

Dated

23 JULY

2026

Broadland District Council

and



-and-

Barclays Security Trustee Limited

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

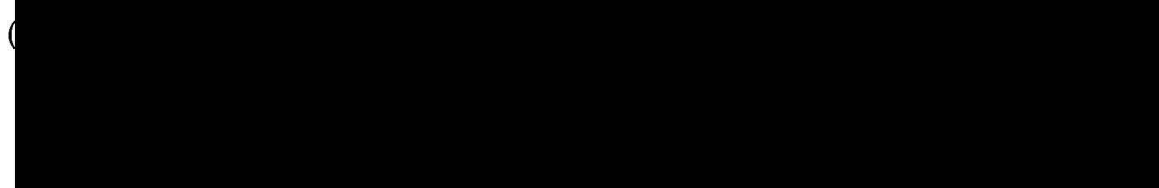
relating to land on
the east side of Church Lane, Wood Dalling
and land on
the north side of Kerdy Green Lane, Wood Dalling, Norwich
(Manor Farm Partnership)

nplaw
Public Sector Legal Expertise

THIS DEED is dated 23RD day of JULY 2026

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of The Horizon Centre, Peachman Way, Broadland Business Park, Norwich, NR7 8W5 (referred to as the "Council")



capacity as trustees of the Salle Park Settlement established by a Trust Deed dated 3 November 1987 (together referred to as the "Trustees" with the trust being referred to as the "Salle Park Settlement")

- (3) **BARCLAYS SECURITY TRUSTEE LIMITED** (Co. Regn. No.10825314) of Business Lending Services, PO Box 16276, Birmingham B2 2XE (referred to as the "Mortgagee")

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) The Trustees own the freehold of the Site which is registered at HM Land Registry (among other land) under title numbers NK127757, NK130081, NK326417, NK326585, and NK326463 and are held free from encumbrances other than the matters referred to below.
- (C) Natural England has advised that the Ramsar Site is currently in an unfavourable condition owing to the effect of high levels of phosphorus and nitrogen in the environment arising from human activities including cereal cropping and dairy farming.
- (D) Pursuant to its statutory duty under Regulation 63 of The Conservation of Habitats and Species Regulations 2017, the Council may not approve any new phosphorus and nitrogen generating development within the Catchment Area unless it can be certain (following an appropriate assessment) that the phosphorus and nitrogen load from such development will not have a likely significant adverse impact on the integrity of the Ramsar Site. Such a development can demonstrate that it will have no adverse impact on the integrity of the Ramsar Site by achieving nutrient neutrality through off-setting measures on other sites.
- (E) The Parties have agreed to enter into this Deed in order to regulate the use of the Site to secure the cessation of the Prohibited Uses, the subsequent management of the Site in accordance with the Approved Management Plan, and to permit the mitigation generated for use towards mitigating Adverse Effects of the Cringleford Development
- (F) The Mortgagee has a charge over the part the Site registered at HM Land Registry under title number NK326585.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended
Index Linked	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 the payment equivalent to any change during the index period in the RICS Building Cost Information Service All In Tender (or if such index ceases to be published, another index notified to the Trustees by the Nominated Officer)
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Trustees
Plan 1	The plan attached to this Deed marked "Figure ref.: 01"
Plan 2	The plan attached to this Deed marked "Figure ref.: 02"
Plans	Together Plan 1 and Plan 2
Site	The land on the east side of Church Lane, Wood Dalling and land on the north side of Kerdy Green Lane, Wood Dalling, Norwich and registered at HM Land Registry (among other land) under title numbers NK127757, NK130081, NK326417, NK326585, and NK326463 shown edged black on the Plans
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 they adhere to all reasonable health and safety requirements.
- 2.8. This Deed shall come into effect immediately upon being dated.

3. COVENANTS

- 3.1. The Trustees 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 Trustees to comply with their respective requirements contained in this Deed.

4. OTHER PROVISIONS

- 4.1. No person will be liable for any breach of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest).
- 4.2. The Trustees 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 (other than the Mortgagee) with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 4.3. On completion the Trustees will pay the Council's reasonable legal costs in connection with this Deed.
- 4.4. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 4.5. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 4.6. 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.

- 4.7. This Deed is registrable as a local land charge by the Council.
- 4.8. Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Trustees, cancel all relevant entries contained in the Register of Local Land Charges.
- 4.9. An agreement, approval, consent or expression of satisfaction required by the Trustees from the Council under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.
- 4.10. The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.
- 4.11. 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.
- 4.12. All parties to this Deed acknowledge and agree that in the negotiation and completion of this Deed the Trustees are entering into this Deed in their capacity as the Trustees of the Salle Park Settlement and Trustees' liability shall be limited to the extent of the assets of the Salle Park Settlement (and for the avoidance of doubt the Trustees shall have no personal liability) in their respective hands from time to time PROVIDED THAT the obligations shall continue to bind successors in title to the Trustees of the Salle Park Settlement unless those successors in title are also Trustees of the Salle Park Settlement in which case this clause 4.12 shall continue to apply.

5. DISPUTES

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

6. NOTIFICATIONS

- 6.1. 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.
- 6.2. The Trustees will notify the Nominated Officer in writing of the relevant
 - 6.2.1. anticipated Triggers seven days in advance of each anticipated date,

- 6.2.2. actual Triggers within seven days of each actual date.
- 6.3. If the Trustees 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 owner and sufficient details to identify the Site or part of the Site.

7. MORTGAGEE CONSENT

The Mortgagee consents to this Deed so that its interest in the Site is bound by the obligations contained in this Deed and agrees that its security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Site (for the avoidance of doubt any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed).

8. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all such counterparts taken together shall constitute one and the same Deed.

9. JURISDICTION

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

SCHEDULE 1

Nutrient Credits

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

Adverse Effect	Adverse effects to the Catchment Area and or Ramsar Site arising from an increase in nitrogen and or phosphorus load
Approved Management Plan	A plan for the implementation of the Prohibited Uses and the management and maintenance of the Site , attached to this Deed at Appendix 1, which may be revised from time to time subject to the Nominated Officer's written approval (at its absolute discretion)
Catchment Area	The fluvial catchment area upstream of the Ramsar Site that is on the same hydrological pathway as the Site
Cringleford Development	The development of land under planning application 2024/3836 for 386 dwellings (Full) and 20 dwelling (outline) use Class C3 including affordable housing, access, car parking, new areas of open space, landscaping, infrastructure and associated works, to be determined by South Norfolk District Council
Mitigation Period	The period between 1 October 2026 to 1 April 2030 (inclusive)
Monitoring Fee	The sum of £2,000 (two thousand pounds) Index Linked
Monitoring Report	A report prepared by the Trustees demonstrating how they have complied with their obligations in this Deed and the Approved Management Plan in respect of the operation, management and use of the Site
Prohibited Uses	(a) the cessation of the application of fertilisers and/or spreading of manures to the land and the cessation of livestock grazing in accordance with the Approved Management Plan; or (b) any other use of the Site that will result in a nutrient burden greater than that which would result from the Site in accordance with (a) above
Ramsar Site	The Broadland Ramsar, Broadland SPA, The Broads

Part 1
Mitigation Land and Management Plan

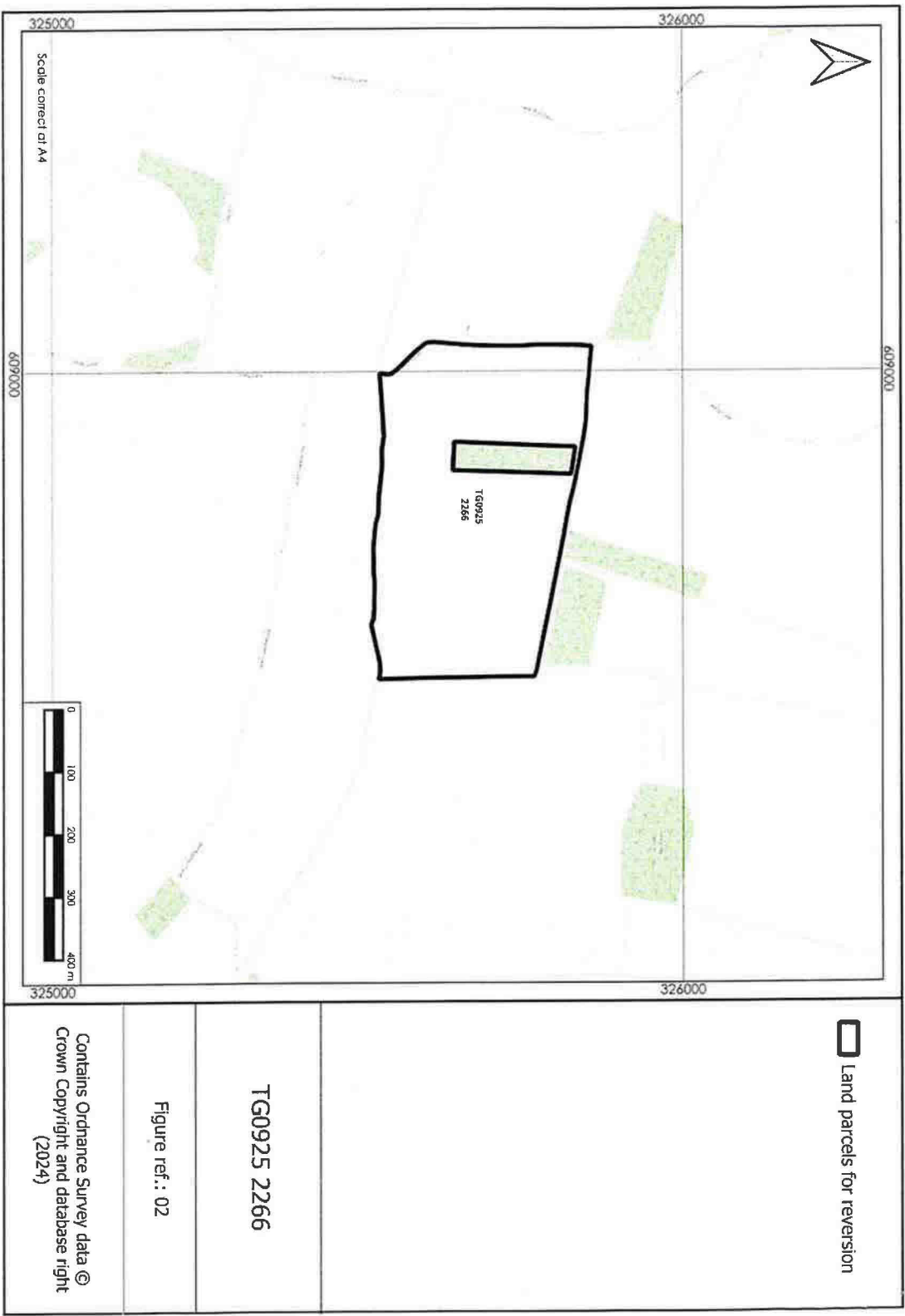
1. The Parties agree that the cessation of the Prohibited Uses of the Site shall generate a total of 22.56 kg TP/yr and 592.49 kg TN/yr of mitigation for use towards mitigating Adverse Effects of the Cringleford Development.
2. The Trustees covenant with the Council so as to bind the Site as follows:
 - 2.1. Prior to the commencement of the Mitigation Period, to not do anything on the Site which would prejudice or otherwise reduce the level of phosphorous and or nitrogen mitigation that would be generated by the cessation of Prohibited Uses of the Site.
 - 2.2. For the duration of the Mitigation Period, to:
 - 2.2.1. not use the Site for any Prohibited Use;
 - 2.2.2. implement the Approved Management Plan;
 - 2.2.3. manage and maintain the Site in accordance with the Approved Management Plan;
 - 2.2.4. not cause or permit anything to be done on the Site which is not in accordance with the Approved Management Plan; and
 - 2.2.5. prepare and submit Monitoring Reports to the Nominated Officer in accordance with the timescales set out in paragraph 3.1 below

Part 2
Monitoring

3. The Trustees covenant with the Council so as to bind the Site as follows:
 - 3.1. On the first day of April of each calendar year of the Mitigation Period to submit to the Nominated Officer a Monitoring Report in accordance with the monitoring requirements set out in Approved Management Plan.
 - 3.2. To pay to the Council a Monitoring Fee (Index Linked) on the date of this Deed and thereafter on the submission of each Monitoring Report in respect of the Council's duties and reasonable costs of monitoring performance of the ongoing obligations owed to it in this Deed and the Approved Management Plan.

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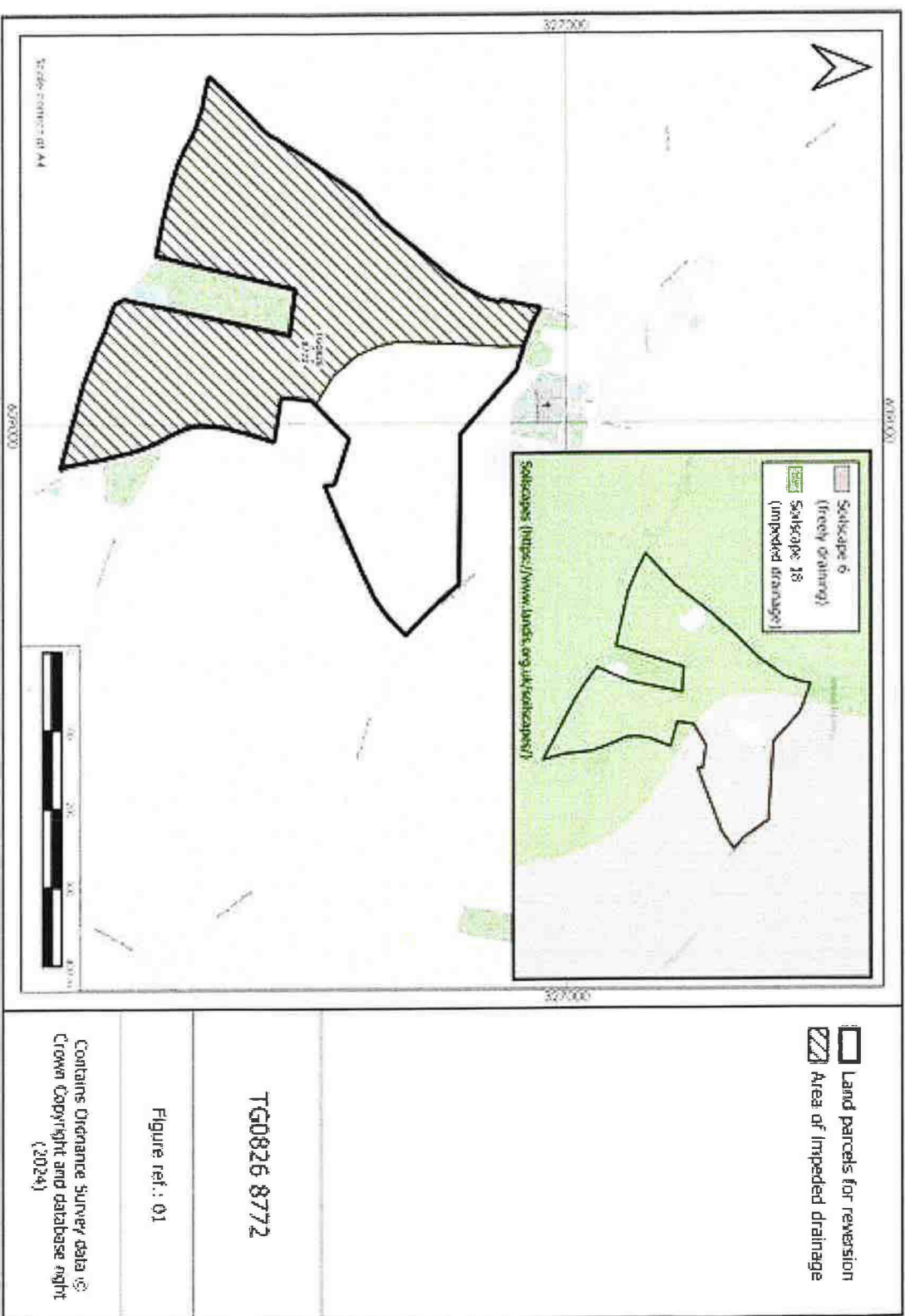
cuirte
Deputy Monitoring Officer
clare white



Appendix 2 – Approved Management Plan

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Appendix LRA/560/A1 - Field Maps



Deputy Monitoring Officer
Oliver White

Appendix 1 – The Plans

Management Plan Manor Farm Partnership

The legal obligation associated with land reversion involves cessation of the application of fertilisers and/or spreading of manures to the land for the duration of the agreement, as well as cessation of livestock grazing where applicable.

Method of cessation

The land identified in the scheme will be removed from agricultural production i.e. no application of fertilisers.

Howards Barn will be harvested in July 2026 and would then be available to drill after that. Carrefour will be harvested in September/October 2026 and could be planted then or wait until the following spring. This will be dependant on conditions. Following the 2026 Harvest both fields will be removed from production and therefore will not receive any fertiliser (inorganic or organic).

Once harvest is complete, it is proposed to seed Howards Barn and Carfour with wild birdseed mix as this does not require any nutrient inputs once sown. The aim of this is to enhance biodiversity and support wildlife, whilst the fields are removed from production. The mix is likely to contain a mixture of linseed, white mustard, oil radish, phacelia, sorghum and buckwheat. Dependent on the mix these will be reseeded annually or every other year.

The reversion of Carfour and Howard's Barn fields will generate a total of 22.56 kg TP/yr and 592.49 kg TN/yr of mitigation for use in the River Wensum and River Yare catchment. The timing of the harvests means any development relying on these credits can commence occupation from 1st September 2026 with all credit available for use by 1st October 2026. There would not have been any application of Nitrogen/Phosphorus since May.

Applicable period of the management and monitoring plan

This management plan for each parcel allocation comes into effect on the date of a counter-signed s106 agreement and allocation of each phase pertaining to nutrient neutrality mitigation at Manor Farm Partnership and will remain in force until March 2030 for this temporary land reversion.

Monitoring regime – Temporary

A monitoring report will be supplied to Broadland Council every year for the full term that this scheme is in place (until 31st March 2030) by Manor Farm Partnership.

A landowner declaration will be submitted with accompanying photographic evidence to confirm that land classified as 'Greenspace' i.e. land within the Manor Farm Partnership credit scheme has not received any organic manure or inorganic fertiliser and no livestock grazing has taken place.

Broadland Council will review the report and confirm compliance during an annual site inspection. In addition, Broadland can perform site inspections at any time during the term of the Section 106 Agreement with reasonable notice, to confirm compliance.

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

Authorised Signatory:

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

