

DATED 4th September 2024

BROADLAND DISTRICT COUNCIL

- and -

NORFOLK COUNTY COUNCIL

- and -

KATE ALICE PAUL

- and -

DAVID EDWARD BROWN

- and -

SAM JAMES WATKINSON

AGREEMENT
Under Section 106 of the
Town and Country Planning Act 1990

relating to land at Marriott's Park
Taverham
Norfolk

THIS DEED OF AGREEMENT ("**this Deed**") is made the
2024

4th day of September

BETWEEN:

- (1) BROADLAND DISTRICT COUNCIL of Horizon Building 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU ("**the Council**");
- (2) NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH ("**the County Council**"); and
- (3) KATE ALICE PAUL of Freston Lodge, Freston, Ipswich IP9 1AE and DAVID EDWARD BROWN of Broomsthorpe Hall, Broomsthorpe, King's Lynn PE31 6TQ and SAM JAMES WATKINSON of Cobblers, Mapledrakes Road, Ewhurst, Cranleigh GU6 7QW ("**the Owner**")
together "**the Parties**"

RECITALS

- (1) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (2) The Owner is the freehold owner of the Site as registered at H M Land Registry under title numbers NK295225 NK263357 NK342127 NK263356 and NK394243.
- (3) The County Council is a local planning authority for the purposes of the Act and the local highway authority and the education authority for the area in which the Site is situated.
- (4) M Scott Properties Limited (Company number 06640042) has submitted the Application to the Council and the Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	The Town and Country Planning Act 1990 as amended
"Allotments Plan"	means the plan marked "Allotments Agreed Works and Specification" drawing no P22-0643_003A attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Application"	The application dated 30 October 2021 for Outline planning permission with all matters reserved except vehicular access (1 access onto Fir Covert Road, 1 access onto Reepham Road and link road between Fir Covert Road and Reepham Road) for: residential development of up to 1530 units, including specialist care units (Class C2 / C3); land for a primary school (Class F1 (a)); land for a local medical / community centre (Class C2, E & F); a local centre (Class E - commercial, business and service; Class F2 – local community; and sui generis uses - launderettes, betting office/shops, public house, wine bars, or drinking establishments, drinking establishments with expanded food provision, hot food takeaways); together with formal and informal open space, including allotments and

	MUGA; associated infrastructure and landscaping; and diversion of footpath/cycleway adjacent to site's North Western boundary in accordance with the plans and particulars submitted to the Council and allocated reference number 20220455
"Commencement of Development"	The date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than operations consisting of site clearance, demolition work, archaeological investigations or investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and/or construction of the Spine Road and "Commence" and "Commenced" shall be construed accordingly
"Contributions"	Any payment of money to either the Council or the County Council other than a contribution related to legal costs, monitoring costs or maintenance costs
"Development"	The development of the Site pursuant to the Planning Permission
"Dwelling"	Any residential unit to be constructed on the Site pursuant to the Planning Permission as part of the Development whether an Affordable Dwelling or an Open Market Dwelling but excluding any of the Extra Care Units
"Ecological Mitigation Land Plan"	The plan marked "Ecological Mitigation Area Agreed Works and Specification" drawing no P22-

	0643_009 Rev B attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Extra Care Units"	The self-contained residential accommodation and associated facilities to be delivered on the Extra Care Land designed and managed to meet the needs and aspirations of older people who satisfy the Extra Care Units Criteria and who have a planned care and support need and who will have 24 hour access to on-site staff for emergency support of unplanned needs (unless otherwise agreed in writing with the Council from time to time)
"Extra Care Units Criteria"	<p>Unless otherwise agreed in writing with the Council means</p> <p>(i) aged over 55; and</p> <p>(ii) in receipt of or has been recently recognised and requiring not less than 4 hours of planned care and support per week</p> <p>PROVIDED THAT criterion (ii) shall not apply in respect of Extra Care Units which are Open Market Dwellings or Intermediate Housing tenure providing that the owners / occupiers of those dwellings pay for the provision of 24 hour access to on-site staff for emergency support of unplanned care needs and in the event of requiring long-term care they have access to planned care and support</p>
"Extra Care Land"	the land outlined in blue on the Extra Care Units Plan
"Extra Care Units Plan"	the plan marked "Extra Care Units Agreed Works and Specification" drawing no P22-0643_004 Rev B

	which is attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time) specifying that the Extra Care Units will comprise a 90 unit Extra Care Units scheme together with 35 Independent Living bungalows or otherwise agreed in writing with the Council
"Health and Community Hub Plan"	The plan marked "Health / Community Hub Agreed Works and Specification" drawing no P22-0643_006 Rev C attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Hinks Meadow Plan"	The plan marked "Hinks Meadow Agreed Works and Specification" drawing no P22-0643_001 Rev B attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Infrastructure Plan"	The plan marked "Infrastructure Plan" drawing no P22-0643_010 Rev B attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Marriott's Way Surfacing Works Plan"	the plan marked "Marriott's Way Surfacing Works" drawing no P22-0643_012 which is attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Master Plan"	The plan submitted with the Application marked "Illustrative Framework Plan" drawing no MAR-

	BAC-ZZ-ZZ-DR-A-01012-D which is attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Occupation"	Occupation of any building or part of the Site as a Dwelling or for any purposes authorised by the Planning Permission but excluding occupation for the purposes of construction decoration fitting-out marketing or any other activity preparatory to the use of the Site for the purposes as authorised by the Planning Permission and the words "Occupy and Occupied" shall be construed accordingly
"Open Market Dwellings"	any dwelling constructed as part of the Development which is not an Affordable Dwelling and the expression " Open Market Dwelling " shall be construed accordingly
"Phase"	A phase of the Development as shown on the Phasing Plan
"Phasing Plan"	the plan marked "Phasing Plan" which is attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Plans"	The plans attached to this Deed at the First Schedule
"Planning Permission"	The planning permission to be granted subject to conditions by the Council or on appeal to the

	Secretary of State (or the successor in title to his statutory functions) pursuant to the Application or such other variation or change which the Council may agree consequent upon any application under section 73 or 96A of the Act
"Primary School Area Plan"	the plan marked "2FE Primary School Agreed Works and Specification" drawing no P22-0643_005 Rev B which is attached to this Deed at the First Schedule (or such other plan as may be agreed in writing with the Council from time to time)
"Reserved Matters"	Means the application or applications submitted for approval of reserved matters pursuant to that part of the Planning Permission relating to outline planning permission for up to 1530 Dwellings and those other matters referred to in the Application
"S106 Site Plan"	The plan marked "Plan 011- Legal Plan Boundaries Marriott's Park Taverham" which is attached to this Deed at the First Schedule
"Secretary of State"	The Secretary of State or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the Act
"Serviced Site"	Means the site in question being provided with such of the Services access and easements which are reasonably required to enable it to be used for its intended purpose as shown on the relevant serviced plans relating to each Serviced Site

"Services"	Means any pipes wires cables ducts conduits drains sewers for the conduct of gas water electricity foul and surface water telephones and telecommunications and any other plant and equipment relating thereto or required therefore or any other services of a statutory undertaker or utility company (including adoption of such service where relevant except in respect of the Community Health Hub Land) and all for the purposes to which the Serviced Site is intended to be used and as shown on the relevant serviced parcel plans and "Serviced" shall be interpreted accordingly
"Site"	The land known as Land at Marriott's Park Taverham, Norfolk shown edged red on the S106 Site Plan against which this Deed may be enforced
"Spine Road"	The road and other works shown coloured green and purple on the Infrastructure Plan

2. CONSTRUCTION OF THE DEED

- 2.1 Where in this Deed reference is made to any clause paragraph schedule or recital such reference unless the context otherwise requires is a reference to a clause paragraph schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless an express provision indicates otherwise
- 2.5 A reference to an Act of Parliament shall include any later modification extension or re-enactment of that Act of Parliament and shall include all statutory instruments orders and regulations made under that Act of Parliament or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any persons deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 2.7 Any approval consent certification direction or permission required to be given by the Council or the County Council shall not be unreasonably withheld or delayed.
- 2.8 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and in so far as any provision contained herein is not a planning obligation it is made pursuant to section 111 of the Local Government Act 1972 and all other enabling powers.
- 3.2 The covenants restrictions and requirements contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council and the County Council.

3.3 This Deed is conditional upon:

3.3.1 The grant of the Planning Permission; and

3.3.2 The Commencement of Development.

4. COVENANTS

4.1 With effect from Commencement of the Development the Owner covenants with the Council and the County Council to comply with the obligations and restrictions contained in this Deed and particularly and without prejudice to the generality of the foregoing with the Council as to the obligations and restrictions contained in the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Fifteenth Schedules to this Deed and with the County Council as to the obligations and restrictions contained in the Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth Schedules to this Deed.

4.2 The Owner further covenants that they are the freehold owners of the Site and have full power to enter into this Deed and that the Site is free from mortgages charges or other encumbrances other than those registered against title numbers NK295225 NK263357 NK342127 NK263356 and NK394243 and there is no person having any interest in the Site other than as notified in writing to the Councils or the County Councils solicitors prior to the date hereof.

4.3 The Council covenants to comply with the obligations and restrictions contained within the Ninth Schedule to this Deed.

4.4 The County Council covenants to comply with the obligations and restrictions contained within the Tenth Schedule to this Deed.

5. **LIABILITY**

- 5.1 No person shall be liable for any breach or non-performance of the covenants contained herein in respect of the whole or any part of the Site in which they no longer have a legal interest save in respect of any prior subsisting breach.
- 5.2 The Council and the County Council shall not be liable to any person under this Deed after that person has parted with all interest in the Site save in respect of any liability arising prior thereto.
- 5.3 Subject to clause 5.5 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any renewal thereof or any reserved matters approval with respect thereto) granted after the date of this Deed in respect of which development this Deed will not apply.
- 5.4 Save for the obligations contained in the Second Schedule which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Housing Units subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 5.4.1 individual purchasers or lessees of Dwellings or Extra Care Units constructed on the Site pursuant to the Planning 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 Living Well Unit or has entered into a binding contract for such purchase or lease;
- 5.4.2 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 services (included but not limited to electricity gas water and/or

telecommunications) or highways in connection with the Development of the Site.

- 5.5 In the event of the Planning Permission being quashed revoked or withdrawn before the Commencement of Development or expiring and not being renewed without the Development having been Commenced or in the event of the revocation of the Planning Permission the obligations under this Deed shall cease absolutely BUT FOR THE AVOIDANCE OF DOUBT where permission is issued pursuant to an application under section 73 of the Act this Deed shall continue in full force and effect subject to and in accordance with the provisions contained herein AND PROVIDED THAT in the event that upon receipt of an application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations
- 5.6 In the event of determination of this Deed under Clause 5.5 above the Council shall upon request procure that any entry referring to this Deed in the Register of Local Land Charges shall be removed.
- 5.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed which shall continue in full force and effect.
- 5.8 No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Owner or their successors in title in performing or observing any of its obligations under this Deed shall constitute a continuing waiver or prevent the Council or the County Council from enforcing those obligations or from acting upon any subsequent breach or default.

6. DISPUTES

6.1 Wherever there is a dispute between the Parties arising from the terms of this Deed which shall not be resolved within two (2) months of any of the Parties having notified the others that any such dispute exists then any of the Parties may require the dispute to be determined by a professional person having at least ten (10) years professional standing in a relevant professional discipline ("the Professional") which Professional shall be agreed between the Parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors and:

6.1.1 the Professional shall act as an expert;

6.1.2 the Professional shall afford the Parties to the dispute an opportunity promptly to make representations in writing and if they so direct to make submissions on one another's representations;

6.1.3 the Professional shall be able to stipulate periods of time for the making of such submissions and representations;

6.1.4 the Professional shall be bound to have regard to the said submissions and representations;

6.1.5 the Professional shall have the power to award the costs of the determination in favour of any of the Parties at the expense of any other Party in the event that the Professional shall consider that the said other Party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;

6.1.6 the Professional shall be limited in his findings to the determination of the dispute put by any Party;

6.1.7 the findings of the Professional shall save in the case of manifest material error be final and binding on the Parties save that the Parties retain the right to refer to the Courts on a matter of law; and

6.1.8 the Professional shall be required to issue his decision as soon as reasonably practicable.

6.2 If for any reason the Professional shall fail to make a decision and give notice thereof within two (2) months of the deadline for submissions and representations given by the Professional in clause 6.1.3 above any of the Parties may apply to the President or the Vice President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary.

6.3 Nothing in this clause 6 shall be taken to fetter the ability of the Council or the County Council to carry out their statutory functions as local planning authority with powers to enforce breaches of planning control arising from any breach of any of the obligations entered into by the Owner in this Deed or any other planning breach in respect of the Site.

6.4 No party shall be obliged by virtue of this clause 6 to engage in the resolution envisaged by this clause 6 where the issue relates to the non-payment of financial contributions.

6.5 Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

6.6 The Parties shall comply in full with any award decision or direction made by the Professional including any as to costs.

7. LATE PAYMENTS

- 7.1 The contributions are a debt due to the Council and the County Council and are recoverable by action by the Council and the County Council.
- 7.2 If any payment of any sum referred to in this Deed shall have become due from the Owner to the Council or the County Council but shall remain unpaid for a period exceeding twenty eight (28) days, the Owner shall pay on demand to the Council or the County Council as appropriate interest thereon (at a rate of four (4) percent above the base rate of National Westminster Bank Plc from time to time in force) until payment of the outstanding sum has been paid.

8. MISCELLANEOUS

- 8.1 Immediately on completion of this Deed the Owner shall pay the Council's and the County Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed.
- 8.2 The Owner shall permit the Council and the County Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising pursuant to this Deed has been performed or observed.
- 8.3 In the event that the Owner disposes of its interest in the Site or any part thereof it shall within twenty eight (28) days of such disposal give written notice of the name and address of its successors in title to the Council and the County Council together with sufficient details of the part of the Site included in the disposal to allow its identification PROVIDED THAT this obligation shall not apply to the disposal of individual Dwellings or the disposal of any part(s) of the Site to a statutory undertaker or service

company for the purposes of providing Services to/from the Development on the Site.

- 8.4 The Owner agrees to give the Council and the County Council notice in writing no later than twenty eight (28) days prior to the date of anticipated Commencement of Development, first Occupation of the Development and the reaching of any other Occupation, Commencement or Completion threshold or trigger relating to the obligations contained in this Deed PROVIDED THAT default in giving the requisite notice shall not prevent Commencement of Development occurring or the triggering of obligations contained herein.
- 8.5 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 8.6 Any money from time to time held by the Council or the County Council in respect of any payment made to the Council or the County Council by the Owner under the provisions of this Deed will in any event become the absolute property of the Council or the County Council and will not be subject to return by the Council or the County Council to the party who made that payment if that party:
- 8.6.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
 - 8.6.2 passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or
 - 8.6.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed.
- 8.7 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.

- 8.8 Subject to Clause 2.6 above no provisions of this Deed shall be construed as creating any rights enforceable by a third party other than Taverham Parish Council and only in relation to matters where an obligation is owed to it as defined by the Contracts (Rights of Third Parties) Act 1999 and any third party rights as may be implied by law or are deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law.
- 8.9 Save as provided for below any notice or communication to be given pursuant to this Deed shall be in writing and shall either be delivered personally or sent by registered post or recorded delivery service. The address for service on the Parties shall be those stated in this Deed or such other address in England for service as the Party to be served may have previously notified the other Parties in writing.
- 8.10 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. 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.
- 8.11 Nothing in this Deed shall prevent the Owner from complying with any obligation herein prior to the specified trigger point by which that obligation must be complied with and for the avoidance of doubt the Owner may (entirely at their own discretion) pay any financial contribution due pursuant to this Deed to the Council, County Council or other relevant body (as applicable) earlier than the specified trigger point

and the Council and County Council shall at all times act reasonably in accepting, acknowledging and/or facilitating the receipt of such payment.

8.12 This Deed shall be registered as a local land charge by the Council.

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

FIRST SCHEDULE

the Plan(s)

Master Plan

Phasing Plan

S106 Site Plan

Hinks Meadow Plan

Allotments Plan

Extra Care Units Plan

Health and Community Hub Plan

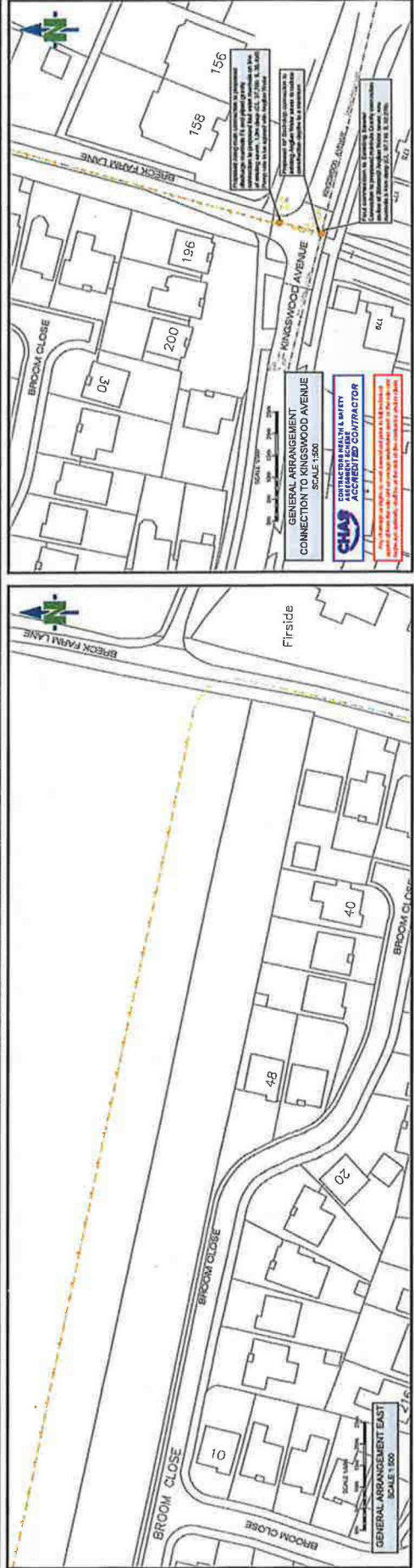
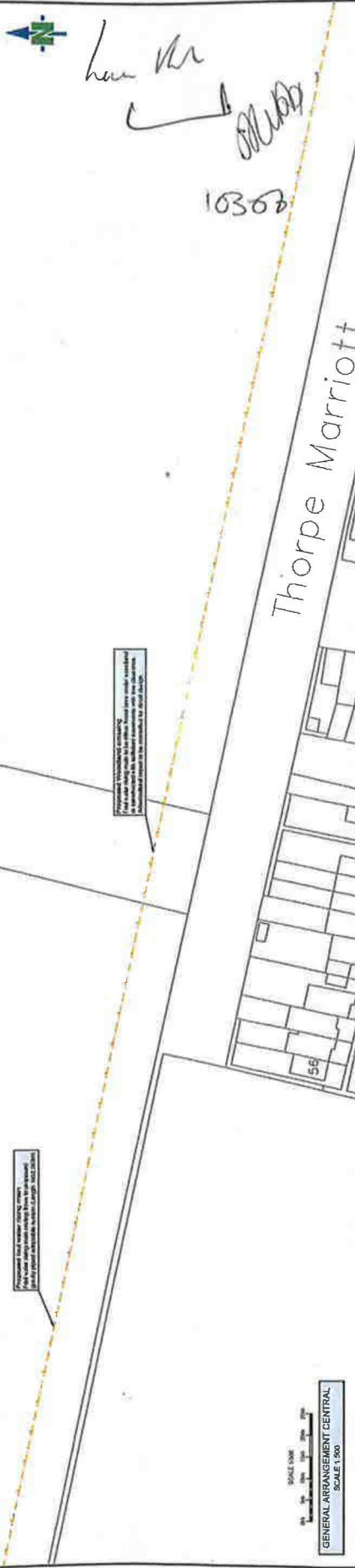
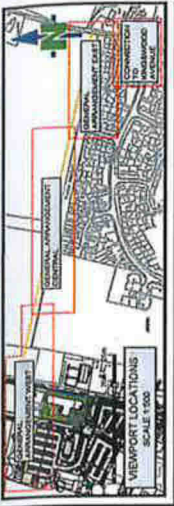
Primary School Area Plan

Ecological Mitigation Land Plan

Infrastructure Plan

Marriott's Way Surfacing Works Plan

GENERAL ARRANGEMENT WEST



1. The site is located within the Kingswood Urban Extension, which is a designated area for development. The site is bounded to the north by the Kingswood Road, to the south by the Kingswood Avenue, to the east by the Kingswood Road, and to the west by the Kingswood Road.

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SCOTT PROPERTIES

GARDEN CENTRE FOR COVERT ROAD
TUNBRIDGE WELLS
PUMPING STATION AND RISING MAIN
GENERAL ARRANGEMENT
FOR PLANNING

ASD CONSULTANTS
1400 Commercial Road
Tunbridge Wells TN11 9JL
Tel: 01892 527000
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Email: info@asd.co.uk
Website: www.asd.co.uk

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1990-1991	1992-1993	1994-1995	1996-1997	1998-1999	2000-2001	2002-2003	2004-2005	2006-2007	2008-2009	2010-2011	2012-2013	2014-2015	2016-2017	2018-2019	2020-2021	2022-2023	2024-2025	2026-2027	2028-2029	2030-2031	2032-2033	2034-2035	2036-2037	2038-2039	2040-2041	2042-2043	2044-2045	2046-2047	2048-2049	2050-2051	2052-2053	2054-2055	2056-2057	2058-2059	2060-2061	2062-2063	2064-2065	2066-2067	2068-2069	2070-2071	2072-2073	2074-2075	2076-2077	2078-2079	2080-2081	2082-2083	2084-2085	2086-2087	2088-2089	2090-2091	2092-2093	2094-2095	2096-2097	2098-2099	2100-2101	2102-2103	2104-2105	2106-2107	2108-2109	2110-2111	2112-2113	2114-2115	2116-2117	2118-2119	2120-2121	2122-2123	2124-2125	2126-2127	2128-2129	2130-2131	2132-2133	2134-2135	2136-2137	2138-2139	2140-2141	2142-2143	2144-2145	2146-2147	2148-2149	2150-2151	2152-2153	2154-2155	2156-2157	2158-2159	2160-2161	2162-2163	2164-2165	2166-2167	2168-2169	2170-2171	2172-2173	2174-2175	2176-2177	2178-2179	2180-2181	2182-2183	2184-2185	2186-2187	2188-2189	2190-2191	2192-2193	2194-2195	2196-2197	2198-2199	2200-2201	2202-2203	2204-2205	2206-2207	2208-2209	2210-2211	2212-2213	2214-2215	2216-2217	2218-2219	2220-2221	2222-2223	2224-2225	2226-2227	2228-2229	2230-2231	2232-2233	2234-2235	2236-2237	2238-2239	2240-2241	2242-2243	2244-2245	2246-2247	2248-2249	2250-2251	2252-2253	2254-2255	2256-2257	2258-2259	2260-2261	2262-2263	2264-2265	2266-2267	2268-2269	2270-2271	2272-2273	2274-2275	2276-2277	2278-2279	2280-2281	2282-2283	2284-2285	2286-2287	2288-2289	2290-2291	2292-2293	2294-2295	2296-2297	2298-2299	2300-2301	2302-2303	2304-2305	2306-2307	2308-2309	2310-2311	2312-2313	2314-2315	2316-2317	2318-2319	2320-2321	2322-2323	2324-2325	2326-2327	2328-2329	2330-2331	2332-2333	2334-2335	2336-2337	2338-2339	2340-2341	2342-2343	2344-2345	2346-2347	2348-2349	2350-2351	2352-2353	2354-2355	2356-2357	2358-2359	2360-2361	2362-2363	2364-2365	2366-2367	2368-2369	2370-2371	2372-2373	2374-2375	2376-2377	2378-2379	2380-2381	2382-2383	2384-2385	2386-2387	2388-2389	2390-2391	2392-2393	2394-2395	2396-2397	2398-2399	2400-2401	2402-2403	2404-2405	2406-2407	2408-2409	2410-2411	2412-2413	2414-2415	2416-2417	2418-2419	2420-2421	2422-2423	2424-2425	2426-2427	2428-2429	2430-2431	2432-2433	2434-2435	2436-2437	2438-2439	2440-2441	2442-2443	2444-2445	2446-2447	2448-2449	2450-2451	2452-2453	2454-2455	2456-2457	2458-2459	2460-2461	2462-2463	2464-2465	2466-2467	2468-2469	2470-2471	2472-2473	2474-2475	2476-2477	2478-2479	2480-2481	2482-2483	2484-2485	2486-2487	2488-2489	2490-2491	2492-2493	2494-2495	2496-2497	2498-2499	2500-2501	2502-2503	2504-2505	2506-2507	2508-2509	2510-2511	2512-2513	2514-2515	2516-2517	2518-2519	2520-2521	2522-2523	2524-2525	2526-2527	2528-2529	2530-2531	2532-2533	2534-
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Labels on labels complying with E.A.I. must UNITE Special Drynet 1
place of business, construction is permitted

1

[illegible]

Slater

Normal Natural Occurrence of Landscape Element (m ²)	Minimum Natural Record Dimension of Landscape (m ²)
Less than 25%	1250
25% - 45%	1750
50% - 70%	1940
75% - 90%	1920
Greater than 90%	Plot diameter + 300

All papers entering the business of the magazine to have a profile level.

1

003.A - Allotments Agreed Works and Specification Marriott's Park, Taverham

*have the
caddy*

10306

RESIDENTIAL

Breck Farm

BRECK FARM LANE

Pond

31.3m

Breck I

RESIDENTIAL

BLUE LINE AREA
1.06ha (2.61 acres)

GATED VEHICULAR
ACCESS

12 CAR PARKING
SPACES

RESIDENTIAL

Firside

Oaktree

Specification proposed allotments

- Parking - Type 1 with gravel parking area (12 spaces) in reinforced membrane grid;
- Fencing - 1.8m weldmesh in green, anti-climb S1.1-SR1 or similar approved with double gate for vehicular access plus pedestrian gate with combination locks;
- Services - Electric and water supply at convenient point within fenced area;
- Ground - Topsoil to be fertile with maximum 35% clay content and 5% minimum organic content. Soil that is re-used to be ameliorated and decompacted. Organic layer to be 500mm thick;
- Trees - espalier and cordon fruit trees (pears, apples and plums) to be planted around the perimeter of the allotment site; and
- Crossover - Tarmacadam finish to highways specification.

MARCH 2023

Revision | Date | Drawn by | Checked by

PEGASUS
GROUP

MARRIOTT'S PARK, TAVERHAM | ALLOTMENTS AGREED WORKS AND SPECIFICATION

TRANSMISSION BY: 001 | APPROVED BY: J11 DATE: October 2021 | SCALE: 1:500 (A1) DRAWING: 003.A | REV: 1 | C:\P\03\003.A\003.A.DWG

004 - Extra Care Units Agreed Works and Specification Marriott's Park, Taverham

*have the
Ct Club?*



16306

Specification for Extra Care Units

- Electric - Care Home 400kVA supply up to site boundary
- Electric - Bungalows, 2.86kVA per 1 bed unit, 3kVA per 2 bed unit, supply up to site boundary
- Water supply 63mm up to site boundary
- Fibre to the Premises - Up to site boundary location to be agreed
- Foul Sewer - connection up to site boundary
- Surface water strategy - on plot soakage
- Noise mitigation to northern boundary of High Breck Farm bungalow.
- Mitigation measures to be agreed.
 - And/or an acoustic fence between points A-B or soundproof enclosure to compressor.

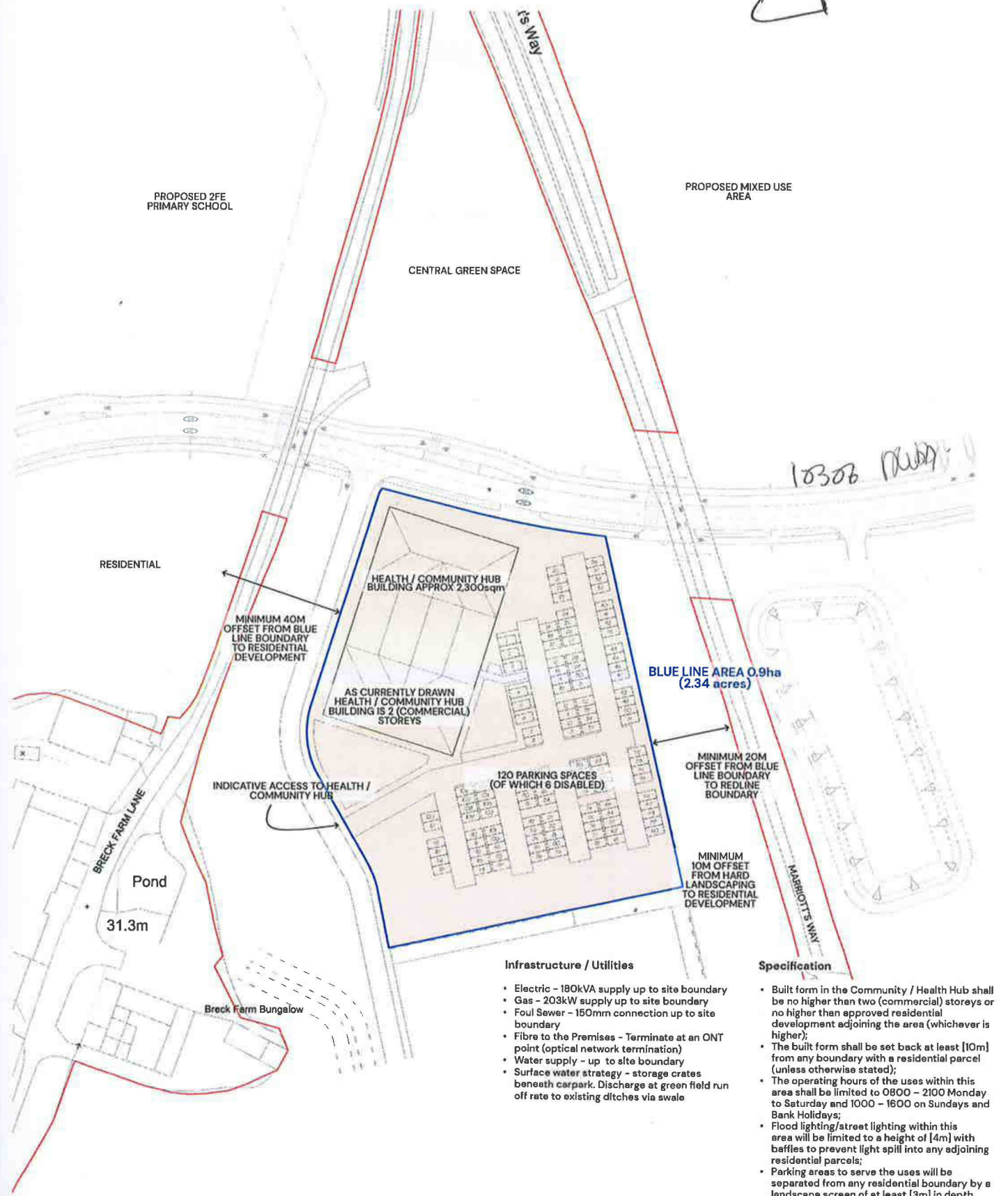
OCTOBER 2022

Revision	Date	Drawn by	Checked by
A - Red line amendment	22/08/22	BB	JAB
B - Spine road amendment	06/10/21	BB	JAB



006 - Health / Community Hub Works and Specification
Marriott's Park, Taverham

Lower the
C



Infrastructure / Utilities

- Electric - 180kVA supply up to site boundary
- Gas - 203kW supply up to site boundary
- Foul Sewer - 150mm connection up to site boundary
- Fibre to the Premises - Terminate at an ONT point (optical network termination)
- Water supply - up to site boundary
- Surface water strategy - storage crates beneath carpark. Discharge at green field run off rate to existing ditches via swale

Specification

- Built form in the Community / Health Hub shall be no higher than two (commercial) storeys or no higher than approved residential development adjoining the area (whichever is higher);
- The built form shall be set back at least [10m] from any boundary with a residential parcel (unless otherwise stated);
- The operating hours of the uses within this area shall be limited to 0800 - 2100 Monday to Saturday and 1000 - 1600 on Sundays and Bank Holidays;
- Flood lighting/street lighting within this area will be limited to a height of [4m] with baffles to prevent light spill into any adjoining residential parcels;
- Parking areas to serve the uses will be separated from any residential boundary by a landscape screen of at least [3m] in depth and must be provided in an area that can be secured by lockable gates outside of the operating hours of the uses; and
- The uses must not include any external sound equipment.

NOTE:

INDICATIVE LAYOUT, ALL WORKS WITHIN THE BLUE LINE TO BE CONTRACTED BY SOUTH NORFOLK AND BROADLAND DISTRICT COUNCIL

OCTOBER 2022

Revision	Date	Drawn by	Checked by
A - Red line amendment	22/10/22	BB	JGB
B - Site plan amendment	06/12/22	BB	JGB
C - Client comments	09/01/24	BB	JGB



how the
C
Ally.

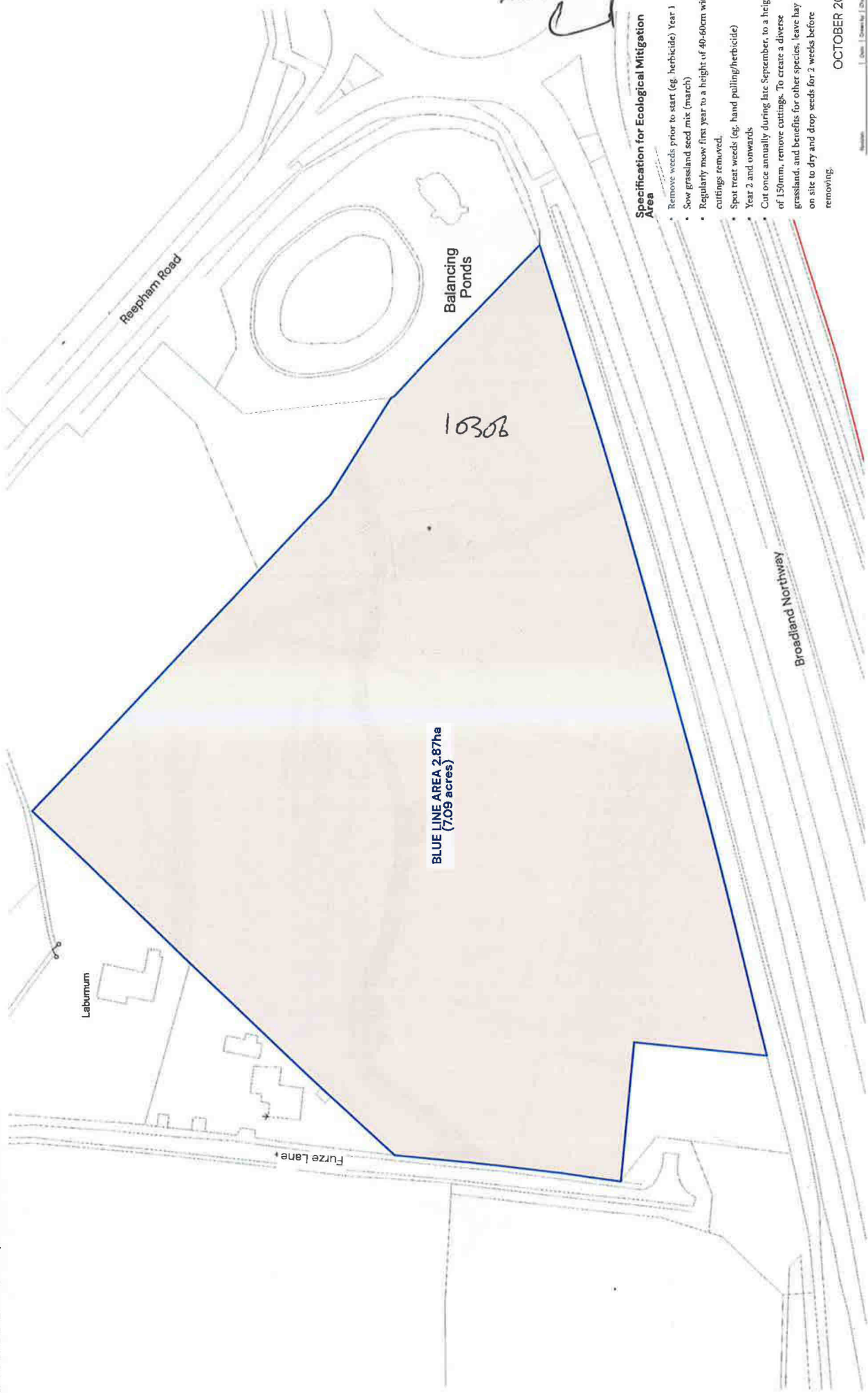


- Electric – 415kVA supply up to site boundary
- Water supply - up to site boundary
- Fibre to the Premises - Up to site boundary location to be agreed
- Foul sewer – connection up to site boundary
- Surface water strategy – on plot soakage

OCTOBER 2022

Section	Date	Priority	Checked
A - Red line amendment	220822	BB	J58
B - Spina road amendment	061027	BB	J58

009 – Ecological Mitigation Area Agreed Works and Specification Marriott's Park, Taverham



Specification for Ecological Mitigation Area

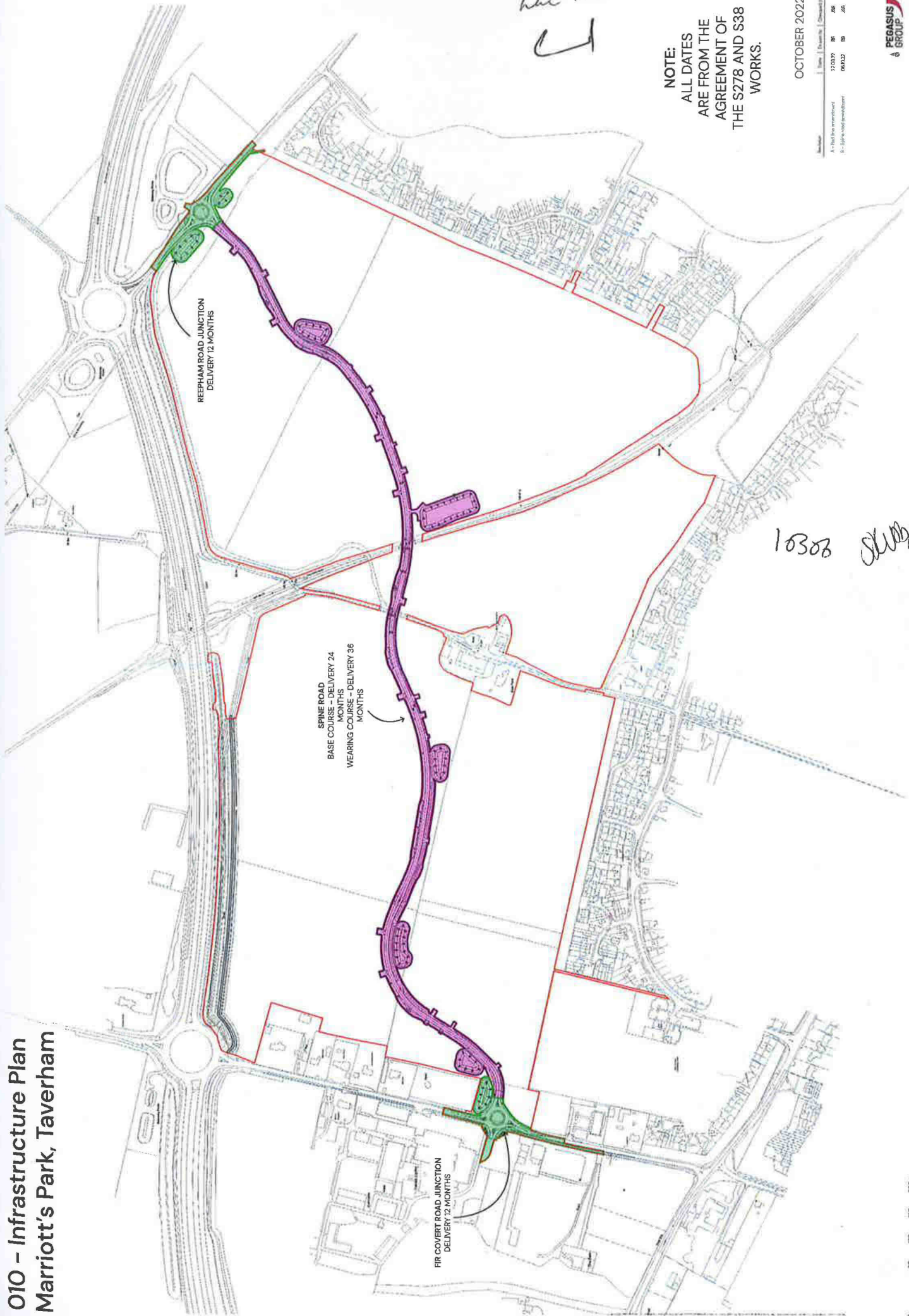
- Remove weeds prior to start (eg. herbicide) Year 1
- Sow grassland seed mix (march)
- Regularly mow first year to a height of 40-60cm with cuttings removed.
- Spot treat weeds (eg. hand pulling/herbicide)
- Year 2 and onwards
- Cut once annually during late September to a height of 150mm, remove cuttings. To create a diverse grassland, and benefits for other species, leave hay on site to dry and drop seeds for 2 weeks before removing

OCTOBER 2022

Revision	Date	Drawn by	Checked by
1	24/02/22	MM	JMB
2	06/03/22	MM	JMB

PEGASUS GROUP

O10 – Infrastructure Plan Marriott's Park, Taverham



See Mr
C

NOTE:
ALL DATES
ARE FROM THE
AGREEMENT OF
THE S278 AND S38
WORKS.

OCTOBER 2022

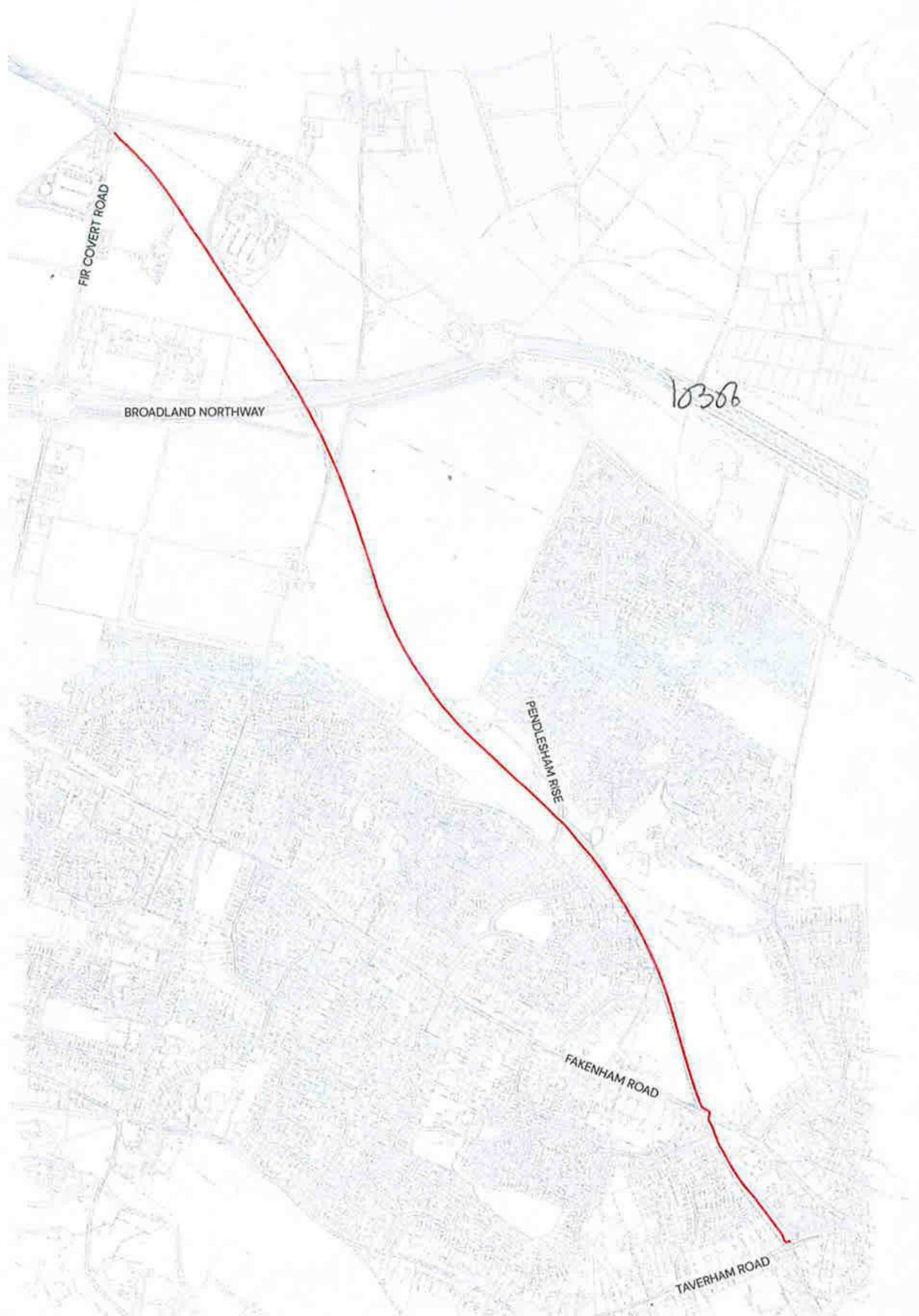
Item	Quantity	Unit
A - Road base reinforcement	21000	m³
B - Spine road reinforcement	5000	m³



MARRIOTT'S PARK TAVERHAM | INFRASTRUCTURE PLAN
TRANSMISSION BY | APPROVED FOR | DATE: 2022 | PROJECT: TAVERHAM PARK | SCALE: 1:5000 | DRAWN BY: [Name]

012 - Marriott's Way Surfacing Works
Marriott's Park, Taverham

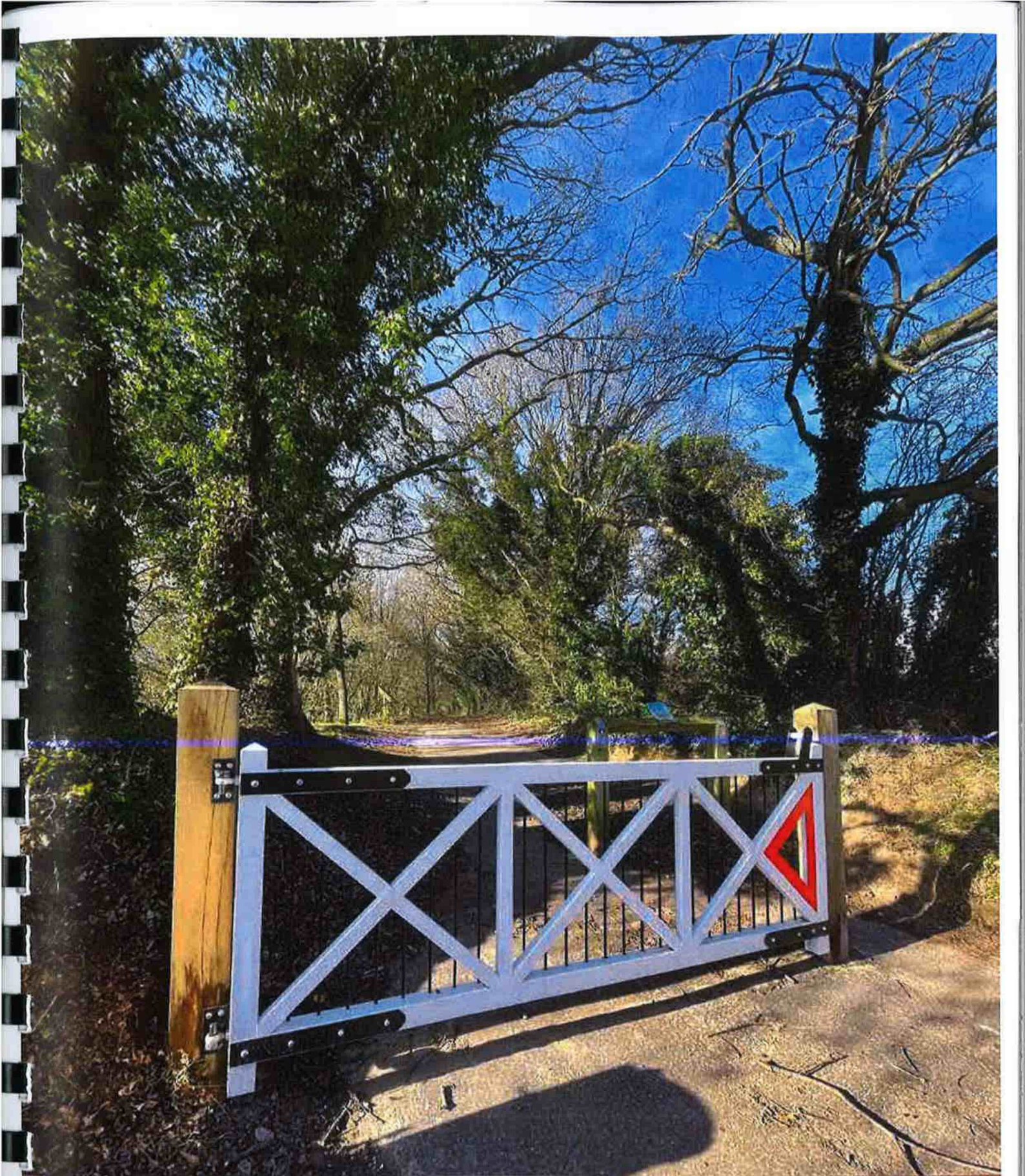
Lu M
C → DUBBY



3419m - 2.12miles - 3.42km

OCTOBER 2022





MARRIOTT'S WAY SURFACING WORKS

MARRIOTT'S PARK, TAVERHAM

JUNE 2022



SCOTT
PROPERTIES

CONTENTS

SECTION 1 : Resurfacing from Pendlesham Rise to Fir Covert Road

SECTION 2 : Re-design of crossing at Pendlesham Rise

SECTION 3 : Re-profiling of Marriott's Way entrance onto Pendlesham Rise

SECTION 4 : Installation of drainage under the bridge before the Broadland Northway crossing

SECTION 5 : Replacement of stair set on the route

SECTION 6 : Establishment of new ramp access(es) to link into the development

SECTION 7 : Surface dressing from Pendlesham Rise to Fakenham Road

SECTION 8 : Ramp access to replace stairset at rear of Tesco

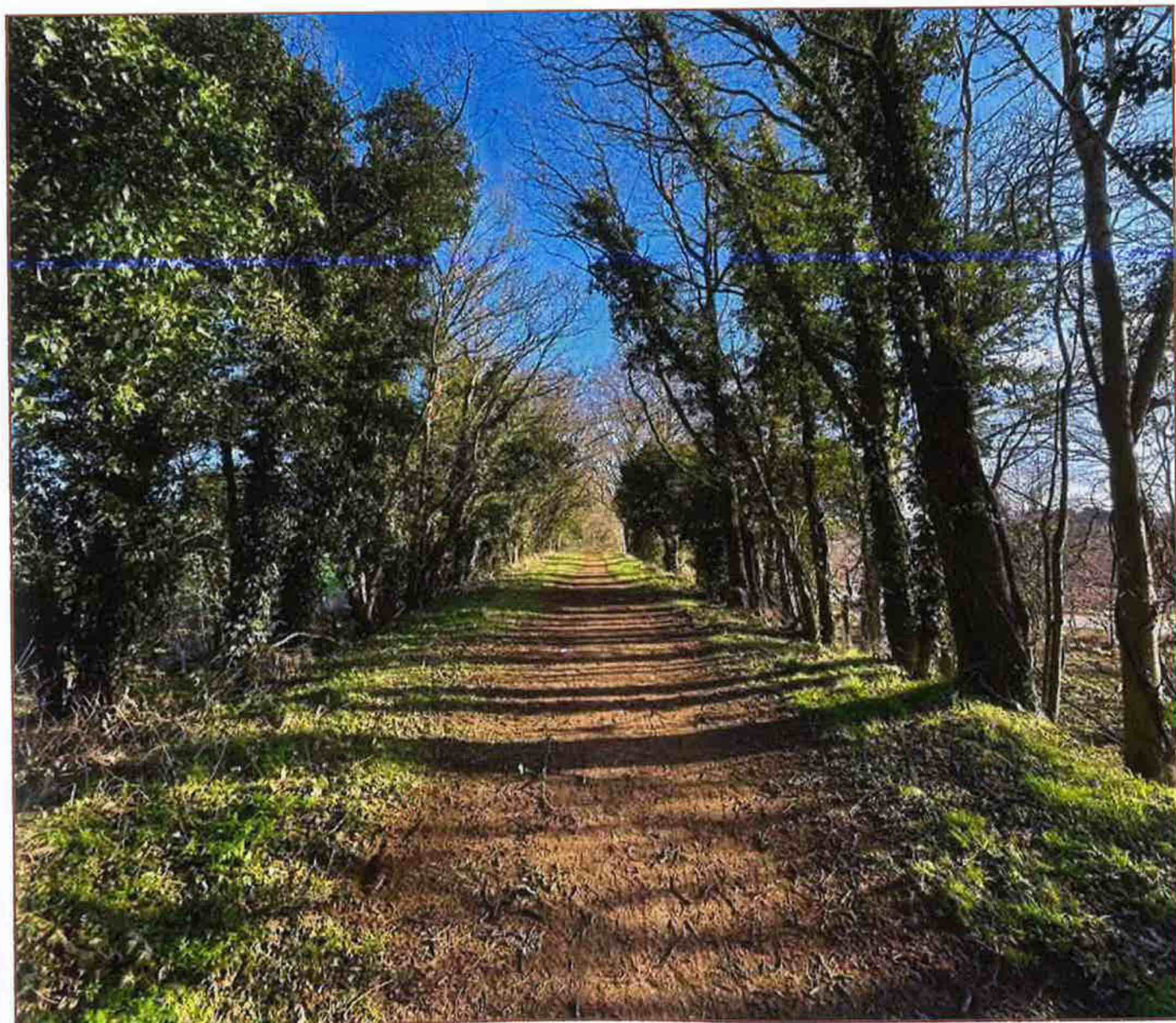
SECTION 9 : Surface dressing from Fakenham Road to Taverham Road

SECTION 10 : Footpath at Reepham Road / School Road Junction

SECTION 1

RESURFACING - PENDLESHAM RISE TO FIR COVERT ROAD

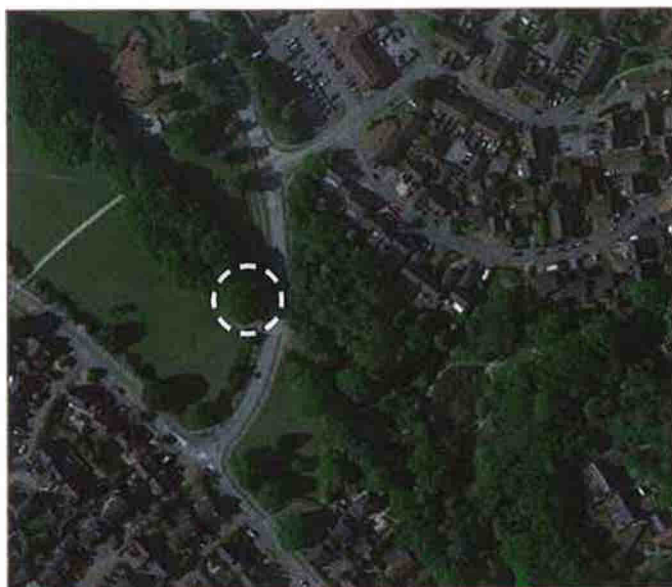
- Cold in-situ recycling and surfacing
- c.2.14km

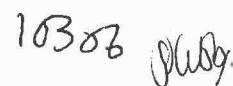


SECTION 2

RE-DESIGN OF CROSSING AT PENDLESHAM RISE

- Remove staggered fence & posts
- Relocate gate back c.5m from junction to replicate opposite gate distance from junction
- Install matching fencing





SECTION 3

RE-PROFILING OF MARRIOTT'S WAY ENTRANCE ONTO PENDLESHAM RISE

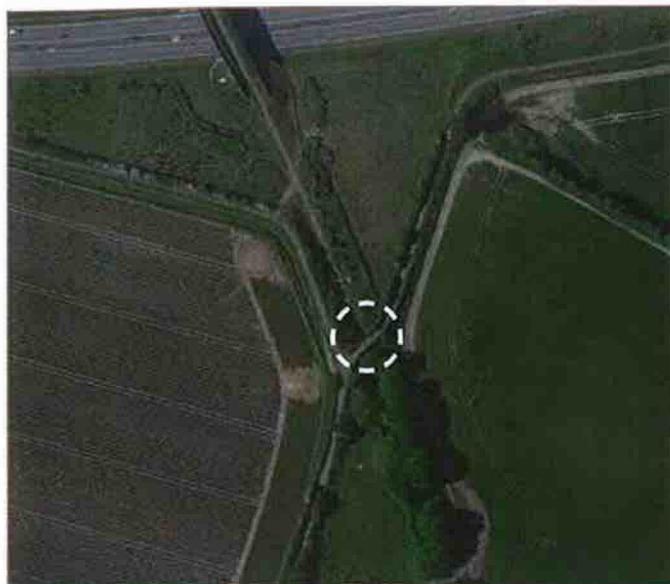
- Grading required to reduce gradient of slope
- Potential tree removal required to facilitate grading



SECTION 4

INSTALLATION OF DRAINAGE

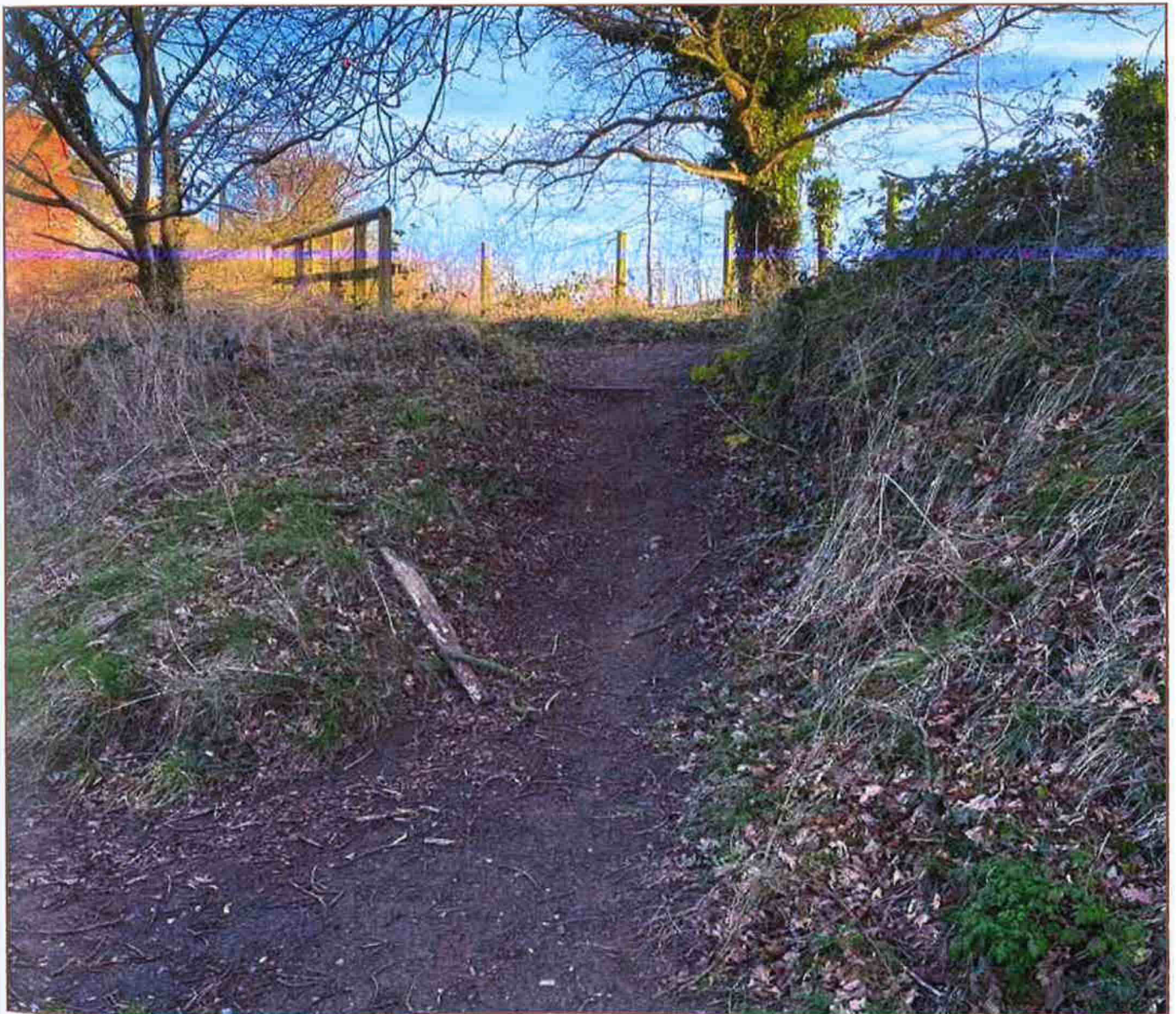
- Installation of French drain and soakaway to isolated flood area under bridge

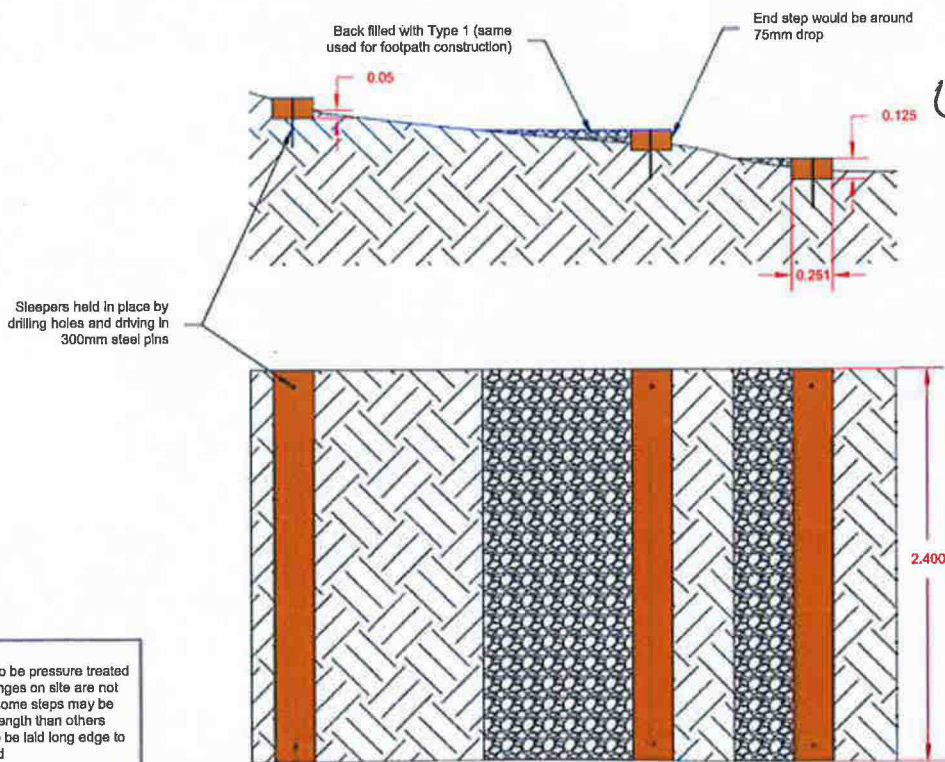
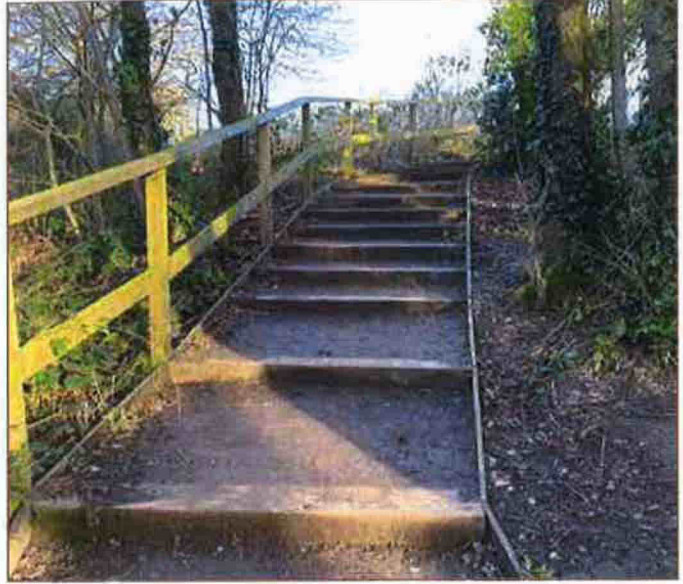


SECTION 5

REPLACEMENT OF STAIR SET

- Equal rise & depths
- Handrails





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10306. *Handwritten signature*

Notes

- All wood to be pressure treated
- Level changes on site are not equal so some steps may be longer in length than others
- Sleeper to be laid long edge to the ground
- Sharp sand layer 25mm over exposed tree roots

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Norfolk County Council

Tom McCabe
Executive Director of
Community and Environmental Services
Norfolk County Council
County Hall, Maritime Lane
Norwich NR1 2ND

DRAWING TITLE
Sleeper Steps Construction
Thorpe Marriott Greenway Woodland Footpath

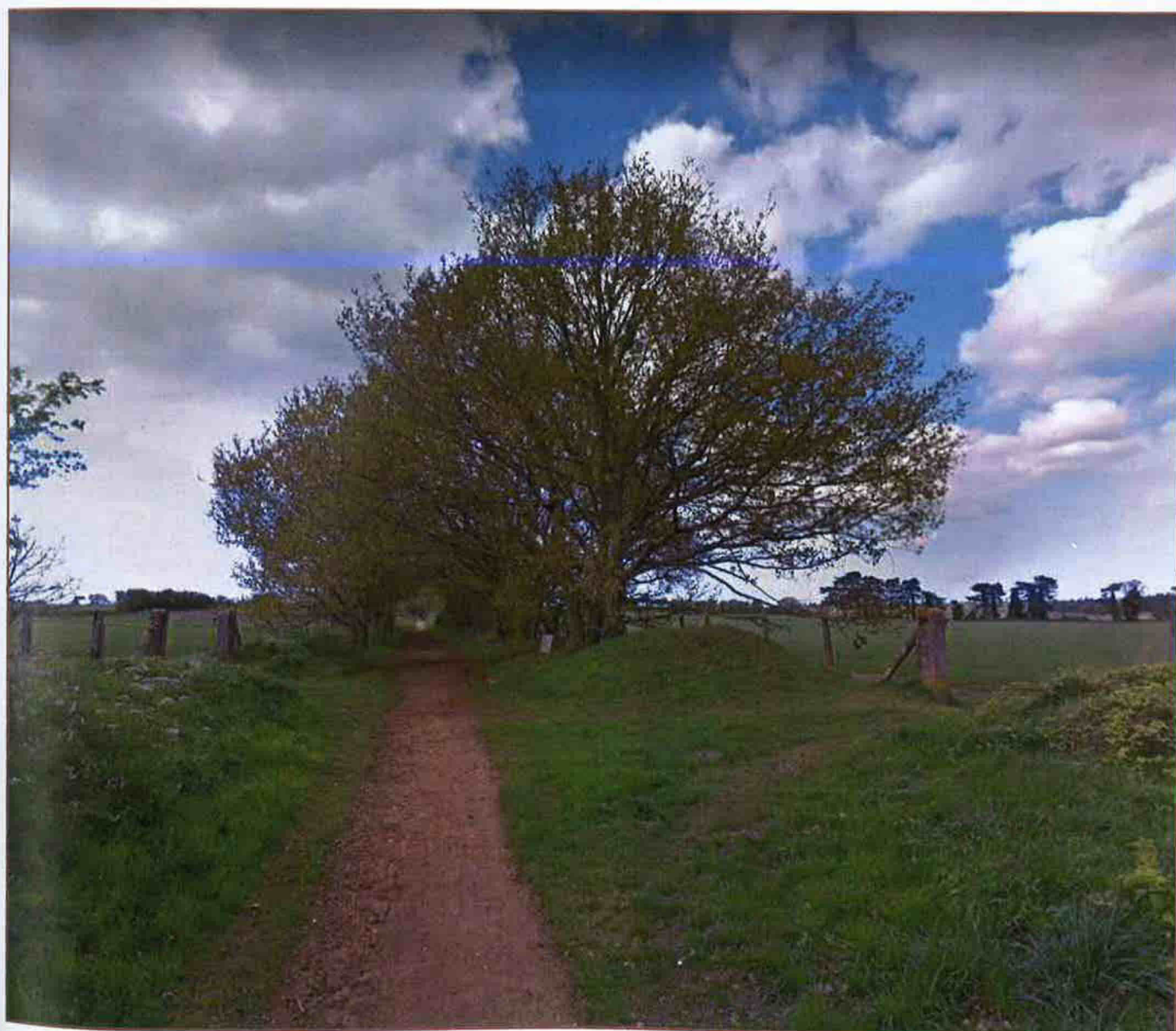
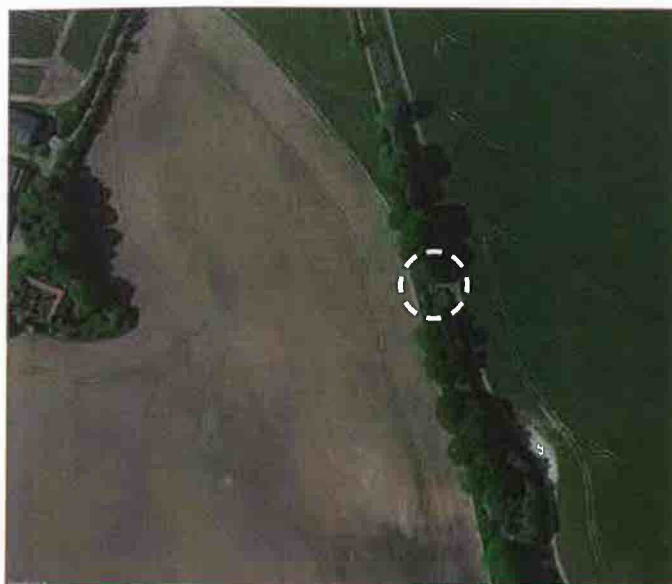
REV	DESCRIPTION	DATE	BY	CHECKED	DATE

DATE	BY	DATE	BY	DATE	BY

SECTION 6

ESTABLISHMENT OF NEW RAMP ACCESS(ES) TO
LINK INTO THE DEVELOPMENT

- Use existing access points and redress to suit



SECTION 7

SURFACE DRESSING FROM PENDLESHAM RISE TO
FAKENHAM ROAD

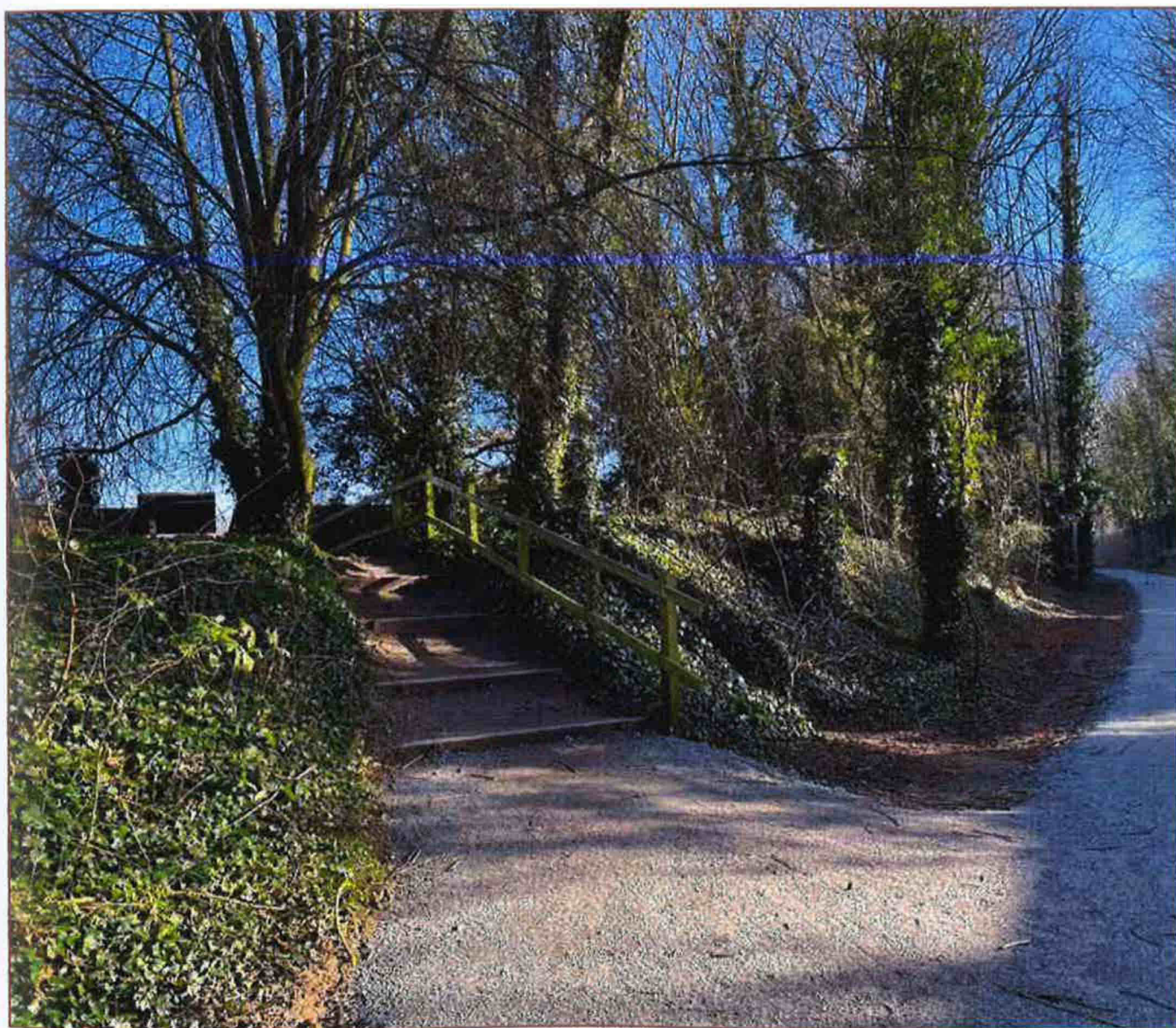
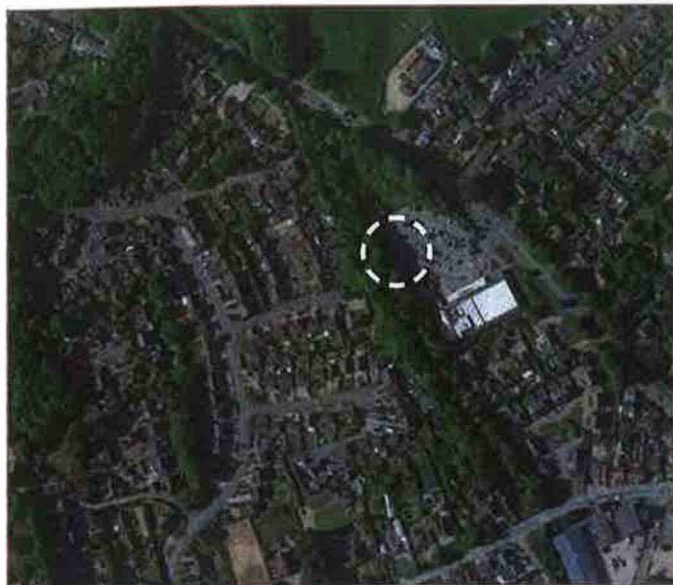
- Surface dressing over previous SPL surface
- c. 825m



SECTION 8

RAMP ACCESS TO REPLACE STAIRSET AT REAR OF
TESCO

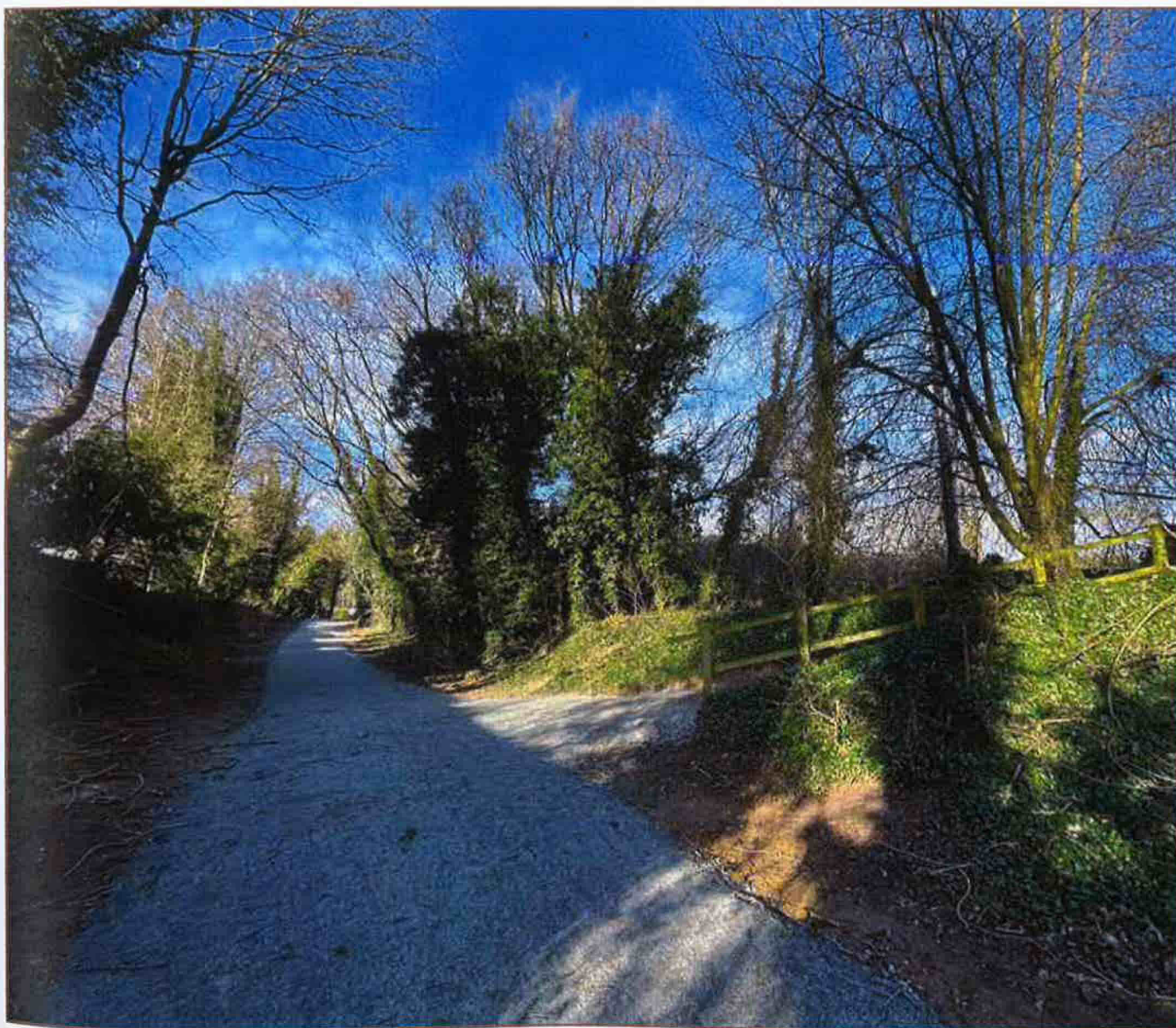
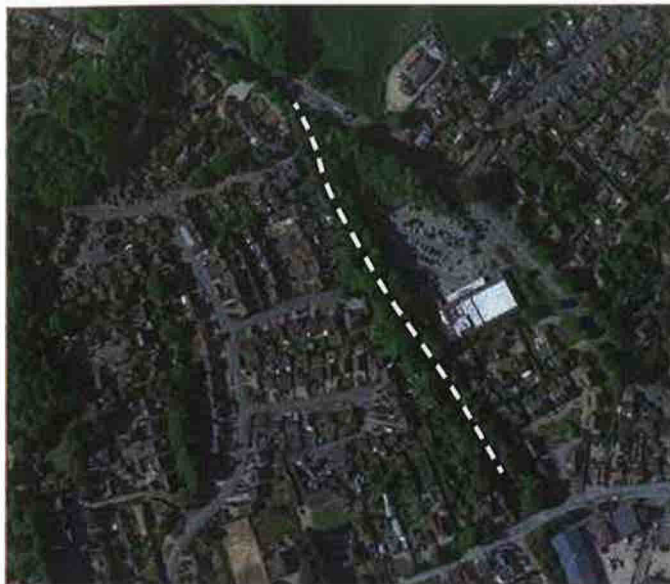
- Redress to gradient as per DDA recommended slope
- Potential tree removal required to facilitate grading



SECTION 9

SURFACE DRESSING FROM FAKENHAM ROAD TO TAVERHAM ROAD

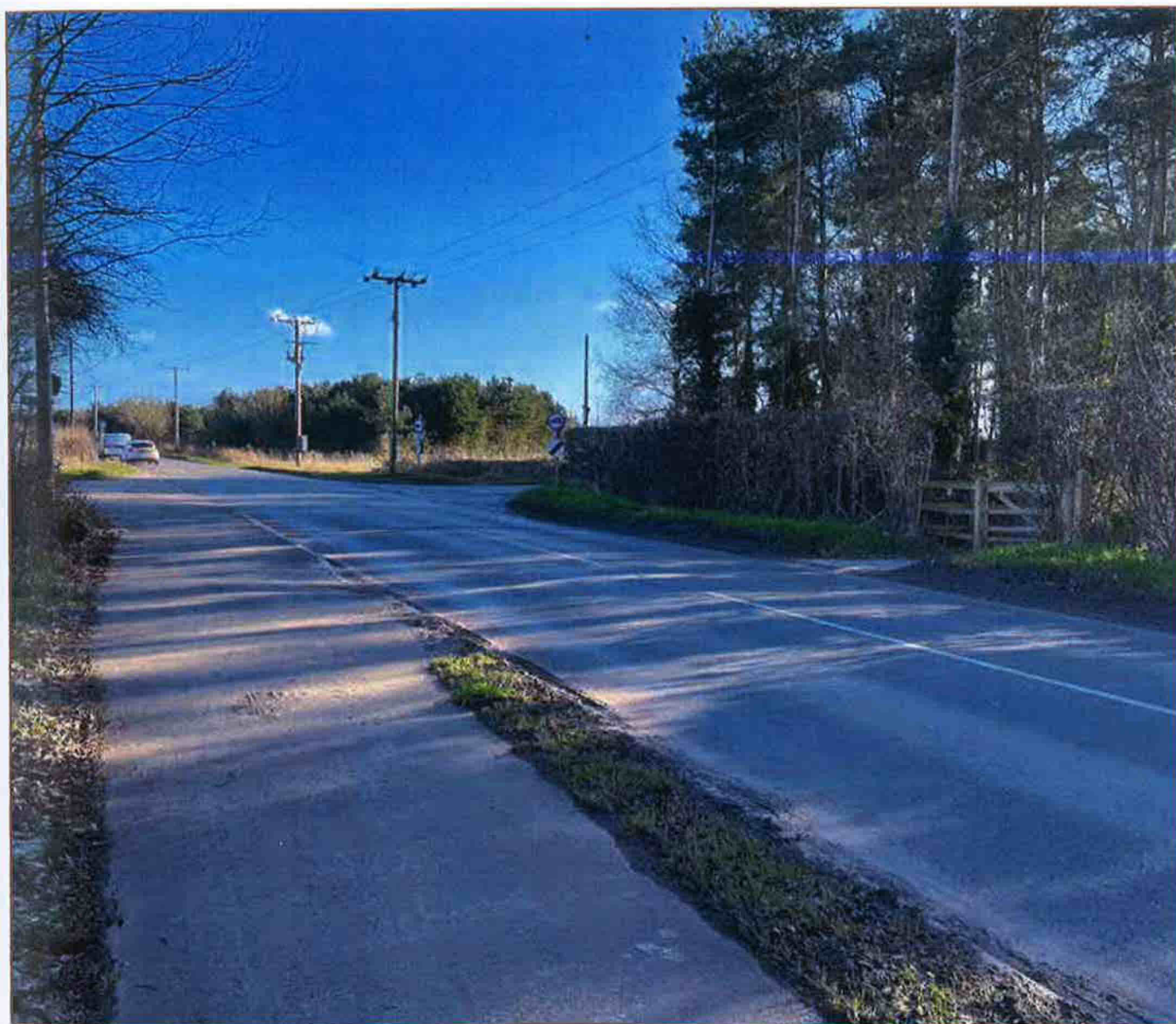
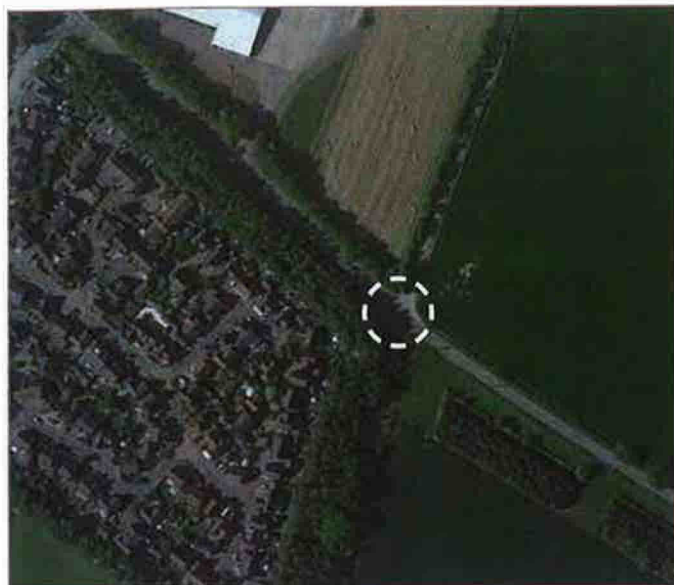
- Surface dressing over previous SPL surface up to new access ramp at Taverham Road
- c. 350m

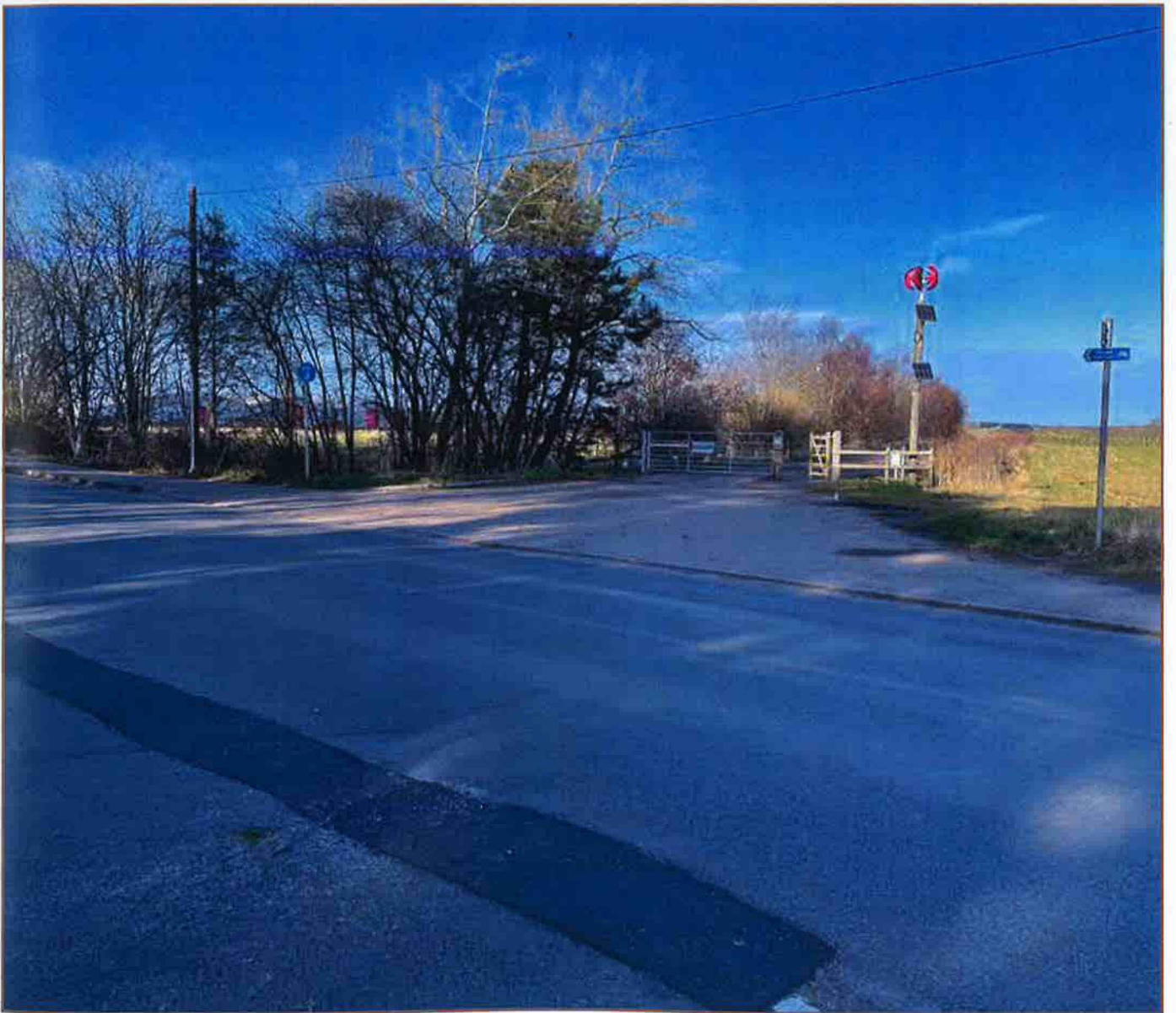
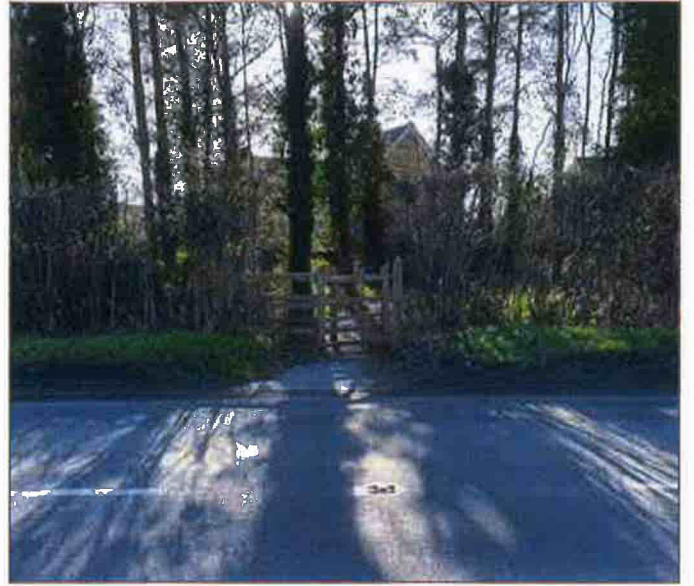


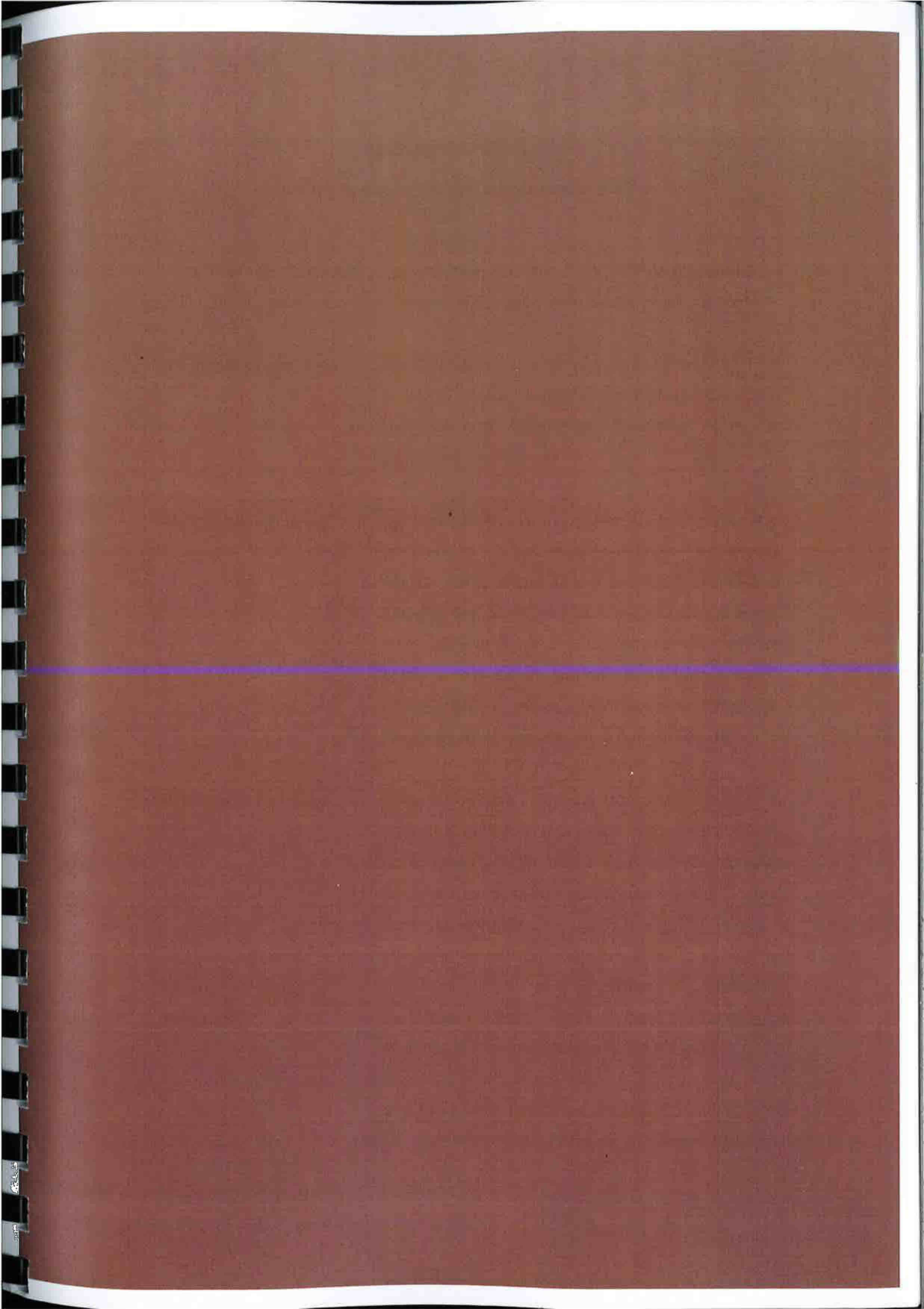
SECTION 10

FOOTPATH AT REEPHAM ROAD / SCHOOL ROAD JUNCTION

- Potential installation of bollards at crossing point







SECOND SCHEDULE

Housing Restrictions and Affordable Housing

Part 1

In Part 1 of this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meaning:

"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 on each Phase of the Site in accordance with the approved Affordable Housing Scheme (or as otherwise agreed by the Council acting reasonably)
"Affordable Housing Provision"	<p>the construction and provision of Affordable Dwellings on each Phase of the Site comprising (unless otherwise agreed in writing) either:</p> <p>a) Affordable Dwellings equating to 24.13% of the total number of Dwellings in each Phase in</p>

	<p>accordance with the Affordable Housing Mix in the event that a transfer of the Extra Care Units Land is completed in accordance with paragraph 1.9 of Part 1 of this Second Schedule ("Option (a)"); or</p> <p>b) in the event that a transfer of the Extra Care Units Land is not completed in accordance with paragraph 1.9 of Part 1 of this Second Schedule, Affordable Dwellings equating to 33% of the total number of Dwellings in accordance with the Affordable Housing Mix ("Option (b)")</p> <p>PROVIDED THAT the Council hereby confirms and the Parties hereby agree that only:</p> <ul style="list-style-type: none"> - 24.13% of the total number of Dwellings in addition to the transfer of the Extra Care Units Land in accordance with paragraph 1.9 of Part 1 of this Second Schedule (Option (a) above); or - 33% of the total number of Dwellings (Option (b) above) <p>are required to be provided as Affordable Housing across the Site in order to make the Development acceptable in planning terms</p>
"Affordable Housing Scheme"	<p>a scheme securing the Affordable Housing Provision for the Site and specifying the provision of Option (a) or Option (b) pursuant to the</p>

	Affordable Housing Provision and (unless otherwise agreed in writing) based on the Table set out in Part 3 of the Second Schedule
"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.
"DMS Certificate"	means a certificate issued by the Council upon receipt of evidence that a relevant Dwelling is being disposed of to a Eligible Household on a first sale or Qualifying Person in a subsequent sale at the DMS Discount Price
"DMS Discount Price"	means not more than 80% of the Open Market Value of the Discount Market Sales Housing
"Discount Market Sales Housing"	means Dwellings sold at a DMS Discount Price to, and occupied by Eligible Households on first sale and Qualifying Persons on resale.

<p>"DMS Discount Restriction"</p>	<p>a restriction on the title of each Discount Market Sales Housing dwelling in the following form: 'No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer for the disponor or donee that the provisions of paragraph 1.4 of the Affordable Housing Schedule to the Section 106 Agreement dated [] and made between [] District Council and [] have been complied with'</p>
<p>"Eligible Household"</p>	<p>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</p>
<p>"Extra Care Units Land Transfer Terms"</p>	<p>1 With full title guarantee and vacant possession.</p> <p>2 With all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations)</p>

	<p>whether for the benefit of the transferor or the transferee as are required to facilitate the use of the land transferred for the purpose it is being transferred and to facilitate the carrying out of the Development and use for the purposes of the Development of the land to be retained, and which for the avoidance of doubt shall include provisions for the Extra Care Units Land to be transferred as a Serviced Site in accordance with the specification detailed on the Living Well Units Plan.</p> <p>3 The standard conditions of sale (5th edition) so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Deed.</p> <p>4 At 'nil' value or £1 consideration.</p> <p>5 Such other terms as the parties to the transfer may agree</p>
"First Homes"	<p>discounted market homes which meet the following criteria:</p> <p>a) the initial purchase price is to be discounted by a minimum of 30% against the market value;</p> <p>b) be sold to a person or persons meeting the First Homes Eligibility Criteria;</p> <p>c) on their first sale, will have a restriction registered on the title at HM Land Registry to</p>

	<p>ensure this discount (as a percentage of current market value) and certain other restrictions are passed on at each subsequent title transfer; and,</p> <p>d) after the discount has been applied, the first sale must be at a price no higher than £250,000 or such other amount as may be published from time to time by the Secretary of State</p>
"First Homes Eligibility Criteria"	<p>a purchaser (or, if a joint purchase, all the purchasers) of a First Home should be a first-time buyer as defined in paragraph 6 of schedule 6ZA of the Finance Act 2003 for the purposes of Stamp Duty Relief for first-time buyers.</p> <p>purchasers of First Homes, whether individuals, couples or group purchasers, should have a combined annual household income not exceeding £80,000 in the tax year immediately preceding the year of purchase or such other sum as may be published for this purpose from time to time by the Secretary of State</p>
"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 Discount Market Sales Housing, 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) and First Homes that Eligible

	Households can afford as determined by the Council acting reasonably (or as otherwise agreed by the Council in writing).
"NPPF"	The National Planning Policy Framework published in September 2023 (or such updated, replacement or successor document as may be agreed in writing with the Council)
"Open Market Dwellings"	any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Open Market Value"	means the open market value (as assessed by a Member or Fellow of the Royal Institute of Chartered Surveyors acting in an independent capacity) of a Dwelling as confirmed to the Council by the owner in the form of a valuation report provided at the owners cost and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account any discount or restriction as an Affordable Dwelling
"Phase Affordable Housing Scheme"	<p>a scheme securing 24.13% Affordable Housing Provision for an individual Phase and specifying;</p> <ul style="list-style-type: none"> - The timescale and programme for implementation of the Affordable Housing Scheme in that Phase and construction of the Affordable Dwellings in that Phase;

	<ul style="list-style-type: none"> - full details of the design of the Affordable Dwellings in that Phase - 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 in that Phase; - The number, location, type and size of Affordable Dwellings to be constructed on that Phase; - full details of the Affordable Housing Mix on that Phase (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 in respect of that Phase <p>and following approval of such scheme pursuant to Paragraph 1.2 of this Second Schedule any subsequent amendment or variation to the same must be approved in writing by the Council</p>
"Practically Complete"	means completion of the construction of the Affordable Dwellings in accordance with this Deed

	<p>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</p>
"Provider"	<p>either:</p> <ul style="list-style-type: none"> (i) a Registered Provider; or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
"Qualifying Person"	<p>means a person formally approved by the Council as meeting the following criteria (in priority order) being either</p> <ul style="list-style-type: none"> - a person who lives in Broadland District; - a person who has a local connection to Broadland District; or - a person who has a connection to any adjoining District; <p>in all cases to be evidenced by statutory declaration of the proposed buyer</p>

"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 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 Housing"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	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: - 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

	<ul style="list-style-type: none"> - 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 Consumer Price Index 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 1% or such other rent as complies with the requirements from time to time of Homes England
"Social Rented Dwellings"	Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent
"Target Rent"	the rent for Social Rented Dwellings as determined by the national rent regime published by 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 Development in any Phase until the Phase Affordable Housing Scheme for that Phase has been submitted to and agreed by the Council.
- 1.2 Not to Commence or allow Commencement of the Development in any Phase unless:

- 1.2.1. The Affordable Housing Scheme (save for the identity of the Provider and timetable for provision of the Affordable Dwellings in that Phase) has been submitted as part of the relevant application for reserved matters approval related to the Permission in respect of that Phase and has been approved by the Council in writing for that Phase
- 1.2.2 The identity of the Provider and the timetable for provision of the Affordable Dwellings in that Phase has been approved by the Council as part of the Approved Phase Affordable Housing Scheme for that Phase
- 1.3 Not to construct or procure the construction of the Affordable Dwellings otherwise than in accordance with the Planning Permission and the approved Phase Affordable Housing Scheme applicable to each Phase 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

And in the case of Discount Market Sales Housing dwellings:

- 1.4.1 On first sale, not to transfer or otherwise dispose of any Discount Market Sales Housing dwelling to any person other than an Eligible Household as approved by the Council
- 1.4.2 On any second or subsequent sale, not to transfer or otherwise dispose of any Discount Market Sales Housing dwelling to any person other than a Qualifying Person
- 1.4.3 Not to transfer or otherwise dispose of any Discount Market Sales Housing dwelling other than subject to a DMS Discount Restriction at any time

1.4.4 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 fifty per cent (50%) of the Open Market Dwellings in any Phase until fifty per cent (50%) of the Affordable Dwellings to be provided in that Phase under the approved Phase 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 approved Phase Affordable Housing Scheme for that Phase, 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 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 Phase Affordable Housing Scheme for that Phase

1.6 Not to Occupy more than seventy five per cent (75%) of the Open Market Dwellings in any Phase until all of the Affordable Dwellings to be provided in that Phase 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 approved Phase Affordable Housing Scheme for that Phase, 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 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 Phase Affordable Housing Scheme for that Phase

1.7 Not to use or permit the use of the Affordable Dwellings for any purpose other than for Affordable Housing in accordance with the applicable approved Phase 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;

1.7.2 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest in a Shared Ownership Housing dwelling 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 (however appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Dwellings or any persons or bodies

deriving title through such mortgagee or chargee or Receiver
PROVIDED THAT:

- 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

- 1.8 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Lettings Policy)
- 1.9 To offer to transfer the Extra Care I Units Land to Saffron Housing Trust in accordance with the Extra Care Units Land Transfer Terms (or such other Registered Provider as the Council may nominate or is otherwise agreed with the Council for this purpose) within six (6) months of the date of Commencement and to use all reasonable endeavours to transfer the Extra Care Units Land such land to be used for the construction of the Extra Care Units in accordance with details to be submitted to and approved by the Council PROVIDED THAT if such transfer has not been completed within two (2) years of the date of Commencement, the Owner shall be free to develop the Extra Care Units Land in accordance with any planning permission granted by the Council and any restriction

on the use of the Living Well Units Land contained in this Deed shall be of no further effect

PART 2

Local Lettings Policy

LOCAL LETTING POLICY: LOCAL CONNECTION ELIGIBILITY CRITERIA

Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Housing for Rent

(as chosen by the Council) shall be let on first Occupation in accordance with the Local Lettings Policy set out below:

- (i) First allocations shall be made to people living in the Parish of Taverham (including Thorpe Marriott and Drayton);
- (ii) If there is no suitable person in paragraph (i) allocations will be made to people who work in the Parish of Taverham, (including Thorpe Marriott and Drayton)
- (iii) If there are no suitable persons in paragraphs (i) and (ii) allocations will be made to people who need to move to the Parish of Taverham (including Thorpe Marriott and Drayton) to give/receive support to/from close family
- (iv) If there are no suitable persons in paragraph (i) and/or (ii) and/or (iii) 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's Administrative Procedure for Nominations

To grant to the Council nomination rights to 100% of the Affordable Housing for Rent on first and all subsequent Occupations and re-lets

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 Owner shall agree between them

PART 3

Affordable Homes for Rent (60% of total affordables)

Minimum 22% - 1 bedroom 2 person units to include houses and flats (50-58m²)

Maximum 33% - 2 bedroom 4 person house types (77m²) and bungalows*

Maximum 33% - 3 bedroom 5/6 person house types (90-99m²) and bungalows*

Maximum 12% - 4 bedroom minimum 7/8 person houses types (112-121m²)

Or as otherwise agreed by the Council acting reasonably

*All bungalows to be delivered as wheelchair accessible with widened corridors and doorways (900 mm) and level access throughout (including front and rear access) and wet room as standard

Intermediate Housing / Affordable Home Ownership (40% of total affordables)

(as shared ownership or shared equity on S/O lease)

44% 2 bedroom house

56% 3 bedroom house

THIRD SCHEDULE

Open Space

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

"Formal Open Space"	<p>The on-site provision of four (4) hectares of formal open space (unless where the Council agrees in its absolute discretion for payment of a sum in lieu of any deficiency of on-site formal open space below four (4) hectares) and FOR THE AVOIDANCE OF DOUBT the four (4) hectares shall exclude the Hinks Meadow Land and shall be calculated to include:</p> <ul style="list-style-type: none">a) children's play space;b) playing pitches and associated run off and ancillary areas;c) club house, its car park and curtilage;d) equipped formal recreational spaces including ballcourts and multi-use games arease) such other formal recreational provision as the Council may agree shall be calculated towards the provision of Formal Open Space in accordance with the Open Space Policies
"Inflation Provision"	<p>the increase (if any) in the Royal Institute of Chartered Surveyors All-in Tender Price Index between January 2020 and the date upon which payment is made pursuant to this Deed (or if such</p>

	index ceases to be published such other index as the Council shall reasonably determine)
"Informal Open Space"	<p>an area to be calculated based on four (4) ha per 1,000 population projected to be generated by the Development.</p> <p>The on-site provision of Informal Open Space may be calculated to include green and man-made space e.g. woodlands open spaces, buffers whether publicly accessible or for ecology/biodiversity, as well as their many interconnections like footpaths, cycleways, green corridors and hydrological systems in accordance with the Council's Open Space Policies</p>
"Management Company"	means a company to be set up for the purposes of managing and maintaining the Open Space Land
"Nominated Body"	<p>means one of the following as determined by the Council:</p> <ul style="list-style-type: none"> a) the Council b) Taverham Parish Council c) the Management Company
"Off-Site Open Space Contribution"	a sum in lieu of any deficiency in the amount or type of Open Space Land being provided compared to that required in accordance with this Schedule such sum to be calculated in accordance with the tables at Part 2 of this Schedule and increased in line with the Inflation Provision and applied towards the provision

	of open space and recreational facilities in the parish of Taverham
"Open Space Land"	those parts of the Site to be set out and used by the general public as Formal Open Space and Informal Open Space in the positions as shown for identification purposes on the Master Plan or such other areas as may subsequently be agreed between the Owner and the Council and laid out in accordance with the Open Space Works Specification the precise locations to be agreed on a Phase by Phase basis by the Council and incorporated into the Open Space Works Specification (and for the avoidance of any doubt therefore the expression "Open Space Land" shall be taken to include both "Formal Open Space" and "Informal Open Space" unless expressly indicated to the contrary
"Open Space Land Maintenance Contribution"	a sum of Ninety Five Thousand Four Hundred and Sixteen Pounds (£95,416) towards the repair and maintenance of the Open Space Land within the Development increased in line with the Inflation Provision and which for the avoidance of doubt may also be spent towards the provision of open space and recreational facilities on the Hinks Meadow Land
"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

	<p>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</p>
<p>"Open Space Works Specification"</p>	<p>a scheme (based on and utilising the Master Plan) including plans drawings and specifications showing (but not limited to) the location layout and design of the Open Space Land within each Phase of the Development</p> <ul style="list-style-type: none"> a. including full details of the amounts and type of Open Space Land being provided within each Phase b. provisional timetable for delivery of the Open Space Land and any other details the Council may reasonably require to enable approval of the Open Space Works Specification c. full details of the proposed landscaping paths and access arrangements d. street furniture and fencing and play equipment to be provided e. the proposed permanent Open Space Land management regime to be approved by the Council on a Phase by Phase basis f. any other details the Council may reasonably require to enable approval of the Open Space Works Specification
<p>"Transfer Terms"</p>	<ol style="list-style-type: none"> 1. With full title guarantee and vacant possession. 2. With all such rights and easements whatsoever (including without prejudice to the generality of

	<p>the foregoing the provision of all rights of access of services and service installations) whether for the benefit of the transferor or the transferee as are required to facilitate the use of the land transferred for the purpose it is being transferred and to facilitate the carrying out of the Development and use for the purposes of the Development of the land to be retained.</p> <p>3. The standard conditions of sale (5th edition) so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Deed.</p> <p>4. All costs incurred in connection with the transfer of land including but not limited to legal fees and Land Registry disbursements shall be paid by the Owner.</p> <p>5. Unencumbered save where the context requires a restriction on the future use of the land concerned</p> <p>6. The consideration will be £1.00 (ONE POUND)</p> <p>7. With a restriction on use for public open space and amenity</p>
"Unencumbered"	<p>means free from all adverse rights, easements (other than easements related to sustainable drainage systems), restrictions or other encumbrances which would interfere with the use by the general public of the Open Space Land as recreational open space,</p>

	and (where applicable) for the purposes of children's play 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 Land as recreational open space
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The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence or allow Commencement of any Phase unless and until details (including the location and extent) of the Open Space Land as appropriate Unencumbered in that Phase has been agreed with the Council and the Open Space Works Specification for that Phase has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld)
- 1.2 Not to Occupy or allow Occupation of more than eighty per cent (80%) the Dwellings in any Phase unless and until the Open Space Land as appropriate to that Phase have first been provided laid out and equipped in accordance with the approved Open Space Works Specification including the timescales for that Phase agreed as part of the Open Space Works Specification to the written satisfaction of the Council unless otherwise agreed with the Council
- 1.3 To thereafter maintain the Open Space Land as appropriate Unencumbered within that Phase immediately following provision in strict accordance with the Open Space Works Specification applicable to that Phase and to a standard suitable for use by members of the public as approved by the Council until such time as the whole of the Open Space Land as appropriate to that Phase have been transferred in accordance with the provisions contained herein
- 1.4 Not to Occupy or allow Occupation of any Dwelling comprised in any Phase unless and until it has served upon the Council a notice

requesting confirmation by the Council of the Nominated Body for that Phase and the Council has determined the Nominated Body for that Phase and notified the Owner in writing of that determination (which notification shall not be unreasonably delayed) and shall in any event be provided within a period of no more than 3 months and in the event that the Council has not determined the Nominated Body for that Phase the restriction on Occupation in that Phase shall be of no further effect

1.5 In the event that the Management Company is the Nominated Body for any Phase not to Occupy or allow Occupation any Dwelling in that Phase unless and until:

- a) the Management Company has been created to the satisfaction of the Council; and
- b) the memorandum and articles of association together with the form of transfer of the Open Space Land as appropriate to the Management Company has been submitted to the Council for approval and has been approved by the Council prior to the transfer taking place

1.6 Not to Occupy or allow Occupation of more than eighty per cent (80%) of the Dwellings in any Phase (unless otherwise agreed with the Council) unless and until:

- a) the Open Space Land as appropriate for that Phase has been transferred in accordance with the Transfer Terms to the Nominated Body in accordance with the reasonable requirements of the Council (which for the avoidance of doubt includes a requirement for the Open Space Land as appropriate for that Phase to be transferred free from all encumbrances restrictions or easements which might affect the use as Open Space Land as appropriate or result in additional cost or liability to the Nominated Body not normally associated with the use of the Open Space

Land as appropriate) in consultation with the Nominated Body for a sum not exceeding £1 (one pound) and subject to a restriction on the future use of the Open Space Land as appropriate for public open space and amenity; and

b) the proportion of the Open Space Land Maintenance Contribution for that Phase has been paid to the Council or Nominated Body PROVIDED THAT

(i) the Nominated Body shall not be required to accept the transfer of the Open Space Land in any Phase unless it has been provided in strict accordance with the Open Space Works Specification

(ii) the proportion of the Open Space Land Maintenance Contribution shall not be payable in respect of the Open Space Land in any Phase where the Nominated Body is the Management Company

1.7 Where on submission of the Open Space Works Specification for the final Phase, the Site-wide provision of Formal Open Space is determined by the Council to have fallen below four (4) ha, to pay the Off-Site Open Space Contribution prior to the Occupation of any Dwellings in that final Phase

FOURTH SCHEDULE

Hinks Meadow Land

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

"Hinks Meadow Land"	means an area of approximately 1.8ha levelled, destoned, cleared of debris, not compacted and seeded and fit for purpose as shown for identification purposes only in the approximate position edged blue on the Hinks Meadow Plan
"Hinks Meadow Contribution"	A sum of Two Hundred and Sixty Seven Thousand Three Hundred and Twelve Pounds and Eighty Pence (£267,312.80) increased in line with the Inflation Provision for the provision repair and maintenance of open space and recreational facilities on the Hinks Meadow Land
"Hinks Meadow Land Specification"	Means a written specification to include full details of the location, layout, servicing and access of the Land, including as a minimum that the Land should be levelled, destoned, cleared of debris, not compacted and seeded and fit for purpose
"Inflation Provision"	the increase (if any) in the Royal Institute of Chartered Surveyors All-in Tender Price Index between January 2020 and the date upon which payment is made pursuant to this Deed (or if such index ceases to be published such other index as the Council shall reasonably determine)

<p>"MUGA Contribution"</p>	<p>means the sum two hundred and thirty-five thousand pounds (£235,000) increased in line with the Inflation Provision to be used for the provision of a multi use games area with any surplus moneys to be used for the provision of further works on Hinks Meadow or such other matter as the Council may agree</p>
<p>"Transfer Terms"</p>	<ol style="list-style-type: none"> 1 With full title guarantee and vacant possession. 2 With all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations) whether for the benefit of the transferor or the transferee as are required to facilitate the use of the land Transferred for the purpose it is being Transferred and to facilitate the carrying out of the Development and use for the purposes of the Development of the land to be retained. 3 The standard conditions of sale (5th edition) so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Deed. 4 All costs incurred in connection with the transfer of land including but not limited to legal fees and Land Registry disbursements shall be paid by the Owner. 5 Unencumbered save where the context requires a restriction on the future use of the land concerned

	<p>6. For the Consideration of £1.00 (ONE Pound)</p> <p>7. A restriction on use as public open space and community and recreational facilities</p>
"Unencumbered"	<p>means free from all adverse rights, easements (other than easements related to sustainable drainage systems), restrictions or other encumbrances which would interfere with the use of the land for the intended purpose and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the land</p>

The Owner hereby covenants with the Council as follows:

- 1.1 Prior to the Occupation of the two hundred and fiftieth (250th) Dwelling the Owner shall submit to the Council for its written approval to the Hinks Meadow Land Specification (the costs of which will be borne by the Owner) which shall be agreed in consultation with the Council and Taverham Parish Council and upon approval shall undertake the necessary works within a period of 12 months from the date of the issue of written approval by the Council

- 1.2 The Owner shall set aside the area identified pursuant to paragraph 1.1 of this Schedule from Commencement and shall not develop on it for a period of five (5) years from Commencement and if Taverham Parish Council by no later than the expiry of that five (5) year period shall fail to require in writing the transfer to it of the Hinks Meadow Land the Owner shall be released from all obligations relating to the land identified pursuant to paragraph 1.1 of this Schedule PROVIDED THAT (and for the avoidance of any doubt) the land identified pursuant to paragraph 1.1. of

this Schedule shall be transferred to the Council in accordance with the Transfer Terms

- 1.3 In the event that Taverham Parish Council elects to take a transfer of the Hinks Meadow Land in accordance with the provisions of paragraph 1.2 above the Owner shall have transferred in accordance with the Transfer Terms the Hinks Meadow Land to Taverham Parish Council within six (6) months of notification in writing from the Parish Council that they require the transfer of the Hinks Meadow Land (or such longer period as may be agreed between the parties)
- 1.4 At the time of the transfer of the Hinks Meadow Land to Taverham Parish Council in accordance with paragraph 1.3 of this Schedule the Owner shall pay the MUGA Contribution and the Hinks Meadow Contribution to Taverham Parish Council
- 1.5 The Owner shall pay the reasonable legal fees and Land Registry disbursements of Taverham Parish Council in connection with any transfer of the Hinks Meadow Land pursuant to paragraph 1.3 of this Schedule

FIFTH SCHEDULE

Community Land

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

"Community Health Hub Land"	the land shown edged blue on the Health and Community Hub Plan
"Community Land Specification"	means a written specification to include a clear levelled serviced site with vehicular access
Transfer Terms"	<ol style="list-style-type: none">1 With full title guarantee and vacant possession.2 With all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations) whether for the benefit of the transferor or the transferee as are required to facilitate the use of the land transferred for the purpose it is being transferred and to facilitate the carrying out of the Development and use for the purposes of the Development of the land to be retained.3 The standard conditions of sale (5th edition) so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Deed.4 All costs incurred in connection with the transfer of land including but not limited to legal

	<p>fees and Land Registry disbursements shall be paid by the Owner.</p> <p>5 Unencumbered save where the context requires a restriction on the future use of the land concerned</p>
"Unencumbered"	<p>means free from all adverse rights, easements (other than easements related to sustainable drainage systems), restrictions or other encumbrances which would interfere with the use of the land as a Community Health Hub and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the Community Health Hub</p>

The Owner hereby covenants with the Council as follows:

- 1.1 Prior to first Commencement of Development the Owner shall identify and inform the Council of the precise location of a Serviced Site and access thereto for the Community Health Hub Land (the costs of which will be borne by the Owner) which shall be agreed in consultation with the Council
- 1.2 The Owner shall set aside the area identified in paragraph 1.1 of this Schedule and shall not develop on it for a period of two (2) years from Commencement of Development and if the Council has not within that two (2) years required in writing the transfer in accordance with the Transfer Terms to it of the Community Health Hub Land the Community Health Hub Land shall be released from the terms of this Deed and shall be free to be developed in accordance with any subsequent planning permission granted in respect of the Community Health Hub Land

- 1.3 Within a period of twelve (12) months from receipt of the written notice from the Council requiring the transfer to it of the Community Health Hub Land (or such longer period as may be agreed between the Council and the Owner both acting reasonably) to transfer in accordance with the Transfer Terms the Community Health Hub Land (as a Serviced Site) to the Council in general accordance with the description set out in the Definition of "Community Health Hub Land" above and in detailed compliance with the provisions and requirements of the Community Land Specification
- 1.4 The Owners shall pay the reasonable legal fees and Land Registry disbursements of the Council in connection with any transfer of the Community Health Hub Land pursuant to paragraph 1.3 of this Schedule

SIXTH SCHEDULE

Allotments

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

"Allotment Area"	means an area of one (1) ha as shown edged blue on the Allotments Plan or such other area as may be agreed between the parties
"Allotment Specification"	means the written specification shown on the Allotments Plan
"Transfer Terms"	<ol style="list-style-type: none">1 With full title guarantee and vacant possession.2 With all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations) whether for the benefit of the transferor or the transferee as are required to facilitate the use of the land transferred for the purpose it is being transferred and to facilitate the carrying out of the Development and use for the purposes of the Development of the land to be retained.

	<p>3 The standard conditions of sale (5th edition) so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Deed.</p> <p>4 All costs incurred in connection with the transfer of land including but not limited to legal fees and Land Registry disbursements shall be paid by the Owner.</p> <p>5 free from all adverse rights, easements (other than easements related to sustainable drainage systems), restrictions or other encumbrances which would interfere with the use of the land as allotments and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the allotments save where the context requires a restriction on the future use of the land concerned</p>
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- 1.1 The Owner shall lay out the Allotment Area in accordance with the Allotment Specification and transfer in accordance with the Transfer Terms the Allotment Area to Taverham Parish Council within twelve (12) months of the receipt of a notice from Taverham Parish Council requiring the provision and transfer of the Allotment Area PROVIDED THAT

Taverham Parish Council shall not be permitted to serve such a notice unless and until Commencement has occurred

- 1.2 The Owner shall set aside the area identified in paragraph 1.1 of this Schedule and shall not develop on it for a period of one year (1 year) from Commencement of Development of Phase 1 and if Taverham Parish Council by no later than the expiry of that one (1) year period shall fail to require in writing the transfer to it of the Allotment Area The Allotment Area will be used as public open space
- 1.3 The Owners shall pay the reasonable legal fees and Land Registry disbursements of the Taverham Parish Council in connection with any transfer of the Allotment Area pursuant to paragraph 1.1 of this Schedule

SEVENTH SCHEDULE

Self/Custom Build Housing

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

"Family Member"	shall mean children, parents, grandparents, brothers or sisters or half brothers or sisters and any step children together with any person with whom they would normally reside to include but not be restricted to spouses children or partner
"Self/Custom Build Houses"	a house or group of houses which is commissioned by an individual or group of individuals from a builder contractor or package company and is built by an individual either by themselves or with the assistance of appropriate tradesmen
"Self/Custom Housing Plot"	70 plots of land on the Site or such other number as may subsequently be agreed

1. The Owner agrees not to sell any more than two (2) Self/Custom Housing Plots to a Family Member
2. All Self/Custom Housing Plots shall only be constructed as Self/Custom Build Houses in accordance with the terms of this Deed
- 3 An application for reserved matters in any Phase that includes Dwellings the Owner shall submit details relating to the demand for Self/Custom Build housing and to the extent that any demand exists provision shall be made in the application for Reserved Matters for such number of Self/Custom Build Dwellings as may be required up to a maximum of five per cent (5%) of the Dwellings in that Phase in that Phase

EIGHTH SCHEDULE

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”	means the financial contribution to be calculated using the Recreational Impact Avoidance and Mitigation Contribution Calculation and increased in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision and applied towards the package of mitigation measures identified in the Strategy
“Recreational impact Avoidance and Mitigation Contribution Calculation”	the sum of TwoHundred and Twenty One Pounds and Seventeen Pence (£221.17) 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 <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 Deed (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 Occupation of any Dwelling in a Phase until the Recreational Impact Avoidance and Mitigation Contribution relative to that Phase has first been paid in full to the Council.

NINTH SCHEDULE

Council Covenants with the Owner

1. MISCELLANEOUS

- 1.1 To hold any sums it receives pursuant to the obligations set out in this Deed in an interest-bearing account.
- 1.2 To apply any financial contributions paid together with any interest accrued under this Deed wholly and exclusively for the purposes for which the contributions were paid.
- 1.3 To permit access to such parts of its land as are required to enable the Marriotts Way Repair Works set out in the Thirteenth Schedule to be undertaken in accordance with the terms of this Deed

TENTH SCHEDULE

The Owner's Covenants with the County Council – Primary School Site

Part 1

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

"Clear"	a site that is level and accessible without undue land reformation or engineering and free from any known physical hazards or impediments to building, both above and below ground (including, but not limited to, land contamination, electricity pylons, Japanese knotweed, asbestos, allotments and problems with site access)
"Primary School Site"	means the part of the Site to be used for the construction of the Primary School such land being a usable area of 2.11 hectares capable of accommodating the premises and facilities for the school and to be provided Clear, Unencumbered and Fully Serviced in accordance with the provisions of this Deed
"Fully Serviced"	means the services as shown on the Primary School Area Plan
"Unencumbered"	means free from any legal constraints to transfer (including but not limited to trust covenants, charity law, formal or informal lease agreements, charges and written or unwritten assurances to other bodies or individuals)

The Owner hereby covenants with the County Council as follows:

1. PRIMARY SCHOOL SITE

1.1 Within Twelve (12) months of Commencement of Development the Owner shall agree with the County Council the precise location and extent of the Primary School Site and of the means of access thereto on the land shown edged blue on the Primary School Area Plan such site to be 2.11 hectares (2.11 ha) in area

1.2 The Owner shall set aside the Primary School Site and shall not develop on it for a period of five years (5 years) from Commencement of Development in the first Phase

1.3 In the event that the County Council by no later than the expiry of the five (5) year period referred to in paragraph 1.2 elects in writing to require a transfer to it of the Primary School Site the Owner shall not Occupy more than eight hundred and fifty (850) Dwellings (excluding the Living Well Units) or such other number as the parties may subsequently agree until:

(i) The Owner has confirmed in writing where Services to the Primary School Site are to be provided from the public highway; and

(ii) a transfer in an agreed form has been signed and delivered to the County Council for the transfer for the nominal sum of one pound (£1) of the Unencumbered freehold title to the Primary School Site to the County Council in accordance with the terms set out in Part 2 of this Schedule

1.4 If the County Council by no later than the expiry of the five (5) year period referred to in paragraph 1.2 above shall fail to require in writing the transfer to it of the Primary School Site the Primary School Site shall be released from the terms of this Deed and shall be free to be

developed in accordance with any subsequent planning permission granted in respect of the Primary School Site and

- Five* *sub*
- 1.5 If within a period of ~~three~~ *5* years from the date that the County Council has served notice in accordance with paragraph 1.3 of this Schedule the County Council has failed to Commence the construction of the Primary School the County Council shall thereafter immediately transfer the land comprising the Primary School Site back to the Party who transferred the Primary School Site to it in accordance with paragraph 1.3 without restriction on its future use

Part 2

Transfer Terms

The Primary School Site shall be transferred subject to and in accordance with the following terms:

- 1 With full title guarantee and vacant possession.
- 2 With all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations) in accordance with the Primary School Area Plan whether for the benefit of the Owner or the County Council as are required to facilitate the use of the land transferred for the purpose it is being transferred and to facilitate the carrying out of the Development and use for the purposes of the Development of the land to be retained.
- 3 The standard conditions of sale (5th edition) so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Deed.

- 4 All costs incurred in connection with the transfer of land including but not limited to legal fees and Land Registry disbursements shall be paid by the Owner.

ELEVENTH SCHEDULE

Residential Travel Plan

Part 1

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

"Approved Residential Travel Plan"	means the Travel Plan in respect of those parts of the Development that are to be developed for residential purposes submitted to the County Council by the Owner in accordance with the conditions of the Planning Permission and approved by the County Council in writing
"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 Retail Price Index (or if such index ceases to be published, another index notified to the Owners by the County Council)
"Residential Bond Sum"	means the sum of £575 per Dwelling or such other sum as the County Council may agree in writing being the cost of implementation of and compliance with the Approved Residential Travel Plan such sum to be Index Linked
"Residential Travel Plan"	means a framework of options/measures to enable and encourage people to travel more sustainably and reduce the need to travel altogether being site and people specific and comprising a range of "hard" (built) and "soft" (behavioural change) measures to mitigate

	the traffic effects of the Development on the road network in accordance with the Travel Plan Guidance
"Residential Travel Plan Bond"	means a bond in the form at Part 2 of the Eleventh Schedule
"Residential Travel Plan Contribution"	means the sum of five hundred and seventy five pounds (£575) or such other sum as the County Council may agree in writing per Dwelling towards the implementation of the Residential Travel Plan for the Development such sum to be Index Linked and to be paid in accordance with the provisions of paragraph 1.1 below
"Residential Travel Plan Update"	means a Mode of Travel Survey prepared in consultation with the County Council detailing how the Approved Residential Travel Plan has operated during the relevant period and its effectiveness
"Travel Plan Guidance"	means the County Council document "Guidance Notes for the Submission of Travel Plans" and such other guidance as the County Council may direct
"Travel Plan Review Fee"	means the sum of six hundred and forty five pounds and forty pence Index Linked) (payable in accordance with clause 1.3(C) – 1.3(D) (£645.40)

1. **Residential Travel Plan**

The Owner hereby covenants with the County Council as follows:

- 1.1 to pay the Residential Travel Plan Contribution to the County Council towards the production, approval and on-going review of a Residential Travel Plan for the Development as follows
- 1.1.1 the sum of One Hundred and Forty Three Thousand Seven Hundred and Fifty Pounds (£143 750) () Index Linked prior to the Commencement of Development
- 1.1.2 the sum of One Hundred and Forty Three Thousand Seven Hundred and Fifty Pounds (£143 750) Index Linked prior to the Commencement of Development of the two hundred and fifty 250th Dwelling
- 1.1.3 the sum of One Hundred and Forty Three Thousand Seven Hundred and Fifty Pounds (£143 750) Index Linked prior to the Commencement of Development of the five hundredth (500th) Dwelling
- 1.1.4 the sum of One Hundred and Forty Three Thousand Seven Hundred and Fifty Pounds (£143 750) Index Linked prior to the Commencement of Development of the seven hundred and fiftieth (750th) Dwelling
- 1.1.5 the sum of One Hundred and Forty Three Thousand Seven Hundred and Fifty Pounds (£143 750) Index Linked prior to the Commencement of Development of the thousandth (1000th) Dwelling
- 1.1.6 the balance of any sum due prior to Commencement of the twelve hundred and fiftieth (1250th) Dwelling

OR

1.2 not to Commence or allow Commencement of the Development unless and until a Residential Travel Plan has been submitted to the County Council for approval as an Approved Residential Travel Plan in accordance with the Planning Permission and thereafter to monitor and review the Approved Residential Travel Plan and submit a Residential Travel Plan Update to the County Council on the 12 (twelve) month anniversary after the date of first Occupation of the Development and on subsequent anniversaries or such other date as may be agreed with the County Council such monitoring to continue each year until the second anniversary of final Occupation of the Development; and

1.3 If the Owner proceeds under paragraph 1.2 above it will not allow first Occupation of any Dwellings unless and until it has complied with paragraphs 1.3 (a) or 1.3 (b) below as follows:

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

OR

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

AND

- (c) Prior to first Occupation of any Dwelling to pay the Travel Plan Review Fee) and;
- (d) On the anniversary of the First Payment and thereafter for the following each successive year until commencement of the final Dwelling on the same anniversary to pay the sum of six hundred

and forty five pounds and forty pence (£645.40)(Index Linked in each case)

- 1.4 In the event that the Owner fails in the reasonable opinion of the County Council to perform the obligations and deliver the requirements of the Approved Residential Travel Plan the County Council shall serve notice on the Owner confirming the actions required by the Owner to comply with the obligations contained in this Deed ("the Residential Performance Notice"); and
- 1.5 If after a period of twenty eight (28) days the Owner has failed in the reasonable opinion of the County Council to comply with the Residential Performance Notice the County Council may call in the Approved Residential Travel Plan Bond or utilise the Residential Travel Plan Deposit as the case may be and carry out the requirements of the Approved Residential Travel Plan without further recourse to the Owner.

Part 2

Residential Travel Plan Bond

DATED _____ 20

- and -

BOND

in respect of

Norfolk County Council
County Hall
Martineau Lane
NORWICH
NR1 2DH

THIS BOND reference number [ref no.] is made as a deed

this day of 20

By [] ("the Surety")

On behalf of: [] ("the Developer")

In favour of: THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich Norfolk ("the County Council")

WHEREAS:

- (A) by an agreement dated [] and made between the County Council and the Developer ("the Agreement") the Developer undertook to provide a bank bond issued in favour of the County Council in the sum of £[] ([] pounds) ("the Bond Sum")
- (B) the Surety at the request of the Developer and with the approval of the County Council has agreed to become the surety for the Developer and will pay to the County Council the Bond Sum upon demand.

NOW THIS DEED WITNESSES:

- 1. the Surety is held and firmly bound to the County Council in the sum of [£(pounds)] ("the Bond Sum") to be paid to the County Council for which payment we bind ourselves and our successors and assigns by these presents
- 2. upon receipt by the Surety of the County Council's written demand stating "the Developer has failed to duly perform and observe all the terms of the Agreement" ("Demand") the Surety shall pay to the County Council within 28 days of receipt of the Demand such amount as certified by the County Council as is required to satisfy and discharge the damages sustained by the County Council (including without prejudice to the generality thereof any costs actually incurred by the County Council pursuant to the Agreement)

3. receipt of a Demand from the County Council shall be taken as conclusive evidence by the Surety for the purposes of this Bond that a breach has occurred and the sum demanded is properly due PROVIDED THAT the amount demanded does not exceed the Bond Sum.
4. Multiple Demands may be made pursuant to this Bond up to the Bond Sum
5. Subject to the Developer performing the obligations in the Agreement the Bond Sum will reduce as follows:
 - a) Upon receipt of written confirmation from the County Council the Bond Sum shall be reduced by one tenth of the original Bond Sum upon the first anniversary of first Occupation (as defined in the Agreement) and thereafter upon receipt of the County Council's written confirmation by a further one tenth on each subsequent anniversary of first Occupation
 - b) To nil on the tenth anniversary of first Occupation PROVIDED THAT the County Council has provided it's written confirmation that the obligations in the Agreement have been complied with
6. This Bond shall expire upon the earlier of:
 - a) The date upon which the Bond Sum is reduced to nil: or
 - b) The date upon which the County Council confirms in writing that the Bond is no longer required and the same is formally released
7. This Bond is a continuing obligation and shall remain in full force until released or discharged in accordance with the provisions contained herein.
8. This Bond is personal to the County Council and is not transferable or assignable without the consent of the Surety such consent not to be unreasonably withheld PROVIDED THAT a Statutory successor in title to

the County Council shall automatically be deemed to have the consent of the Surety and will benefit from this Bond

9. Subject to Clause 8 above no party who is not a party to this Bond shall be entitled to enforce any of its terms for his own benefit and the application of the Contracts (Rights of Third Parties) Act 1999 to the terms of this Bond are hereby expressly excluded .
10. This Bond shall be governed by and construed in accordance with the law of England.

SIGNED as a Deed by
the Surety acting by:-

AUTHORISED SEALING OFFICER

TWELFTH SCHEDULE

County Council's Covenants with the Owner

RESIDENTIAL TRAVEL PLAN

1. Subject to the Owner complying with the Approved Residential Travel Plan the County Council on the first anniversary of first Occupation will reduce the Residential Bond Sum by an amount proportionate to the number of Dwellings Occupied at that time and thereafter by a further proportionate amount on a yearly basis
2. On reduction of the Residential Bond Sum in accordance with paragraph 1 above, the County Council shall within twenty eight (28) days return such reduced amount of the Residential Travel Plan Deposit (if applicable) to the Owner or confirm in writing to the Surety that such proportion of the Approved Residential Travel Plan Bond is released.
3. In the event the Owner has opted to make a payment to the County Council of the Residential Travel Plan Contribution the County Council covenants with the Owner to hold the Residential Travel Plan Contribution in an interest bearing account and to apply it and any interest accrued upon it to the provision, implementation and on-going review of a Residential Travel Plan for the Development
4. The County Council covenants with the Owner to hold the Residential Travel Plan Contribution in an interest bearing account and to apply it and any interest accrued upon it to the provision, implementation and on-going review of a Residential Travel Plan for the Development

THIRTEENTH SCHEDULE

Marriotts Way Repair Works

In this Schedule, the following words and phrases shall unless the context otherwise requires bear the following meanings:

"Marriott's Way Repair Works"	means work to repair and resurface those parts of Marriott's Way shown by a red line on the Marriott's Way Surfacing Works Plan in accordance with the Marriotts Way Specification
"Marriott's Way Specification"	All of the works as set out in the document "Marriott's Way Surfacing Improvements June 2022" attached hereto.

- 1 the Owner shall undertake the Marriott's Way Repair Works within 6 months from completion of the Binder Course of the Spine Road

FOURTEENTH SCHEDULE

Skylark Compensation

In this Schedule, the following words and phrases shall unless the context otherwise requires bear the following meanings:

"Owner's Skylark Compensation Land"	means the land shown edged and hatched blue on the Skylark Compensation Plan
"Relevant Council"	means the County Council or the Council (as applicable)
"Skylark Compensation Plan"	means the Ecological Mitigation Land Plan
"Skylark Compensation Strategy"	means the strategy shown on / forming part of the Ecological Mitigation Land Plan or any amendment thereto agreed in writing by the Relevant Council

- 1 The covenants in this Schedule are made under Section 106 of the Act with the intention that they should bind:
 - 1.1 in the case of paragraph 2, the Owner's freehold interest in the Owner's Skylark Compensation Land only (and, for the avoidance of doubt, not the Site)
- 2 The Owner covenants with the County Council in relation to the Owner's Skylark Compensation Land only:
 - 2.1 to implement the Skylark Compensation Strategy at the Owner's expense on the Owner's Skylark Compensation Land

for the period of ten (10) years following Commencement of Development unless otherwise agreed in writing with the Relevant Council(s); and

- 2.2 for the period of ten (10) years beginning with Commencement of Development on request to provide the Relevant Council(s) (marked for the attention of the Section 106 Monitoring Officer) with photographic evidence of the skylark plots in place on the Owner's Skylark Compensation Land during the preceding year pursuant to the Skylark Compensation Strategy (such evidence to be delivered no later than the 31 August in each year, the first such evidence being provided in the calendar year following the first anniversary of Commencement of Development)

FIFTEENTH SCHEDULE

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 £[] Index Linked payable to the Council in respect of its duties and reasonable costs of monitoring performance 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.

SIXTEENTH SCHEDULE

County 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:

"County Council Monitoring Fee"	means the sum of One Thousand Five Hundred Pounds (£1,500) Index Linked payable to the County Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed
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The Owner covenants with the County Council as follows:

1. **COUNTY COUNCIL MONITORING FEE**

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

SEVENTEEH SCHEDULE
Off-Site Open Space Contribution

The Council covenants with the Owner as follows:

- 1.1 to place the Off-Site Open Space Contribution in a central interest bearing account and apply the same towards the purpose for which it was paid
- 1.2 in the event that any of the Off-Site Open Space contribution has not been committed (by way of contract or otherwise) to the purpose for which it was paid within 5 years of final Occupation of the Development then the Council or County Council (as appropriate) shall repay to the payer so much of the Off-Site Open Space contribution as shall remain uncommitted together with any interest accrued

EIGHTEENTH SCHEDULE

BUS SERVICE PAYMENT

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

“Bus Service Payment” shall mean the sum of four hundred and forty five thousand one hundred and sixty one pounds (£445,161) and increased in line with the Bus Service Payment Inflation Provision towards an extension of the existing Thorpe Marriott bus service, via the development spine road with a minimum 30 minute frequency between the development and Norwich city centre between the following hours:

- 06:00 – 19:00 Mondays to Fridays (excluding Bank Holidays),
- 06:30 – 19:00 on Saturdays
- 08:30 – 18:30 on Sundays and Bank Holidays,

and with a minimum 60 minute frequency between the development and Norwich city centre between the hours of:

- 19:00 - 23:15 Mondays to Fridays (excluding Bank Holidays),
- 19:00 - 23:15 on Saturdays .
- 18:30 – 23:15 on Sundays and Bank Holidays,

or such other hours as the County Council may from time to time approve. Such service is to be provided by a bus operator or operators with details of the service and operators to be approved in advance in writing by the County Council.

“Bus Service Payment Inflation Provision” shall mean The increase (if any) in the *Office for National Statistics Retail Price Index (All Items)* between September 2028 and the date upon which payment is made

pursuant to this Deed (or if such index ceases to be published such other index as the Council shall reasonably determine)

The Owner covenants with the County Council as follows;

- 1 Not to cause or permit the Occupation of more than one hundred (100) Dwellings on the Site until the Bus Service Payment been has been paid in full to the County Council or directly to the operator or operators, if approved in advance in writing by the County Council.

NINETEENTH SCHEDULE

County Council Covenants with the Owner

1. MISCELLANEOUS

The County Council covenants with the Owner as follows;

- 1.1 To hold the Bus Service Contribution pursuant to the obligations set out in this Deed in an interest bearing account.
- 1.2 To apply the Bus Service Contribution paid together with any interest accrued under this Deed wholly and exclusively for the purposes for which the contributions were paid.
- 1.3 In the event that any of the Bus Service Payment has not been committed (by way of contract or otherwise) to the purpose for which it was paid within ten (10) years of the date of payment then the County Council shall repay to the payer so much of the Bus Service Contribution as shall remain uncommitted together with any interest accrued

TWENTIETH SCHEDULE

Nutrient Neutrality

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

“Care Home Development” means the development of a care home on part of the land registered at the Land Registry under title number NK421814 pursuant to planning application 20220512 including any variation thereto or any subsequent planning application submitted in substitution thereto.

“Care Home Nutrient Neutrality Units” means the maximum number of units required in respect of the Care Home Development as a whole as set out in the report entitled LAND ADJACENT TO TAVERHAM NURSERY FIR COVERT ROAD TAVERHAM, NUTRIENT NEUTRALITY ASSESSMENT AND MITIGATION STRATEGY Document Reference 22106-NUT–RP-01 C05 (04.03.2024)) (“**the Care Home Report**”) and the Nutrient Budget with pre 2030 shown within Table 1 on page 10 of the Care Home Report, the mitigation for the Nitrate deficiency of 133.83 TN kg/year and the mitigation for the phosphate deficiency of 4.67 TP kg/year will be subject to recalculation of the exact number required in accordance with the express written agreement of the Council when improvements/amendments to the public sewage/drainage system serving the Site which have either been completed or are in the course of construction PROVIDED THAT the number of units required in respect of the Care Home Development as a whole shall not exceed the maximum number of units as set out in the Care Home Report above

“Nutrient Neutrality Units” means the maximum number of units required in respect of the Development as a whole as set out in the report entitled MARRIOTT'S PARK BRECK FARM, TAVERHAM NUTRIENT NEUTRALITY ASSESSMENT AND MITIGATION STRATEGY Document Reference 22101-NUT–RP-01 C05 (04.03.2024)) (“**the Report**”) and the Yare Nutrient Budget with SuDS pre 2030 shown within Table 8 on page 17 of the Report, the

mitigation for the phosphate deficiency of 65.03 TP kg/year in respect of the initial seven hundred and fifty one (751) Dwellings and the mitigation for the phosphate deficiency of 17.84 TP kg/year for the remaining Dwellings to be constructed on the Site will be held by the Developer and evidenced to the Local Authority but subject to recalculation of the exact number required in accordance with the express written agreement of the Council when improvements/amendments to the public sewage/drainage system serving the Site which have either been completed or are in the course of construction PROVIDED THAT the number of units required in respect of the Development as a whole shall not exceed the maximum number of units as set out in the Report above

"Septic Tank" the septic tank shown hatched red on Plan 1460/PLN/104

The Owner covenants with the Council as follows;

1. To Construct a new pumping station adequate for the existing and additional flows to an adoptable standard with an underground tank, pumping main, associated works and services connecting to the foul drainage network to the discharge point agreed with Anglian Water. All connections to the existing tank to be extended/relaid as necessary to the new tank position and a new connection to be made available for the proposed care home under planning application ref 20220512. All works to be carried out in general accordance with ASD drawings 1460/PLN/100 to 104 (attached to this Deed) inclusive subject to amendments arising from the detailed design under reserved matters approvals
2. To connect the pumping main to the existing foul drainage network at a point to be agreed with Anglian Water. This is currently envisaged to be at a manhole on the junction of Breck Farm Lane/Kingswood Avenue as indicated on drawing 1460/PLN/100.

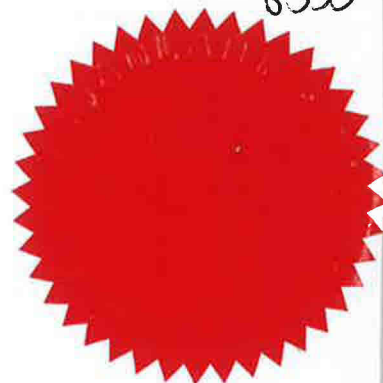
3. Following the redirection of the existing drainage pipework and the commissioning of the pump station to live status the Septic Tank will be de-commissioned in accordance with all appropriate regulations with the Septic Tank being removed from its current site and the excavation being reinstated and compacted to leave a level surface.
4. Not to permit the Occupation of any Dwellings in any Phase of the Development or the Care Home Development unless evidence from Anglian Water confirming that the mains drainage connection as outlined in paragraph 1 above has been provided in writing to the Council to that effect rendering the units, created through the mitigation as outlined in the Report including the Nutrient Neutrality Units and the Care Home Nutrient Neutrality Units, operational and capable of mitigating the nutrient budgets for overnight accommodation to sites including Marriott's Park Development and the Care Home Development, areas involved in the mitigation strategy as indicated on drawing 1460/PLN/105.

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

8555

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

)
)
)



Authorised Signatory:

Deputy Monitoring Officer

CM Moresford

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

THE COMMON SEAL OF
Norfolk County Council
was affixed hereto in the presence of:

)
)
)

10306



.....
authorised for and on behalf of the Director of Legal Services (nplaw)
and this deed has been duly and properly executed
in accordance with the constitution of Norfolk County Council

Authorised to sign on behalf of the
Director Legal Services (nplaw) & Monitoring Officer
Norfolk County Council

Date:

04/09/24

EXECUTED AS A DEED by
KATE ALICE PAUL
in the presence of:

)
)
)



as attorney



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EXECUTED AS A DEED by
DAVID EDWARD BROWN
in the presence of:

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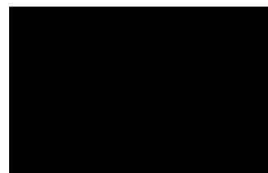
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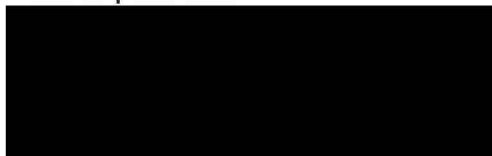
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