care Provider.

CARE PROVIDER

12. Prior to first Occupation of any Dwelling or Carer Building:

- 12.1 To enter into a contractual relationship with a Care Provider to provide, either separately or in conjunction with the Owner, such elements of Personal Care as appropriate;
- 12.2 To maintain a record of each and every Care Provider with whom the Owner has entered into a contractual relationship with for the provision of Personal Care to Primary Residents;
- 12.3 To provide the record of Care Providers kept in accordance with paragraph 12.2 above to the Council within 7 days of written request.

Part 2

Residents' Obligations

RESIDENTS' OBLIGATIONS

13. A Dwelling shall not be Occupied otherwise than by a Primary Resident and their Secondary Resident or following the death of a Primary Resident (in Occupation), their Secondary Resident.
14. Where a Dwelling is Occupied pursuant to a lease, that Occupation shall only be by a Primary Resident and their Secondary Resident pursuant to a lease substantially in the form of the Approved Lease.
15. Where a Dwelling Occupied pursuant to a lease substantially in the form of the Approved Lease is vacated by its Primary Resident and is not Occupied by their

Secondary Resident in accordance with paragraph 4.3 above, the remaining leasehold interest in the Dwelling must be first offered to the lessor at market rate and FOR THE AVOIDANCE OF DOUBT where the Owner acquires the leasehold interest to a Dwelling the Dwelling shall continue to be bound by the terms of this Deed.

SCHEDULE 3

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:

"Inflation Provision"	The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)
"Green Infrastructure Contribution"	Means that part of the Off-Site Open Space Contribution and / or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as detailed in Part 3 of this Schedule
"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 Inflation Provision and applied towards the provision of Open Space serving the Development in the parish of Cawston
	and in the case of the Green Infrastructure Contribution 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 and Policy 3 of the Greater Norwich Local Plan
"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 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, and Policy 3 of the Greater Norwich Local Plan 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

The Owner hereby covenants with the Council as follows:

1. OPEN SPACE
- 1.1 To pay the Off-Site Open Space Contribution prior to first Occupation of any Dwelling or Carer Building

Part 2

Council Obligations

The Council covenants with the Owner as follows:

- 2.1 The Council shall hold any contribution received under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies or otherwise) within 10 years of receipt of the total amount of the relevant contribution to repay the unspent balance to the payer together with any interest accrued

Part 3

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

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

Part 4

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

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

SCHEDULE 4

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	A financial contribution to be applied towards the package of mitigation measures identified in the Strategy to be calculated as follows: A x B, where: A = the number of Dwellings and Carer Buildings proposed pursuant to the Permission B = £293.53 Such sum to be increased in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision
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 2024 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	The Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021 and the Avoidance and Mitigations Action Plan dated 2024

The Owner hereby covenants with the Council as follows:

1. To pay the Recreational Impact Avoidance and Mitigation Contribution to the Council prior to the Commencement of the Development.
2. Not to Commence the Development until the Recreational Impact Avoidance and Mitigation Contribution has been paid to the Council in full.

SCHEDULE 5

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:

“Council Fee”	Monitoring	the sum of £760.00 Index Linked payable to the Council in respect of the Council’s duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed
------------------	------------	---

The Owner hereby covenants with the Council as follows:

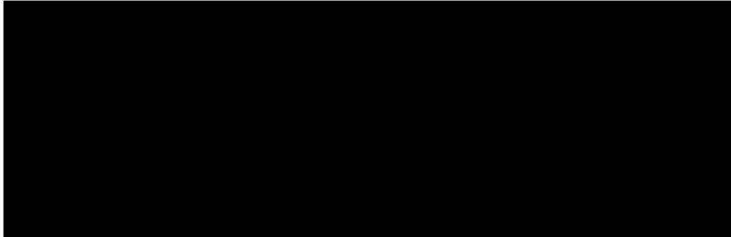
1. COUNCIL MONITORING FEE

- 1.1 To pay the Council Monitoring Fee to the Council prior to the Commencement of the Development.
- 1.2 Not to Commence the Development until the Council Monitoring Fee has been paid to the Council in full.

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

8791

THE COMMON SEAL OF Broadland District Council)
was affixed in the presence of:)



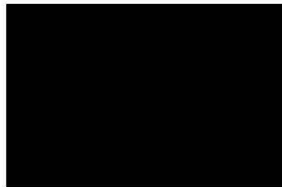
and
in accordance with the constitution of Broadland District Council

EXECUTED AS A DEED by
SMITH OF HONINGHAM (DEVELOPMENTS) LIMITED

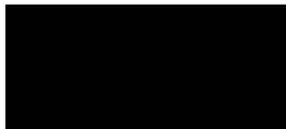


acting by a director in the presence of:

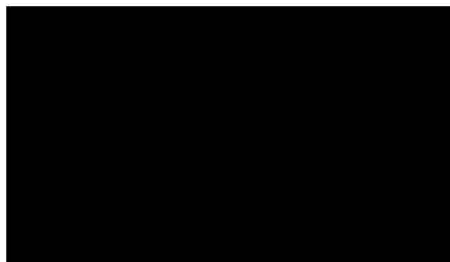
Signature of witness:



Printed name of witness:



Address of witness:



**EXECUTED AS A DEED by
SMITH OF HONINGHAM (PROPERTIES) LIMITED**



acting by a director in the presence of:

Signature of witness:



Printed name of witness:



Address of witness:

