

Dated 28<sup>th</sup> September 2009

(1) BROADLAND DISTRICT COUNCIL

- AND -

(2) NORFOLK COUNTY COUNCIL

- AND -

(3) DAVID FULLMAN AND GEOFFREY LOADES AND JENNIFER ANNE  
TROTMAN AND DAVID RAIKES STEWART HARRISON

-AND-

(4) OLD CATTON PARISH COUNCIL

AGREEMENT UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990

relating to the development of land  
at Spixworth Road Old Catton Norwich Norfolk

Broadland District Council  
Thorpe Lodge  
1 Yarmouth Road  
Thorpe  
Norwich  
NR7 0DU

FC/dk/BDCCTR-25122  
Created : 06/02/08

THIS AGREEMENT is made the 28<sup>th</sup> day of September 2009  
BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road  
Thorpe St Andrew Norwich Norfolk NR7 0DU (hereinafter called "The  
Council")
2. NORFOLK COUNTY COUNCIL (hereinafter called "The County Council") of  
County Hall Martineau Lane Norwich NR1 2DH
3. DAVID FULLMAN of 115 Somerleyton Gardens Norwich NR2 2BP  
GEOFFREY LOADES of Upland House Main Road Swardston Norwich  
NR14 8AD JENNIFER ANNE TROTMAN of 52 Vicarage Road East Sheen  
London SW14 8RU and DAVID RAIKES STEWART HARRISON care of  
Castle Chambers Opie Street Norwich Norfolk NR1 3DP (hereinafter  
called "the Owners")
4. OLD CATTON PARISH COUNCIL (hereinafter called the "Parish Council") of  
The Pavilion Recreation Ground Church Street Norwich NR6 7DS

# 1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions  
shall have the following meanings:-

"Act" the Town and Country Planning Act 1990 (as  
amended)

"Affordable Housing Units" not less than 40% in total of all Dwellings to be  
erected on the Estate to meet the needs of those  
who cannot afford to rent or buy dwellings  
generally available on the open market to be  
owned and/or managed by a Registered Social  
Landlord and comprising a mix of Affordable  
Rental Units and Shared Ownership Units

"Affordable Rental Units " a single unit of Affordable Housing to be

constructed or provided on the Estate as part of the Development and to be let for a rent upon either a weekly basis or monthly tenancy basis not exceeding housing corporation target rents (or if such targets cease to be set such other measure of affordable rents as the Council shall reasonably determine) and to be let by or on behalf of a Registered Social Landlord in accordance with the Local Lettings Policy

"Application"

the application for outline planning permission dated 2 July 2007 for residential development comprising a maximum of 40 Dwellings and Open Space on the Site and highway and associated site works in accordance with the plans deposited with the Council bearing reference number 20070962

"Car Park"

the area outlined in blue on the Plan for use as a car parking area and to provide 28 car parking spaces

"Development"

the development permitted by the Planning Permission

"Director"

the Council's Strategic Director and Chief Planner (Community Services) or other officers of the Council acting under his hand

"Estate"

that part of the Site shown edged purple on the Plan

"School Contribution"

the sum of £3,253 Index Linked per multi-bed Dwelling to be erected on the Estate and the sum of £1,625 Index Linked per multi-bed flat provided

NOTES  
The copyright of this drawing remains with the architect. It is not to be reproduced without the architect's written consent. All dimensions must be in metric (m, mm). Do not scale from this drawing for construction purposes.

*Chief*  
**CHIEF EXECUTIVE**

BROWN and CO  
OLD BANK OF ENGLAND COURT  
QUEENS STREET  
NORWICH

TRUSTEES OF GAHAMANT  
DECEASED  
PROPOSED RESIDENTIAL  
DEVELOPMENT  
SPURWORTH ROAD  
OLD CATTON  
NORFOLK

INDICATIVE SITE LAYOUT  
(REVISED)

Date: sept 2007 *ppw*

04.2100.03  
AB



*DR/19*  
*Senior*  
*TW/19*

MATERIALS AND CONSTRUCTION  
NOTES  
THESE MATERIALS AND CONSTRUCTION NOTES ARE TO BE USED IN CONJUNCTION WITH THE DRAWINGS AND ANY OTHER INFORMATION PROVIDED BY THE ARCHITECT. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE SELECTION OF MATERIALS OR CONSTRUCTION METHODS. THE SELECTION OF MATERIALS AND CONSTRUCTION METHODS IS THE RESPONSIBILITY OF THE CLIENT AND THE CONTRACTOR.

**RESIDENTIAL DEVELOPMENT**  
SITE AREA  
1.31 HECTARES  
DWELLINGS  
40 no total  
DENSITY  
30.53 dwellings per hectare.

**AFFORDABLE HOUSING**  
40%  
16 no  
plot nos. 4-9, 17, 18, 31-35, 38-40

**ONE PLACE**  
AREA OF ONE PLACE, RELATIVE TO THE ROAD, IS SHOWN IN THE DRAWING. THE ONE PLACE IS TO BE USED FOR THE PURPOSES OF THE ROAD. THE ONE PLACE IS TO BE USED FOR THE PURPOSES OF THE ROAD. THE ONE PLACE IS TO BE USED FOR THE PURPOSES OF THE ROAD.

**NEW JUNCTION OFF SPURWORTH ROAD**  
9.00m junction road  
50.00 x 50.00 x 2.40 visibility splay  
provide access to the junction  
commencement of 20mph zone and  
allow for safe crossing of existing  
cycleway  
ALL TO THE APPROVAL NCC HIGHWAYS

that upon receipt of such evidence as the County Council sees fit confirming that a child of the first occupier of such a dwelling or flat is already attending a local authority school within the catchment area and did not leave a vacant house within the catchment area no payment shall be required for that dwelling or flat (and any such payment previously made shall be refunded) SAVE THAT this provision shall not apply if the first occupier of such dwelling moved from Bed and Breakfast or Shared Hostel accommodation

"Index Linked"

means that any sum payable under the terms of this Deed which is expressed to be Index Linked shall be increased or decreased from 12 March 2008 until the date of payment in proportion to the increase or decrease in the Royal Institution of Chartered Surveyors Building Cost Information Service All In Tender Index (or if such index ceases to be published such other index as the County Council shall reasonably determine)

"Inflation Provision"

the increase (if any) in the Department for Business Enterprise and Regulatory Reform Output Price Index for Public Works between 30<sup>th</sup> September 2006 and the date upon which a payment of the Open Space Contribution is made pursuant to this Agreement

"Library Contribution"

the sum of £50 per Dwelling such sum to be Index Linked

"Open Space"

the area outlined in yellow on the Plan for use as Open Space

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Open Space Contribution"    | the contribution of the sum calculated in accordance with the formula set out in Schedule 6 of this Agreement for the future provision and maintenance of Open Space in the Parish of Old Catton such sum to be subject to the Inflation Provision                                                                                                                                                                                                                                                               |
| "Open Market Dwellings"      | dwellings erected or provided on the Estate as part of the Development other than for the provision of Affordable Housing                                                                                                                                                                                                                                                                                                                                                                                        |
| "the Plan"                   | the plan annexed to this Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| "Planning Permission"        | the planning permission to be granted pursuant to the Application                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Qualifying Occupiers"       | in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) |
| "Registered Social Landlord" | a registered social landlord in the register kept by the Housing Corporation under Part 1 of the Housing Act 1996 (or any statutory re-enactment or modification thereof) as approved by the Council                                                                                                                                                                                                                                                                                                             |
| "Shared Ownership Dwellings" | Affordable Housing Units to be let on a Shared                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Ownership Lease to be provided on the Estate as part of the Development

"Shared Ownership Lease" a lease of a Shared Ownership Dwelling which lease shall include arrangements enabling the lessee to acquire up to 50% (fifty per cent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and shall allow a rent to be charged on the remainder of the equitable interest such rent not to exceed Homes and Communities Agency target rents (or if such targets cease to be set such other measures of affordable rents as the Council shall reasonably determine) and in any event to be not higher than an annual sum calculated at 2.75% of the value of the equity retained by the Registered Social Landlord at the date of the grant of the Shared Ownership Lease

"Site" the land at Spixworth Road Old Catton Norwich shown for the purposes of identification only edged red on the Plan

"Dwelling" means any residential dwelling (comprising a bungalow, flat, maisonette or house) approved pursuant to the Planning Permission

In this Agreement unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party
- (ii) references to clauses and schedules are references to clauses in and schedules to this Agreement

- (iii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- (iv) headings in this Agreement shall not form part of or affect its construction

W H E R E A S:

- A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated and the County Council is the relevant Highway Authority and is also a Local Planning Authority for the purposes of the Act
- B. The Owners are the freehold owners of that part of the Site which is registered at the Land Registry under Title Number NK356089 free from incumbrances
- C. The Owners submitted the Application and the Council has resolved to grant the Planning Permission subject to the entering into of this Agreement

2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The obligations of the Owners hereunder are planning obligations enforceable by the Council and the County Council and the Parish Council against the Owners and their successors in title and assigns
- 2.3 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn or the Planning Permission shall expire without having been implemented

2.4 This Agreement shall be registered as a charge in the Council's Register of Local Land Charges

2.5 In the event that this Agreement comes to an end the Council if so requested by the Owners will execute a deed of release (or partial release) from the relevant provisions of this Agreement and procure that a note thereof shall be registered on the Council's Register of Local Land Charges

### 3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

#### 3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council or the County Council in the exercise of their functions as Local Planning Authority and Highway Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council or the County Council were not a party to this Agreement

#### 3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

#### 3.3 No Waiver

No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Owners in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the

covenants or from acting upon any subsequent breach or default in respect thereof

3.4 No party shall be liable under this Agreement for any breach of the covenants contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting of any person's interest in the Site or any part thereof in respect of which any such breach has taken place PROVIDED THAT the reservation of any rights or the inclusion of any covenants or restrictions in the transfers referred to in Schedules 4 and 5 shall not constitute an interest in the Site or any part of the Site for the purposes of this clause 3.4

3.5 Save as expressly provided in this Agreement the County Council shall not be liable to any person under this Agreement after that person has parted with all interest in the Site but without prejudice to any liability arising prior thereto

#### 4. NOTICES

4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter

4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

|                   |                                                                                                                                       |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| 4.2.1 The Council | The Strategic Director and Chief Planner (Community Services)<br>Thorpe Lodge<br>Yarmouth Road<br>Thorpe St Andrew<br>Norwich NR7 0DU |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------|

|                  |                                                                                            |
|------------------|--------------------------------------------------------------------------------------------|
| 4.2.2 The Owners | David Raikes Stewart Harrison<br>care of Castle Chambers<br>Opie Street<br>Norwich NR1 3DP |
|------------------|--------------------------------------------------------------------------------------------|

|                           |                            |
|---------------------------|----------------------------|
| 4.2.3. The County Council | Head of Law<br>County Hall |
|---------------------------|----------------------------|

Martineau Lane  
Norwich  
NR1 2DH

4.2.4 The Parish Council  
Parish Clerk  
The Pavilion  
Recreation Ground  
Church Street  
Norwich  
Norfolk  
NR6 7DS

4.3 Any notice or other written communication to be given by the Council or County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council or County Council by a duly authorised officer

## 5. THIRD PARTIES

5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

## 6. COSTS

6.1 The Owners shall on completion of this Agreement pay the Council's and the County Council's legal costs incurred in the preparation negotiation and completion of this Agreement

## 7. PAYMENT OF INTEREST

7.1 The Owners shall pay interest at the rate of 4% above Barclays Bank Plc base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date the money is received

## 8. VAT

- 8.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable
- 8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

## 9. JURISDICTION

- 9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales

## 10. COMPENSATION

- 10.1 The Owner agrees that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of the Agreement are hereby waived

## 11. TITLE WARRANTY

- 11.1 The Owners hereby warrant that they are the freehold owners of that part of the Site which is registered at the Land Registry under title number NK356089 ("the Registered Land") and have full power to enter in to this Agreement and that the Registered Land is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Registered Land other than as notified in writing to the Council and the County Council's Head of Law prior to the date hereof

## 12. DISPUTES

- 12.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 12.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
- 12.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person 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 who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 12.4 Nothing in Clauses 12.1 12.2 and 12.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## 13. PLANNING OBLIGATIONS

- 13.1 The Owners hereby covenant with the Council to carry out and comply with the obligations and restrictions set out in Schedules 1, 6, 7 and 8 to this Agreement
- 13.2 The Owners hereby covenant with the County Council to carry out and comply with the obligations and restrictions set out in the Schedules 2 and 3 to this Agreement
- 13.3 The Owners hereby covenant with the Parish Council to carry out and comply with the obligations and restrictions set out in Schedules 4 and 5 to this Agreement
- 13.4 The Owners hereby covenant with the Council and the County Council to notify the Council and the County Council of the reaching of any of the occupational or

completion thresholds contained in this Agreement such notification to be given within 15 working days of reaching such threshold

14. INFLATION PROOFING

- 14.1 It is declared for the avoidance of doubt that the Open Space Contribution shall not be Index Linked but shall be subject to the Inflation Provision

15. COUNCIL COVENANT

- 15.1 The Council covenants with the Owners that if the Council has not applied any part of the Open Space Contribution towards the provision of additional recreational facilities and their subsequent maintenance in the Parish of Old Catton within ten years from the date of receipt of the same to repay to the Owners (here meaning the persons named as the Owner on page 1 of this document but not their successors in title to the Estate) on demand the Open Space Contribution or unexpended part thereof with interest at the base lending rate of Barclays Bank plc from the date of receipt until the date of payment

**SCHEDULE 1**

1. AFFORDABLE HOUSING

- 1.1 Not to commence development of the Estate pursuant to the Planning Permission until a scheme for the provision with a timetable for the implementation of that provision and long-term management of the Affordable Housing Units has been submitted to and approved by the Director ("the Affordable Housing Scheme") which Scheme for the avoidance of doubt shall deal with and include the location of the Affordable Housing Units within the Estate and upon approval such Scheme shall be deemed to be incorporated into the provisions of this Agreement
- 1.2 Not more than 30% (thirty per cent) of the Open Market Dwellings shall be occupied unless and until either

- 1.2.1 the land on which the Affordable Housing Units are to be provided has been transferred to a Registered Social Landlord together with all rights service installations and access up to at least the boundary of the Affordable Housing Land so as to be available in all respects for the provision of Affordable Housing or
  - 1.2.2 the Owners have entered into a contract with a Registered Social Landlord for the provision of Affordable Housing as part of the Development
- 1.3 Not to use or permit the Affordable Housing Units to be occupied for any purpose other than as Affordable Rental Units and/or Shared Ownership Units
- 1.4 Units of Affordable Housing shall not be occupied other than by Qualifying Occupiers
- 1.5 Except where this would be inconsistent with the intention of this Agreement the Owners shall not dispose of their interest in the freehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to a Registered Social Landlord PROVIDED THAT a transfer to a third party who or which is not a Registered Social Landlord shall be permitted so long as at the date of such transfer no Affordable Housing Units have been constructed on the Estate
- 1.6 Paragraphs 1.2 1.3 and 1.4 above shall not be binding upon any mortgagee in possession of the Affordable Housing Units or part thereof nor any receiver or manager (including an administrative receiver) for such mortgagee and shall cease to apply to any of the Affordable Housing Units where the Owner shall be required to dispose of such Units pursuant to a right to buy under Part 5 of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable
- 1.7 Units of Affordable Housing shall be dispersed across the Estate amongst the Units of Open Market Dwellings

## **SCHEDULE 2**

### **2. SCHOOL CONTRIBUTION**

- 2.1 The School Contribution shall be paid to the County Council in its capacity as Education Authority prior to the occupation of 30% of all Dwellings erected on the Estate

## **SCHEDULE 3**

### **3. LIBRARY CONTRIBUTION**

- 3.1 The Library Contribution shall be paid prior to occupation of 25% of all Dwellings erected on the Estate

## **SCHEDULE 4**

### **4. TRANSFER OF OPEN SPACE AND ASSOCIATED PROVISIONS RELATING TO THE PARISH COUNCIL**

- 4.1 Completion of the transfer of the Open Space required by this Agreement to the Parish Council shall take place not later than one calendar month from the completion of this Agreement and on completion of the said transfer the Owners shall pay the sum of £25,000 immediately direct to the Parish Council for the purpose of assisting with funding the project by the Parish Council to lay out the Open Space as playing fields
- 4.2 The Open Space shall be transferred with limited title guarantee and with vacant possession
- 4.3 The transfer shall not contain the grant of any rights and easements over the Estate but shall reserve the following rights over the land hatched in green and cross-hatched in green on the Plan for the benefit of the Estate:-

- (i) the right to place soil on the land hatched and cross-hatched in green on the Plan during the period when archaeological excavations are being undertaken on the Estate and
- (ii) the right to lay and install soakaways surface water drains and associated pipework in under or on the land hatched in green on the Plan
- (iii) the right to enter on the land hatched in green on the Plan after giving reasonable notice at all reasonable times (except in the case of emergency) so far as may be necessary for the purposes of constructing building inspecting cleaning maintaining repairing and renewing roads footpaths buildings foundations walls fences and other boundary structures on the Estate and service pipes and cables and other conducting media to be installed in on or under the Estate causing as little damage as possible and making good to the reasonable satisfaction of the Parish Council any damage caused

4.4 The transfer will if so required by the Owners contain a covenant by the Parish Council restricting the use of the land transferred to the purpose for which it is transferred and for no other use whatsoever except in the case of open space land as defined in the Open Spaces Act 1906 where the transfer will contain an agreement and declaration that such open space land shall be maintained as open spaces under the provisions of the Open Spaces Act 1906

4.5 The standard conditions of sale (4<sup>th</sup> edition) shall apply to any transfer under the provisions of this Schedule 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 Agreement

4.6 The Owners shall pay to the Parish Council on completion of the Transfer referred to in paragraph 4.1 above the amount of the Parish Council's reasonable legal costs incurred in connection with such Transfer or a maximum contribution of £500 plus VAT (whichever is the lower)

## **SCHEDULE 5**

5. BENEFICIAL PROVISIONS FOR THE PARISH COUNCIL RELATING TO THE CAR PARK

- 5.1 To transfer the freehold interest in the Car Park to the Parish Council within a period of one calendar month from the date on which the works referred to in this Schedule 5 have been completed and the Parish Council has given a written certificate to this effect and the said land shall be transferred with limited title guarantee and with vacant possession.
- 5.2 The Deed of Transfer relating to the transfer of the land to the Parish Council shall contain the following:-
- (i) the grant for the benefit of the Car Park of a right of way with or without vehicles over such part of the new estate road as is hatched in brown on the Plan and
  - (ii) the reservation for the benefit of the Estate the right to install surface water drains soakaways and associated pipework in or under the Car Park and a right to free and uninterrupted use of the same
- 5.3 The transfer will be completed in accordance with the standard conditions of sale (4<sup>th</sup> Edition) which shall be deemed to apply to any transfer under the provisions of this Schedule so far as they are applicable to the sale by private treaty and are not varied by or inconsistent with the express terms of this Agreement.
- 5.4 Not to cause nor permit the erection of any Dwelling on the Estate until (i) a link for vehicles has been constructed to the reasonable satisfaction of the Council on the area of land shown edged in orange on the Plan from the Car Park to the existing car parking area shown hatched lime green on the Plan and (ii) to carry out all works required for securing the closure of the vehicular access at the point shown coloured purple on the Plan to the existing car parking area have been duly completed PROVIDED THAT the above works shall be completed in accordance with the Planning Permission
- 5.5 The Parish Council agree to allow works required for the closure of the vehicular access to the existing car park and the provision of the vehicular link between the existing and proposed car parking areas being carried out on land owned by the Parish Council before the vehicular access to the new car park is brought into use

- 5.6 Not to cause nor permit any of the Dwellings erected on the Estate to be occupied until the freehold title to the Car Park has been transferred to the Parish Council with vacant possession and with freehold interest and with limited title guarantee
- 5.7 The transfer of the Car Park will if so required by the Owners contain a covenant by the Parish Council restricting the use of the land transferred to the purpose of a car park and for no other use whatsoever

#### SCHEDULE 6

6. COMMUTED SUM FOR OFF-SITE OPEN SPACE PROVISION AND MAINTENANCE
- 6.1 Not to commence construction of any Dwellings on the Estate until the Open Space Maintenance Contribution as increased by the Inflation Provision has first been paid to the Council as a financial contribution for open space provision and maintenance in accordance with the quantum calculated in accordance with the following provisions in this Schedule
- 6.2 The Open Space Contribution referred to in this Schedule shall be calculated by reference to the schedule set out below

| Size of Dwelling |        |
|------------------|--------|
|                  |        |
| 1-bed            | £1,851 |
| 2-bed            | £2,469 |
| 3-bed            | £3,086 |
| 4-bed            | £3,703 |
| 5-bed            | £4,320 |

## SCHEDULE 7

7. Prior to the commencement of any works on the Estate in association with the implementation of the Planning Permission the Owners shall submit to the Council for approval a scheme for the future repair, replacement and ongoing maintenance of the surface water drainage scheme for the Development. No work to implement the Development shall commence until the scheme has been approved in writing by the Council such approval to be not unreasonably withheld or delayed

## SCHEDULE 8

Save as agreed by the Council not to use the Open Space Land or permit the use of the Open Space Land other than as open space under the provisions of the Open Spaces Act 1906

EXECUTED by the parties hereto as a deed on the date written above

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



6192

*C. H. A.*  
**CHIEF EXECUTIVE**  
~~Head of Corporate Services~~  
~~and Monitoring Officer~~

THE COMMON SEAL of )  
NORFOLK COUNTY COUNCIL )  
was hereunto affixed )  
in the presence of )

**authorised to sign**  
**on behalf of:**  
Head of Law

*Paroley*



THE COMMON SEAL of )  
OLD CATTON PARISH COUNCIL )  
was hereunto affixed )  
in the presence of )

Chairman

DAVID THOMPSON

Clerk to the Council

SALLY BARBER

SIGNED AND DELIVERED as a )  
DEED by the said DAVID FULLMAN in )  
the presence of )

Witness Signature

Witness Name

Witness Address

Witness Occupation

SIGNED AND DELIVERED as a )  
DEED by the said GEOFFREY LOADES )  
in the presence of )

Witness Signature

Witness Name

Witness Address

Witness Occupation

SIGNED AND DELIVERED as a )  
DEED by the said JENNIFER ANN )  
TROTMAN in the presence of )

Witness Signature

Witness Name

Witness Address

Witness Occupation

SIGNED AND DELIVERED as a  
DEED by the said DAVID RAIKES  
STEWART HARRISON in the presence  
of

)  
)  
)  
)



Witness Signature ..... P. E. G. G. G. G.

Witness Name ..... as above

Witness Address .....

Witness Occupation ..... Solicitor