

Dated

13th August

2026

Broadland District Council

-and-

[REDACTED]

-and-

[REDACTED]

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

relating to land at
Juniper Way, Horsford

nplaw

Public Sector Legal Expertise

THIS DEED is dated 13th day of August 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] *12.08-26*
(referred to as the "Owner")

(3) [REDACTED]
[REDACTED] (referred to as "DIL")

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) Ingram Homes has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.

(C) The Owner owns the freehold of the Site which is registered at HM Land Registry (among other land) under title number NK433980 and held free from encumbrances other than the matters referred to below.

(D) DIL have an equitable interest in the Option Land which forms part of the Site by virtue of an option to purchase the Option Land and have agreed to join in this Deed to confirm that they will be bound by its terms on completion of the sale of the Option Land.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended
Commencement	The date on which a material operation as defined in section 56(4) of the Act is first carried, except (for the purposes of this Deed only) operations consisting of: • 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 and 'Commence' and 'Commenced' will be construed accordingly
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 Owner
Occupation	Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of: • construction • internal and external refurbishment • decoration • fitting-out

	• marketing and 'Occupy' and 'Occupied' will be construed accordingly
Option Land	means the land forming part of the Site shown edged red on Plan 1
Permission	The planning permission to be granted by the Council for the erection of five dwellings and allocated reference number 2024/3801 or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development.
Plan 1	The plan attached to this Deed at Annex 1
Plan 2	The Plan attached to this Deed at Annex 2
Site	The land known as Land on the South-East Side of Mill Lane, Horsford, Norwich and being part of the land registered at HM Land Registry under title number NK433980 shown edged red on Plan 2
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 5.4 and 5.8 which shall come into effect immediately on completion of this Deed and any obligation contained in this Deed which must be performed prior to Commencement of the Development which shall come into effect immediately on the grant of the Permission.

3. COVENANTS

- 3.1. The Owner covenants 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 Owner to comply with their respective requirements contained in this Deed.
- 3.3. DIL covenants to comply with the obligations in this Deed on becoming the owner of the Option Land.

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 Owner 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 provision as set out therein).
- 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. The contributions specified in the Schedules are to be subject to the inflation provision as set out therein.
- 4.6. In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
 - 4.6.1. the contributions are a debt due to the Council and are recoverable by action by the Council; and
 - 4.6.2. are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to

time from the due date for payment until the actual date of payment.

- 4.7. All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 4.8. Any money from time to time held by the Council in respect of any payment made to the Council by the Owner under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return to the party who made that payment if that party:
 - 4.8.1. becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
 - 4.8.2. passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or
 - 4.8.3. 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.
- 4.9. The Council may spend part of each contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule.

5. OTHER PROVISIONS

- 5.1. No person will be liable for any breach of this Deed if they no longer has an interest in the Site (unless the breach occurred before they disposed of their interest).
- 5.2. The Owner confirms that at the date of this Deed they are the owner of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 5.3. The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
 - 5.3.1. individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a

breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease.

- 5.3.2. any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 5.4. On completion DIL will pay the Council's reasonable legal costs in connection with this Deed.
- 5.5. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.6. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 5.7. No waiver, express or implied, by the Council of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed.
- 5.8. If the Permission is quashed revoked or expires before Commencement then, save for clause 5.4, this Deed will cease to have effect (insofar only as it has not already been complied with).
- 5.9. Subject to clause 5.10, nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 5.10. If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).
- 5.11. This Deed is registrable as a local land charge by the Council.
- 5.12. Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.

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

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 Owner 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 Owner disposes of their interest in all or part of the Site they will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site.

8. JURISDICTION

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

9. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement

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 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 2024 and the January immediately prior to the start of the financial year within which payment is made pursuant to this Deed (or if such index ceases to be published such other index as the Council shall reasonably determine)
“Strategy”	The Norfolk Green Infrastructure and Recreational impact Avoidance and Mitigation Strategy dated March 2021, and the Norfolk Recreational Impact Avoidance and Mitigations Strategy Action Plan dated 2024

1. The Owner hereby covenants 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.
- 1.2. To pay the Recreational Impact Avoidance and Mitigation Contribution to the Council on or prior to Commencement of Development.

SCHEDULE 2

Open Space

Part 1

Owner Obligations

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

"Green Infrastructure Contribution"	That part of the Off-Site Open Space Contribution allocated to the provision and maintenance of green infrastructure as detailed in Part 3 of this Schedule
"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"	Either: a) A sum of £12,420; or b) Where the Permission is subject to an application under Section 73 of the Act, such sum calculated in accordance with Part 3 of this Schedule in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils Open Space Policies and increased in line with the Inflation Provision and applied towards the provision of Open Space serving the Development and in the case of the Green Infrastructure Contribution 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 and Policy 3 of the Greater Norwich Local Plan
"Open Space"	Land to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Policies
"Open Space Policies"	The policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space, and Policy 3 of the Greater Norwich Local Plan or such replacement policies or

documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

The Owner hereby covenants with the Council as follows:

1. OPEN SPACE

- 1.1. To pay the Off-Site Open Space Contribution prior to Occupation of 60% of the Dwellings.

Part 2

Council Obligations

2. The Council covenants with the Owner as follows:

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

Part 3

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

Contribution Towards Purchase of Off Site Open Space					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£252	£51	£24	£300	£627
2 bed	£336	£68	£32	£400	£836
3 bed	£420	£85	£40	£500	£1,045
4 bed	£504	£102	£48	£600	£1,254
5+ bed	£588	£119	£56	£700	£1,463
Equipping of Off Site Open Space					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£288	£89	£15	£214.50	£606.50
2 bed	£385	£119	£19	£286	£809
3 bed	£481	£148	£24	£357.50	£1,010.50
4 bed	£577	£178	£29	£429	£1,213
5+ bed	£674	£207	£34	£500.50	£1,415.50
Maintenance of Off Site and On Site Open Space					
Property	Sports	Play		Green	Total

				Infrastructure	
1 bed	£303	£30		£126.50	£459.50
2 bed	£404	£41		£169	£614
3 bed	£504	£51		£211	£766
4 bed	£605	£61		£253	£919
5+ bed	£707	£72		£295.50	£1,074.50
Maintenance of On-Site Open Space – Over Provision					
	Children's play spaces cost/m ²	Sports facilities cost/m ²		Green Infrastructure cost/m ²	
Over Provision	£5.88	£12.02		£4.22	

Part 4

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

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

SCHEDULE 3

Monitoring Fees

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

“District Council Monitoring Fee”	The sum of £506 Index Linked payable to the Council in respect of the Council’s duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed
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The Owner hereby covenants with Council as follows:

1. DISTRICT COUNCIL MONITORING FEE

- 1.1. to pay the District Council Monitoring Fee to the Council on or prior to the Commencement of the Development.
- 1.2. not to Commence the Development until the District Council Monitoring Fee has been paid to the Council in full.

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

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

)
)
)



Authorised Signatory:

██████████
Deputy Monitoring Officer
██████████

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

EXECUTED AS A DEED by

██████████

)
)
)

in the presence of:

Witness:

Name (Print):

Address:

Occupation:

EXECUTED AS A DEED by
acting by a Director

██

)

.....
Director

)

Print name

)

in the presence of:

Witness signature

Witness name

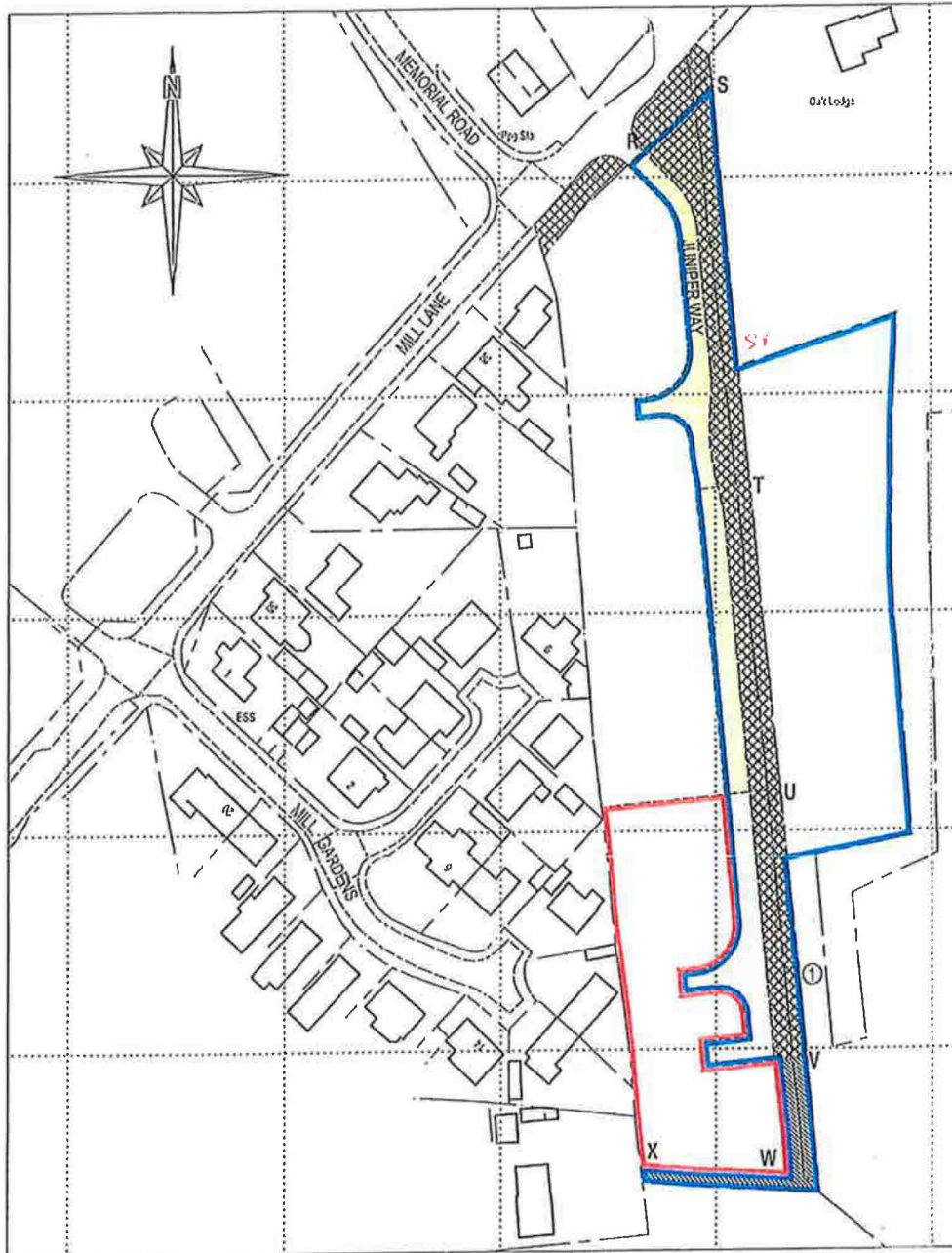
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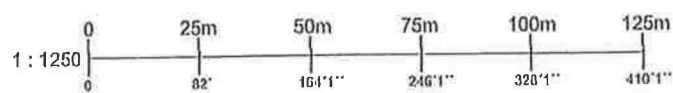
ANNEX 1

"PLAN 1"



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LOCATION PLAN 1:1250



Deputy Monitoring Officer
Linda Mockford

ANNEX 2

Location Plan

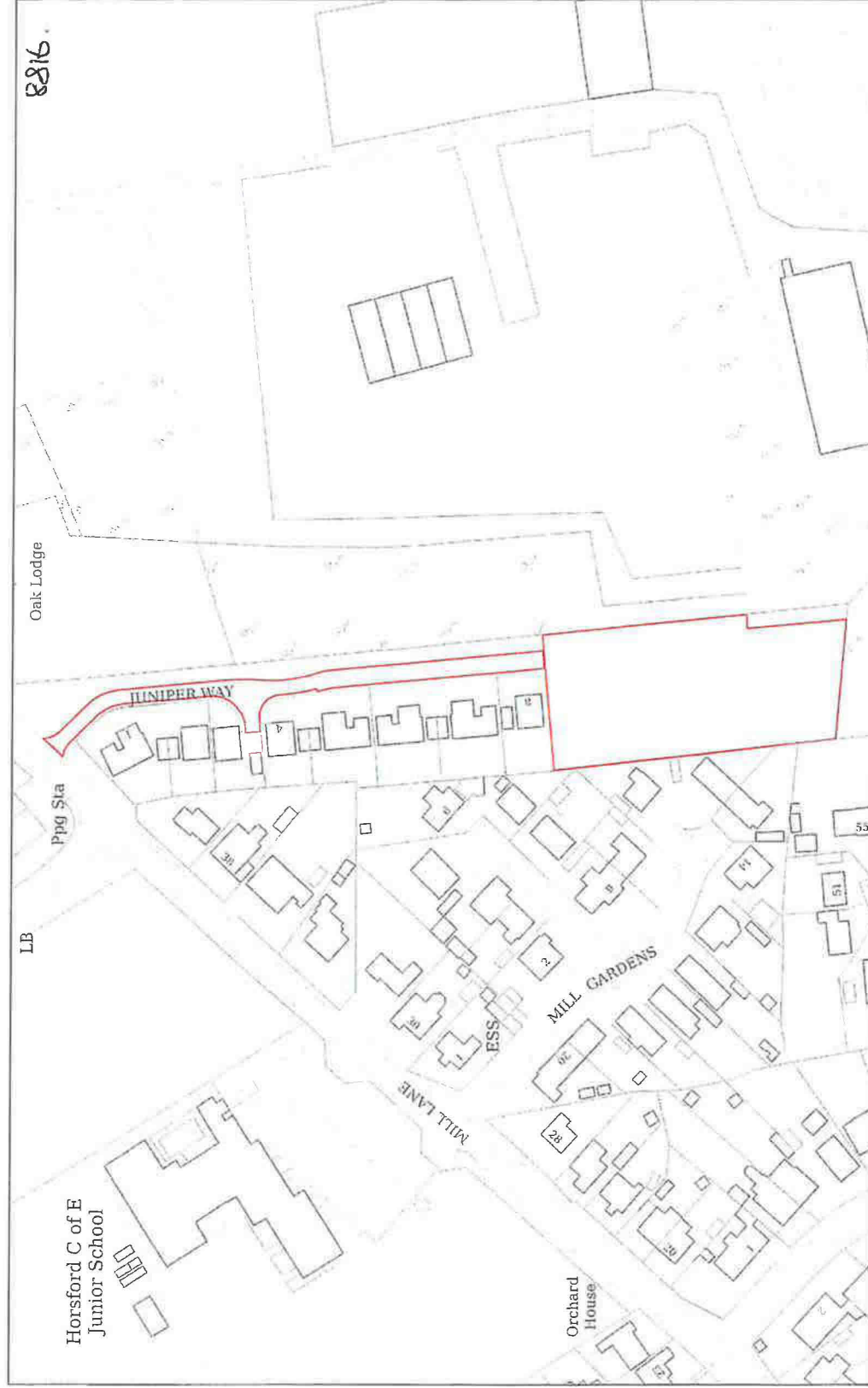
Site Address: Easting: 619348 Northing: 316763

Date Produced: 19-Dec-2024

Scale: 1:1250 @A3



Deputy Monitoring Officer
Linda Mockford.



Planning Portal Reference: PP-13641750v1



" PLAN 2 "