

Dated

5th February

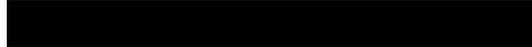
2026

BROADLAND DISTRICT COUNCIL

-and-



-and-



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

relating to land south of South of Cherry Tree Farm Green Lane West Rackheath
Norfolk

nplaw
Public Sector Legal Expertise

THIS DEED is dated 5th day of February 2026

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich NR7 0WF (referred to as the "Council")
- (2) [REDACTED] of 54 Green Lane West, Rackheath, Norwich NR13 6PG as Trustee for the K C Fisher Discretionary Settlement (referred to as "Owner 1")
- (3) [REDACTED] of 19 Malthouse Road, Hethersett, Norwich, Norfolk NR9 3JA as Trustee for the K C Fisher Discretionary Settlement (referred to as "Owner 2")

Owner 1 and Owner 2 are collectively referred to as the 'Owners'

And the Council and the Owners are together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the purposes of this deed for the area within which the Site is located.
- (B) Owner 2 has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (C) The Owners owns the freehold of the Site which is registered at HM Land Registry under title number NK358189 and held free from encumbrances which would affect the Council's ability to enforce this Deed.
- (D) The address given for Owner 1 above is Owner 1's current residence despite the address given for Owner 1 on the title register for title number NK358189 and arrangements are being made for the address on the title register for title number NK358189 to be corrected

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

| | |
|-------------------|--|
| Act | The Town and Country Planning Act 1990 as amended |
| Commencement | <p>The date on which a material operation as defined in section 56(4) of the Act is first carried out, except (for the purposes of this Deed only) operations consisting of:</p> <ul style="list-style-type: none"> • site clearance • demolition • archaeological investigations • ground surveys • removal of contamination or other adverse ground conditions • erection of temporary fences • temporary display of site notices and/or advertisements • earth works for the provision or diversion of drainage or services to prepare the Site for development <p>and 'Commence' and 'Commenced' will be construed accordingly</p> |
| Development | The development of the Site in accordance with the Permission |
| Dwelling | A dwelling to be built on the Site as part of the Development |
| Nominated Officer | The senior officer of the Council responsible for development management or other officer of the Council notified to the Owners |
| 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> <ul style="list-style-type: none"> • construction • internal and external refurbishment • decoration |

- fitting-out
- marketing
- security operations related to the Development

and 'Occupy' and 'Occupied' will be construed accordingly

| | |
|------------|---|
| Permission | The outline planning permission with approval of access to be granted by the Council for residential development comprising the erection of up to eight dwellings, creation of access and associated landscaping and allocated reference number 2023/1868/O |
| Plan | The plan attached to this Deed at Appendix 1 and titled 'Location Plan' with reference 4022-LP01 |
| Site | The land known as Land south of Cherry Tree Farm, Green Lane West, Rackheath NR13 6PH which forms part of the land registered at HM Land Registry under title number NK358189 as shown edged red on the Plan |
| Trigger | The Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action |

2. LEGAL BASIS

2.1 This Deed is made pursuant to section 106 of the Act and, to the extent that it does not contain planning obligations, under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 93 of the Local Government Act 2003, and any and all other enabling powers.

2.2 The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council

and relate to the Site and to the extent that any provision is not capable of being made pursuant to section 106 of the Act it is made pursuant to section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 93 of the Local Government Act 2003 and any and all other enabling powers.

2.3 Covenants given by more than one party can be enforced against them individually or jointly.

2.4 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person.

2.5 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.

2.6 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.

2.7 Representatives of the Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:

2.7.1 they do not enter any individual Dwelling; and

2.7.2 they adhere to all reasonable health and safety requirements.

2.8 This Deed is conditional upon:

2.8.1 The grant of the Permission; and

2.8.2 The Commencement of Development,

save for the provisions of this clause and clauses 5.5 and 5.11 which shall come into effect immediately on completion of this Deed and any obligation contained in this Deed which must be performed prior to Commencement of the Development which shall come into effect immediately on the grant of the Permission.

3. COVENANTS

- 3.1 The Owners covenant with the Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 3.2 The Council covenant with the Owners to comply with their respective requirements contained in this Deed.

4. USE OF CONTRIBUTIONS INDEXATION AND INTEREST

- 4.1 The improvements referred to in this Deed for which contributions are required may at the Council's absolute discretion be commenced or provided (in whole or in part) at any time after the date of this Deed even if payment of the relevant contribution may not have become due.
- 4.2 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.
- 4.3 Nothing in this Deed binds the Owners to pay;
 - 4.3.1 any contribution before the date on which it is due under the Schedules,
or
 - 4.3.2 any contribution at all if the relevant due date is not reached, or
 - 4.3.3 any greater contribution than provided in the relevant Schedule (subject

to the inflation provisions contained within each Schedule)

- 4.4 The Council is 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.
- 4.5 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
- 4.5.1 the contributions are a debt due to the Council and are recoverable by action by the Council; and
- 4.5.2 are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to time from the due date for payment until the actual date of payment.
- 4.6 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 4.7 Any money from time to time held by the Council in respect of any payment made to the Council by the Owners under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return to the party who made that payment if that party:
- 4.7.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
- 4.7.2 passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or
- 4.7.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them,
but shall continue to be held under the terms of this Deed.
- 4.8 The Council may spend part of each contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or

incurred in connection with the spending of the said contribution in accordance with the relevant Schedule.

5. OTHER PROVISIONS

- 5.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or the part of the Site to which a breach relates (unless the breach occurred before he disposed of his interest) and FOR THE AVOIDANCE OF DOUBT neither the reservation of rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site or parts of the Site shall constitute an interest for the purposes of this Clause.
- 5.2 All Parties to this this Deed acknowledge and agree that in the negotiation and completion of this Deed the Owners are entering into this Deed in their capacity as the Trustees of the K C Fisher Discretionary Settlement and the Owners' liability shall be limited to the extent of the assets of the K C Fisher Discretionary Settlement (and for the avoidance of doubt the Owners shall have no personal liability) in their respective hands from time to time PROVIDED THAT if any of the Owners, individually, or jointly carries on the Development in their personal capacity this exclusion will not apply and FURTHER PROVIDED THAT the obligations shall continue to bind successors in title to the Trustees of the K C Fisher Discretionary Settlement unless those successors in title are also Trustees of the K C Fisher Discretionary Settlement in which case this clause 5.2 shall continue to apply
- 5.3 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 5.4 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:

- 5.4.1 Individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease;
- 5.4.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 5.5 On completion the Owners will pay the Council's reasonable legal costs in connection with this Deed.
- 5.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.7 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 5.8 No waiver, express or implied, by the Council or the Owners of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council or the Owners from enforcing any of the provisions in this Deed.
- 5.9 If the Permission is quashed revoked or expires before Commencement then, save for clause 5.5, this Deed will cease to have effect (insofar only as it has not already been complied with).
- 5.10 Subject to clause 5.11, nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other

than the Permission) granted after the date of this Deed.

5.11 If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).

5.12 This Deed is registrable as a local land charge by the Council.

5.13 Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owners, cancel all relevant entries contained in the Register of Local Land Charges.

5.14 An agreement, approval, consent or expression of satisfaction required by the Owners from the Council under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.

5.15 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.

5.16 Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as local authority.

6. DISPUTES

6.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time

being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding.

- 6.2 The expert is to be replaced by a fresh appointee in the event that they become at any time unable or unwilling for any reason to proceed to discharge their functions. The fresh appointee is to be appointed in the manner prescribed in this clause.
- 6.3 The expert is to make their decision within 6 weeks of being appointed.
- 6.4 The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs.
- 6.5 Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

7. NOTIFICATIONS

- 7.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received.
- 7.2 The Owners will notify the Nominated Officer in writing of the relevant
 - 7.2.1 anticipated Triggers seven days in advance of each anticipated date,
 - 7.2.2 actual Triggers within seven days of each actual date.
- 7.3 If the Owners dispose of their interest in all or part of the Site they will notify the

Nominated Officer within 7 days of the name and address of the new owners and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owners shall not be required to give such notice when disposing of any part of the Site to a statutory undertaker or when disposing of any of the Dwellings for their occupation as a residential dwelling constructed pursuant to the Permission

8. JURISDICTION

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

Schedule 1

Recreational Impact Avoidance and Mitigation Contribution

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

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

Recreational impact Avoidance and Mitigation Contribution Calculation: the sum of £293.53 x the total number of new Dwellings proposed pursuant to the 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 2024 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)

Strategy: Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021 and the Avoidance and Mitigations Action Plan dated 2024

1. The Owners covenant with the Council as follows:

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

Schedule 2

Off-Site Open Space Contribution

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|------------------------------------|--|
| "Inflation Provision" | The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine) |
| "Off Site Open Space Contribution" | A sum in lieu of any deficiency in the amount or type of Open Space being provided on the Development compared to that required in accordance with the Council's current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision and applied towards the provision of Open Space serving the Development in the parish of Rackheath |
| "Open Space" | Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies |
| "Open Space Policies" | Means the policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space, and Policy 3 of the Greater Norwich Local Plan or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities |

Part 1

Owners' Obligations

1. The Owners hereby covenants with the Council as follows:
 - 1.1 Not to Occupy more than 50% of the Dwellings until the Off-Site Open Space Contribution has been paid to the Council; and
 - 1.2 To pay the Off-Site Open Space Contribution prior to Occupation of more than 50% of the Dwellings

Part 2

Council Obligations

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

Part 3

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

| Contribution Towards Purchase of Off Site Open Space | | | | | |
|---|--------|------|------------|----------------------|--------|
| Property | Sports | Play | Allotments | Green Infrastructure | Total |
| 1 bed | £252 | £51 | £24 | £300 | £627 |
| 2 bed | £336 | £68 | £32 | £400 | £836 |
| 3 bed | £420 | £85 | £40 | £500 | £1,045 |
| 4 bed | £504 | £102 | £48 | £600 | £1,254 |
| 5+ bed | £588 | £119 | £56 | £700 | £1,463 |

| Equipping of Off Site Open Space | | | | | |
|---|--|---------------------------------------|--|----------------------|-----------|
| Property | Sports | Play | Allotments | Green Infrastructure | Total |
| 1 bed | £288 | £89 | £15 | £214.50 | £606.50 |
| 2 bed | £385 | £119 | £19 | £286 | £809 |
| 3 bed | £481 | £148 | £24 | £357.50 | £1,010.50 |
| 4 bed | £577 | £178 | £29 | £429 | £1,213 |
| 5+ bed | £674 | £207 | £34 | £500.50 | £1,415.50 |
| Maintenance of Off Site and On Site Open Space | | | | | |
| Property | Sports | Play | | Green Infrastructure | Total |
| 1 bed | £303 | £30 | | £126.50 | £459.50 |
| 2 bed | £404 | £41 | | £169 | £614 |
| 3 bed | £504 | £51 | | £211 | £766 |
| 4 bed | £605 | £61 | | £253 | £919 |
| 5+ bed | £707 | £72 | | £295.50 | £1,074.50 |
| Maintenance of On-Site Open Space – Over Provision | | | | | |
| | Children's play spaces cost/m ² | Sports facilities cost/m ² | Green Infrastructure cost/m ² | | |
| Over Provision | £5.88 | £12.02 | £4.22 | | |

Schedule 3

Council Monitoring Fee

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

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|---|---|
| "Monitoring Fee" | means the sum of £506 (such sum to be increased in line with the Monitoring Fee Inflation Provision) payable to the Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed |
| "Monitoring Fee Inflation Provision" | Means the District Council Monitoring Fee to be index linked from the date of this Deed until the date the payment of the District Council Monitoring Fee is made, such index linking being equivalent to any change in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index published by the Office for National Statistics (or if such indices cease to be published, another index notified to the Owners by the Nominated Officer) |

The Owners covenant with the Council as follows:

1. MONITORING FEE

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

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

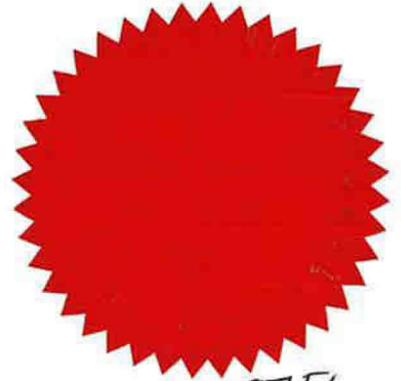
THE COMMON SEAL OF
Broadland District Council
was affixed hereto in the presence of:

)
)
)

[Redacted]

[Redacted]

Authorised Signatory:



8756

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

SIGNED AS A DEED by
[Redacted] as Trustee for the
K C Fisher Discretionary Settlement

)
)
)

[Redacted Signature]

Signature

In the presence of:

Witness:

[Redacted]

Name (Print):

[Redacted]

Address

[Redacted]

Occupation:

[Redacted]

SIGNED AS A DEED by
[REDACTED] as Trustee for the
K C Fisher Discretionary Settlement

)

)

)

[REDACTED]

Signature

in the presence of:

Witness:

[REDACTED]

Name (Print):

[REDACTED]

Address:

[REDACTED]

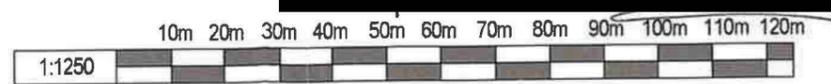
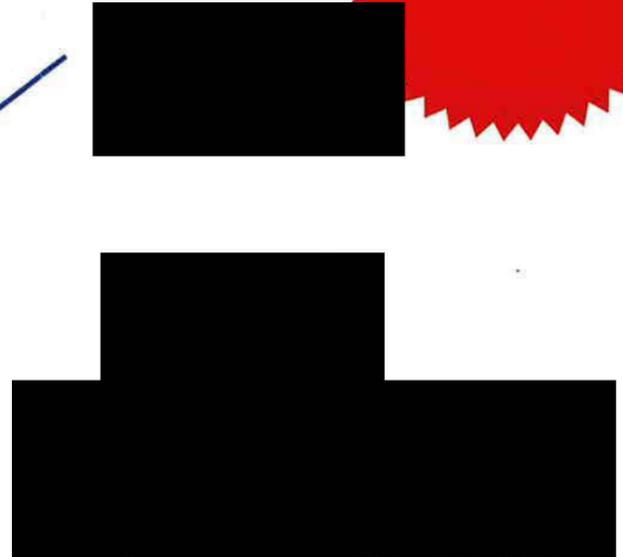
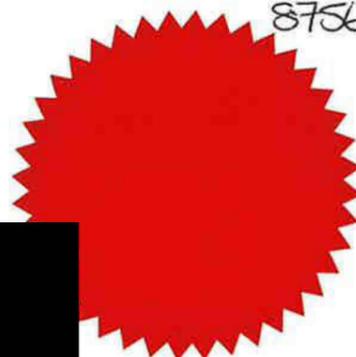
Occupation:

[REDACTED]

APPENDIX 1 – Plan



8756.



| | | | | | | |
|---|--|---|----------------------------------|-----------------------------------|------------------------------------|------------------------------------|
| <p>DRAWINGS</p> <p>The drawings are the copyright of Studio 35 Architecture Ltd. The drawings must not be scaled from. The contractor/builder should take and verify all dimensions on site before proceeding with any works. All dimensions shown on the drawings are for Planning purposes only.</p> <p>GENERAL</p> <p>All works are to be carried out with the relevant current British Standard Codes of Practice and Building Research Digest Papers, and to be to the approval of the local Authority and all Statutory Undertakers. All materials shall be suitable for the purpose intended and shall be used strictly in accordance with the manufacturer's recommendations. All necessary calculations are to be submitted to the Local Authority for approval prior to the commencement of work on site.</p> <p>It is the owners responsibility to ensure that the property and site is free from any onerous or unusual restrictions, covenants or easements.</p> | <p>PARTY WALL ACT 1996</p> <p>Attention is drawn to the Party Wall Act 1996. The client or owner must give notice in writing to neighbours of the intended building operation and receive approval of same.</p> <p>CDM 2015 REGULATIONS</p> <p>Attention is drawn to the client with regard to the CDM 2015 regulations. These drawings and specification are intended for Planning & Building Regulation purposes only, the scope of this does not go any further. It is the duty of the client under the regulations to appoint a Principal Contractor. There is no obligation for the client to appoint a Principal Designer. The Principal Contractor will then take on the role of Principal Designer for purposes of the 'site construction' and 'construction' phases of the project under the CDM 2015 regulations when it gets under way, in order that a Health & Safety File and construction plan, is provided for the HSE, in order to reduce risks through the design processes of construction etc.</p> | <p>PROJECT</p> <p>RESIDENTIAL DEVELOPMENT GREEN LANE WEST, RACKHEATH</p> | | <p>Studio 35</p> | | |
| | | <p>CLIENT</p> <p>K C FISHER DISCRETIONARY SETTLEMENT</p> | | <p>PLANNING</p> | | |
| | | <p>DRAWING TITLE</p> <p>LOCATION PLAN</p> | | <p>SCALE</p> <p>1:1250</p> | <p>PAPER SIZE</p> <p>A3</p> | <p>DATE</p> <p>MAY 2023</p> |
| | | <p>JCB</p> <p>4022</p> | <p>DRG NO</p> <p>LP01</p> | <p>REV.</p> | | |