

DATED

19th December

2024

BROADLAND DISTRICT COUNCIL

- and -

CHRISTOPHER JOHN CHARLES MUTTEN

-and-

BADGER BUILDING (E.ANGLIA) LIMITED

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

relating to land at Barn Owl Close Reedham NR13 3TA

THIS DEED is dated

19th December

2024

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL Horizon Business Centre, Peachman Way, Norwich NR7 0WF (referred to as "the Council")
- (2) [REDACTED] of 18 Riverside, Reedham, Norfolk NR13 3TF (referred to as "the Owner")
- (3) BADGER BUILDING (E. ANGLIA) LIMITED (company number 02407008), whose registered office is at The Sett Lodge Lane, Blundeston, Lowestoft, Suffolk, United Kingdom, NR32 5ED (referred to as "the Developer")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is the local planning authority for the area within which the Site is situated
- (B) By the Transfer the Developer has purchased the part of the Site in which they currently have no legal interest pending registration of the Transfer at H M Land Registry and has applied for the Permission and the Council has resolved to grant the Permission subject to the Parties entering into this Deed
- (C) The Owner owns the legal interest in the freehold of part of the Site registered at Land Registry under title number NK333206 until such time as the Transfer is registered at H M Land Registry and the legal interest passes to the Developer
- (D) The Developer owns the freehold of part of the Site registered at Land Registry under title number NK463807 and the equitable interest pursuant to the Transfer in part of the Site registered at Land Registry under title number NK333206 until such time as the Transfer is registered at H M Land Registry and the legal interest passes to the Developer

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

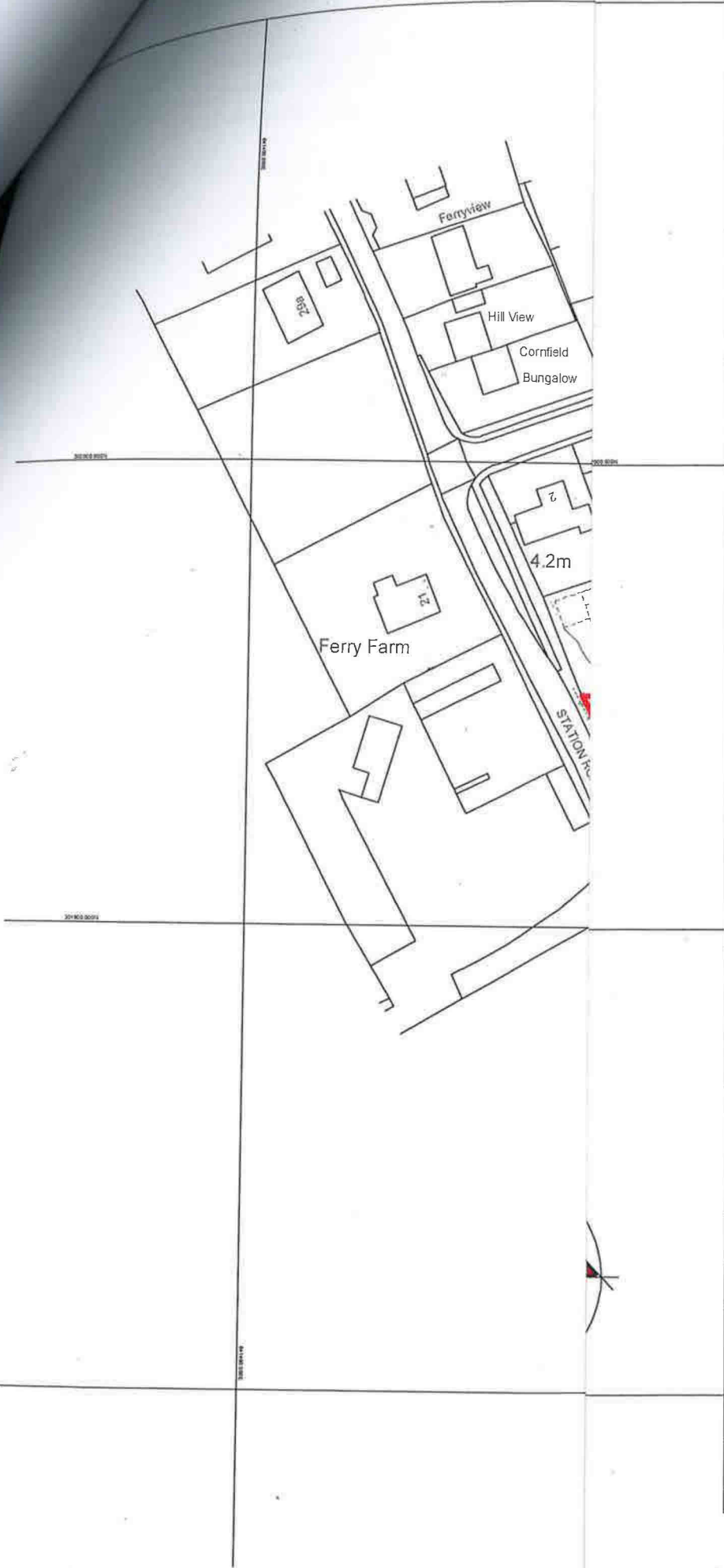
Act	the Town and Country Planning Act 1990
Commencement	the date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:

	site clearance
	demolition
	archaeological investigations
	ground surveys
	removal of contamination
	erection of temporary fences
	temporary display of site notices and/or advertisements
	and 'Commence' and 'Commenced' will be construed accordingly
Development	the Development of the Site as in accordance with the Permission
Dwelling	a dwelling to be built on the Site as part of the Development
Index Linked	index linked from January 2015 until the date any payment referred to in this Deed is made, such index linking being equivalent to any change in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index published by the Office for National Statistics (or if such indices cease to be published, another index notified to the Owner by the Nominated Officer)
Nominated Officer	the senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Occupation	<p>occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <p>construction</p> <p>internal and external refurbishment</p> <p>decoration</p> <p>fitting-out</p>

	marketing
	security operations
	and 'Occupy' and 'Occupied' will be construed accordingly
Permission	the full planning permission to be granted by the Council for the construction of 27 dwellings, extension of Barn Owl Close, including revision to line of footpath and allocated reference number 20220887 or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development
Plan	the plan attached to this Deed named 'Site Location Plan' with reference LOC1 Rev B
Site	the land known as land at Barn Owl Close Reedham NR13 3TA which forms part of the land registered at H M Land Registry under title numbers NK333206 and NK463807 which is shown edged red on the Plan
Transfer	a Transfer of land on the east side of Station Road, Reedham being part of the land registered at H M Land registry under title number NK333206 dated 16 October 2024 and made between (1) The Owner and (2) The Developer
Trigger	the date of Commencement and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council against the Site
- 2.2 Covenants given by more than one party can be enforced against them individually or jointly



NOTES

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Written dimensions must be used in preference to scaled.

Contractors must check all dimensions on site.
Discrepancies are to be reported to the Architects before proceeding.

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1:1250 Scale Bar



REVISIONS

REV		DATE
A.	Red line extended to include Barn Owl Close.	09/05/22.
B.		05/22.


Deputy Monitoring Officer
Sinead Carey

CLIENT:

BADGER
setting the standards



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PROJECT:

RESIDENTIAL DEVELOPMENT,
LAND OFF BARN OWL CLOSE,
REEDHAM,
NORFOLK.

DRAWING TITLE:

SITE LOCATION PLAN

DRAWING STATUS:

For Planning

SCALES - 1:1250 @ A3

DATE - DECEMBER 2021



**EASTERN DESIGN
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REV.

B.

- 2.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 This Deed is governed by and interpreted in accordance with the law of England and Wales
- 2.6 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the successors to their respective statutory functions.
- 2.7 Representatives of the Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
- 2.7.1 they do not enter any individual Dwelling; and
 - 2.7.2 they adhere to all reasonable health and safety requirements.

3. COVENANTS

- 3.1 The Owner covenants with the Council in respect of the Site so as to bind himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed
- 3.2 The Council covenants with the Owner to comply with its obligations contained in this Deed

4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)
- 4.2 The Owner and the Developer confirms that they are the freehold owners of their respective parts of the Site with full power to enter into this Deed and that there is no person or body whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 Save for the obligations contained in Schedule 1 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein the

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

- 4.3.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease
- 4.3.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications highways or any other services in connection with the Development of the Site.
- 4.4 On completion of this Deed the Developer will pay the Council's reasonable legal costs properly incurred in connection with this Deed
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed
- 4.8 If the Permission is quashed revoked or expires before Commencement then, save for clause 4.4, this Deed will cease to have effect (insofar only as it has not already been complied with)
- 4.9 Subject to clause 4.10, nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed
- 4.10 If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion)
- 4.11 This Deed is registrable as a local land charge
- 4.12 Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges

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

5. DISPUTES

- 5.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding
- 5.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his functions. The fresh appointee is to be appointed in the manner prescribed in this Clause
- 5.3 The expert is to make his decision within 6 weeks of being appointed
- 5.4 The costs of appointing the expert are to be shared equally by the Parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs
- 5.5 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

6. USE OF CONTRIBUTIONS INDEXATION INTEREST AND VAT

- 6.1 The improvements referred to in this Deed for which contributions are required may at the Council's absolute discretion be commenced or provided (in whole or in part) at any time after the date of this Deed even if payment of the relevant contribution may not have become due
- 6.2 If the improvements have been commenced or provided prior to the due date for payment of the relevant contribution then the payment will be regarded as a reimbursement of the costs incurred in providing the improvement
- 6.3 Nothing in this Deed binds the Owner to pay;

- 6.3.1 any contribution before the date on which it is due under the Schedules, or
 - 6.3.2 any contribution at all if the relevant due date is not reached, or
 - 6.3.3 any greater contribution than provided in the relevant Schedule
- 6.4 The Council are entitled to use all interest accrued on each contribution specified in the Schedules from the date of actual payment of the contribution until the date when the contribution is spent.
- 6.5 The contributions specified in the Schedules are to be Index Linked SAVE FOR the Recreational Impact Avoidance and Mitigation Contribution which shall increase in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision
- 6.6 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
 - 6.6.1 the contributions are a debt due to the Council and are recoverable by action by the Council; and
 - 6.6.2 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 6.7 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid
- 6.8 Any money from time to time held by the Council in respect of any payment made to the Council by the Owner under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return by the Council to the party who made that payment if that party:
 - 6.8.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
 - 6.8.2 passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or
 - 6.8.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed

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

7. NOTIFICATIONS

- 7.1 Save for the written confirmation referred to in the definition of Permission which shall be deemed as given on the issue of the decision notice, any notice or written communication given under this Deed is validly given if hand delivered or sent by first class or recorded post to the address set out at the beginning of this Deed, unless written notification of another address has been received
- 7.2 The Owner will notify the Nominated Officer in writing of the anticipated Triggers seven days in advance of each anticipated date and the actual Triggers within seven days of each actual date
- 7.3 If either the Owner or the Developer disposes of their interest in all or part of the Site they will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owner shall not be required to give such notice when disposing of individual Dwellings constructed pursuant to the Permission

8. CONDITIONALITY

- 8.1 The planning obligations contained in the Schedules to this Deed are conditional upon:

8.1.1 the grant of the Permission; and

8.1.2 the Commencement of Development

Save for the provisions of this Clause and Clauses 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 4, 5, 6, 7, and 9 which shall come into effect immediately on completion of this Deed and any obligation contained in this Deed which must be performed prior to Commencement of the Development which shall come into effect immediately on the grant of the Permission

9. DELIVERY

- 9.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE 1

AFFORDABLE HOUSING

PART 1

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

"Additional Affordable Housing"	Means any affordable housing as defined in the NPPF and approved by the Council in writing in addition to the Affordable Housing required by the Council's policy as part of the Affordable Housing Provision
"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 such other tenures which the Council approves in writing which comply 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"	the mix of Intermediate Housing and Affordable Housing for Rent, dwelling types, location and size as set out in Part 3 of this Schedule or as otherwise agreed with the Council in writing
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none">- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;

- full details of the design of the Affordable Dwellings

- The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;

AND, where the Parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision:

- The number, location, type and size of Affordable Dwellings to be constructed on the Site;

- full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Affordable Housing for Rent or such other tenures which the Council approves in writing;

- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme

"Affordable Housing for Rent"

Means one or more of Affordable Rented Dwellings, Social Rented Dwellings or (if agreed by the Council) Intermediate Rented Dwellings as approved by the Council in writing

"Affordable Rented Dwellings"

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

"Approved Affordable Housing Scheme"

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

"Eligible Household"	A person or persons in need of accommodation who are unable to rent or buy on the local open market nominated by the Council in accordance with Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a Shared Ownership Housing dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"Intermediate Housing"	one or more of Shared Ownership Dwelling, Shared Equity Dwelling, Rent to Buy, or other low-cost homes for sale (at a price equivalent to at least 20% below local market value) that Eligible Households can afford as determined by the Council acting reasonably or as otherwise agreed with the Council in writing.
Intermediate Rented Dwellings	Dwellings at rents above those of Social Rented Dwellings but below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area) as determined by the Council
"NPPF"	The National Planning Policy Framework published in December 2023 or any replacement thereof.
"Open Market Dwelling"	Any dwelling constructed as part of the Development which is not an Affordable Dwelling
"Practically Complete"	Means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include

in a schedule of minor snagging items and "Practically Completed" and "Practical Completion" shall be construed accordingly

"Provider"

either:

(i) a Registered Provider; or

(ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council

"Public Subsidy"

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

"Registered Provider"

Is as defined in the Housing and Regeneration Act 2008

"Rent to Buy"

means Affordable Dwellings rented for a minimum period of five years at not more than 80 percent of market rent with an option to purchase for the existing tenant following that period

"Shared Equity Dwelling"

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 Dwelling"

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
- 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 (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 1% or such other rent as complies with the requirements from time to time of the 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 the Development until the Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 1.2 Not to Occupy more than the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred or are to be disposed of to owner-occupiers, this obligation shall not apply
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 1.4. Not to offer for sale any Intermediate Housing (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing dwellings
- 1.5. Not to occupy more than 50% of the of the Open Market Dwellings until all/100% of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme

are Practically Complete and have been transferred to the approved Provider (or individual owner - occupiers where appropriate and set out in the Affordable Housing Scheme, or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the following terms:

- a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
- b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
- c) with the benefit of all necessary easements, rights and utilities; and
- d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme.

1.6 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Connection Cascade) in relation to any Affordable Housing for Rent but excluding any Intermediate Housing

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

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

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

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

- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwelling(s) 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 Dwelling(s) to another Registered Provider or to the Council (as agreed and determined by the Council) for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
- b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings.

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

2. It is agreed between the Council and the Owner as follows:

- 2.1 That the Owner may provide Additional Affordable Housing on the Site in place of any or all of the Open Market Dwellings with the consent of the Council in writing.
- 2.2 That any Additional Affordable Housing is not required as a result of the Development and does not form part of the Affordable Housing Scheme.
- 2.3 Any Additional Affordable Housing shall not be bound by the terms of this Deed

Part 2 – Local Connection Criteria

The Owner hereby covenants with the Council as follows:

1. Unless otherwise agreed in writing up to one third (or such other amount as the Council shall reasonably require) of the Affordable Housing for Rent (as chosen by the Council) shall be let on first occupation in accordance with the local lettings policy set out below:
 - 1.1 first allocations shall be made to people living in the Parish of Reedham;
 - 1.2 if there is no suitable person in paragraph 1.1 then allocations will be made to people who work in the Parish of Reedham;
 - 1.3 if there are no suitable persons in paragraphs 1.1 or 1.2 then allocations will be made to people who need to move to the Parish of Reedham to give/receive support to/from close family.
 - 1.4 If there are no suitable persons in paragraph 1.1, 1.2 or 1.3 above, then 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.
2. Administrative Procedure for Nominations
 - 2.1 To grant to the Council nomination rights to 100% of the Affordable Housing for Rent for first and future lets unless otherwise agreed in writing.
 - 2.2 The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the Council and the Owner shall agree between them.

Part 3 – Affordable Housing Mix

Plot No	Property Type	No of Persons	Tenure
16	3 bedroom house	4	S/O or S/E
17	3 bedroom house	4	S/O or S/E
18	3 bedroom house	4	S/O or S/E
19	1 bedroom Bungalow (wheelchair accessible)*	2	rent
20	1 bedroom Bungalow (wheelchair accessible)*	2	rent
21	2 bedroom house	4	rent
22	2 bedroom house	4	rent
23	3 bedroom house	5	rent
24	3 bedroom house	5	rent

* Bungalows to be provided with widened doorways (min 900mm) front and rear, level access front and rear thresholds and widened corridors plus wet room as standard (Minimum Part Building Regulation M4(2) standard or any successor)

S/O = Shared Ownership Dwelling

S/E = Shared Equity Dwelling

SCHEDULE 2

OPEN SPACE

Part 1

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

"Approved Open Space Scheme"	The Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
"Defect"	Means any defect or damage to the Open Space and any equipment provided as part of the Approved Open Space Scheme resulting from a failure of the Owner to properly provide or maintain the Open Space or arising despite compliance by the Nominated Body with the maintenance and management requirements agreed under the Approved Open Space Scheme.
"Defects Period"	Means the period of 12 months from transfer of the Open Space to the Nominated Body
"Green Infrastructure Contribution"	Means that part of the Off-Site Open Space Contribution and / or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as detailed in Part 3 of this Schedule
"Management Company"	a company to be set up or appointed for the purposes of managing and maintaining the Open Space in perpetuity
"Maintenance Schedule"	Details of the type and frequency of ongoing maintenance of the Open Space, including any amendment or substitution therefore as approved by the Council as part of the Open Space Scheme
"Nominated Body"	one of the following as determined by the Council: (a) the town or parish council for the area within which the Site is located (b) such other body as the Council may elect as being responsible for maintenance of the Open Space (which may at the Council's discretion include the Council)

- (c) the Management Company
- (d) the Council
- (e) such other body as the Council may elect as being responsible for maintenance of the Open Space (acting reasonably)

"Off-Site Open Space Contribution"

The sum of £100,000 (One-Hundred Thousand Pounds) Index Linked in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Policies at the date of this Deed or, in the event of any change in the amount of Open Space to be provided on the Site, such other sum as the Council may agree in writing in its absolute discretion calculated in accordance with Part 3 of this Schedule and Index Linked and applied towards the provision of Open Space within the parish of Reedham

And for the Green Infrastructure Contribution to be used in line with and applied towards the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3 within the district of Broadland

"Open Space"

Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies

"Open Space Policies"

Means the policies contained in the Councils 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 relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

"Open Space Maintenance Contribution"

A financial contribution towards the repair and maintenance of the Open Space to be calculated in accordance with the Council's Open Space Policies and Part 2 of this Schedule, such sum to be Index Linked

"Open Space Scheme"

A scheme to secure the provision of Open Space calculated in accordance with Part 4 of this Schedule (unless the

Nominated Officer agrees an Off-Site Open Space Contribution in lieu of part or all of the Open Space in which case such lower amount as the Nominated Officer agrees) and containing:

- full details of the amount of any sport, play, allotment and green infrastructure provision to be provided in line with the Open Space Policies
- the extent, location and boundaries of the Open Space
- details of the design and layout of the Open Space including all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications
- details of the design and layout of the Open Space all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications
- details of the ongoing management and maintenance of the Open Space until transfer including proposals in relation to the Nominated Body following consultation with the relevant town or parish council for the area within which the Site is situated
- where the Nominated Body is not the town or parish council for the area within which the Site is located, the Maintenance Schedule
- A timetable for the laying out and provision of the Open Space by reference to occupation and completion of Dwellings on the Site submitted to and approved in writing by the Council
- such other information as the Council may reasonably require to enable approval of the Open Space Scheme

Standard Terms

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

- the transfer of the freehold estate of the Open Space Unencumbered with full title guarantee
- for a sum not exceeding £1 (one pound)
- with the benefit of all necessary rights and easements and with vacant possession
- subject to a restriction on the future use of the Open Space for recreational and amenity purposes by the general public
- an obligation to maintain the Open Space in accordance with the Approved Open Space Scheme to a standard suitable for use by members of the public

a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owner

"Unencumbered"

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

The Owner hereby covenants with the Council as follows:

1. OPEN SPACE

- 1.1 Not to Commence the Development until the Open Space Scheme has been submitted to and approved in writing by the Nominated Officer
- 1.2 Where the Nominated Officer has agreed to a deficiency in the amount of Open Space within the Site, the Off-Site Open Space Contribution shall be paid prior to the Occupation of 50% of the Dwellings

2. ON-SITE OPEN SPACE

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

- 2.1 To layout and provide the Open Space in accordance the Approved Open Space Scheme to the written satisfaction of the Council and not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Open Space Scheme and the planning conditions imposed by the Planning Permission
- 2.2 to thereafter maintain the Open Space Unencumbered to a standard suitable for use by members of the public in accordance with the Approved Open Space Scheme or such other standard as approved by the Nominated Officer in writing and not to use the Open Space for any purpose other than public recreation and amenity land for the general public
- 2.3 Not to Occupy more than 80% of the Dwellings until:
 - (a) In the event that the Management Company is the Nominated Body:
 - (i) the Management Company has been created to the satisfaction of the Council; and

- (ii) the memorandum and articles of association and the form of transfer of the Open Space to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council; and
- (b) the Open Space has been provided in accordance with the Approved Open Space Scheme and transferred to the Nominated Body subject to the Standard Terms; and
- (c) if the Nominated Body is not the Management Company the Open Space Maintenance Contribution has been paid to the Council

PROVIDED THAT the Nominated Body shall not accept the transfer of the Open Space unless it has been provided and maintained in strict accordance with the Approved Open Space Scheme

- 2.4 to repair and make good any Defect in the Open Space during the Defects Period to the written satisfaction of the Council

Part 2

Council Obligations

The Council covenants with the Owner as follows:

- 3.1 To hold any contribution received under this Schedule in an interest-bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) within:
 - a. 10 years of receipt of the Green Infrastructure Contribution; and
 - b. 5 years of receipt of the Off-Site Open Space Contribution,
 to repay the unspent balance to the payer together with any interest accrued
- 3.2 The Council shall upon approval of the Open Space Scheme confirm the Nominated Body.
- 3.3. in the event that the Nominated Body is not confirmed in accordance with 3.2 above and PROVIDED THAT paragraph 1.1 of Part 1 of this Schedule has been complied with and the relevant town or parish council for the area has not confirmed it intends to be the Nominated Body, the Nominated Body shall be the Management Company

- 3.4. to pay the Open Space Maintenance Contribution to the Nominated Body within 28 days of receipt

Part 3

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

Contribution towards purchase of land

Land purchase					
Property	Play	Sports	Allotments	Green Infrastructure	Total
1 bed	51	252	24	600	927
2 bed	68	336	32	800	1236
3 bed	85	420	40	1000	1545
4 bed	102	504	48	1200	1854
5 + bed	119	588	56	1400	2163
cost / sq m	10	10	10	10	

Equipping of Off Site Open Space

Equipping					
Property	Play	Sports	Allotments	Green Infrastructure	Total
1 bed	89	288	15	429	821
2 bed	119	385	19	572	1095
3 bed	148	481	24	715	1368
4 bed	178	577	29	858	1642
5+ bed	207	674	34	1001	1916
cost / sq m	17.45	11.43	6.25	7.15	

Maintenance of Off-Site and On-Site Open Space

Maintenance					
Property	Play	Sports	Allotments	Green Infrastructure	Total
1 bed	30	303		253	586
2 bed	41	404		338	783
3 bed	51	504		422	977
4 bed	61	605		506	1172
5+ bed	72	707		591	1370
cost / sq m	5.88	12.02	0.00	4.22	

Part 4

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

Number of bedrooms	Children's play spaces m ²	Sports facilities m ²	Allotments m ²	Green Infrastructure m ²
1 bed	5.1	25.2	2.4	60
2 bed	6.8	33.6	3.2	80
3 bed	8.5	42.0	4	100
4 bed	10.2	50.4	4.8	120
5+ bed	11.9	58.8	5.6	140

SCHEDULE 3

Recreational Impact Avoidance and Mitigation Contribution

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

"Recreational impact Avoidance and Mitigation Contribution"	the financial contribution to be calculated using the Recreational Impact Avoidance and Mitigation Contribution Calculation and increased in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision and applied towards the mitigation of the impacts of the Development on the specified Zones of Influence(s) as identified in the Strategy
"Recreational impact Avoidance and Mitigation Contribution Calculation"	the sum of £185.93 x the total number of new Dwellings proposed pursuant to the Planning Permission to calculate the Recreational Impact Avoidance and Mitigation Contribution
"Recreational impact Avoidance and Mitigation Contribution Inflation Provision"	The increase (if any) in the Office for National Statistics Retail Price Index (All Items) between January 2022 and the January immediately prior to the start of the financial year within which payment is made pursuant to this 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 Commencement of Development until the Recreational impact Avoidance and Mitigation Contribution has first been paid in full to the Council.

SCHEDULE 4

Council Monitoring Fee

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

"Council Monitoring Fee" The sum of £1,101 increased in line with the Index Linking payable to the Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed

The Owner hereby covenants with the Council as follows:

1. **COUNCIL MONITORING FEE**

To pay the Council Monitoring Fee to the Council on completion of this Deed.

SCHEDULE 5

Footpath Dedication

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

"Footpath A1Da"	The proposed new public footpath between points A1 and Da as shown in yellow on the Footpath Plan or such other route as agreed with the Council in writing
"Footpath Plan"	the plan annexed to this Deed and marked 'Dedication of public footpaths in the parish of Reedham'
"Pedestrian Improvement Works"	<p><u>Path A-D</u></p> <p>This path is to be a dedicated PROW widened to 2m, levelled and is to receive 75mm top dressing of suitable compacted hoggin material over 100mm of Type 1 subbase.</p> <p><u>Path Da-A1</u></p> <p>This path is to be a dedicated PROW 2m wide, levelled, and to receive a 75mm top dressing of suitable compacted hoggin material over 100mm of Type 1 subbase.</p>
"Pedestrian Improvements Costs Assessment"	the financial costs reasonably and properly incurred by the Developer only for the construction of the Pedestrian Improvements Works not to include the costs connected to any s278 Highways Act 1980 Agreements as required

1. The Owner covenants with the Council as follows:

- 1.1 Not to Occupy more than 50% of the Dwellings before completion of the Pedestrian Improvement Works to the reasonable satisfaction of the Council.
- 1.2 No later than completion of the Pedestrian Improvement Works to enter into such agreement(s) as may be necessary for the dedication of Footpath A1Da as a Public Right of Way.

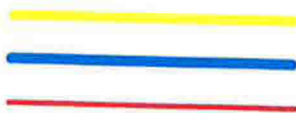
ation of public footpaths in the parish of

ham

icated Footpath (Da to A1)

icated Footpath (D to A)

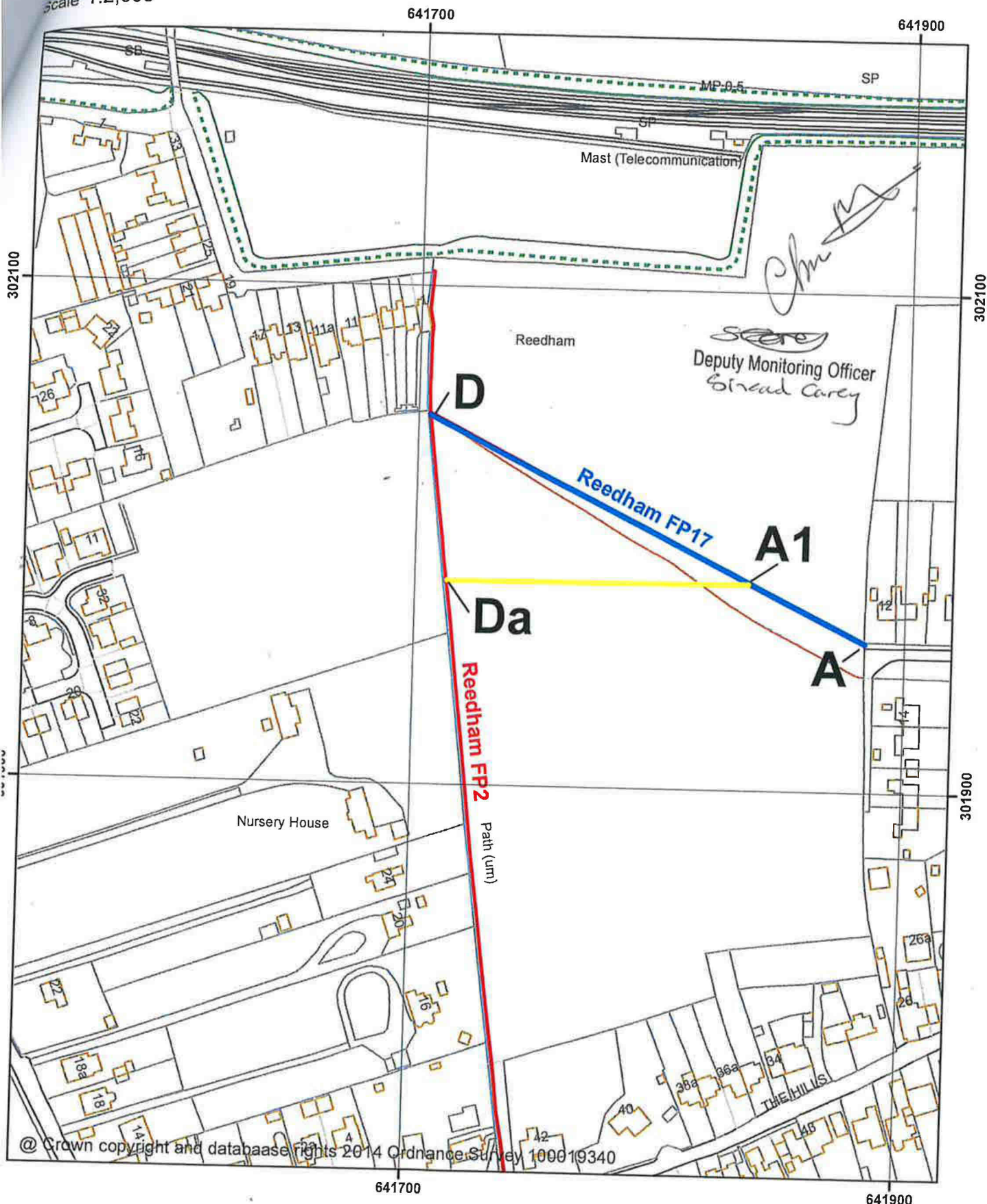
edham Public Footpath No. 2



Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2SG



Scale 1:2,000

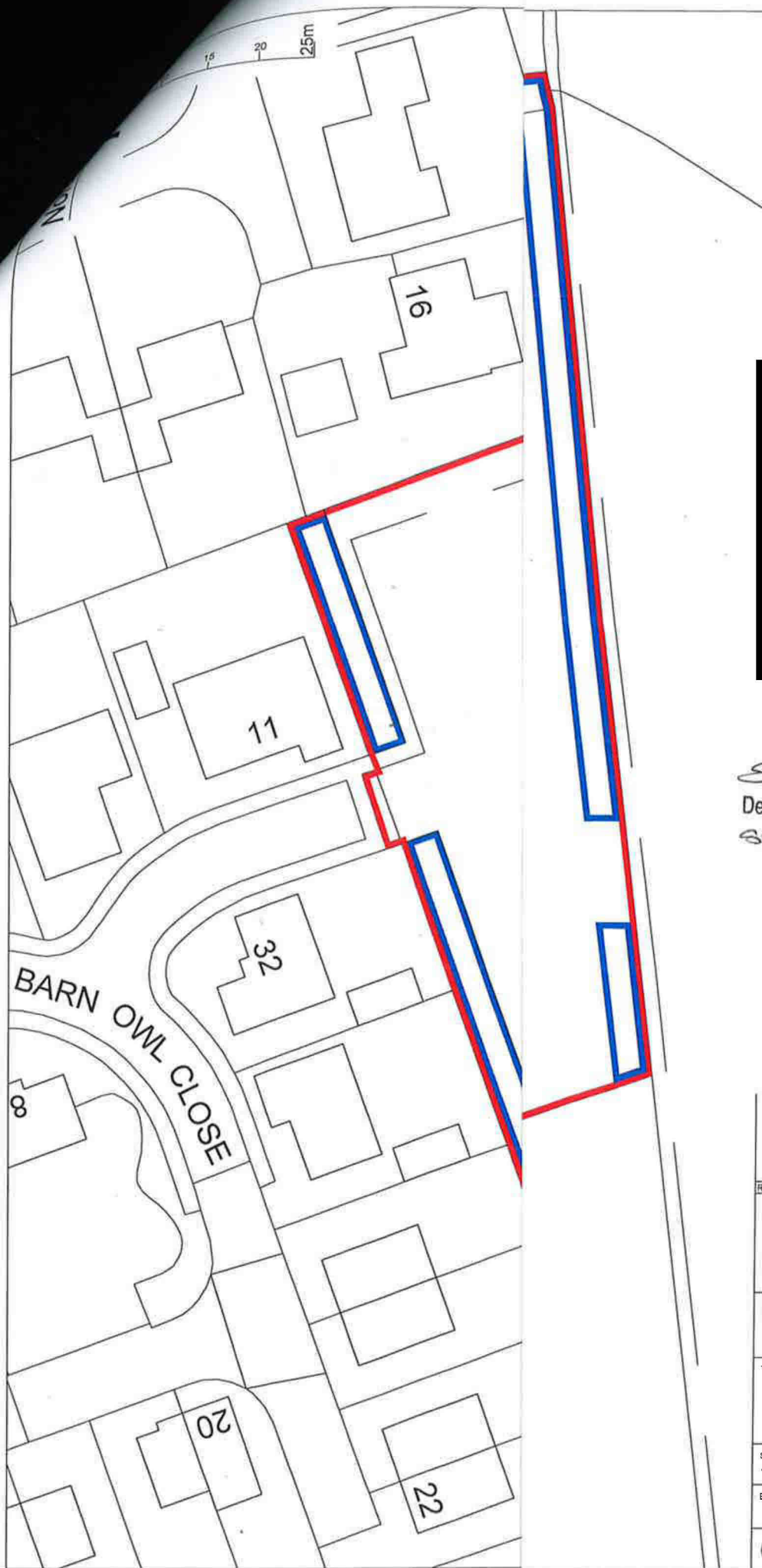


2. The Developer hereby covenants with the Council as follows:

2.1 Within 28 days of completion of the Pedestrian Improvement Works the Pedestrian Improvements Costs Assessment shall have been submitted to and approved by the Council (acting reasonably)

3. The Council hereby covenants with the Developer as follows:

3.1 Following approval of the Pedestrian Improvement Costs Assessment in accordance with paragraph 2.1 above to reduce the green infrastructure and informal open space element of the Off-Site Open Space Contribution by the approved amount of the Pedestrian Improvement Costs Assessment.




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Notes:

- 1.) Ordnance Survey Licence number 100022432.



SECRET
Deputy Monitoring Officer
Sinead Cury

A First issue.		13/09/24
Rev: Description:		Date:
BADGER <i>setting the standards</i>		
Project Reedham Phase 2		
Title: Landscape Buffer Plan		
Scale: 1:500@A3	Date: Oct 2024	
Badger reference: REE2 - 000 - 03	Drawing number:	Rev: A
 Badger Building (E. Anglia) Ltd Co No. 02407009 The Sett Lodge Lane Blundeston Lowestoft Suffolk NR32 5ED TELEPHONE 01502 583026		

"Management Company"	a company to be set up or appointed for the purposes of managing and maintaining the Landscape Buffer in perpetuity
"Maintenance Schedule"	Details of the type and frequency of ongoing maintenance of the Landscape Buffer, including any amendment or substitution therefore as approved by the Council as part of the Landscape Buffer Scheme
"Standard Terms"	<p>in accordance with the reasonable requirements of the Council in consultation with the Management Company to include:</p> <ul style="list-style-type: none"> - the transfer of the freehold estate of the Landscape Buffer Unencumbered with full title guarantee - for a sum not exceeding £1 (one pound) - with the benefit of all necessary rights and easements and with vacant possession - subject to a restriction on the future use of the Landscape Buffer as a Landscape Buffer only - an obligation to maintain the Landscape Buffer in accordance with the Approved Landscape Buffer Scheme - a requirement that the Management Company's conveyancing fees and disbursements in respect of the Landscape Buffer are paid for by the Owner.
"Unencumbered"	Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Landscape Buffer for its intended purpose and all encumbrances which might result in additional cost or liability to the Management Company not normally associated with the use of the Landscape Buffer

The Owner hereby covenants with the Council as follows:

1. LANDSCAPE BUFFER

- 1.1 Not to Commence the Development until the Landscape Buffer Scheme has been submitted to and approved in writing by the Nominated Officer
- 1.2 To layout and provide the Landscape Buffer in accordance the Approved Landscape Buffer Scheme to the written satisfaction of the Council and not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Landscape Buffer Scheme and the planning conditions imposed by the Planning Permission

1.3 to thereafter maintain the Landscape Buffer Unencumbered to a standard suitable for use as such in accordance with the Approved Landscape Buffer Scheme or such other standard as approved by the Nominated Officer in writing and not to use the Landscape Buffer for any other purpose other than as a Landscape Buffer

1.4 Not to Occupy more than 80% of the Dwellings until:

1.4.1 the Management Company has been created to the satisfaction of the Council; and

1.4.2 the memorandum and articles of association and the form of transfer of the Landscape Buffer to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council; and

1.4.3 the Landscape Buffer has been provided in accordance with the Approved Landscape Buffer Scheme and transferred to the Nominated Body subject to the Standard Terms; and

PROVIDED THAT the Management Company shall not accept the transfer of the Landscape Buffer unless it has been provided and maintained in strict accordance with the Approved Landscape Buffer Scheme

1.5 to repair and make good any Landscape Buffer Defect in the Landscape Buffer during the Landscape Buffer Defects Period to the written satisfaction of the Council

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

THE COMMON SEAL OF
BROADLAND DISTRICT COUNCIL

was hereunto affixed in the
presence of:




.....
Authorised Signatory Deputy Monitoring Officer

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

EXECUTED as a DEED by

in the presence of:

Witness:

Witness name and address:

4 QUAY TERRACE RIVERSIDE REEDHAM NORFOLK NR13 3T9

EXECUTED as a DEED
for and on behalf of BADGER BUILDING (E.ANGLIA) LIMITED
acting by a director:)

Director: JUSTIN COOTE

Signature of Director

in the presence of:

Witness signa

Witness name

Witness address 2 QUAY VIEW BUSINESS PARK
BARNARDS WAY
LOWESTOFT
SUFFOLY.
NR32 2HD