

DATED

21st February 2025

BROADLAND DISTRICT COUNCIL

- and -

NORFOLK COUNTY COUNCIL

-and-

NORFOLK HOMES LIMITED

PLANNING OBLIGATION UNDER SECTION 106

OF THE TOWN AND COUNTRY PLANNING

ACT 1990

relating to land at Norwich Road, Aylsham, Norfolk

THIS DEED is dated

21st February 2025

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Horizon Business Centre, Peachman Way, Norwich, NR7 0WF ("the Council")
- (2) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane Norwich Norfolk NR1 2DH ("the County Council")
- (3) **NORFOLK HOMES LIMITED** (Co. Regn. No. 1910791) of Weybourne Road, Sheringham, Norfolk, NR26 8HF ("the Owner")

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) The County Council is a local planning authority and the highway authority for the County of Norfolk
- (C) The Owner owns the freehold of the Site registered at HM Land Registry under title number NK206142 and held free from encumbrances
- (D) The Owner has submitted the Application to the Council and the Council has resolved to grant the Permission subject to the prior completion of this Deed

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990 as amended
"Application"	the application submitted to and validated by the Council on 29 December 2022 for full permission for the erection of 252 dwellings, 90 unit extra-care/ independent living scheme, land for community sustainable transport hub, vehicular accesses, landscaping, public open space and associated infrastructure on the Site and allocated reference number 20222089
"Commencement of Development"	the date on which a material operation as defined in Section 56(4) of the Act forming part of the Development

is first carried out, except (for the purposes of this Deed only) operations consisting of:

site clearance

demolition

archaeological investigations

investigations for the purposes of assessing ground conditions

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

"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

and 'Contribution' will be construed accordingly

"Development"

the Development of the Site as in accordance with the Permission

"Dwelling"

any residential unit to be constructed on the Site pursuant to the Permission as part of the Development whether an Affordable Dwelling, or an Open Market Dwelling but excluding Extra Care Units

"Extra Care Units"

means self-contained residential accommodation and associated facilities to be delivered on the Extra Care Units Land 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 hours 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 Units Land"	the land outlined in red on the Extra Care Units Land Plan
"Extra Care Units Land Plan"	<p>the plan with reference NHAM4/CON/001 Rev B marked Extra Care Units Land Plan which is attached to this Deed at the First Schedule specifying that the Extra Care Units will comprise a 90 unit Extra Care Units Scheme</p>
"Index Linked"	<p>in relation to any payment to which this expression is applied by this Deed, means index linked from the date of this Deed until the date the payment is made ("the index period"), such index linking being an increase or decrease in the amount of payment equivalent to any change during the index period in the RICS Building Cost Information Service All In Tender 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)</p>
"Management Company"	<p>means the person organisation or body for the responsibility of managing and maintaining the SuDs and/ or the Open Space and/ or the Woodland (as the context so permits)</p>
"Nominated Officer"	<p>the senior officer of the Council responsible for development management or other officer of the Council notified to the Owner</p>

"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> <p>marketing</p> <p>security operations</p> <p>and 'Occupy' and 'Occupied' will be construed accordingly</p>
"Open Market Dwellings"	<p>any Dwelling constructed as part of the Development which is not an Affordable Dwelling and "Open Market Dwelling" shall be construed accordingly</p>
"Permission"	<p>the full planning permission to be granted subject to conditions by the Council pursuant to the Application or such other variation or change which the Council may agree (in its absolute discretion) consequent upon any application under section 73 or 96A of the Act</p>
"Phase"	<p>a phase of the <u>Development</u> as shown on the Phasing Plan</p>
"Phasing Plan"	<p>the plan with reference NHAM4/PP-01B and marked Phasing Plan which is attached to this Deed at the First Schedule</p>
"Practical Completion"	<p>means the issue of a certificate in accordance with industry standard construction contracts certifying that the relevant works or a part thereof (depending on the context of the Deed) are for all practical purposes sufficiently complete to put into use and "Practically Complete" shall be construed accordingly</p>
"Services"	<p>means any pipes wires cables ducts conduits drains sewers for the conduct of gas water electricity foul and surface water telephones and telecommunications and electronic communications and any other plant and</p>

equipment relating thereto or required therefore or any other services of a statutory undertaker or utility company and "Serviced" shall be construed accordingly

"Site" the land known as land at Norwich Road, Aylsham shown edged red on the Site Plan against which this Deed can be enforced

"Site Plan" the plan with reference NHAM4/LOC/002 Rev A marked Site Plan which is attached to this Deed at the First Schedule

"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

"Working Day" Monday to Friday except for any bank or public holiday in England and "Working Days" to be construed accordingly

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 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 for pursuant to section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers
- 3.2 The covenants restrictions obligations 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 and relate to the Site
- 3.3 This Deed is conditional upon:

3.3.1 The grant of the Permission; and

3.3.2 The Commencement of Development

save for the provisions of this clause and clauses 6, 8.1 and 8.11 and 8.13 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 Development which shall come into effect immediately on the grant of the Permission.

- 3.4 In the event that any new planning permissions are granted by the Council pursuant to Section 73 and Section 73B (should Section 73B come into force) of the Act and unless otherwise agreed between the Parties, with effect from the date that any new planning permission is granted pursuant to Section 73 and Section 73B (should Section 73B come into force) of the Act:

3.4.1 The obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Permission) relate to and bind all subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 and 73

B (should 73B come into force) of the Act and the Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;

- 3.4.2 The definitions of Application, Development and Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s);

4. COVENANTS

- 4.1 The Owner covenants with the Council and the County Council for itself and its successors in title to comply with the obligations, stipulations and restrictions contained in this Deed
- 4.2 The Owner further covenants that it is the freehold owner of the Site and has full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 4.3 The Council and the County Council covenant with the Owner to comply with their respective obligations contained in this Deed

5. LIABILITY

- 5.1 No person will be liable for any breach or non performance of the covenants contained in this Deed if they no longer have an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before they disposed of their interest).
- 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 5.4 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 Permission or any renewal thereof or any non-material change made pursuant to s96A of the Act 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 If the Permission is subject 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

5.5 Save for the obligations contained in the Second Schedule and paragraph 1.9 of Part 2 of Schedule 5 and paragraph 12 of Part 3 of Schedule 5 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:

5.5.1 individual purchasers or lessees of Dwellings or Extra Care Units 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 Extra Care Units or has entered into a binding contract for such purchase or lease;

5.5.2 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 (including but not limited to electricity gas water and/or telecommunications and electronic communications or highways in connection with the Development of the Site.

5.6 In the event of the 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 Permission the obligations under this Deed shall cease absolutely (insofar only as they have not been complied with)

5.7 In the event of determination of this Deed under Clause 5.6 above or following performance and satisfaction of all the obligations contained in this Deed the Council shall upon written request procure that any entry referring to this Deed in the Register of Local Land Charges shall be removed.

5.8 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.

- 5.9 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 costs of appointing the Professional are to be shared equally by the parties to the dispute except where the Professional makes an apportionment of the costs as provided by clause 6.1.6 and in the case of such an apportionment the Professional has binding discretion;

- 6.1.6 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;
- 6.1.7 the Professional shall be limited in his findings to the determination of the dispute put by any Party;
- 6.1.8 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
- 6.1.9 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 contained or implied in this Deed shall be taken to fetter, prejudice or affect the ability, right, discretions, powers, duties and obligations of the Council or the County Council in the exercise of 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 and the County Council in the exercise of their statutory functions as highway authority
- 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. USE OF CONTRIBUTION, INDEXATION AND LATE PAYMENTS

- 7.1 The improvements referred to in this Deed for which contributions are required may at the Council or County 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.

- 7.2 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.

- 7.3 The Council or County 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.

- 7.4 The contributions specified in the Schedules are to be Indexed Linked save for the Off-site Open Space Contribution.

- 7.5 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

- 7.6 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

- 7.7 In the event of any of any delay in paying the contributions or payments specified in this Deed then from the due date of payment:

7.7.1 the contributions or payments are a debt due to the Council and are recoverable by action by the Council; and

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

8. MISCELLANEOUS

8.1 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 (which shall be a minimum of 20 Working Days) to enter the Site at all reasonable times for the purpose of verifying whether or not an obligation arising pursuant to this Deed is being or 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 (20) Working 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 to identify the Site or 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 constructed pursuant to the Permission where the Council is satisfied that the obligations in Schedule 2 have been performed 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 shall give the Council and the County Council notice in writing

8.4.1 of anticipated Triggers no later than twenty (20) Working 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; and

8.4.2 of actual Triggers within five (5) Working Days of the actual date of the Trigger occurring

- 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 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 Aylsham Town 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.
- 8.8 Save as provided for below any notice, agreement, approval, consent, expression of satisfaction 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.
- 8.9 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.

- 8.10 Nothing in this Deed shall prevent the Owners 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 Owners may (entirely at their own discretion) pay any 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.
- 8.11 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this deed has been dated
- 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.

9. NOTIFICATIONS

- 9.1 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 recorded post to the address set out at the beginning of this Deed, unless written notification of another address has been received.

FIRST SCHEDULE

(The Plans)

NHAM4/LOC/002 - Rev A – Site Plan

NHAM4/PP-01B – Phasing Plan

NHAM4/AH-01C – Affordable Housing Plan

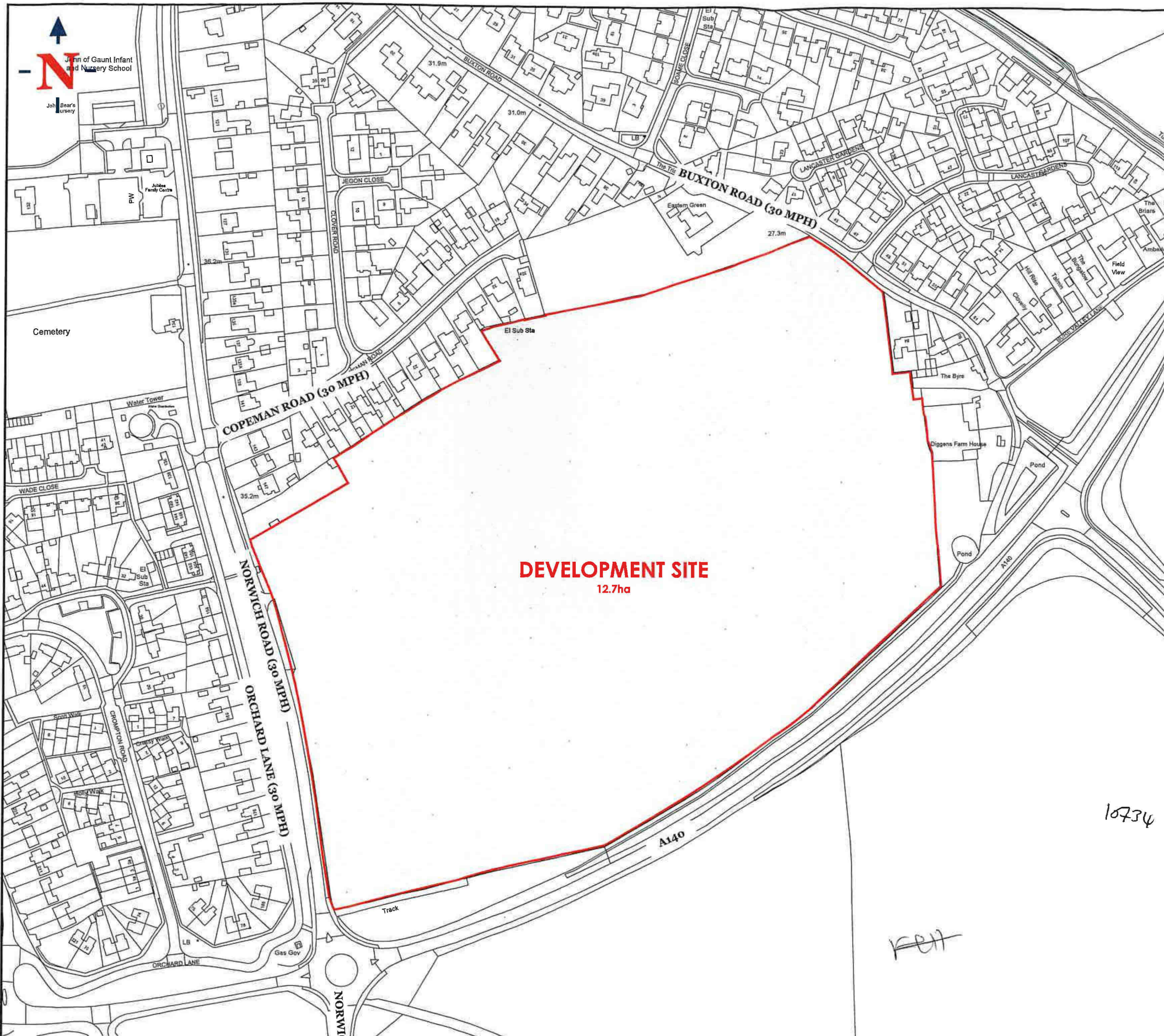
NHAM4/EX-01~~A~~^D – Sustainable Travel Hub Land

n plans
18.02.25

NHAM4/CON/001 Rev B - Extra Care Units Land Plan

Fallow Land Plan

NHAM4/CON/002 Rev A - Enabling Works Plan



James Nichol

Deputy Monitoring Officer

Scale 1/2500
0m 25m 50m 75m 100m 125m

Rev.	Revisions	Date
-	Original Drawing.	24.11.22
A	Site boundary updated.	04.06.24

8623

Job Title
Norwich Road
Aylsham, Norfolk

Drawing Title
Site Location Plan

Drawing Status
For Planning

Drawn By JH
Scale 1/2500 (A3)
Date 4 June 2024



Drg No. NHAM4/LOC/002
Rev. A



Revisions:
Rev A - Phasing updated to reflect layout changes 19 01 24
Rev B - Phasing numbers in key updated to reflect layout changes 26 09 24



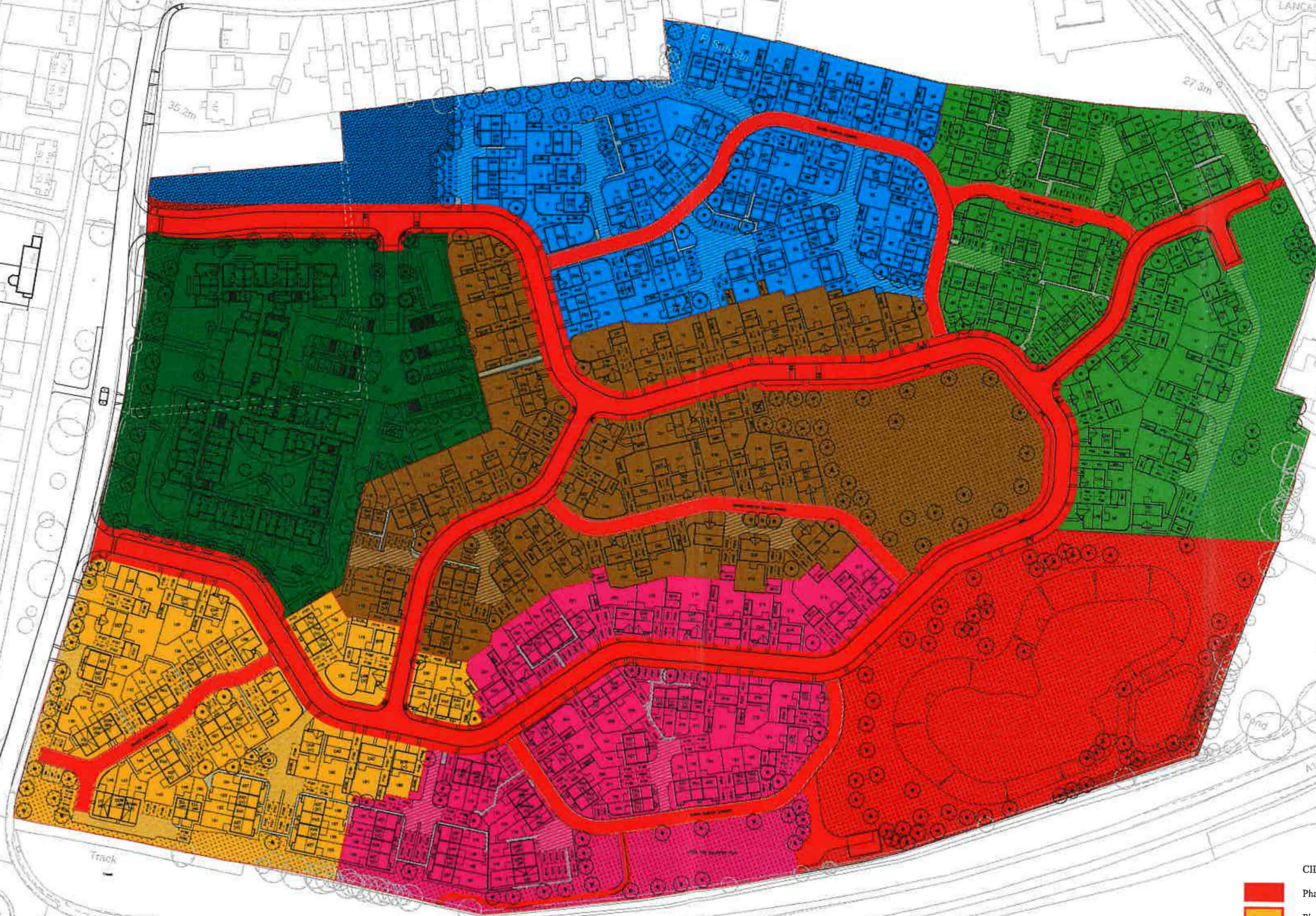
Norwich Road,
Aylsham, Norfolk.

CIL Phasing Plan

Date: 26 09 24

Scale: 1/1250

NHAM4/PP-01B



CIL Phasing Plan Key:


-  Phase 1 - Roads & Sewers
-  Phase 2 - Plots 119-162 & 228-230
-  Phase 3 - Plots 163-179 & 190-227
-  Phase 4 - Plots 71-78, 103-118, 189 & 231-252
-  Phase 5 - Plots 27-70 & 180-188
-  Phase 6 - Plots 1-26 & 79-102
-  Phase 7 - Plots 253-342

8623 
Deputy Monitoring Officer

10734



Revisions:
Rev A - Location of affordable housing amended 18.01.24
Rev B - Plot numbers updated in key to reflect layout, 25.04.24
Rev C - Plots relocated and numbers updated in key 26.09.24

Norfolk Homes 

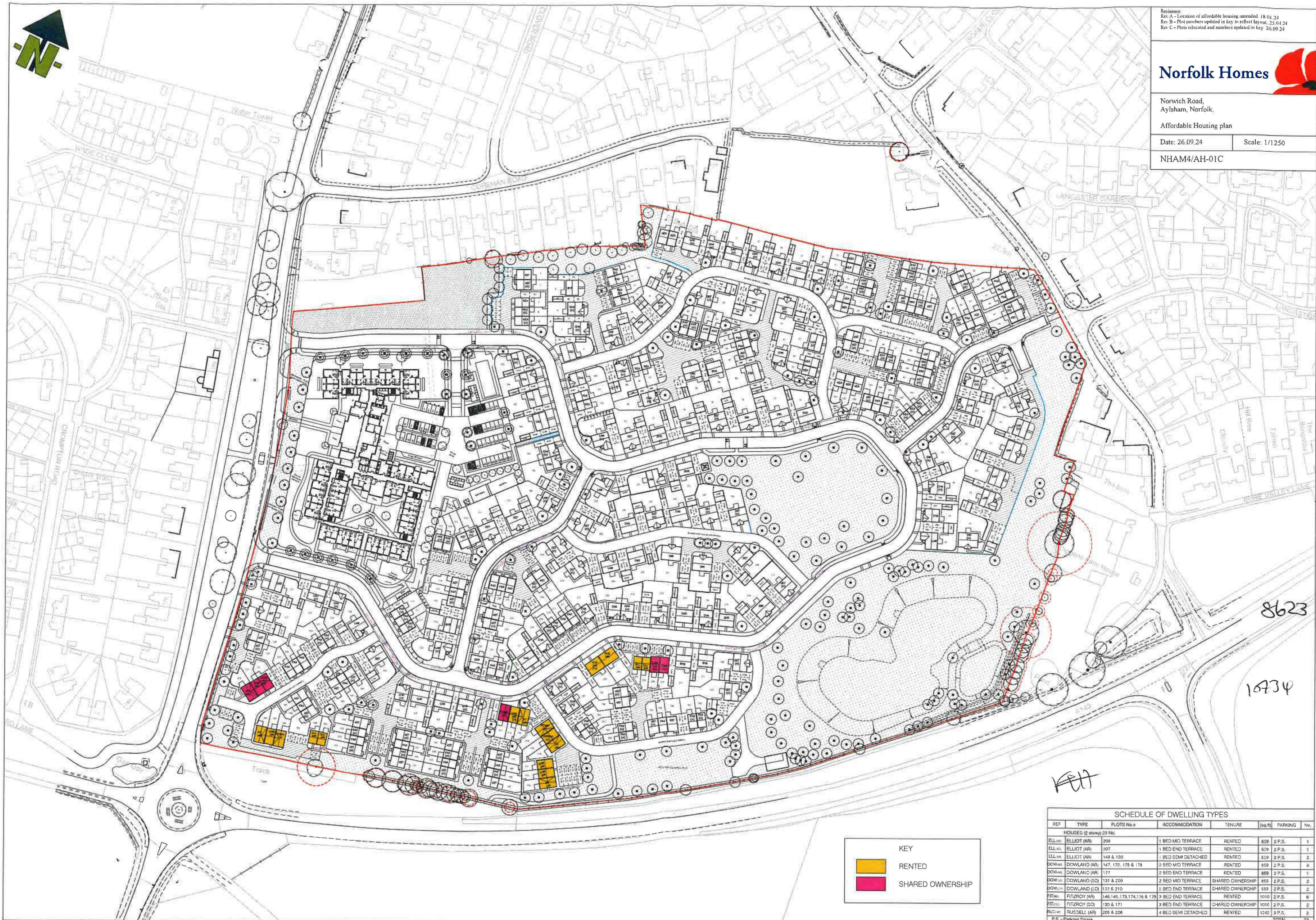
Norwich Road,
Aylsham, Norfolk.

Affordable Housing plan

Date: 26.09.24

Scale: 1/1250

NHAM4/AH-01C



8623

14734

KET



EXTERNAL FINISHES	
SURFACE FINISHES	
	TYPE 2 ROAD TO BE FINISHED IN BLACK HOT ROLLED ASPHALT WITH 20mm GRANITE PC CHIPPINGS ROLLED INTO ASPHALT KERBS TO BE PRE-CAST CONCRETE 125 x 250mm TO ROAD, 2m FOOTWAY & 3m CYCLE/FOOTWAY TO BE FINISHED IN ASPHALT CONCRETE, BACK EDGING TO BE PRE-CAST CONCRETE 50 x 150mm KERBS TO BE ADOPTED BY THE HIGHWAY AUTHORITY
	TYPE 3 ROAD TO BE FINISHED IN BLACK HOT ROLLED ASPHALT WITH 20mm GRANITE PC CHIPPINGS ROLLED INTO ASPHALT KERBS TO BE PRE-CAST CONCRETE 125 x 250mm TO ROAD, 1.5m FOOTWAYS TO BE FINISHED IN ASPHALT CONCRETE, BACK EDGING TO BE PRE-CAST CONCRETE 50 x 150mm KERBS TO BE ADOPTED BY THE HIGHWAY AUTHORITY
	SHARED SURFACE (5.8m WIDE) ROAD RUNNING AREA TO BE FINISHED IN BLOCK PAVORS - COLOUR AUTUMN OR TARMAC (see plan). KERBS TO BE PRE-CAST CONCRETE 125 x 150mm TO ROAD, TO BE ADOPTED BY THE HIGHWAY AUTHORITY
	RAISED TABLE TO BE FINISHED IN BLOCK PAVORS - COLOUR GRAPHITE. TO BE ADOPTED BY THE HIGHWAY AUTHORITY
	CYCLE/FOOTPATH LINKS TO BE FINISHED IN ASPHALT CONCRETE WITH 50 x 150mm PRE-CAST CONCRETE KERBS TO BE ADOPTED BY THE HIGHWAY AUTHORITY
	GRASS VERGE - TO BE ADOPTED BY THE HIGHWAY AUTHORITY
	PUBLIC OPEN SPACE AREA - TO BE ADOPTED BY THE TOWN COUNCIL OR MANAGEMENT COMPANY
	TRAVEL HUB TO BE ADOPTED BY THE TOWN COUNCIL
	SHARED ACCESS WAY TO PRIVATE DRIVES AND PARKING COURTS IN PERMEABLE BLOCK PAVORS, COLOUR BUFF - TO BE INCLUDED IN PLOT TRANSFER
	SHARED VISITOR PARKING SPACES FINISHED PERMEABLE BLOCK PAVORS - COLOUR NATURAL - TO BE INCLUDED IN PLOT TRANSFER
	GARAGE DRIVES FINISHED IN PERMEABLE BLOCK PAVORS - COLOUR CHARCOAL - TO BE INCLUDED IN PLOT TRANSFER
	PATIO AND PRIVATE PATHS IN 450mm x 450mm TEXTURED BUFF SLABS, PATIO SIZE TO BE MINIMUM 2.7m x 2.7m
	DENOTES PRIVATE SHARED ACCESS PATHS OF VARYING WIDTHS (0.9m-1.5m) FINISHED IN 450mm x 450mm RED PAVING SLABS, WHERE OVERRUN BY VEHICLES TO BE PERMEABLE BLOCK PAVORS - COLOUR NATURAL

	VARIED MULTI STOCK FACING BRICKS
	RED MULTI STOCK FACING BRICKS
	BUFF FACING BRICKS
	SANDTOFT SHIRE OLD ENGLISH RUSTIC CONCRETE PANTILES TO MAIN ROOF
	SANDTOFT SHIRE CHARCOAL CONCRETE PANTILES TO MAIN ROOF

ALL TO BE READ IN CONJUNCTION WITH HOUSE TYPE PLANNING DRAWINGS FOR SPECIFIC BRICK DETAILS

GENERAL INFORMATION

- WINDOWS & REAR ENTRANCE DOORS ARE TO BE WHITE UPVC DOUBLE GLAZED
- FRONT ENTRANCE DOORS ARE TO BE BLACK G.R.P.
- FASCIA, SOFFIT & BARGE BOARDS ALL TO BE BLACK
- RAINWATER GOODS TO BE HALF ROUND AND FINISHED BLACK

Deputy Monitoring Officer

8623

16734

A140

Pond

Track

8623

Revisions

- Rev B - Sub station detached from garage 21/10/24 garage 51 relocated to incorporate existing land 03/10/24
- Rev C - Additional front drive added to plot 24/09/24
- Rev D - Fences updated to reflect beyond discussion 26/09/24

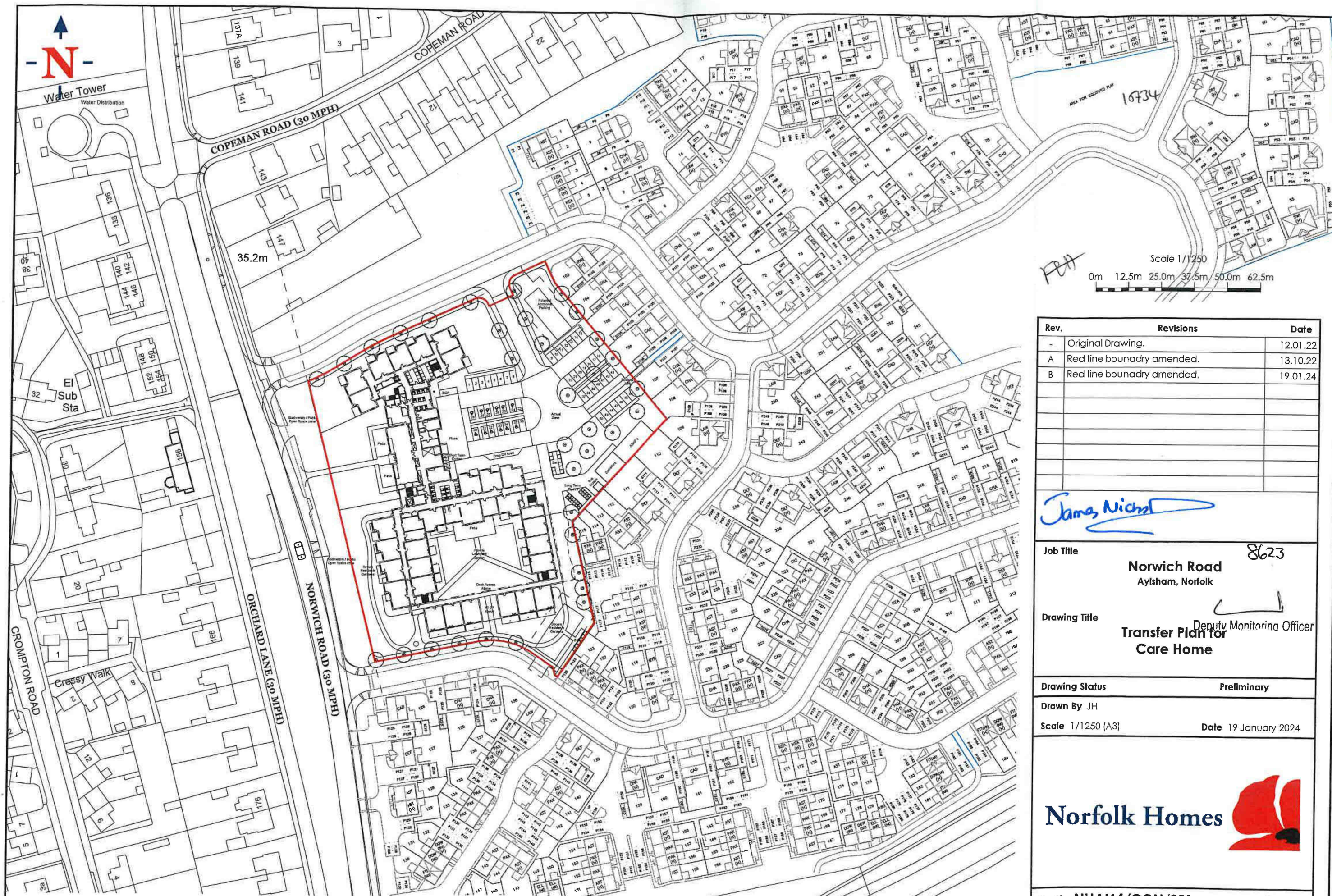
Norfolk Homes

Norwich Road
Aylsham, Norfolk

External Finishes Plan

Date: 26/09/24 Scale: 1/750

NHAM4/EX-01D



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Rev.	Revisions	Date
-	Original Drawing.	12.01.22
A	Red line boundary amended.	13.10.22
B	Red line boundary amended.	19.01.24

James Nichol

Job Title **Norwich Road** 8623
Ayisham, Norfolk

Drawing Title **Transfer Plan for**
Care Home Deputy Monitoring Officer

Drawing Status **Preliminary**

Drawn By JH

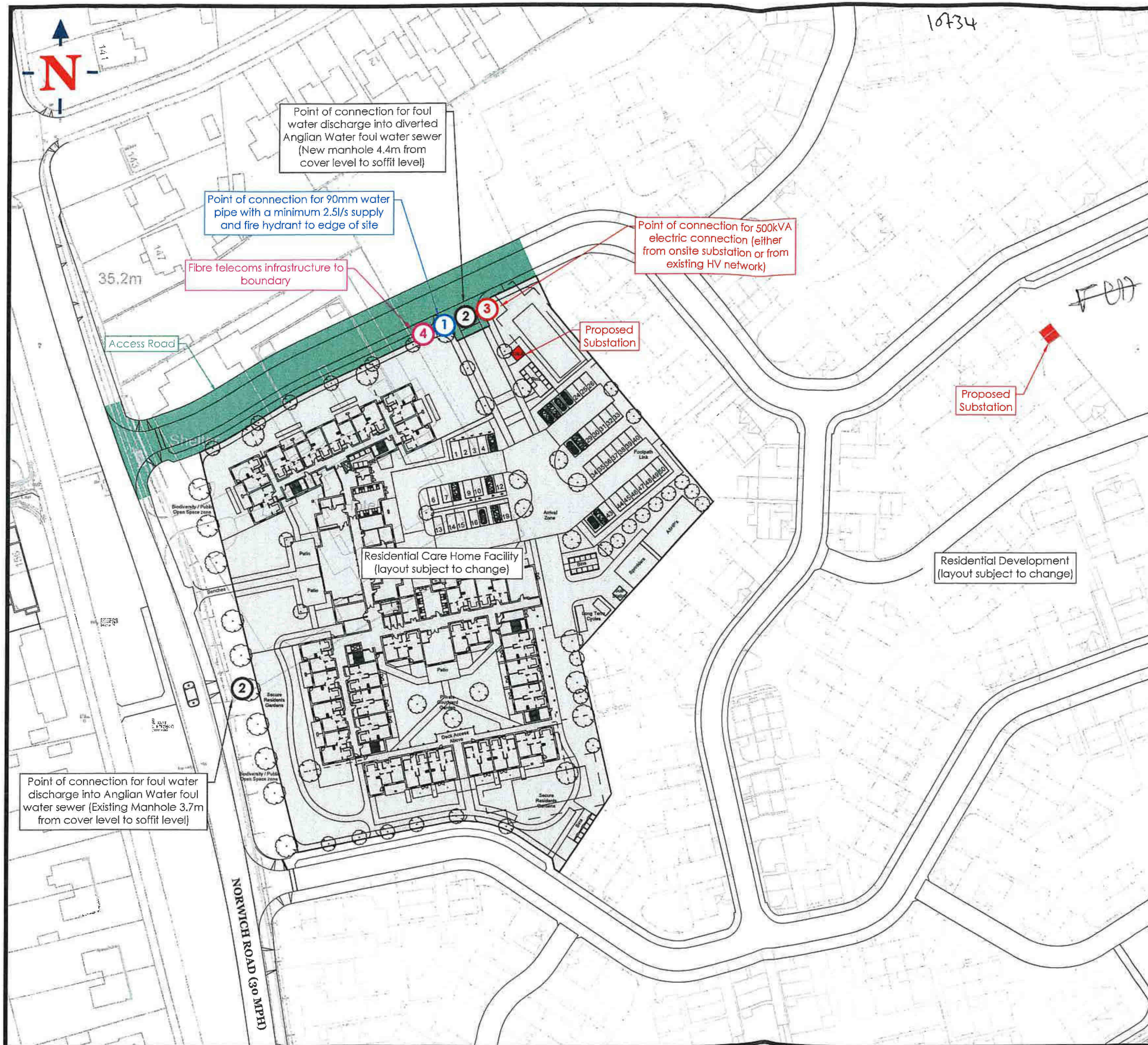
Scale 1/1250 (A3) Date 19 January 2024

Norfolk Homes



Drg No. NHAM4/CON/001

Rev. **B**



Jane Nichol

Deputy Monitoring Officer

Scale 1/1000

0m 10m 20m 30m 40m 50m

Rev.	Revisions	Date	By
-	Original Drawing.	12.10.22	JH
A	Revised to updated requirements.	03.05.24	JH

8623

Job Title

Norwich Road
Aylsham, Norfolk

Drawing Title

Enabling Works

Drawing Status

For Comment

Scale 1/1000 (A3)

A3 Paper Size

Norfolk Homes



Weybourne Road, Sheringham, Norfolk, NR26 8WB
01263 825 679
norfolkhomes.co.uk

Drg No. **NHAM4/CON/002**

Rev. **A**

Fallow Land Plan



James Nichol

Deputy Monitoring Officer

CP & ED Bdy

8623

16734

FEU

HINDOLVESTON ROAD

Gas Gov

Orchard Farm

Scale: 1/2500 (A4)



SECOND SCHEDULE
(AFFORDABLE HOUSING)

PART 1

In this Second 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 which complies with one or more of the definitions of affordable housing within Annex 2 of the NPPF) unless other types of affordable housing are agreed in writing by the Council
"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
"Affordable Housing Mix"	74% Affordable Housing for Rent and 26% Intermediate Housing or such other mix as otherwise agreed with the Council

"Affordable Housing Plan" the plan with reference NHAM4/AH-01C marked Affordable Housing Plan which is attached to this Deed at the First Schedule

"Affordable Housing Provision" the construction and provision of Affordable Dwellings comprising (unless otherwise agreed in writing) either:

- a) Affordable Dwellings equating to 9.13% of the total number of Dwellings as indicated on the Affordable Housing Plan in 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
- 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)")

PROVIDED THAT the Council hereby confirms and the Parties hereby agree that only:

(i) 9.13% of the total number of Dwellings are required to be provided as Affordable Housing across the Site where the Extra Care Units Land is transferred in accordance with paragraph 1.9 of Part 1 of this Second Schedule (Option (A) above); or

(ii) 33% of the total number of Dwellings are required to be provided as Affordable Housing across the Site (Option (B) above)

in order to make the Development acceptable in planning terms

"Affordable Housing Scheme"

a scheme securing the Affordable Housing Provision for the Site specifying the provision of Option (A) based on the table set out in Part 3 of this Second Schedule and pursuant to the Affordable

Housing Provision a) or Option (B) pursuant to the Affordable Housing Provision b) (unless otherwise agreed in writing) and specifying:

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

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;
- 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

"Approved Affordable Housing Scheme"

the Affordable Housing Scheme approved by the Council in accordance with the paragraph 1.1 of this Schedule including any amendment revision or substitution approved by the Council in writing PROVIDED THAT following approval of such scheme pursuant to Paragraph 1.1 of this Second Schedule any subsequent amendment or variation to the same must be approved in writing by the Council

"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 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

"Enabling Works Plan"

the plan with reference NHAM4/CON/002 Rev A which is attached to this Deed at the First Schedule

"Extra Care Units Land Transfer Terms"

Shall mean:

1. with full title guarantee and vacant possession;
2. unencumbered so as to be 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) and from all adverse rights, easements, covenants, restrictions, buried structures or services or other encumbrances which would interfere with the purpose for which it is being transferred and all encumbrances which might result in additional cost or liability to the Registered Provider not normally associated with the purpose for which it is being transferred;
3. level and clear so as to be suitable for construction and accessible and usable without undue land reformation or engineering and free from any known or apparent physical hazards, health and safety 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);

4. Serviced;
5. 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, and which for the avoidance of doubt shall include provisions for the Extra Care Units Land to be transferred with Services in accordance with the specification detailed Enabling Works Plan;
6. 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;
7. For the consideration of £1; and
8. Such other terms as the parties to the transfer may agree;

"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 Dwellings, 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) as determined by the Council acting reasonably (or as otherwise agreed by the Council in writing).

"Intermediate Dwellings"

Rented

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 2024 or any subsequent replacement thereof.

"Open Market Dwelling"	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
"Practically Complete" (Affordable Dwellings)	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"	<p>either:</p> <p>(i) a Registered Provider; or</p> <p>(ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council</p>
"Registered Provider"	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 eighty percent (80%) 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 Dwellings"

Dwellings purchased on a Shared Ownership Lease and 'Shared Ownership Dwelling' shall be construed accordingly

"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 Development of any Phase (save for Phase 1 as detailed on the Phasing Plan) until the Affordable Housing Scheme has been submitted to and approved by the Council in writing.

- 1.2 Not to Commence or allow Commencement of the Development of any Phase (save for Phase 1 and Phase 2) until the identity of the Provider and the timetable for provision of the Affordable Dwellings has been approved by the Council as part of the Approved Affordable Housing Scheme
- 1.3 Not to Occupy more than the first Open Market Dwelling in any Phase until an exchanged unconditional contract for the sale of the Affordable Dwellings to be provided in that Phase (if any) as identified on the Affordable Housing Plan to a Provider has been supplied to the Council SAVE THAT where the Council agrees in writing that the Affordable Dwellings are not to be transferred or are to be disposed of to owner-occupiers, this obligation shall not apply
- 1.4 Not to construct or procure the construction of the Affordable Dwellings otherwise than in accordance with the Planning Permission and the Approved Affordable Housing Scheme and the timescales and details set out therein
- 1.5 Not to offer for sale any Intermediate Housing Dwelling (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing Dwellings
- 1.6 In the event that the Affordable Housing Provision is Option A or Option B, not to Occupy more than 50% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete (Affordable Dwellings) and have been transferred to the approved Provider (or individual owner-occupiers where appropriate and set out in the Approved 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 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

1.7 Not to use or permit the use of the Affordable Dwellings for any purpose other than for 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;

1.7.2 an Eligible Household which has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest in a Shared Ownership 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 Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:

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

- 1.7.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.7 (including successors in title)
- 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 transfer the Extra Care Units Land to a Registered Provider in accordance with the Extra Care Units Land Transfer Terms prior to Occupation of the fifteenth (15th) Open Market Dwelling such land to be used for the construction of and use as the Extra Care Units in accordance with details to be submitted to and approved by the Council PROVIDED THAT where the Owner decides to pursue Option B instead of Option A this covenant 1.9 shall cease to be in force following written agreement to the Council from the Owner that Option B is to be pursued.
- 1.10 In the event that covenant 1.9 ceases to apply and Option B is pursued not to Commence Development of Phases 2, 3, 4, 5, 6 and 7 until a revised Affordable Housing Scheme to account for an Option B scenario is submitted to and approved by the Council in writing.
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 Lettings Policy

LOCAL CONNECTION ELIGIBILITY CRITERIA

1. 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 Aylsham;
 - (ii) If there is no suitable person in paragraph (i) allocations will be made to people who work in the Parish of Aylsham
 - (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 Aylsham 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
2. To grant to the Council nomination rights to 100% of the Affordable Housing for Rent on first and all subsequent Occupations and re-lets
3. The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the Council and the Owner shall agree between them

PART 3
AFFORDABLE HOUSING PROVISION OPTION A

Type	Tenure	Plot Number
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3 bed 5-person end terrace	Rented	146
2 bed 4-person mid terrace	Rented	147
3 bed 5-person end terrace	Rented	148
1 bed 2-person semi detached	Rented	149
1 bed 2-person semi detached	Rented	150
2 bed 4-person mid terrace	Rented	172
3 bed 5-person end terrace	Rented	173
3 bed 5-person end terrace	Rented	174
2 bed 4-person mid terrace	Rented	175
3 bed 5- person end terrace	Rented	176
2 bed 4-person end terrace	Rented	177
2 bed 4-person mid terrace	Rented	178
3 bed 5-person end terrace	Rented	179
4 bed 7-person semi detached	Rented	205
4 bed 7-person semi detached	Rented	206
1 bed 2-person end terrace	Rented	207
1 bed 2- person mid terrace	Rented	208
3 bed 5- person end terrace	Intermediate Housing	130
2 bed 4- person mid terrace	Intermediate Housing	131
2 bed 4 – person end terrace	Intermediate Housing	132

3 bed 5-person end terrace	Intermediate Housing	171
2 bed 4- person mid terrace	Intermediate Housing	209
2 bed 4-person end terrace	Intermediate Housing	210

THIRD SCHEDULE

OPEN SPACE

In this Third 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" 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 twelve (12) months from transfer of the Open Space to the Nominated Body

"Inflation Provision" the increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All-in Tender Price Index between January 2020 and the date upon which payment is made pursuant to this Deed (or if such index ceases to be published such other index as the Council shall reasonably determine)

"Nominated Body" one of the following as determined by the Council:

- (a) Aylsham Town Council;
- (b) the Management Company; or
- (c) such other body as the Council may elect as being responsible for maintenance of the Open Space

"Off-Site Open Space Contribution" either the sum of

- a) Six Hundred and Twenty Two Thousand, and Eighty Four Pounds and Sixty Four Pence (£622,084.64) (excluding maintenance contribution) where the bedroom mix and Open Space provision is as set out in Part 3 of Appendix 1 or;
- b) Such sum to be calculated in accordance with Part 1 of Appendix 1 where there is variation from the bedroom mix and/or Open Space provision as set out in Part 3 of the Appendix 1

paid in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Council's current Open Space Policies at the date of this Deed increased in line with the Inflation Provision and applied towards the provision of Open Space serving the Development in the parish of Aylsham and for green infrastructure contributions (allocated to the provision and maintenance of green infrastructure as detailed in Appendix 1) to be used in line with the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3

"Open Space"

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

"Open Space Maintenance Contribution"

either the sum of

- a) Eighty Eight Thousand, Six Hundred and Seventy Pounds and Eight Pence (£88,670.08) where the

bedroom mix and Open Space provision is as set out in Part 3 of Appendix 1 or;

- b) Such sum to be calculated in accordance with Part 1 of Appendix 1 where there is variation from the bedroom mix and/or Open Space provision as set out in Part 3 of Appendix 1

towards the repair and maintenance of the Open Space for a maximum ten year period and increased in line with the Inflation Provision with the Council's Open Space Policies to be paid if the Nominated Body is Aylsham Town Council or such other body as the Council may elect as being responsible for maintenance of the Open Space AND FOR THE AVOIDANCE OF DOUBT if the Management Company is the Nominated Body no Open Space Maintenance Contribution will be payable to the Management Company

"Open Space Policies" the policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

"Open Space Scheme" a scheme to provide land for Open Space in accordance with Part 2 of Appendix 1 and containing:

- the extent, location and boundaries of the Open Space
- details of the design and layout of the Open Space, all equipment, drainage features, access arrangements,

- street furniture, fencing and landscaping together with appropriate plans drawings and specifications
- details of the ongoing management and maintenance of the Open Space until transfer including proposals in relation to the Nominated Body
- details of the ongoing management and maintenance of the Open Space after the transfer to the Nominated Body
- 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
- full details of the amount of sport, play, allotment and green infrastructure provision to be provided in line with the Open Space Policies
- all 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 (Open Space) 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
- clear so as to be accessible and usable without undue land reformation or engineering and free from any known or apparent physical hazards and health and safety hazards, both above and below ground (including but not limited to land contamination,

electricity pylons, Japanese Knotweed, asbestos, allotments and problems with site access)

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

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

The Owner hereby covenants with the Council as follows:

1. OPEN SPACE

- 1.1 Not to Commence the Development until the Open Space Scheme has been submitted to and approved in writing by the Nominated Officer
- 1.2 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 Permission
- 1.3 to thereafter maintain the Open Space Unencumbered (Open Space) 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
- 1.4 Not to Occupy the first Dwelling until:
 - 1.4.1 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 in writing

- 1.5 The Owner shall not Occupy, cause or permit Occupation of more than two hundred (200) Dwellings until 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
- 1.5.1 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 be required to accept the transfer of the Open Space unless it has been provided and maintained in strict accordance with the Approved Open Space Scheme
- 1.6 To thereafter repair and make good any Defect in the Open Space during the Defects Period to the written satisfaction of the Council
- 1.7 To pay the Off - Site Open Space Contribution prior to the Occupation of the fiftieth (50th) Dwelling

Council Obligations

The Council covenants with the Owner as follows:

1. The Council shall upon approval of the Open Space Scheme confirm the Nominated Body within twenty eight (28) Working Days.
2. If the Nominated Body is not confirmed in accordance with paragraph 1 above and Aylsham Town Council has not confirmed within twenty eight (28) Working Days it intends to be the Nominated Body, the Nominated Body shall be the Management Company or such other body as the Council may elect as being responsible for maintenance of the Open Space
3. To pay the Open Space Maintenance Contribution (if payable) to Aylsham Town Council or such other body as the Council may elect as being responsible for maintenance of the Open Space within twenty eight (28) Working Days of receipt

FOURTH SCHEDULE

SUSTAINABLE TRAVEL HUB

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

"Clear"	so as to be accessible and usable without undue land reformation or engineering and free from any known or apparent physical hazards, health and safety 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)
"Sustainable Travel Hub"	the hub providing facilities and infrastructure for a range of transport which minimise emissions of carbon dioxide and pollutants for the purposes of sustainable travel
"Sustainable Travel Hub Land"	the Unencumbered (Sustainable Travel Hub), Clear and levelled area of land within the Site with access to Services shown for indicative purposes only on drawing number NHAM4/EX-01 ^D to be transferred to Aylsham Town Council for the provision of the Sustainable Travel Hub
"Unencumbered (Sustainable Travel Hub)"	so as to be free from any legal constraints to transfer (including but not limited to trust covenants, charity law, formal or information lease agreements, charges and written or unwritten assurances to other bodies or individuals) and from all adverse rights, easements, covenants, restrictions, buried structures or services or other encumbrances which would interfere with the construction, use and maintenance of the Sustainable Travel Hub and all encumbrances which might result in additional cost or liability to Aylsham Town Council not

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normally associated with the construction, use and maintenance of the Sustainable Travel Hub

1. The Owner covenants with the Council as follows:
 - 1.1 The Owner shall offer the Sustainable Travel Hub Land to Aylsham Town Council prior to the Occupation of the one hundredth (100th) Dwelling
 - 1.2 If Aylsham Town Council accepts the Owners' offer of the Sustainable Travel Hub Land within three (3) months of the offer being made, the Owner shall use reasonable endeavours to transfer the Sustainable Travel Hub to Aylsham Town Council for a nominal consideration of £1.00 together with all rights and easements which may be reasonably necessary for the construction, use and maintenance of the Sustainable Travel Hub but subject to any necessary rights and easements required for the Development and a restriction on its use as a Sustainable Travel Hub in perpetuity but otherwise free from any encumbrances which might prevent or restrict such use as a Sustainable Travel Hub and the Owner shall provide written notice to the Council confirming that Aylsham Town Council has accepted the offer to transfer the Sustainable Travel Hub Land and not to Occupy the one hundred and twentieth (120th) Dwelling until the said transfer is complete subject to clause 1.3.
 - 1.3 If Aylsham Town Council does not accept the Owners' offer of the Sustainable Travel Hub Land within three (3) months of the offer being made or in the event that the transfer to Aylsham Town Council has not completed within nine (9) months of the offer being made and where the Owner as seller has acted reasonably in endeavouring to reach completion (with the Council being satisfied that is the case such satisfaction to be provided in writing) the Owner shall provide written notice to the Council confirming that the Sustainable Travel Hub Land has not been transferred to Aylsham Town Council and the Owner shall thereafter be entitled to retain the Sustainable Travel Hub Land free from the restrictions in this Fourth Schedule which shall cease to apply

FIFTH SCHEDULE NUTRIENT NEUTRALITY

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

“Additional Woodland”	additional woodland to be created in accordance with paragraph 9.2 where paragraph 9.1 of Part 3 is not complied with and in accordance with the Approved Additional Woodlands Creation Plan the extent of which is to be confirmed following submission of an updated Nutrient Neutrality Assessment and Mitigation Strategy
“Additional Woodland Creation Plan”	a plan to be approved by the Council to include the following details: (a) location and extent of the Additional Woodland (b) detailed design and layout of the proposed Additional Woodland including details of the planting scheme (c) details of how the proposed Additional Woodland will operate in order to achieve the Additional Woodland Target Nutrient Removal Rate (d) any further details reasonably required by the Council
“Additional Woodland Management and Monitoring Scheme”	means details of the management and type and frequency of the ongoing maintenance of the Additional Woodland and details of the requirements of the Woodland Monitoring Report
“Additional Woodland Target Nutrient Removal Rate”	means the Additional Woodland target nutrient removal rate as set out in the Nutrient Neutrality Assessment and Mitigation Strategy as updated in accordance with paragraph 8 of Part 3

“Adopting Body”	the body who adopts the SuDS and will have the responsibility of managing and maintaining the SuDs in perpetuity
“Agricultural Production”	<p>means the use of the land for the purpose of agriculture as defined within section 336 of the Act save for:</p> <p>(a) the taking of a grass crop (excluding any cereal crops) on the basis that any cut grass is removed from the land; and</p> <p>(b) the taking of a willow or miscanthus crop in accordance with paragraph 1.4 and 1.5</p> <p>where the establishment, management and taking of such crops shall not lead to an annual nutrient export of greater than 0.02kg TP/hectare and 3kg TN/hectare and for the avoidance of doubt includes any use that would include the application of animal or chemically derived fertiliser, the spreading of waste on the land and/or the keeping of any animals on the land</p>
“Any Type Dwelling”	any residential unit to be constructed on the Site pursuant to the Permission as part of the Development whether an Affordable Dwelling, or an Open Market Dwelling or an Extra Care Unit
“Approved Fallow Land Management and Monitoring Plan”	the Fallow Land Management and Monitoring Plan as approved by the Council in writing including any amendment or substitution agreed by the Council in writing
“Approved SuDS Monitoring and Maintenance Schedule”	the SuDS Monitoring and Maintenance Schedule as approved by the Council in writing including any amendment or substitution agreed by the Council in writing
“Approved SuDS Scheme”	the SuDS Scheme as approved by the Council in writing including any amendment or substitution agreed by the Council in writing

“Approved Additional Woodland Creation Plan”	the Additional Woodland Creation Plan as approved by the Council in writing including any amendment or substitution agreed by the Council in writing
“Approved Additional Woodland Management and Monitoring Scheme”	the Woodland Management and Monitoring Scheme as approved by the Council in writing including any amendment or substitution agreed by the Council in writing
“Approved Woodland Creation Plan”	the Woodland Creation Plan as approved by the Council in writing including any amendment or substitution agreed by the Council in writing
“Approved Woodland Management and Monitoring Scheme”	the Woodland Management and Monitoring Scheme approved by the Council in writing including any amendment or substitution agreed by the Council in writing
“Aylsham Water Recycling Centre”	means the Anglian Water Services Ltd (or their predecessors or assigns) owned asset used for the treatment of wastewater entering the sewerage network located at OS Grid Reference TG620661E, 326783N
“Exchange”	means the exchange of contracts with a view to the sale and purchase of an Any Type Dwelling
“Fallow Land”	the approximate 5.15 hectares of land shown for indicative purposes only edged red on the Fallow Land Plan located in Guestwick, Norfolk which is currently in Agricultural Production and is to be taken out of Agricultural Production
“Fallow Land Management and Monitoring Plan”	means details of the management and type and frequency of the ongoing maintenance of the Fallow Land and details of the proposed monitoring routine to assess whether the Fallow Land continues to achieve the Fallow Land Target

Nutrient Removal Rate and details of the requirements of the Fallow Land Monitoring Report

"Fallow Land Monitoring Report"

means a report detailing the results of an annual survey of the condition of the Fallow Land every 1st October after the date the Fallow Land is no longer in Agricultural Production, the contents of the report to include but not be limited to:

- (a) Evidence of any planting taking place in accordance with the Fallow Land Management and Monitoring Plan
- (b) Evidence of whether the planting has taken (alive and growing) and whether it is established
- (c) Details of whether there has been any replacement planting or whether any replacement planting is needed
- (d) Details of whether the correct species are in place
- (e) Details of any remedial work that has taken place or is required
- (f) Consideration of whether the quality and health of the Fallow Land is sufficient to comply with meeting the Fallow Land Target Nutrient Removal Rate
- (g) Any other information the Council may reasonably require

"Fallow Land Plan"

means the plan titled 'Fallow Land Plan' which is attached to this Deed at the First Schedule

"Fallow Land Target Nutrient Removal Rate"

means the Fallow Land target nutrient removal rate as set out in the Nutrient Neutrality Assessment and Mitigation Strategy

"Fallow Land Validation Data"

monitoring data demonstrating whether the Fallow Land is meeting the Fallow Land Target Nutrient Removal Rate which is to be provided to the Council in the form of a report

“Highest Technological Achievable Limit” means the highest technological achievable limit in line with the Chief Planner’s letter of 21 July 2022 or any subsequent replacement letter or policy or guidance

~~Means the highest technological achievable limit in line with the Chief Planner’s letter of 21 July 2022 or any subsequent replacement letter or policy or guidance~~

nplaw
18.02.25

“Nutrient Neutrality Assessment and Mitigation Strategy” means the strategy approved by the Council as part of the Application to ensure the Development does not impact the condition of protected sites

“SuDS” means the infiltration basin and all associated works serving the Development provided in accordance with the Permission

“SuDS Monitoring and Maintenance Schedule” means details of the type and frequency of the permanent ongoing maintenance and management regime of the SuDS to be adopted by the Adopting Body in perpetuity and details of the requirements of the SuDs Monitoring Report

“SuDs Monitoring Report” means a report detailing the results of an annual survey of the condition of the SuDs every 1st October after the date the SuDs is Practically Complete, the contents of the report to include but not be limited to:

- a) whether any vegetation growth is affecting the operation of the SuDs
- (b) whether the SuDs is operational and consideration of whether the SuDs is in a sufficient condition to be able to comply with meeting the SuDs Nutrient Removal Target

“SuDS Nutrient Removal Target” means the SuDs target nutrient removal rate as set out in the Nutrient Neutrality Assessment and Mitigation Strategy

“SuDs Scheme”

a scheme setting out the provision of the SuDS to serve the Development including:

- (a) full details of the type and location of the SuDS
- (b) detailed plans, drawings and specifications detailing the design, layout and detail of the SuDS
- (c) details of how the SuDS will operate to achieve the SuDS Nutrient Removal Target
- (d) any further details reasonably required by the Council

“SuDS Standard Terms”

means in accordance with the reasonable requirements of the Council in consultation with the Adopting Body but shall include:

- (a) the transfer of the freehold estate of the SuDS Unencumbered (Nutrient Neutrality) with full title guarantee
- (b) for a sum not exceeding one pound (£1)
- (c) with the benefit of all necessary rights and easements and with vacant possession
- (d) clear so as to be accessible for management and maintenance purposes and free from any known or apparent physical hazards and health and safety hazards, both above and below ground (including but not limited to land contamination, electricity pylons, Japanese Knotweed, asbestos, allotments and problems with site access)
- (e) subject to a restriction on the future use of the SuDS for drainage purposes only
- (f) the Adopting Body’s conveyancing fees and disbursements are paid for by the Owner
- (g) with rights of access for the Council for the purposes of inspection

**“Unencumbered”
(Nutrient Neutrality)**

means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use, management or maintenance of the SuDS or the Woodland or Additional Woodland (as the case may

be) and all encumbrances which might result in additional cost or liability to the Management Company or Adopting Body not normally associated with the use, management or maintenance of the SuDS or Woodland or Additional Woodland (as the case may be)

“Woodland”

the woodland to be created on the Fallow Land in accordance with the Approved Woodlands Creation Plan

“Woodland Creation Plan”

a plan to be approved by the Council to include the following details:

- (a) detailed design and layout of the proposed Woodland including details of the planting scheme
- (b) details of how the proposed Woodland will operate in order to achieve the Woodland Target Nutrient Removal Rate
- (c) any further details reasonably required by the Council

“Woodland Management and Monitoring Scheme”

means details of the management and type and frequency of the ongoing maintenance of the Woodland and details of the requirements of the Woodland Monitoring Report

“Woodland Monitoring Report”

means a report detailing the results of an annual survey of the condition of the Woodland every 1st October after the date the Woodland and where applicable Additional Woodland has been laid out to the written satisfaction of the Council, the contents of the report to include but not be limited to:

- (a) Evidence of any planting taking place in accordance with the Woodland Creation Plan or the Additional Woodland Creation Plan
- (b) Evidence of whether the planting, shrubs and or trees have taken (alive and growing), remain in situ and whether they are established

(c) Details of whether there has been any replacement planting, shrubs or trees or whether any replacement planting, shrubs or trees is needed

(d) Details of whether the correct species are in place

(e) Details of any remedial work that has taken place or is required

(f) Consideration of whether the quality and health of the Woodland and/or Additional Woodland is sufficient to comply with meeting the Woodland Target Nutrient Removal Rate or the Additional Woodland Target Nutrient Removal Rate

(g) Any other information the Council may reasonably require

"Woodland Standard Terms"

means in accordance with the reasonable requirements of the Council in consultation with the Management Company but shall include:

(a) the transfer of the freehold estate of the Woodland or Additional Woodland Unencumbered (Nutrient Neutrality) with full title guarantee

(b) for a sum not exceeding one pound (£1)

(c) with the benefit of all necessary rights and easements and with vacant possession

(d) clear so as to be accessible for management and maintenance purposes and free from any known or apparent physical hazards and health and safety hazards, both above and below ground (including but not limited to land contamination, electricity pylons, Japanese Knotweed, asbestos, allotments and problems with site access)

(e) subject to a restriction on the future use of the Woodland for nutrient neutrality migration purposes

(f) the Management Company's conveyancing fees and disbursements are paid for by the Owner

(g) with rights of access for the Council for the purposes of inspection

“Woodland Target Nutrient Removal Rate” means the Woodland target nutrient removal rate as set out in the Nutrient Neutrality Assessment and Mitigation Strategy

PART 1 FALLOW LAND

1. The Owner covenants with the Council as follows:
 - 1.1 Not to cause or permit the Commencement of Development until the Fallow Land is no longer in Agricultural Production and the Owner has provided written notice of the same to the Council and the Fallow Land Management and Monitoring Plan has been submitted to and approved by the Council
 - 1.2 To keep the Fallow Land undeveloped and out of Agricultural Production and managed in accordance with the Approved Fallow Land Management and Monitoring Plan until such time as it is converted to Woodland in accordance with Part 3 and to provide evidence in writing to the Council to that effect as requested by the Council and to submit a Fallow Land Monitoring Report to the Council on the first of October after the date the Fallow Land is no longer in Agricultural Production and on subsequent anniversaries (or such other date as may be agreed with the Council such monitoring to continue each year from the date the Fallow Land is no longer in Agricultural Production until the Council confirms in writing this is no longer needed)
 - 1.3 Not to sow plant grow or take a crop of willow or miscanthus on the Fallow Land unless and until a report has been submitted to and approved by the Council in writing demonstrating that such activity is in accordance with the Nutrient Neutrality Assessment and Mitigation Strategy and any sowing planting growing and taking of any willow and/ or miscanthus crop on the Fallow Land shall be undertaken in accordance with the approved report
 - 1.4 To cease the sowing, planting, or taking a crop of willow or miscanthus on the Fallow Land in accordance with an approved report as per paragraph 1.3 where the Fallow

Land Validation Data demonstrates that the Fallow Land is not meeting or exceeding the Fallow Land Target Nutrient Removal Rate as set out in the Fallow Land Management and Monitoring Plan until such time as a further report has been submitted to and approved by the Council in writing demonstrating that such activity is in accordance with the Nutrient Neutrality Assessment and Mitigation Strategy and any sowing planting growing and taking of any willow and/ or miscanthus crop on the Fallow Land shall be undertaken in accordance with that approved report

- 1.5 To provide to the Council the Fallow Land Validation Data annually on the first of October after the date of the Commencement of Development
- 1.6 In the event that the Fallow Land Validation Data demonstrates that the Fallow Land is not meeting or exceeding the Fallow Land Target Nutrient Removal Rate as set out in the Fallow Land Management and Monitoring Plan not to Occupy or permit Occupation of any further Dwellings until such time as further data submitted to the Council demonstrates that the Fallow Land is meeting or exceeding the Fallow Land Target Nutrient Removal Rate and the Council has confirmed in writing it is satisfied with the further data
- 1.7 The Owner shall permit the Council and its authorised employees and agents upon reasonable written notice (which shall be a minimum of 20 Working Days) to enter the Fallow Land at all reasonable times for the purpose of verifying whether the Fallow Land Management and Monitoring Plan is being complied with ("Inspection of the Fallow Land") and any transfer in ownership of the Fallow Land shall include a right of access in favour of the Council to enable the Inspection of the Fallow Land to continue following that transfer.

PART 2

Adoptable SuDS

1. The Owner covenants with the Council as follows:
 - 1.1 Prior to Commencement of Development to submit the SuDS Scheme and the SuDS Monitoring and Maintenance Schedule to the Council
 - 1.2 Not to Commence Development until such time as the SuDS Scheme and the SuDS Monitoring and Maintenance Schedule have been submitted to and approved by the Council

- 1.3 To construct the SuDS (to be adopted by the Adopting Body in accordance with the Approved SuDS Monitoring and Maintenance Schedule) in accordance with the Approved SuDS Scheme and thereafter maintain and monitor the SuDS and submit a SuDS Monitoring Report to the Council on the first of October after the date of Practical Completion of the SuDs and on subsequent anniversaries (or such other date as may be agreed with the Council such monitoring to continue each year until the Council confirms in writing this is no longer needed provided the minimum monitoring period is 90 years from the date of Practical Completion of the SuDs)
- 1.4 Not to Occupy more than one hundred (100) Dwellings until such time as the SuDS to be adopted by the Adopting Body are Practically Complete
- 1.5 In the event that the Council consider the SuDs Monitoring Report is demonstrating that the SuDs are not in a sufficient condition to be able to meet the SuDs Nutrient Removal Target not to Exchange or cause to permit any further Exchanges until such time as the adoptable SuDs are operating in accordance with the Approved SuDS Scheme to the written satisfaction of the Council in writing.
- 1.6 Not to Occupy or cause or permit Occupation of more than fifty (50) Dwellings until such time as the Adopting Body of the SuDS has been agreed and where the Adopting Body is a Management Company until such time as the Management Company has been created to the satisfaction of the Council and the memorandum and articles of association and the form of transfer of the SuDS to the Management Company have been submitted to and approved by the Council
- 1.7 To maintain and monitor the adoptable SuDS in accordance with the Approved SuDS Monitoring and Maintenance Schedule until such time as the SuDS has been transferred to the Adopting Body in accordance with the SuDS Standard Terms where thereafter the Adopting Body will maintain and monitor the SuDs in accordance with the Approved SuDS Monitoring and Maintenance Schedule
- 1.8 If the Adopting Body is a Management Company to include in each transfer or lease of an Any Type Dwelling:
 - 1.8.1 An obligation to contribute to an annual amount to the Management Company (such amount along with contributions from other purchasers or lessees of the Any Type Dwellings across the Site shall be sufficient to enable the Management Company to discharge its obligations under the SuDS Monitoring and Maintenance Schedule
 - 1.8.2 An obligation that the buyer or lessee of each Any Type Dwelling upon any subsequent sale of the Any Type Dwelling will procure that the incoming buyer or lessee shall enter into direct covenants with the

Management Company in the form of those set out at paragraph 1.8.1 above of this Part 2 of this Schedule 4

- 1.9 In the event the Adopting Body shall cease to exist the liability for the management maintenance and monitoring of the SuDS in accordance with the Approved SuDS Monitoring and Maintenance Schedule shall be on the Occupiers of the Any-Type Dwellings who shall each be responsible for a proportionate part of all costs associated with the Approved SuDS Monitoring and Maintenance Schedule
- 1.10 Not to Occupy the one hundred and fortieth (140) Dwelling unless the Fallow Land is no longer is Agricultural Production and has been managed, maintained and monitored in accordance with Part 1 and the SuDs are Practically Complete in accordance with paragraph 1.4 of Part 2 and the Aylsham Water Recycling Centre has been upgraded to the 2025 Highest Technologically Achievable Limit (which is the first upgrade) and this is agreed to have been completed in writing by the Council.
2. The Owner shall permit the Council and its authorised employees and agents upon reasonable written notice (which shall be a minimum of 20 Working Days) to enter the Site or any other land where the SuDs Scheme is sited at all reasonable times for the purpose of verifying whether the "SuDS Monitoring and Maintenance Schedule" is being complied with and the SuDs have been constructed in accordance with the SuDs Scheme ("Inspection of the SuDs") and any transfer in ownership of the SuDs shall include a right of access in favour of the Council to enable the Inspection of the SuDs to continue following that transfer.

PART 3 WOODLAND

The Owner covenants with the Council as follows:

1. To submit the Woodland Creation Plan to the Council prior to Occupation of the fiftieth (50th) Dwelling
2. Not to Occupy more than fifty (50th) Dwellings until the Woodland Creation Plan has been submitted to the Council
3. Not to Occupy more than one hundred (100) Dwellings until the Woodland Creation Plan has been approved in writing by the Council such approval not to be

unreasonably withheld or delayed provided that the Council will not confirm an Approved Woodland Creation Plan that does not demonstrate the Woodland meets or exceeds the Woodland Target Nutrient Removal Rate

4. Not to Occupy more than fifty (50) Dwellings until the Woodland Management and Monitoring Scheme has been submitted to the Council for approval
5. Not to Occupy more than one hundred and twenty (125) Dwellings until the Woodland has been laid out to the written satisfaction of the Council in accordance with the Approved Woodland Creation Plan and the Woodland Management and Monitoring Scheme has been approved by the Council and thereafter to maintain and monitor the Woodland in accordance with the Approved Woodland Management and Monitoring Scheme and submit a Woodland Monitoring Report to the Council on the first of October after the date the Woodland has been laid out to the written satisfaction of the Council and on subsequent anniversaries (or such other date as may be agreed with the Council such monitoring to continue each year until the Council confirms in writing this is no longer needed provided the minimum monitoring period is 90 years from the date the Woodland is laid out to the written satisfaction of the Council)
6. In the event that the Council consider the Woodland Monitoring Report is demonstrating that the Woodland is not in a sufficient condition to be able to meet the Woodland Nutrient Removal Target not to Occupy or permit the Occupation of further Any Type Dwellings until such time as the condition of the Woodland has been restored or improved and is operating in accordance with the Approved Woodland Management and Monitoring Scheme and the Approved Woodland Creation Plan to the written satisfaction of the Council.
7. To include in each transfer or lease of an Any Type Dwelling:
 - 7.1.1 An obligation to contribute to an annual amount to the Management Company (such amount along with contributions from other purchasers or lessees of the Any Type Dwellings across the Site shall be sufficient to enable the Management Company to discharge its obligations under the Woodland Maintenance Scheme and the Additional Woodland Monitoring and Maintenance Scheme where applicable in accordance with paragraph 5 and paragraph 9.2
 - 7.1.2 An obligation that the buyer or lessee of each Any Type Dwelling upon any subsequent sale of the Any Type Dwelling will procure that the incoming buyer or lessee shall enter into direct covenants with the Management Company in the form of those set out in paragraph 7.1.1 above of this Part 3 of this Schedule 4

8. Where paragraph 9.2 is to be complied with not to Occupy more than one hundred and twenty five (125) Dwellings until the Additional Woodland Creation Plan and the Additional Woodland Management and Monitoring Scheme and the updated Nutrient Neutrality Assessment and Mitigation Strategy have been submitted to and approved in writing by the Council
9. Not to Occupy more than one hundred and forty (140) Dwellings and not to occupy any Extra Care Units unless the Fallow Land has been converted to Woodland in accordance with paragraph 5 of Part 3 and the SuDs are Practically Complete in accordance with paragraph 1.4 of Part 2 and;
 - 9.1 the Aylsham Water Recycling Centre has been upgraded to the 2030 Highest Technological Achievable Limit (which is due to take place by 2030 and is the second upgrade) and this is agreed to have been completed in writing by the Council; or
 - 9.2 the Additional Woodland has been laid out to the written satisfaction of the Council in accordance with the Approved Additional Woodland Creation Plan and thereafter to maintain and monitor the Woodland in accordance with the Approved Woodland Management and Monitoring Scheme and submit a Woodland Monitoring Report which includes details of the Additional Woodland to the Council on the first of October after the date the Additional Woodland has been laid out to the written satisfaction of the Council and on subsequent anniversaries (or such other date as may be agreed with the Council such monitoring to continue each year until the Council confirms in writing this is no longer needed provided the minimum monitoring period is 90 years from the date the Additional Woodland has been laid out to the written satisfaction of the Council) and the Additional Woodland has been transferred to the existing Management Company created in accordance with paragraph 11 on the Woodland Standard Terms
10. Where 9.2 has been complied with and in the event that the Council consider the Woodland Monitoring Report is demonstrating that the Additional Woodland is not in a sufficient condition to be able to meet the Additional Woodland Nutrient Removal Target not to Occupy or permit the Occupation of further Any Type Dwellings until such time as the condition of the Additional Woodland has been restored or improved and is operating in accordance with the Approved Additional Woodland Management and Monitoring Scheme and the Approved Additional Woodland Creation Plan to the written satisfaction of the Council.
11. Not to Occupy or cause or permit Occupation of one hundred and forty (140) Dwellings until such time as the Management Company has been created to the satisfaction of the Council and the memorandum and articles of association and form of transfer of the Woodland to the Management Company have been submitted to and approved by the Council and the Woodland has been transferred to a Management Company on the Woodland Standard Terms

12. In the event the Management Company shall cease to exist the liability for the management maintenance and monitoring of the Woodland in accordance with the Approved Woodland Monitoring and Maintenance Schedule shall be on the Occupiers of the Any Type Dwellings who shall each be responsible for a proportionate part of all costs associated with the Approved Woodland Monitoring and Maintenance Schedule
13. The Owner shall permit the Council and its authorised employees and agents upon reasonable written notice (which shall be a minimum of 20 Working Days) to enter the Woodland and or the Additional Woodland at all reasonable times for the purpose of verifying whether the Approved Woodland Management and Monitoring Scheme, the Approved Woodland Creation Plan, the Approved Additional Woodland Management and Monitoring Scheme or the Approved Additional Woodland Creation Plan are being complied with ("Inspection of the Woodland and/or Additional Woodland") and any transfer in ownership of the Woodland or Additional Woodland shall include a right of access in favour of the Council to enable the Inspection of the Woodland and/or Additional Woodland to continue following that transfer.

SIXTH SCHEDULE

TRAVEL PLAN

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

"Travel Plan" means a framework or options/ measures to enable and encourage people to travel more sustainably and to reduce the need to travel being site and people specific

"Travel Plan Contribution" means the sum of five hundred and seventy five Pounds (£575.00) per Dwelling or such other sum as the County Council may agree in writing towards the implementation of the Travel Plan for the Development such sum to be Index Linked

1. The Owner covenants with the County Council as follows:

- 1.1 To pay the Travel Plan Contribution to the County Council prior to Occupation of the first Dwelling towards the production, approval and on-going review of a Travel Plan for the Development

SEVENTH SCHEDULE

RECREATIONAL IMPACT AVOIDANCE AND MITIGATION CONTRIBUTION

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

"Recreational Impact Avoidance and Mitigation Contribution" the financial contribution to be calculated using the Recreational Impact Avoidance and Mitigation Contribution Calculation and increased in line with the Recreational Impact Avoidance and Mitigation Contribution Inflation Provision and applied towards the package of mitigation measures identified in the Strategy

"Recreational Impact Avoidance and Mitigation Contribution Calculation" the sum of £185.93 x the total number of new Dwellings proposed pursuant to the Planning Permission to calculate the Recreational Impact Avoidance and Mitigation Contribution

"Recreational Impact Avoidance and Mitigation Contribution Inflation Provision" The increase (if any) in the *Office for National Statistics Retail Price Index (All Items)* between January 2022 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)

"Strategy" Norfolk Green Infrastructure and Recreational Impact Avoidance and Mitigation Strategy dated March 2021

1. The Owner covenants with the Council as follows:

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

EIGHTH SCHEDULE NHS CONTRIBUTION

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

“Aylsham Surgery Contribution”	the sum of £275,563.00 (Two Hundred and Seventy Five Thousand Five Hundred and Sixty Three Pounds) to be used for the Aylsham Surgery Purposes
“Aylsham Surgery Purposes”	the uses which the NHS may put the Aylsham Surgery Contribution to include the expansion and/or improvement of: a) the Market Surgery, 26 Norwich Road, Aylsham, Norwich, NR11 6BW including its services and associated facilities; and/or b) the Reepham and Aylsham Medical Practice, 60 Hungate Street, Aylsham, NR11 6AA including its services and associated facilities.

The Owner covenants with the Council as follows:

1. To pay the Aylsham Surgery Contribution to the Council prior to the Occupation of the one-hundredth (100th) Dwelling

The Council covenants with the Owner as follows:

1. The Council will place the Aylsham Surgery Contribution in an interest bearing account
2. The Council shall advise the NHS that the Aylsham Surgery Contribution shall only be used towards Aylsham Surgery Purposes
3. The Council shall not pass any part of the Aylsham Surgery Contribution to the NHS until it has obtained from the NHS an invoice or statement confirming the amount required and the purposes for which it is to be spent.
4. On receipt of a written request from the Owner the Council shall provide the Owner with a statement confirming whether the Aylsham Surgery Contribution has been passed to the NHS in whole or in part.

NINTH SCHEDULE MONITORING FEE

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

"Council Monitoring Fee" means the sum of £6,952,00 (consisting of £4,500 for the Nutrient Neutrality Schedule and £2,452 for the other Schedules) Index Linked payable to the Council in respect of its duties and reasonable costs of monitoring performance of the obligations contained in this Deed

1. The Owner covenants with the Council as follows:
 - 1.1 to pay the Council Monitoring Fee prior to the Commencement of the Development.

TENTH SCHEDULE
COUNCIL COVENANTS

The Council covenants with the Owner as follows:

1. To pay the financial contributions received under this Deed into an interest-bearing account with the Council's bankers and together with all interest that may from time to time accrue the said monies will be applied by the Council towards the purposes specified in this Deed and for no other purposes
2. If any part of the financial contributions paid to the Council under this Deed have not been expended or committed to be spent by the Council within five years of final Occupation of the Development , the Council shall repay any such unexpended or unallocated sum with any interest accrued thereon to the Owner provided that a written request from the Owner to the Council to repay the sum is received within one year of the expiry of the 5 year period and in the event of no such written request for a repayment of unexpended or unallocated monies being made within that one year period any unexpended or unallocated sum shall be released free of any liability and obligations on the Council to repay under the terms of this Deed.
3. At the written request of the Owner the Council shall provide information to confirm expenditure of the financial sums paid under this Deed
4. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been fully performed.
5. The Council shall issue the Permission as soon as reasonably practicable following completion of this Deed.

IN WITNESS whereof the parties hereto have executed this document as a Deed on the day 8673
and year first before written.

THE COMMON SEAL OF BROADLAND DISTRICT COUNCIL)
was affixed in the presence of:)




Authorised Signatory: C. M. Moore
Deputy Monitoring Officer

THE COMMON SEAL OF)
NORFOLK COUNTY COUNCIL)
was affixed hereto in the presence of:)



FLORENCE CLEMENT-HARRIS



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

EXECUTED as a DEED by
NORFOLK HOMES LIMITED
Acting by **JAMES NICHOLLS**
a Director in the presence of:

)
)
)
)

James Nicholls

James Nicholls

Witness Signature:

Witness Name:

Witness Address:



69 Wells Road

Stiffkey

Wells - next to the Sea NR23 1QE

APPENDIX 1

Part 1

Extract from Open Space policies detailing the cost per dwelling for the provision and maintenance of Open Space

Purchase of Off Site Open Space

Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£252	£51	£24	£600	£927
2 bed	£336	£68	£32	£800	£1,236
3 bed	£420	£85	£40	£1,000	£1,545
4 bed	£504	£102	£48	£1,200	£1,854
5 bed +	£588	£119	£56	£1,400	£2,163

Equipping of Off Site Open Space

Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£288	£89	£15	£429	£821
2 bed	£385	£119	£19	£572	£1,095
3 bed	£481	£148	£24	£715	£1,368
4 bed	£577	£178	£29	£858	£1,642
5 bed +	£674	£207	£34	£1,001	£1,916

Maintenance of Off Site and On Site Open Space

Property	Sports	Play		Green infrastructure	Total
1 bed	£303	£30		£253	£586
2 bed	£404	£41		£338	£783
3 bed	£504	£51		£422	£977
4 bed	£605	£61		£506	£1,172
5 bed +	£707	£72		£591	£1,370

Part 2

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

Part 3

Number of Bedrooms	Number of Dwellings
1 Bed	78
2 Bed	108
3 Bed	90
4 Bed	66
5 + Bed	0
Total	342

	Play	Sport	Allotment	Informal Recreation/ GI
Space provide on site (sq m)	2567	12684	1208	18700