

DATED

23rd May

2011

BROADLAND DISTRICT COUNCIL

- AND -

NORFOLK COUNTY COUNCIL

- AND -

PETER WILLOUGHBY FURNIVALL

- AND -

ANDREW EDWARD BUXTON

- AND -

RICHARD EUSTACE THOMAS GURNEY

- AND -

GEORGE BELL

AND -

PERSIMMON HOMES LIMITED

- AND -

TAYLOR WIMPEY UK LIMITED

- AND -

HOPKINS HOMES LIMITED

-AND-

BARCLAYS BANK PLC

**AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990**
relating to the development of land
at White House Farm, Blue Boar Lane, Sprowston, Norfolk

THIS AGREEMENT is made the 23rd day of May 2011
BETWEEN:

1. **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU ("the District Council")
2. **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich NR1 2DH ("the County Council")
3. **PETER WILLOUGHBY FURNIVALL** of 1 St James Court Whitefriars Norwich Norfolk NR3 1RU;

ANDREW EDWARD BUXTON of Hoveton Hall Hoveton Hall Estate Hoveton Norwich Norfolk NR12 8RJ;

RICHARD EUSTACE THOMAS GURNEY of Heggatt Hall Horstead Norwich Norfolk NR12 7AY; and

GEORGE BELL of Scarrow Beck Farm, Erpingham, NR11 7QU as trustees of the Richard Gurney Children's Settlement (together "the Owners")

4. **PERSIMMON HOMES LIMITED** whose registered office is at Persimmon House, Fulford, York, YO19 4FE Company No. 04108747 ("Persimmon")
5. **TAYLOR WIMPEY UK LIMITED** whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR Company No. 1392762 ("Taylor Wimpey")
6. **HOPKINS HOMES LIMITED** whose registered office is at Melton Park House, Melton, Woodbridge, Suffolk IP12 1TJ Company No. 02875798 ("Hopkins Homes")
7. **BARCLAYS BANK PLC** whose office is at Barclay Loan Servicing Centre PO Box 299 B1 3PF Company No. 1026167 ("the Mortgagee").

AND in this Agreement reference to "the Consortium" shall be construed as a reference to the parties of the 4th 5th and 6th parts acting together.

W H E R E A S:

- A. The District Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and the County Council is the relevant Highway Authority, Transport Authority, Education Authority, Library Service Provider and Fire Authority and is also a Local Planning Authority for the purposes of the Act.
- B. The Owners are the Registered Proprietors with title absolute of the Land under Title Nos NK279550, NK325367, NK293774 and NK92408 subject as referred to in the Registers of such titles and subject also in respect of title no. NK279550 to a registered charge dated 1st March 2005 in favour of the Mortgagee.
- C. The Consortium has the benefit of option agreements to purchase the Land.

- D. The Consortium has submitted the Application and the District Council has resolved to grant the Planning Permission, subject to the completion of this Agreement.

1 INTERPRETATION AND DEFINITIONS

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

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

"Adjusted Affordable Housing Provision" means the percentage of Dwellings over 35% (thirty five per cent) but not exceeding 40% (forty per cent) of the total number of Dwellings to be provided in a Development Parcel as Affordable Housing Units and the mix of tenure and dwelling types of the Affordable Housing Units agreed or determined under Schedule 14 (Viability Reassessment) having regard to the Target Affordable Housing Provision;

"Affordable Housing" means housing provided in accordance with the requirements of Schedule 1 which, subject to the provisions of Schedule 1, is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market;

"Affordable Housing Provider" ("AHP") means either:

- (i) a registered provider as defined by S.80 of the Housing and Regeneration Act 2008; or
- (ii) another body whose object is or contains the provision and/or operation of affordable housing and which has been approved by the District Council for the provision and/or operation of affordable housing within the administrative area of Broadland or has otherwise been approved by the District Council for the purposes of this Agreement;

"Affordable Housing Provision" means the provision of 35% (thirty five percent) of the total number of Dwellings to be provided in a Development Parcel as Affordable Housing Units on the Land;

"Affordable Housing Scheme" means a detailed scheme submitted to and approved by the District Council for the provision of Affordable Housing within each Development Parcel which complies with the requirements of Schedule 1 and includes a timetable and programme for its implementation, or such amended or replacement Affordable Housing Scheme as the District Council approves in writing from time to time;

"Affordable Housing Units"	means individual units of accommodation constructed or provided as part of the Development as Affordable Housing;
"Affordable Rental Units "	means Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Scheme and to be let for a rent by or on behalf of an AHP in accordance with the requirements of paragraph 8 of Schedule 1;
"Application"	means the application for outline planning permission dated 07 March 2008 and bearing reference number 20080367 for the residential development of the Land and associated infrastructure and other works;
"Approved Viability Reassessment"	means the Viability Reassessment to be approved by the Independent Assessor in accordance with paragraphs 4 (or 5) of Part 1 of Schedule 14 (or determined in accordance with clause 11);
"Apportioned Viability Reassessment Gain"	means the sum due to the County Council being 50% (fifty per cent) of the Viability Reassessment Gain Index Linked, or such other percentage agreed in accordance with Clause 12.5 of this Agreement;
"Bus Route"	means the construction of a surfaced bus route within the Development along the route coloured blue and yellow on Plan 4, which shall include access to and from the adjoining public highway network and a dedicated access to and from Blue Boar Lane;
"Bus Service"	<p>means a bus service operated on the following basis, or as otherwise agreed between the Owners and the County Council in consultation with the Public Transport Provider:</p> <ol style="list-style-type: none"> 1.1 A minimum 15 minute frequency service between 06:30 and 18:30 Monday to Saturday 1.2 A minimum 30 minute frequency service between 06:30 and 18:30 Sundays and Bank Holidays 1.3 An hourly frequency service between 18:30 and 22:30 each day 1.4 All buses to be DDA Compliant and to be fitted with Busnet tracking equipment), <p>such bus service to be an extension of the existing number 11 bus service or such other route as shall be agreed with the County Council so as to connect the Development with the Norwich city centre;</p>
"Bus Stops"	means bus stops built to a specification approved by the County Council, such bus stops to include any necessary

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HEAD OF CORPORATE SERVICE
& MONITORING OFFICER

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Richard Henry Lee Henry
Andrew Jackson to his wife

for
Gordon
Pete L...



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UNIVERSITY OF SOUTHERN
CALIFORNIA
6580/27/1/1/1/1
UNIVERSITY OF SOUTHERN
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M. Mure
HEAD OF CORPORATE SERVICES
& MONITORING OFFICER



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Richard Arney by his attorney
Andrew Jackson by his attorney
Peter Turner
Ken D

Phase Two



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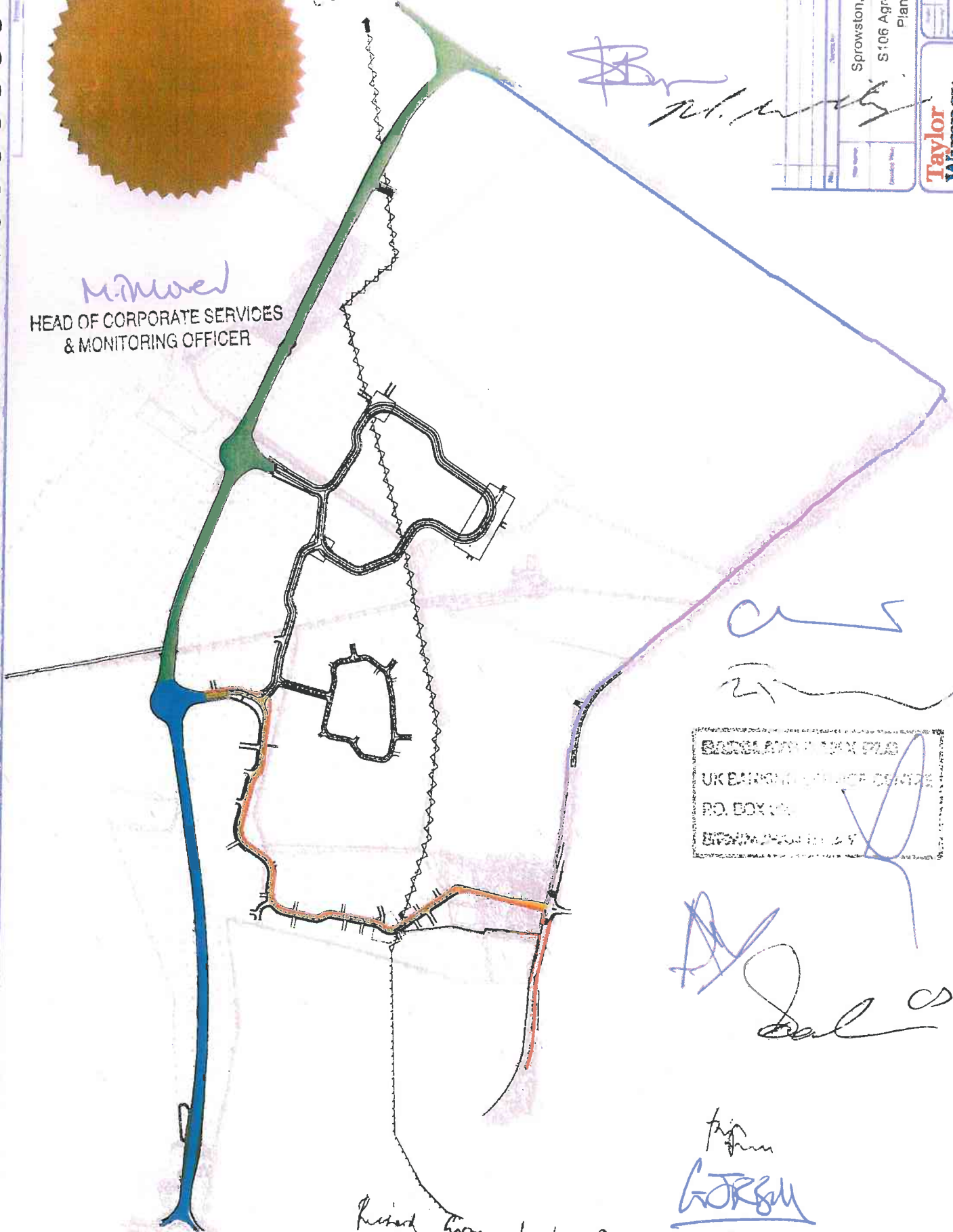
HEAD OF CORPORATE SERVICES
& MONITORING OFFICER

Richard Gray by his Attorney Peter Dando
Andrew Baxter by his Attorney Peter Dando



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M. Moore
HEAD OF CORPORATE SERVICES
& MONITORING OFFICER



[Signature]
M. Moore

Sprawston, Norwich	
S106 Agreement	
Plan 4	
410/SK400	
Taylor Wimpey	

BRISTOL AND GLAXO PLC
UK EMISSIONS CONTROL BOARD
PO. BOX 100
BRISTOL AVON GL1 2Y

[Signature]
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GORSUM

Richard Gurney by his attorney Peter Turner
Andrew Gurney by his attorney Peter Turner

	signs and shelters with realtime passenger information so that each occupied Dwelling is within 400 metres walking distance of a bus stop;
"Code"	means the "Code for Sustainable Homes" published by the Department for Communities and Local Government dated December 2006;
"Community Infrastructure Levy ("CIL")"	means the charge known as the Community Infrastructure Levy introduced by Part 11 of the Planning Act 2008 or any charge, tax or levy introduced as a successor to or as a replacement for that charge;
"Contribution"	means the Further Library Contribution, the Further Primary Education Contribution, the Further Transport Contribution, the Library Contribution, the Open Space Contribution, the Play Area Maintenance Contribution, the Primary Education Contribution, the Primary Education offsite Contribution, the Secondary Education Contribution, the Transport Contribution, the Travel Plan Contribution and the Woodland Maintenance Contribution;
"County Monitoring Charge"	means the sum of £1,200 (one thousand two hundred pounds) Index Linked payable by the Owners to the County Council in accordance with Part 1 of Schedule 11;
"DDA Compliant"	means compliant with the requirements of the Disability Discrimination Act 1995, the Disability Discrimination Act 2005 and the Equality Act 2010;
"Development"	means the development permitted by the Planning Permission;
"Development Parcel"	means part or parts of the Land within a Phase identified for the development of Dwellings on the Implementation Phasing Plan;
"Director"	means the Council's Strategic Director and Chief Planner (Community Services) or other officers of the Council acting under his hand;
"Discounted Market Dwellings"	means Affordable Housing Units to be constructed or provided as part of the Affordable Housing Scheme as Dwellings for sale at a price which is 20% (twenty percent) less than the Open Market Value of such unit, unless the District Council agrees that a lower percentage deduction may be applied to such price taking into consideration inter alia housing prices in the vicinity and the viability of the Development;
"Discounted Market Sale Restriction"	means the restriction to be entered in the Proprietorship Register at the Land Registry in relation to each Discounted Market Dwelling in the following terms (subject to any amendments thereto required by the

Land Registry and agreed between the parties hereto):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponor or the disponent that the provision of paragraph 11.1 of Schedule 1 of an Agreement dated [] containing planning obligations relating to land at White House Farm, Blue Boar Lane, Sprowston, Norfolk between (1) Broadland District Council (2) Norfolk County Council (3) Peter Willoughby Furnivall, Andrew Edward Buxton, Richard Eustace Thomas Gurney and George Bell (4) Persimmon Homes Limited (5) Taylor Wimpey UK Limited (6) Hopkins Homes Limited (6) Barclays Bank PLC have been complied with";

"District Monitoring Charge"

means the sum of £1,550 (one thousand five hundred and fifty pounds) Index Linked payable by the Owners to the District Council in accordance with Part 2 of Schedule 11;

"Dwelling"

means any unit of residential occupation being a self-contained house maisonette bungalow or flat constructed as part of the Development and 'Dwellings' shall be construed accordingly;

"Extended Bus Route"

means the further bus route (as may be varied from time to time in consultation with the County Council) to run throughout the Development having regard to the phasing of the approved Development and so that each occupied Dwelling is within 400 metres of such route;

"Fully Serviced"

means with suitable access to the adopted highway and provided to the boundary of the site with surface water and foul water drainage and gas, water, electricity and telecommunication services of a sufficient capacity for the intended use of the site;

"Further Library Contribution"

means the sum determined by the County Council (if any) as the Further Library Contribution under Schedule 14 (Viability Reassessment), which shall not in any event exceed the Target Library Contribution;

"Further Primary Education Contribution"

means the sum determined by the County Council (if any) under Schedule 14 (Viability Reassessment) as the Further Primary Education Contribution, which shall not in any event exceed the Target Additional Primary Education Contribution;

"Further Transport Contribution"

means the sum determined by the County Council (if any) under Schedule 14 (Viability Reassessment) as the Further Transport Contribution, which in any event shall not exceed the Target Transport Contribution;

"HCA Standards"	means the "Housing Quality Indicators" and "Design & Quality Standards" specified by the Homes and Communities Agency;
"HomeBuy Agent"	means an organisation or company reasonably specified by the District Council to advertise for sale the Discounted Market Dwellings;
"Housing Grant"	means funding as may be available from the Homes and Communities Agency or their successors in relation to the provision of Affordable Housing;
"Implementation"	means the carrying out pursuant to the Planning Permission of a Material Operation and "Implement" and "Implemented" shall be construed accordingly;
"Implementation Phasing Plan"	means a detailed phasing plan for each Phase to be approved by the District Council and identifying the Development Parcels, Infrastructure Phases and Landscaping Phases within the Phase;
"Independent Assessor"	means EC Harris LLP or any other expert recommended by the Homes and Communities Agency or such other body as the District Council and the County Council shall agree between them;
"Index Linked"	means the indexation adjustment to the contributions payable under the various provisions of this Agreement (save for the Open Space Maintenance Contribution and the Woodland Maintenance Contribution and the Play Area Maintenance Contribution) in accordance with the requirements of Clause 15 and 'Indexation' shall be construed accordingly;
"Inflation Provision"	means the increase (if any) in the Department for Business Innovation and Skills (BIS) Output Price Index for Public Works: All Public Works between September 2006 and the date upon which a payment of the Open Space Maintenance Contribution and the Woodland Maintenance Contribution and the Play Area Maintenance Contribution is made pursuant to this Agreement;
"Infrastructure Phase"	means part or parts of the Land within a Phase comprising roads and / or drainage and / or services identified on the Implementation Phasing Plan to be approved by the District Council;
"Intermediate Rental Units"	means Affordable Housing Units to be constructed or provided as part of the Affordable Housing Scheme and to be available for rent at rents 20% (twenty per cent) below Market Rent;
"Land"	means the land shown edged red on Plan 1;

"Landscaping Scheme"	means a scheme, which shall include a programme and timetable for implementation for laying out landscaping seeding planting and turfing each Landscaping Phase including the construction surfacing and provision of all unadopted pedestrian and cycle routes lighting seating litter bins Play Areas Sports Facilities and other similar and appropriate features within the Landscaping Phase together with the future maintenance thereof, or such amended or replacement Landscaping Scheme as the District Council agrees in writing from time to time;
"Landscaping Phase"	means part or parts of the Land within a Phase comprising landscaping of Open Space identified on the Implementation Phasing Plan;
"Lifetime Homes Standards"	means the design criteria for new homes prescribed by The Lifetime Homes Foundation dated February 2008;
"Library Contribution"	means the sum of £73,980 (Seventy three thousand nine hundred and eighty pounds) Index Linked payable by the Owners to the County Council in accordance with Part 1 of Schedule 9;
"Management Company"	means a company or companies established or identified by the Owners for the purposes of managing and maintaining the Open Space and / or such other areas as shall be agreed between the Owners and/or the management company and the District Council;
"Masterplan"	means the illustrative masterplan for the Development annexed as Plan 2 or any replacement thereof which may be approved by the District Council from time to time;
"Market Rent"	means the estimated price or premiums for which a property or space within a property should lease on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction after proper marketing where the parties had acted knowledgeably prudently and without compulsion;
"Material Operation"	means a material operation as defined in Section 56(4) of the Act, save that for the purposes of this Agreement the following shall not constitute a material operation:- <ul style="list-style-type: none"> (a) site clearance (b) demolition of existing buildings (c) archaeological investigation (d) assessment of contamination (e) remedial action in respect of contamination

	(f) the erection of fences or other means of enclosure for site security
	(g) the diversion and laying of services
	(h) the erection of a site compound or site office or other temporary buildings or structures
	(i) arboricultural works and installation of tree protection fencing;
“Net Capacity”	means the statutory method for determining the number of available pupil places at a maintained school as defined by Section 5(1) Education Act 1996;
“Open Market Dwellings”	means Dwellings other than Affordable Housing Units;
“Open Market Value”	means the best price at which the sale of an interest in a Dwelling (other than an Affordable Housing Unit) would have been completed unconditionally for cash consideration on the date of valuation assuming (i) a willing buyer and a willing seller, (ii) any restrictions imposed on a Dwelling by this Agreement are disregarded (iii) there has been a reasonable period to completion within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market (v) both the buyer and the seller acted knowledgeably prudently and without compulsion;
“Open Space”	means part or parts of the Land identified on Plan 2 for that purpose being scrub, grass or landscaped areas to be used as public recreational facilities as well as Play Areas, Sports Facilities and unadopted pedestrian and cycle routes or identified in a Reserved Matters Approval for a Development Parcel which are to be set out or provided in accordance with Schedule 2;
“Open Space Maintenance”	means the maintenance of the Open Space or parts thereof by the District Council or the Management Company;
“Open Space Maintenance Contribution”	means the sum calculated in accordance with Part 5 of Schedule 2 as increased by the Inflation Provision payable (in part or parts) by the Owners to the District Council towards the future costs of the Open Space Maintenance by the District Council;
“Open Space Management Plan”	means a plan for the management and future maintenance of the Open Space (or part thereof) to be approved where paragraph 6.1 of Schedule 2 applies;

"Pedestrian / Cycle Routes"	means the pedestrian and cycle routes to be provided as part of the Development in accordance with the requirements of Schedule 6;
"Phase"	means a phase of the Development identified on the Phasing Plan;
"Phasing Plan"	means the drawing annexed as Plan 3 to this Agreement, or any replacement thereof which may be approved by the District Council from time to time;
"Plan 1"	means the drawing annexed to this Agreement marked 'Plan 1';
"Plan 2"	means the drawing annexed to this Agreement marked 'Plan 2';
"Plan 3"	means the drawing annexed to this Agreement marked 'Plan 3';
"Plan 4"	means the drawing annexed to this Agreement marked 'Plan 4';
"Planning Permission"	means the outline planning permission to be granted pursuant to the Application;
"Play Areas"	means as the context requires, the Local Equipped Area for Play (LEAP) and/or Neighbourhood Equipped Area for Play (NEAP) and/or Local Area of Play (LAP) to be provided as part of the Development in accordance with Part 2 of Schedule 2;
"Play Area Maintenance"	means the maintenance of a Play Area or Play Areas by the District Council or the Management Company;
"Play Area Maintenance Contribution"	means the sum or sums payable by the Owners to the District Council in accordance with Part 4 of Schedule 2 towards the future costs of the Play Area Maintenance by the District Council as increased by the Inflation Provision;
"Primary School"	means a maintained school as defined by section 5 (1) Education Act 1996 to be provided as part of the Development in accordance with the requirements of Part 1A of Schedule 7 to this Agreement;
"Primary School Site"	means a part of the Land of 1.2 hectares in area which may be required for the provision of a Primary School of one form entry capacity in accordance with paragraph 2 of Part 1A of Schedule 7;
"Primary School Extension"	means an extension of the Primary School to increase the Net Capacity as far as the County Council is able depending on the amount of the Further Primary

	Education Contribution up to a one and a half form entry school in accordance with Part 1C of Schedule 7;
"Primary School Extension Site"	means part of the Land of 0.3 hectares in area which may be required for the Primary School Extension in accordance with Schedule 7;
"Primary Education Contribution"	means the sum of £4,339,789 (Four million three hundred and thirty nine thousand seven hundred and eighty nine pounds) Index Linked which may become payable by the Owners to the County Council in accordance with paragraph 6 of Part 1B of Schedule 7;
"Primary Education Offsite Contribution"	means the sum of £3,225,388 (Three million two hundred and twenty five thousand three hundred and eighty eight pounds) Index Linked which may become payable by the Owners to the County Council in accordance with paragraph 7 of Part 1B of Schedule 7;
"Public Transport Provider"	means the operators (and / or their successors in function) of the existing number 11 bus service or successor service operating along Wroxham Road and Blue Boar Lane;
"Qualifying Occupiers"	means 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 District 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) or where such persons have been exhausted any person as nominated by the District Council on the Broadland Housing Register that the AHP owning or managing the Affordable Housing Units on the Land is entitled to house within its rules together with any partner or dependant of any such person;
"Secondary Education Contribution"	means the sum of £2,783,149 (One million seven hundred and eighty three thousand one hundred and forty nine pounds) Index Linked payable by the Owners to the County Council in accordance with Part 2 of Schedule 7;
"Shared Ownership Dwellings"	means Affordable Housing Units to be constructed or provided as part of the Affordable Housing Scheme and to be let on a Shared Ownership Lease;

"Shared Ownership Lease"	means a lease of a Shared Ownership Dwelling granted at a premium whereby up to a maximum of 50% (fifty per cent) on first purchase of the equitable interest in the Shared Ownership Dwelling is acquired by the tenant upon completion of such lease and allows an annual rent to be charged on the remainder of the equitable interest not exceeding 2.75% of the value of such remainder and which lease shall include arrangements enabling the lessee to purchase the freehold of a Shared Ownership Dwelling by instalments at some future date or dates;
"Sports Facilities"	means formal sport provision provided as part or parts of the Open Space in accordance with Part 3 of Schedule 2;
"Targets"	means the Target Affordable Housing Provision, the Target Additional Primary Education Contribution, the Target Library Contribution and the Target Transport Contribution;
"Target Affordable Housing Provision"	means the percentage and mix of tenure and dwelling types of the Affordable Housing Units set out in Part 3 of Schedule 1;
Target Additional Primary Education Contribution"	means the sum of £1,392,014 (One million three hundred and ninety two thousand and fourteen pounds) Index Linked;
Target Library Contribution"	means the sum of £133,020 (One hundred and thirty three thousand and twenty pounds)Index Linked;
"Target Transport Contribution"	means the sum of £ 888,400 (eight hundred and eighty eight thousand and four hundred pounds)Index Linked;
"Traffic Management and Reduction Scheme"	means a scheme or schemes to be implemented by the County Council for traffic management and reduction measures in accordance with the Norwich Area Transport Study in the vicinity of the Development;
"Transport Contribution"	means the sum of £225,000 (two hundred and twenty five thousand pounds) Index Linked payable by the Owners to the County Council in accordance with Schedule 13;
"Travel Plan"	means a framework of options/measures to enable and encourage people to travel more sustainably and reduce the need to travel being site and people specific and comprising a range of "hard" (built) and "soft" (behavioural change) measures to mitigate the traffic effects of the Development on the road network in accordance with Travel Plan Guidance;

Travel Plan Contribution"	means the sum of £511,695 (Five hundred and eleven thousand six hundred and ninety five pounds) Index Linked payable by the Owners to the County Council in accordance with Schedule 13;
"Travel Plan Coordinator"	means an individual or organisation employed or appointed by the County Council to implement, coordinate and monitor the Travel Plan for the Development;
"Viability Appraisal"	means the report titled Sprowston - Baseline Appraisal V4b dated 17/09/2010 produced by Intali Property Strategy;
"Viability Costs"	means the costs identified in the Viability Appraisal subject to reassessment in accordance with Part 1 of Schedule 14 ;
"Viability Profit"	means the sum equal to 17.35% (seventeen point three five per cent) of the Viability Costs or such other percentage as may be proposed by the Owners and approved by the District Council;
"Viability Reassessment"	means a reassessment of the Viability Appraisal to be undertaken in accordance with the requirements of Schedule 14;
"Viability Reassessment Gain"	means the increase in funds available as a result of the Approved Viability Reassessment expressed as a sum of money;
"Viability Reassessment Proposals"	means proposals for the application of that part of the Viability Reassessment Gain index linked due to the District Council in accordance with clause 12.5 in relation to the Adjusted Affordable Housing Provision;
"Viability Revenue"	means the revenues identified in the Viability Appraisal subject to reassessment in accordance with Part 1 of Schedule 14;
"Waste Recycling Areas"	means two waste recycling areas provided as part of the Development in accordance with the requirements of Schedule 9 and in a location approved as part of the Implementation Phasing Plan for each of these;
"Woodland Areas"	means the areas of woodland shown on the Masterplan as "Harrisons Plantation", "the Breck" and "Boar Plantation";
"Woodland Maintenance Contribution"	means the sum not exceeding £100,000 (one hundred thousand pounds) as increased by the Inflation Provision payable (in part or parts) by the Owners to the District Council towards the future costs of maintaining the Woodland Areas in accordance with the Woodland

Management Plan by the District Council;

**“Woodland
Management Plan”**

means a plan to be approved pursuant to Schedule 3 for the preservation restoration management and future maintenance of the Woodland Areas such Woodland Management Plan to include a schedule of works and timetable for implementation and a method for calculating the Woodland Maintenance Contribution; and

“Works”

means any necessary works to implement the Landscaping Scheme or to provide Open Space in accordance with the Reserved Matters Approval for a Development Parcel and (where relevant) the Woodland Management Plan.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to any party shall include the successors in title and assigns of that party;
- (b) covenants given or made by any party which includes more than one person (whether natural or artificial) shall be deemed to be given or made jointly and severally;
- (c) references to clauses and schedules are references to clauses in and schedules to this Agreement;
- (d) 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; and
- (e) headings in this Agreement shall not form part of or affect its construction.

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 arising hereunder are planning obligations and where expressed to be given to the District Council are enforceable by the District Council and where expressed to be given to the County Council by the County Council, against the Owners and their successors in title and assigns.
- 2.3 The provisions of this Agreement shall have effect upon the following two pre-conditions being satisfied, namely:
 - (a) the grant of the Planning Permission; and
 - (b) the Implementation of the Planning Permission

save for the obligations contained in Schedule 5 paragraph 2, Schedule 7 paragraph 1, Schedule 11 paragraph 1, Schedule 11 paragraph 3 and clauses 6.1 which shall have immediate effect.

- 2.4 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn.
- 2.5 This Agreement shall be registered as a charge in the District Council's Register of Local Land Charges.
- 2.6 In the event that this Agreement comes to an end the District Council and the County Council shall if so requested by the Owners will execute a deed of release (or partial release) from the relevant provisions of this Agreement and the District Council shall procure that a note thereof shall be registered on the District 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 District 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 District 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 District 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 District 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 Land or the part of the Land 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 Land or any part thereof in respect of which any such breach has taken place.

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 or facsimile.

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

The District Council	The Strategic Director and Chief Planner (Community Services) Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich NR7 0DU
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The County Council	The Head of Library and Information Service or the Director of Environment, Transport and Development or the Director of Childrens Services as the case may be County Hall Martineau Lane Norwich NR1 2DH
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The Owners	Care of Mr T Ryan Mills & Reeve 112 Hills Road Cambridge CB2 1BH
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Persimmon	At the registered office stated above
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Taylor Wimpey	At the registered office stated above
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Hopkins Homes	At the registered office stated above
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4.3 Any notice or other written communication to be given by the District Council or County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District 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 Consortium shall on completion of this Agreement pay the District Council's and the County Council's reasonable legal and administrative 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 HSBC Bank 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 TITLE WARRANTY

- 10.1 The Owners hereby warrant to the District Council and to the County Council that they are the freehold owners of the Land and have full power to enter in to this Agreement and that the Land is free from all mortgages and charges and that there is no person having any leasehold interest in the Land or the benefit of any mortgage or charge over the Land other than as set out in this Agreement or as notified in writing to the District Council's and the County Council's Head of Law prior to the date hereof.

11 DISPUTES

- 11.1 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.
- 11.2 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.
- 11.3 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 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 Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

- 11.4 Nothing in Clauses 11.1 and 11.2 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings in respect thereof.

12 COVENANTS

- 12.1 The Owners hereby covenant with the District Council to carry out and comply with the obligations and restrictions on its part set out in this Agreement and set out in Schedules 1, 2, 3, 5, 9, 10, 11 and 14 hereto which are expressed to be given to or to be for the benefit of the District Council and as a separate covenant with the County Council to carry out and comply with the obligations and restrictions on its part set out in this Agreement and set out in Schedules 4, 6, 7, 8, 10, 11, 12, 13 and 14 hereto which are expressed to be given to or to be for the benefit of the County Council.
- 12.2 The District Council covenants with the Owners to carry out and comply with the obligations on its part set out in this Agreement and the Schedules hereto.
- 12.3 The County Council covenants with the Owners to carry out and comply with the obligations on its part set out in this Agreement and the Schedules hereto.
- 12.4 The District Council covenants with the Owners to issue the Planning Permission forthwith upon the completion of this Agreement.
- 12.5 The District Council and the County Council hereby covenant with each other for the benefit of each of them as follows:
- (a) within two months of receipt of the Approved Viability Reassessment they shall agree between them the apportionment of the Viability Reassessment Gain;
 - (b) in the absence of agreement in accordance with Clause 12.5 (a) above the Viability Reassessment Gain will be apportioned 50% to the District Council and 50% to the County Council

PROVIDED THAT in the event that any sum apportioned can no longer be utilised or the relevant Target has been met both the District Council and the County Council shall be free to re-apportion and re-assign those sums so as to meet all of the Targets.

13 TRANSFER OF LAND

- 13.1 Where any provision of the Agreement requires the transfer of land to either the District Council or the County Council, the provisions of Schedule 10 shall apply to such transfer.
- 13.2 Any provision of this Agreement which requires the transfer of land to either the District Council or the County Council shall be deemed to include a provision whereby the land concerned may at the election of the relevant council be transferred to an alternative body or organisation properly able to hold and administer such land for the purposes for which it is transferred.

14 OWNERS INDEMNITY

- 14.1 The Owners agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of the Agreement are hereby waived.

15 INDEX LINKING

- 15.1 Where under this Agreement sums are to be Index Linked then the following parts of this clause 15 shall apply.
- 15.2 For the purposes of applying indexation the index will be the RICS Building Cost Information Service All in Tender Index or in respect of the Public Transport Contribution the Target Transport Contribution the Transport Contribution and the Travel Plan Contribution the Retail Price Index (All items) published by the Office for National Statistics and the RICS Building Cost Information Service All in Tender Index such calculation to be on a 50/50 basis ("the Index") or in the event that any such index ceases to be published then in its place such equivalent index as the District Council or the County Council as appropriate (acting reasonably) shall specify.
- 15.3 Indexation will commence on 29 September 2010 or in the case of the Viability Reassessment Gain, Further Primary Education Contribution, the Further Library Contribution and the Further Transport Contribution the date upon which the Viability Reassessment is submitted to the District Council under paragraph 3 of Schedule 14, and will end on the date or dates when the relevant contributions or other sums are paid.

16 MORTGAGEE CONSENT

- 16.1 The Mortgagee hereby consents to its interest in the Land being bound by the provisions of this Agreement provided:-
- (a) the Mortgagee shall in no circumstances be liable under this Agreement unless and until it has taken steps to enforce its security and is in occupation or possession of the Land or any relevant part thereof;
 - (b) the Mortgagee upon parting with all its interest in or releasing or discharging its security over the Land or any relevant part thereof be released from all obligations relating to the Land or such relevant part thereof except for breaches occurring during any period when the Mortgagee is in occupation or possession.

17 ISSUE OF APPROVALS

- 17.1 Where any approval, consent, agreement or the like is required to be given by the District Council or the County Council pursuant to the terms of this Agreement it shall be in writing and shall not be unreasonably withheld or delayed.

18 STATUTORY UNDERTAKERS AND CONSORTIUM CONSENT

- 18.1 The obligations and restrictions in this Agreement shall not be enforceable against any statutory undertaker which acquires any part of the Land for the purposes of its statutory undertaking or function.
- 18.2 The Consortium hereby consents to the Land being bound by the provisions of this Agreement provided that any member of the Consortium shall have no liability under this Agreement unless and until it shall have acquired a legal interest in the Land whether pursuant to the option agreement referred to at recital C or otherwise.

19 PAYMENT OF CONTRIBUTIONS

The District Council and the County Council agree:

- 19.1 upon receipt of any Contribution by the District Council or the County Council (as the case may be) to deposit the same in a bank account to be invested so as to earn a rate of interest reasonably obtainable with a clearing bank and all such interest is to be credited to that account.
- 19.2 to apply the principal and interest earned on the Contribution towards the purposes specified in this Agreement and at the request of the Owners to provide evidence of expenditure of the Contribution as has been expended towards the purposes specified in this Agreement.

20 COMMUNITY INFRASTRUCTURE LEVY

Where:

- (a) CIL is brought into effect in respect of the area in which the Development is located;
- (b) CIL becomes payable in respect of the Development;
- (c) CIL is paid by the Owners to the District Council in respect of the Development; and
- (d) all sums due under this Agreement have been properly paid

the District Council shall immediately re-pay to the Owners an amount equal to the amount paid to the District Council in respect of CIL paid in respect of the Development together with any accrued interest.

21 NOTIFICATION

The Owners agree to notify the County Council and the District Council of the reaching of any of the occupation or completion thresholds relating to obligations contained in this Agreement such notification to be given within 14 days of reaching such threshold.

SCHEDULE 1

AFFORDABLE HOUSING

Part 1 - General

- 1 There shall be no Implementation on a Development Parcel unless and until the Affordable Housing Scheme for that Development Parcel has been submitted to and approved by the District Council which Scheme shall include the Affordable Housing Provision (or if relevant the Adjusted Affordable Housing Provision), a timetable and programme for its implementation, the location and mix of tenure and dwelling types of the Affordable Housing Units and thereafter the provisions of the Affordable Housing Scheme shall be implemented and complied with in full, unless the District Council agrees otherwise in writing and upon approval such Scheme shall be deemed to be incorporated into the provisions of this Agreement.
- 2 The Affordable Housing Units provided (with the exception of the Discount Market Dwellings) shall be constructed to HCA Standards and the regulatory level of the Code prescribed for the purposes of building regulations approval.
- 3 In the event that Housing Grant is available for any of the Affordable Housing Units then such Affordable Housing Units (with the exception of the Discounted Market Dwellings) shall be constructed to the regulatory level of the Code required as a condition of the Housing Grant.
- 4 Subject to the other provisions of this Schedule 1, no Affordable Housing Unit shall be occupied for any purpose other than as an Affordable Rental Unit, Shared Ownership Dwelling, Intermediate Rental Unit, or Discounted Market Dwelling as the case may be.
- 5 The Affordable Housing Units shall subject to the other provisions of this Schedule 1, not be occupied otherwise than by Qualifying Occupiers.
- 6 Subject to the other provisions of this Schedule 1, no more than 75% (seventy five percent) of the Open Market Dwellings in any Development Parcel may be occupied until the Affordable Housing Units within that Development Parcel are available for occupation and have been transferred to an AHP, unless the District Council agrees otherwise in writing.
- 7 Subject to the other provisions of this Schedule 1, there shall be no transfer of the land on which the Affordable Housing Units (other than the Discounted Market Dwellings) are provided or any part thereof (except by way of mortgage) other than to an AHP and any transfer of the Affordable Housing Units or any part thereof to such AHP shall be free from incumbrances including financial charges save for:
 - 7.1 incumbrances and other matters contained or referred to in the Owners' title.
 - 7.2 any requirements of the Affordable Housing Scheme for reasonable contributions to shared services and facilities.

- 8 Each Affordable Rental Unit within any Development Parcel shall be let for a rent either upon a weekly tenancy basis or monthly tenancy basis not exceeding Homes and Communities Agency (or their successors) target rents for social rental homes provided that if:

- (a) such targets cease to exist; or
- (b) the Owners demonstrate to the reasonable satisfaction of the District Council that such Affordable Rental Units cannot be disposed of to an AHP on a timely basis subject to such requirement for a consideration consistent with the consideration assumed in the Viability Appraisal

then such Affordable Rental Units may be let in accordance with prevailing Government Policy on affordable housing tenure and rent levels to be charged by AHPs.

- 9 There shall be no transfer by the Owners of Affordable Housing Units to an AHP unless at the date of such transfer there exists for the benefit of the Affordable Housing Units at least to the boundary of the land on which the Affordable Housing Units are provided with all necessary connection points infrastructure including but not limited to roads and footpaths pipes cables wires foul and surface drainage and any other appropriate services all constructed to as applicable adoptable standards.

- 10 Paragraphs 4, 5, 6, 7 and 8 above shall not be binding upon any mortgagee in possession or exercising its powers of sale 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 Owners shall be required to dispose of such Units pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable OR where an occupier of a Shared Ownership Dwelling has acquired the final tranche of equity in relation to that Shared Ownership Dwelling.

- 11 The following further provision shall apply in respect of the Discounted Market Dwellings:

- 11.1 Before disposing of a Discounted Market Dwelling the Owners will give at least eight weeks notice in writing to the District Council stating the price at which it is intended to dispose of that Discounted Market Dwelling.

- 11.2 If within ten working days of receipt of such notice the District Council gives notice in writing to the Owners that in the opinion of the District Council the price at which that Discounted Market Dwelling is proposed to be offered by the Owners exceeds 80% (eighty per cent) of the Open Market Value then the parties shall seek to agree the amount which is equal to 80% (eighty per cent) of the Open Market Value and in default of agreement at the election of either party the matter may be referred to an Independent Surveyor for determination in accordance with the provisions of paragraph 11.3.

- 11.3 At the election of either party in accordance with paragraph 11.2 the Open Market Value of the Discounted Market Dwelling shall be determined by an

independent Chartered Surveyor of no less than ten years standing having experience of residential property in Sprowston ("the Independent Chartered Surveyor") and upon his/her appointment he/she shall notify both parties of his/her agreement to act and allow to them ten working days to make representations as to their opinion on the Open Market Value of the Discounted Market Dwelling.

11.4 Within ten working days of the expiry of the period for the parties to make representations the Independent Chartered Surveyor shall give notice to both parties of his/her decision as to the Open Market Value of the Discounted Market Dwelling which shall be binding upon the parties save in the case of manifest error

11.5 The costs of the Independent Chartered Surveyor shall be borne as follows:

11.5.1 if the Independent Chartered Surveyor finds for the Owners then his costs shall be met by the District Council

11.5.2 if the Independent Chartered Surveyor finds for the District Council then his costs shall be met by the Owners.

11.5.3 In any other circumstances the Independent Chartered Surveyor shall order that his costs be borne by either party or between the parties whether in equal proportions or otherwise as he shall think reasonable in the circumstances of the particular case and that party or the parties (as the case may be) must bear such ordered costs.

11.6 If either party shall object to the Independent Chartered Surveyor appointed or the Independent Chartered Surveyor shall be unwilling or unable to complete the determination of the Open Market Value of the Discounted Market Dwelling within twenty working days of appointment then either party shall be entitled to apply to the President for the time being of the Royal Institution of Chartered Surveyors for the appointment of a replacement and on his/her appointment the provisions of this paragraph 11 shall apply to the Independent Chartered Surveyor so appointed.

11.7 The Discounted Market Sale Restriction shall be registered at the Land Registry on the register of title to a Discounted Market Dwelling.

11.8 A copy of the Discounted Market Sale Restriction and a copy of the Certificate referred to therein must be supplied to the District Council on each disposition of a Discounted Market Dwelling.

12 The Discounted Market Dwellings shall be constructed to the regulatory level of the Code prescribed for the purposes of building regulations approval.

13 The Discounted Market Dwellings shall on first disposal (subject to paragraph 14) be advertised through a HomeBuy Agent.

13.1 The Owners shall notify the HomeBuy Agent of the commencement of construction of a Discounted Market Dwelling.

14 In the event that the HomeBuy Agent no longer exists, the following requirements of this paragraph shall apply on first disposal:

- 14.1 The Owners shall notify the District Council of commencement of construction of a Discounted Market Dwelling
- 14.2 The District Council shall nominate Qualifying Occupiers within 1 (one) month of the notification given in paragraph 13.1.
- 15 If the sale of a Discounted Market Dwelling in accordance with either paragraph 13 or 14 shall not be completed within 3 (three) months from completion of construction of the Discounted Market Dwelling the Developer may sell the dwelling on the open market at a price which is not more than 80% (eighty per cent) of the Open Market Value of similar properties as valued at the time of sale. For the avoidance of doubt, the provisions of paragraphs 11, 16 and 17 shall apply.
- 16 The sale and transfer of a Discounted Market Dwelling shall include a restrictive covenant to secure the discount to Open Market Value in perpetuity.
- 17 10% (ten per cent) of the Affordable Housing Units within an Affordable Housing Scheme shall be constructed to the Lifetime Homes Standards.

Part 2

- 1 The Affordable Housing Scheme for each Development Parcel shall be provided in accordance with paragraph 2 hereof, or in accordance with the Adjusted Affordable Housing Provision unless otherwise agreed with the District Council.
- 2 35% (thirty five per cent) of the total number of Dwellings in each Development Parcel shall be provided as Affordable Housing, unless otherwise agreed with the District Council.
- 2.1 50% (fifty per cent) of the Affordable Housing Units shall be Affordable Rental Units comprising, unless otherwise agreed with the District Council approximately:
 - (a) 17% one bedroom 2 person flats
 - (b) 21% two bedroom 3 person flats
 - (c) 25% two bedroom houses (67% 2 bedroom 3 person and 33% 2 bedroom 4 person)
 - (d) 31% three bedroom houses (67% 3 bedroom 4 person and 33% 3 bedroom 5 person)
 - (e) 6% four bedroom houses.
- 2.2 17% (seventeen per cent) of the Affordable Housing Units shall be Shared Ownership Dwellings comprising unless otherwise agreed with the District Council approximately:
 - (a) 67% two bedroom houses (67% 2 bedroom 3 person and 33% 2 bedroom 4 person)
 - (b) 33% three bedroom houses (67% 3 bedroom 4 person and 33% 3 bedroom 5 person).

- 2.3 10% (ten per cent) of the Affordable Housing Units shall be Intermediate Rental Units comprising unless otherwise agreed with the District Council approximately:
- (a) 10% two bedroom 2 person flats
 - (b) 57% two bedroom houses (67% 2 bedroom 3 person and 33% 2 bedroom 4 person)
 - (c) 33% three bedroom houses (67% 3 bedroom 4 person and 33% 3 bedroom 5 person).
- 2.4 23% (twenty three per cent) of the Affordable Housing Units shall be Discounted Market Dwellings comprising unless otherwise agreed with the District Council approximately:
- (a) 55% two bedroom houses (mix of 2 bedroom 3 person and 2 bedroom 4 person)
 - (b) 45% three bedroom houses (mix of 3 bedroom 4 person and 3 bedroom 5 person).

Part 2B

- 1 The Affordable Housing Scheme for each Development Parcel following the Approved Viability Reassessment shall be provided in accordance with the Adjusted Affordable Housing Provision unless otherwise agreed with the District Council.

PART 3

Target Provision

- 1 The Target Affordable Housing Provision is as follows:
- 1.1 40% (forty per cent) of the total number of Dwellings in each Development Parcel shall be provided as Affordable Housing, unless otherwise agreed with the District Council.
- 1.2 50% (fifty per cent) of the Affordable Housing Units shall be Affordable Rental Units comprising, unless otherwise agreed with the District Council, approximately:
- (a) 17% one bedroom 2 person flats
 - (b) 31% two bedroom 2 person flats
 - (c) 15% two bedroom houses (67% 2 bedroom 3 person and 33% 2 bedroom 4 person)
 - (d) 31% three bedroom houses (67% 3 bedroom 4 person and 33% 3 bedroom 5 person)
 - (e) 6% four bedroom houses.
- 1.3 15% (fifteen per cent) of the Affordable Housing Units shall be Shared Ownership Dwellings comprising unless otherwise agreed with the District Council approximately:
- (a) 67% two bedroom houses (67% 2 bedroom 3 person and 33% 2 bedroom 4 person)

- (b) 33% three bedroom houses (67% 3 bedroom 4 person and 33% 3 bedroom 5 person).
- 1.4 10% (ten per cent) of the Affordable Housing Units shall be Intermediate Rental Units comprising unless otherwise agreed with the District Council approximately:
 - (a) 10% two bedroom 2 person flats
 - (b) 57% two bedroom houses (67% 2 bedroom 3 person and 33% 2 bedroom 4 person)
 - (c) 33% three bedroom houses (67% 3 bedroom 4 person and 33% 3 bedroom 5 person).
- 1.5 25% (twenty five per cent) of the Affordable Housing Units shall be Discounted Market Dwellings comprising unless otherwise agreed with the District Council approximately:
 - (a) 55% two bedroom houses (mix of 2 bedroom 3 person and 2 bedroom 4 person)
 - (b) 45% three bedroom houses (mix of 3 bedroom 4 person and 3 bedroom 5 person).

SCHEDULE 2

OPEN SPACE

Part 1 - General

- 1 The Open Space within the Development shall be provided in accordance with the following:
 - 1.1 A Landscaping Scheme for each Landscaping Phase to be submitted to and approved by the District Council in accordance with paragraph 2; or
 - 1.2 The reserved matters approval for a Development Parcel incorporating part or parts of the Open Space.
- 2 There shall be no more than 25 Dwellings occupied within a Development Parcel unless and until the Landscaping Scheme(s) for the Landscaping Phase(s) within that Phase has been submitted to and approved by the District Council and thereafter the Landscaping Scheme(s) shall be complied with in full unless the District Council agrees otherwise in writing.
- 3 Upon the laying out of the Works the Owners shall notify the District Council in writing which shall inspect the Works as soon as reasonably possible thereafter but in any event within two weeks of such notification and shall certify practical completion of the Works either forthwith or following the making good by the Owners of any defects reasonably identified by the District Council and notified to the Owners following such inspection.
- 4 Following the issue of the certificate of practical completion referred to in paragraph 3 above, the Owners shall maintain the relevant area of Open Space at their own cost for a period of 12 months to the satisfaction of the District Council and keep the same at all times clean cultivated and fed and watered and shall replace as necessary any dead or diseased planting or any defective equipment and surfacing all of which maintenance shall be carried out in accordance with the approved Landscaping Scheme or reserved matters approval as the case may be.
- 5 At the end of the maintenance period referred to in paragraph 4 above, the Owners shall notify the District Council which shall inspect the Works as soon as reasonably possible thereafter but in any event within two weeks of such notification and shall certify final completion either forthwith or following the making good by the Owners of any defects reasonably identified and notified to the Owners following the said inspection.
- 6 The Owners shall within 6 months following the issue of the certificate of practical completion referred to in paragraph 3 above notify the District Council that the future maintenance of the relevant area of Open Space will be secured by one of the following methods:
 - 6.1 that a Management Company shall take responsibility for managing and maintaining the relevant area of Open Space whereupon the Owners shall submit to the District Council for its written approval an Open Space Management Plan and the Management Company shall thereafter maintain the Open Space in accordance with the Open Space Management Plan for the relevant time periods specified therein (save that the time period shall

not be less than 20 years) and upon expiry of the period of 20 years from the date the Management Company first starts to maintain the relevant areas of Open Space the Owners shall be permitted to elect to transfer the freehold of the relevant areas of Open Space to the District Council for the sum of £1 (one pound) whereupon their liability for maintenance shall cease upon completion of such transfer; or

6.2 that the Owners wish the District Council to adopt the Open Space whereupon following the issue of the certificate of final completion referred to in paragraph 5 above the Owners shall:

6.2.1 on completion of the transfer referred to in 6.2.2 below pay to the District Council the Open Space Maintenance Contribution or relevant part thereof

6.2.2 execute a formal transfer to the District Council of the Open Space for the consideration of £1 (one pound) upon the terms and conditions referred to in Schedule 10

and thereupon the Open Space or relevant part thereof shall be and become maintainable by the Council.

6.3 The District Council shall apply the Open Space Maintenance Contribution towards the Open Space Maintenance and for no other purpose.

Part 2 - Play Areas

7 The Play Areas within the Development shall be provided in accordance with the following:

7.1 1 (one) No. Neighbourhood Equipped Area for Play ("NEAP")

7.2 3 (three) No. Local Equipped Area for Play ("LEAP")

7.3 5 (five) No. Local Area for Play ("LAP").

8 The details of the NEAP and the LEAPs shall be included within the relevant Landscaping Scheme(s) to be approved in accordance with paragraph 2 of this Schedule and shall thereafter be implemented in accordance with the approved details.

9 The details of the LAPs shall be included within the reserved matters for the respective Development Parcel and shall thereafter be implemented in accordance with the approved reserved matters.

10 Each LAP shall be laid out and completed prior to the occupation of the last Dwelling within the Development Parcel containing the LAP unless otherwise agreed with the District Council.

11 The Play Areas shall be located laid out fenced landscaped surfaced and planted fully in accordance with the specifications and standards reasonably required by the District Council and using materials and equipment of a type and manufacture as the District Council shall reasonably approve or specify.

12 Upon the laying out and construction of each Play Area the Owners shall notify the District Council in writing which shall inspect the same as soon as

reasonably possible thereafter but in any event within two weeks of such notification and shall certify completion either forthwith or following the making good by the Owners of any defects reasonably identified by the District Council and notified to the Owners following such inspection.

- 13 The Owners shall within 14 days following the issue of the certificate of practical completion referred to in paragraph 12 above notify the District Council that the future maintenance of the Play Area will be secured by one of the following methods:
 - 13.1 that a Management Company shall take responsibility for managing and maintaining the Play Area forming part of an area of Open Space to be maintained by a Management Company in accordance with paragraph 6.1 of Part 1 of this Schedule; or
 - 13.2 that the Owners wish the District Council to adopt the Play Area SAVE THAT the District Council shall not be required to accept for adoption and future maintenance any Play Area located within the Open Space before the District Council has certified final completion of such Open Space in accordance with the requirements of paragraph 5 of Part 1 of this Schedule whereupon the Owners shall:
 - 13.2.1 on completion of the transfer referred to in clause 13.2.2 below to pay the District Council the Play Area Maintenance Contribution or relevant part thereof
 - 13.2.2 execute a formal transfer to the District Council of the Play Area for the consideration of £1 (one pound) upon the terms and conditions referred to in Schedule 10
- and thereupon the Play Area shall be and become maintainable by the District Council.
- 14 The District Council shall apply the Play Area Maintenance Contribution towards the maintenance of the Play Area(s) and for no other purpose.

Part 3 - Sports Facilities

- 15 The Sports Facilities within the Development shall be provided in accordance with the following:
 - 15.1 1 (one) No. senior football pitch
 - 15.2 1 (one) No. junior football pitch
 - 15.3 2 (two) No. mini pitches
 - 15.4 2 (two) No. outdoor tennis courts
- and constructed and provided in accordance with the specifications set out in the District Council's Open Space Supplemental Planning Document.
- 16 The details of the Sports Facilities shall be included within the relevant Landscaping Scheme(s) to be approved in accordance with paragraph 2 of

this Schedule and shall thereafter be implemented as part of a Landscaping Phase in accordance with the approved details.

- 17 The Sports Facilities shall be maintained as part of the Open Space Maintenance in accordance with paragraph 6 of this Schedule.

Part 4 - Play Area Maintenance Contribution

- 18 Subject to paragraph 6 of this Schedule, the Play Area Maintenance Contribution shall be calculated in accordance with the following unless otherwise agreed with the District Council.

- 18.1 The sum of £56,221 (fifty six thousand two hundred and twenty one pounds) as increased by the Inflation Provision for the NEAP.

- 18.2 The sum of £16,756 (sixteen thousand seven hundred and fifty six pounds) as increased by the Inflation Provision per LEAP.

- 18.3 The sum of £5,598 (five thousand five hundred and ninety eight pounds) as increased by the Inflation Provision per LAP.

Part 5 - Open Space Maintenance Contribution

- 19 Subject to paragraph 6 of this Schedule, the Open Space Maintenance Contribution shall be calculated in accordance with the following unless otherwise agreed with the District Council.

- 19.1 The sum of £105,240 (one hundred and five thousand two hundred and forty pounds) for the senior football pitch as increased by the Inflation Provision.

- 19.2 The sum of £69,780 (sixty nine thousand seven hundred and eighty pounds) for the junior football club as increased by the Inflation Provision.

- 19.3 The sum of £39,000 (thirty nine thousand pounds) per mini football pitch as increased by the Inflation Provision.

- 19.4 The sum of £54,470 (fifty four thousand four hundred and seventy pounds) per tennis court as increased by the Inflation Provision.

- 19.5 £4.20 (four pounds and twenty pence) per square metre of the measured area of the Open Space or parts thereof (excluding the area of any play area, football pitch or tennis court there within) as increased by the Inflation Provision.

SCHEDULE 3

WOODLANDS

- 1 No more than 450 Dwellings shall be occupied unless and until the Woodland Management Plan has been submitted to and approved by the District Council (such approval not to be unreasonably withheld or delayed).
- 2 The Woodland Management Plan shall set out the requirements for the future management and maintenance of the Woodland Areas by one of the following:
 - 2.1 retention of the Woodland Areas by the Owners with a written agreement with the District Council which inter alia shall require provision of access to/through the Woodland Areas for public use
 - 2.2 transfer of the Woodland Areas to the District Council
 - 2.3 transfer of the Woodland Areas to a Management Company.
- 3 In the event of the Woodland Areas being transferred to the District Council the Owners shall:
 - 3.1 execute a formal transfer to the District Council of the Woodland Areas or part thereof for the consideration of £1 (one pound) upon the terms and conditions referred to in Schedule 10
 - 3.2 on completion of the said transfer pay to the District Council the Woodland Maintenance Contribution or relevant part thereof and thereupon the Woodland Areas or relevant part thereof shall be and become maintainable by the District Council
- 4 In the event of the Woodland Areas being transferred to the District Council the District Council shall apply the Woodland Maintenance Contribution towards the maintenance of the Woodland Areas or relevant part thereof and for no other purpose.

SCHEDULE 4

PUBLIC TRANSPORT

Part 1 -The Bus Route

- 1 not to allow occupation of the 45th Dwelling unless and until
 - 1.1 that part of the Bus Route coloured blue on Plan 4 has been constructed to a standard suitable for use by the Public Transport Provider for the purpose of the Bus Service
 - 1.2 a Bus Stop has been provided on the Link Road such bus stop to remain in place until such time as the Bus Route and the Bus Stops have been provided and are available for use in accordance with paragraph 2 below
 - 1.3 save where paragraph 5 applies and subject to paragraphs 6, the Bus Service is operating along that part of the Bus Route coloured blue on Plan 4.
- 2 Not to allow occupation of the 350th Dwelling unless and until:
 - 2.1 The part of the Bus Route shown coloured yellow on Plan 4 has been constructed to a standard suitable for use by the Public Transport Provider for the purpose of the Bus Service
 - 2.2 Bus Stops have been provided and are available for use along the part of the Bus Route shown coloured yellow on Plan 4
 - 2.3 save where paragraph 5 applies and subject to paragraph 6 the Bus Service is operating along the part of the Bus route shown coloured blue and yellow on Plan 4
- 3 The Owners shall provide the Extended Bus Route to ensure that the Bus Service and the Bus Stops are available for use and within 400 metres of all Dwellings.
- 4 Subject to paragraphs 5 and 6, the Owners shall:
 - 4.1 continue to fund the Bus Service until the earlier of:
 - (a) such time as the same becomes self sufficient;
 - (b) the County Council confirms that the Bus Service is no longer necessary;
 - (c) the Owner provides satisfactory evidence to the County Council that the costs incurred by the Owners in connection with the Bus Service have reached £1,626,000 (one million six hundred and twenty six thousand pounds).
- 5 If the Bus Service cannot be secured for reasons outside the reasonable control of the Owner then the Owners will consult with the County Council and shall implement such alternative provision within the reasonable control of the Owners as the County Council may stipulate within 6 months of being consulted by the Owners and if no such alternative is stipulated by

the County Council within such 2 month period then the obligations in this Schedule 4 shall lapse and shall be of no further effect.

- 6 For the avoidance of doubt, the Owners maximum financial liability under this Schedule shall not exceed £1,626,000 (one million six hundred and twenty six thousand pounds).

SCHEDULE 5

LINK ROAD

1. The Link Road shall be provided in accordance with the following provisions of this Schedule 5.
2. Not to Implement the first Development Parcel until that part of the Link Road shown coloured blue on Plan 4 has been laid out and surfaced to base course level.
3. Prior to occupation of the 451st Dwelling the whole of the Link Road shown coloured green on Plan 4 shall be constructed and surfaced to adoptable standards.

SCHEDULE 6

PEDESTRIAN AND CYCLE ROUTES

- 1 The Pedestrian and Cycle routes within the Development shall be provided in accordance with the following:
 - 1.1 Provision of a suitable temporary footpath between the Development and the north side of the Blue Boar Lane / Linacre Avenue junction in the approximate position shown brown on Plan 4 to allow pedestrians to reach safely the toucan crossing on Blue Boar Lane shall be provided prior to the occupation of the 50th Dwelling, unless otherwise agreed with the County Council
 - 1.2 Provision of a cycleway adjacent to the Bus Route through the Development and linking to Blue Boar Lane shown coloured red on Plan 4 to be provided in accordance with the timing of the provision of the said Bus Route in accordance with Schedule 4 unless otherwise agreed with the County Council
 - 1.3 Provision of a cycleway adjacent to Blue Boar Lane shown coloured pink on Plan 4 to be provided prior to occupation of the 550th Occupation, unless otherwise agreed with the County Council
 - 1.4 Provision of a cycleway adjacent to Salhouse Road shown coloured light blue on Plan 4 to be provided by the occupation of the 1050th Dwelling or prior to occupation of the 1st Dwelling in the Development Parcel in the vicinity of the Salhouse Road / Link Road roundabout whichever is the earlier unless otherwise agreed with the County Council
- 2 The pedestrian and cycle routes to be provided in accordance with paragraphs 1.2 to 1.4 shall be subject to the required maintenance and adoption procedures of the County Council.

SCHEDULE 7

EDUCATION

Part 1 - Primary Education

Part 1A - General

1. Not to Implement the Development until the Owners have agreed the location and extent of the Primary School Site and the Primary School Extension Site with the County Council.
2. The Primary School Site shall be:
 - 2.1. 1.2 Ha in area
 - 2.2. capable of accommodating the premises and facilities required for a one form entry primary school with a grass team game playing field of 4,200 sq.m in area
3. The Primary School Extension Site shall be :
 - 3.1. 0.3 Ha in area
 - 3.2. contiguous with the Primary School Site
 - 3.3. when taken together with the Primary School Site, capable of accommodating the premises and facilities required for a one and a half form entry primary school with a grass team game playing field of 6,300 sq.m in area
4. The Primary School Site and the Primary School Extension Site shall be clear and unencumbered, with the benefit of all necessary rights and easements for the economical and viable use as a school reasonably level and capable of being accessible throughout without the necessity of undue land reformation or engineering where:
 - 4.1 "clear" means a site that is free of any physical hazards or impediments to building, both above and below ground (including, but not limited to: land contamination; electricity pylons; Japanese Knotweed; asbestos; allotments; and problems with site access); and
 - 4.2 unencumbered means a site that is free of any legal constraint to transfer (including, but not limited to: trust covenants; charity law; formal or informal lease agreements; charges and written or unwritten assurances to other bodies or individuals.)
 - 4.3 In the event that within 5 (five) years of the Occupation of the 100th Dwelling or 5 (five) years from transfer of the Primary School Site, whichever is the later either the County Council has not entered into a contract or contracts for the construction of the Primary School or the Primary School Extension Site or such sites have become surplus to the County Council's requirements as education authority the County Council, shall retransfer the Primary School Site and/or the Primary School Extension

Site (as the case may be) to the Owner for one pound and on the equivalent terms as set out in Schedule 10, except that the covenant referred to at paragraph 3 at Schedule 10 shall lapse and shall not apply.

Part 1B - The Primary School

- 5 Prior to occupation of the 100th Dwelling the County Council will confirm to the Owners in writing either:
 - 5.1 Their intention to commence the process to provide the Primary School; or
 - 5.2 That the provision of the Primary School is not considered to be appropriate
- 6 Upon receipt of the confirmation in accordance with paragraph 5.1 the Owners shall:
 - 6.1 Within 14 (fourteen) days pay to the County Council 25% (twenty five percent) of the Primary Education Contribution
 - 6.2 provide immediate access to the Primary School Site for the purposes of inspection, survey and all necessary purposes for the preparation of the site for use as a school
 - 6.3 Not occupy or allow occupation of more than 200 Dwellings unless and until the Primary School Site Fully Serviced has been transferred to the County Council provided that at any time after the occupation of the first Dwelling to be occupied the County Council may serve notice requiring the early transfer of the School Site
 - 6.4 Upon the later of the transfer of the Primary School Site and the occupation of the 200th Dwelling to pay to the County Council 50% of the Primary Education Contribution
 - 6.5 Prior to occupation of the 450th Dwelling to pay to the County Council the balance of the Primary Education Contribution
 - 6.6 The Primary Education Contribution shall be Index Linked from 29 September 2010 to the date of each payment
 - 6.7 The County Council shall use the Primary Education Contribution solely towards the construction of the Primary School
 - 6.8 The Primary Education Contribution shall be repayable to the Owners if any part of it remains uncommitted (by way of contract or expenditure of the monies) on the 5th (fifth) anniversary of the date of the final payment made in accordance with paragraph 6.5.
- 7 Upon receipt of the confirmation in accordance with paragraph 4.2 that the provision of the Primary School is not considered to be appropriate the Owners shall pay to the County Council the Primary Education Offsite Contribution as follows:
 - 7.1 25% (twenty five percent) of the Primary Education Offsite Contribution within 14 days of receipt of the confirmation in accordance with paragraph 4.2

- 7.2 50% (fifty percent) of the Primary Education Offsite Contribution prior to occupation of the 200th Dwelling
- 7.3 the balance of the Primary Education Offsite Contribution prior to the occupation of the 450th Dwelling
- 7.4 The Primary Education Offsite Contribution shall be Index Linked from 29th September 2010 to the date of each payment
- 7.5 The County Council shall use the Primary Education Offsite Contribution solely towards increasing the Net Capacity of existing primary schools in the vicinity of the Development including for the avoidance of doubt the provision of associated facilities and infrastructure.
- 7.6 The Primary Education Offsite Contribution shall be repayable to the Owners if any part of it remains uncommitted (by way of contract or expenditure of the monies) on the 5th (fifth) anniversary of the date of the final payment made in accordance with paragraph 6.3.

Part 1C - Primary School Extension

- 8 Within twelve months of receipt of the Apportioned Viability Reassessment Gain the County Council will if it requires the same serve Notice on the Owners confirming that the Primary School Extension Site is required.
- 9 Not to allow any occupation of any further Dwellings three months following receipt of the Notice received under paragraph 8 above unless and until it has delivered to the County Council an approved and fully executed transfer of the Primary School Extension Site to the County Council in accordance with the requirements of Schedule 10.
- 10 In the event that the Further Primary Education Contribution is received the County Council shall use the same towards the cost of increasing the Net Capacity of the Primary School so far as the County Council is able taking into account the amount of Further Primary Education Contribution.
- 11 In the event that the Primary School Extension Site is not required by the County Council in accordance with paragraph 8 above then the County Council shall use the Further Primary Education Contribution (if any) towards increasing Net Capacity at other schools in the vicinity of the Development.
- 12 The Further Primary Education Contribution shall be repaid to the Owners to the extent that it remains uncommitted (by way of contract or expenditure of the monies) on the 5th (fifth) anniversary of the date of the payment of the Apportioned Viability Reassessment Gain.

Part 2 – Secondary Education

- 13 The Owners shall pay to the County Council the Secondary Education Contribution as follows:

- 13.1 The sum of £1,620,819 (One million six hundred and twenty thousand eight hundred and nineteen pounds) within 14 days of the occupation of the 451st Dwelling
- 13.2 The sum of £1,620,819 (One million six hundred and twenty thousand eight hundred and nineteen pounds) prior to the occupation of the 750th Dwelling
- 13.3 The County Council shall use the Secondary Education Contribution solely towards increasing the Net Capacity of Sprowston High School, including for the avoidance of doubt the provision of associated facilities and infrastructure
- 14 The Secondary Education Contribution shall be repaid to the Owners to the extent that it remains unspent on the 5th (fifth) anniversary of the date of the final payment made in accordance with paragraph 13.2

SCHEDULE 8

LIBRARY CONTRIBUTION

Part 1 - Library Facilities

1. The Owners shall pay to the County Council the Library Contribution as follows:
 - 1.1 The sum of £27,000 (Twenty seven thousand pounds) prior to the occupation of the 100th Dwelling
 - 1.2 The sum of £46,980 (Forty six thousand nine hundred and eighty pounds) prior to the occupation of the 550th Dwelling.
2. The County Council shall use the Library Contribution solely for the purposes of the provision and enhancement of library facilities in the vicinity of the Development.
3. The Library Contribution shall be repaid to the Owners to the extent that it remains unspent on the 5th (fifth) anniversary of the date of the payment made in accordance with paragraph 1.2 of this Schedule.

Part 2 - Library Extension Works

- 4 In the event that the Further Library Contribution is received the County Council shall use the same towards the extension of the existing library facilities such extension to include either a built extension to the library building or by way of improved storage and facilities to increase the capacity of the existing building so far as the County Council is able bearing in mind the amount of the Further Library Contribution.
- 5 The Further Library Contribution shall be repaid to the Owners to the extent that it remains uncommitted (by way of contract or expenditure of the monies) on the 5th (fifth) anniversary of the date of the payment of the Apportioned Viability Reassessment Gain.

SCHEDULE 9

RE-CYCLING FACILITIES

1. Prior to the occupation of the 100th Dwelling in each Phase the Waste Recycling Area shall be constructed fully in accordance with detailed plans and specifications to be approved by the District Council so as to be accessible and available for use by members of the public.
2. Each Waste Recycling Area shall:
 - 2.1 have a hard surfaced area of approximately 12 square metres x 3 and a lay-by (if the District Council require in order to accommodate parked vehicles) to accommodate at least five recycling banks including a minimum of three bottle banks, one textile bank and an area for a further bank if required
 - 2.2 have appropriate access and signage
3. Within 30 days of completion of the construction of each Waste Recycling Area to the satisfaction of the District Council the Owner shall execute a formal transfer to the District Council of the Waste Recycling Area for the consideration of £1 (one pound) upon the terms and conditions referred to in Schedule 10 and upon such payment the Waste Recycling Area shall be and become maintainable by the District Council.

SCHEDULE 10

TERMS AND CONDITIONS FOR LAND TRANSFER

1. Completion of the transfer of any land required by this Agreement to be transferred to either the District Council or County Council shall take place on such date as shall be agreed in writing between the District Council or the County Council as appropriate and the Owners or in default of such agreement upon such date as shall be specified in a notice in writing given by the District Council or the County Council to the Owners or by the Owners to the District Council or the County Council such notice to be given not later than 28 days before the date specified in the notice for completion.
2. The land shall be transferred with full title guarantee and with vacant possession. The transfer shall contain all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the land transferred for the purpose it is being transferred. The transfer shall be subject to the entries on the registered Title Nos NK279550, NK325367, NK293774 and NK92408 (as applicable) as at 13 May 2011 other than in respect of the registered charge dated 1st March 2005 referred to in Title No NK279550.
3. The transfer will if so required by the Owners contain a covenant by the District Council or the County Council as appropriate restricting the use of the land transferred to the purpose for which it is transferred and for no other use whatsoever and in the case of open space land as defined in the Open Spaces Act 1906 where the transfer will also contain an agreement and declaration that such open space land shall be maintained as open space under the provisions of the Open Spaces Act 1906.
4. The standard conditions of sale (4th edition) shall apply to any transfer required by this Agreement 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.
5. All costs incurred in connection with the transfer of land including but not limited to legal fees and Land Registry disbursements shall be paid by the Owners.

SCHEDULE 11

MONITORING CHARGE

Part 1 - County Council

1. The Owners shall not Implement the Development until the Owners have paid to the County Council the County Monitoring Charge .
2. The County Council shall use the County Monitoring Charge solely for the purposes of monitoring compliance with the obligations in this Agreement to the County Council.

Part 2 - District Council

3. The Owners shall not Implement the Development until the Owners have paid to the District Council the District Monitoring Charge .
4. The District Council shall use the District Monitoring Charge solely for the purposes of monitoring compliance with the obligations in this Agreement to the District Council.

SCHEDULE 12

TRANSPORT CONTRIBUTIONS

Part 1 - Transport Contribution

1. The Owners shall pay to the County Council the Transport Contribution as follows:
 - 1.1 the sum of £100,000 (one hundred thousand pounds) prior to occupation of the 50th Dwelling;
 - 1.2 the sum of £125,000 (one hundred and twenty five thousand pounds) prior to the occupation of the 150th Dwelling.
2. The Transport Contribution shall be repaid to the Owners to the extent that it remains uncommitted (by way of contract identification of a transport scheme or expenditure of the monies) on the 5th (fifth) anniversary of the date of the last payment made in accordance with paragraph 1.2.
3. In the event that the Further Transport Contribution is received the County Council shall use the Further Transport Contribution solely for the implementation of a Traffic Management and Reduction Scheme in the vicinity of the Development.
4. The Further Transport Contribution shall be repaid to the Owners to the extent that it remains uncommitted (by way of contract or expenditure of the monies) on the 5th (fifth) anniversary of the date of payment of the Apportioned Viability Reassessment Gain.

SCHEDULE 13

TRAVEL PLAN

1. The Owners shall pay to the County Council the Travel Plan Contribution as follows:
 - 1.1 The sum of £20,750 (Twenty thousand seven hundred and fifty pounds) within three months of Implementation on a Development Parcel
 - 1.2 The sum of £72,625 Index Linked (Seventy two thousand six hundred and twenty five pounds) prior to the occupation of the 1st Dwelling
 - 1.3 The sum of £93,375 Index Linked (Ninety three thousand three hundred and seventy five pounds) prior to the occupation of the 226th Dwelling
 - 1.4 The sum of £103,750 Index Linked (One hundred and three thousand seven hundred and fifty pounds) prior to the occupation of the 451st Dwelling
 - 1.5 The sum of £103,750 Index Linked (One hundred and three thousand seven hundred and fifty pounds) prior to the occupation of the 700th Dwelling
 - 1.6 The sum of £117,445 Index Linked (One hundred and seventeen thousand four hundred and forty five pounds) prior to the occupation of the 900th Dwelling.
2. The County Council shall use the Travel Plan Contribution solely for the purposes of implementing a Travel Plan and the employment of a Travel Plan Coordinator for the Development.
3. The Travel Plan Contribution shall be repaid to the Owners to the extent that it remains unspent or uncommitted (by way of contract or expenditure of monies on the 5th (fifth) anniversary of the date of the last payment made in accordance with paragraph 1.6.

SCHEDULE 14

VIABILITY REASSESSMENT

Part 1 - Initial Assessment

1. Not before the occupation of 700 Dwellings but prior to the occupation of the 750th Dwelling, the Owners shall undertake a further appraisal of the viability of the whole of the Development on a basis consistent with that used in the Viability Appraisal ("the Viability Reassessment") in order to reassess the viability of the Development and to identify the Viability Reassessment Gain to be calculated in accordance with Part 2 of this Schedule taking into consideration the following:
 - 1.1 changes to the Viability Revenue received and anticipated to be received to take account of:
 - 1.1.1 the sales receipts of Dwellings sold up to the date of the Viability Reassessment
 - 1.1.2 any variation in the prices of Affordable Housing Units comprised in an offer from an AHP
 - 1.2 changes to the Viability Costs incurred and anticipated to be incurred comprising:
 - 1.2.1 the land acquisition costs
 - 1.2.2 any variation in the infrastructure costs
 - 1.2.3 any variation in the build costs of Dwellings to comply with regulatory changes in the building regulations and / or Code compliance
 - 1.2.4 any variation in finance charges based on the prevailing interest rate at that time
 - 1.2.5 the actual costs of payments made in accordance with this Agreement up to the date of the Viability Reassessment.
2. The Owners shall notify the District Council and the County Council that the Viability Reassessment has commenced.
3. The Owners shall submit the Viability Reassessment to the District Council and the County Council within 1 (one) month of the occupation of the 750th Dwelling.
4. Upon receipt of the Viability Reassessment, the District Council will instruct the Independent Assessor to
 - (a) carry out an independent review of the inputs and outputs (but not the methodology of) the Viability Reassessment as expeditiously as possible;

- (b) if required by the Owners to meet to discuss the Viability Reassessment; and
 - (c) either to approve the Viability Reassessment and the Viability Reassessment Gain on behalf of the District Council or refuse such approval with reasons.
- 5. Upon any refusal of approval of the Viability Reassessment and the Viability Reassessment Gain, the Owners may either resubmit the Viability Reassessment and the Viability Reassessment Gain in which case the provisions of paragraph 4 shall apply to such resubmission, or the Owner or the District Council may refer the matter for determination pursuant to clause 11.
- 6. the Owners shall not Occupy or allow Occupation of more than 900 Dwellings until the Apportioned Viability Reassessment Gain has been paid to the County Council and the Viability Reassessment Proposals have been agreed with the District Council.
- 7. The Owners shall refund the reasonable costs of the Independent Assessor within 14 days of receipt of an invoice from the District Council in relation to those costs.
- 8. Within two months of receipt of the approval of the Viability Reassessment and the Viability Reassessment Gain, the District Council shall following agreement with the County Council in accordance with Clause 12.5 notify the Owners of the proportion of the Viability Reassessment Gain index linked to be paid to the County Council (the Apportioned Viability Reassessment Gain) and the balance of the Viability Reassessment Gain index linked to be applied towards achieving the Target Affordable Housing Provision (if any).
- 9. The Owners shall pay to the County Council the Apportioned Viability Reassessment Gain within one month of receipt of the notification under paragraph 8.
- 10. Upon receipt of the Apportioned Viability Reassessment Gain the County Council may apply the same to any of the Targets as it sees fit without recourse to the Owners.
- 11. Within one month of the notification by the District Council referred to in paragraph 8 of this Schedule, the Owners shall submit the "Viability Reassessment Proposals" to the District Council?
- 12. The Viability Reassessment Proposals shall be agreed between the District Council and the Owners or in default of agreement within one month of the submission of the Viability Reassessment Proposals for the approval of the District Council may be determined in accordance with clause 11 of this Agreement.
- 13. For the avoidance of doubt:
 - 13.1 the financial liability of the Owners in respect of the operation of the provisions of this Schedule shall not exceed the Viability Reassessment Gain ; and

13.2 nothing in this Schedule shall apply so as to reduce profit shown in the Viability Reassessment below the Viability Profit.

Part 2

The Viability Reassessment shall be undertaken and the Viability Reassessment Gain calculated in accordance with the following formula:

$$A = B - (C + D)$$

Where:

- A is the Viability Reassessment Gain
- B is the Viability Revenue
- C is the Viability Costs
- D is the Viability Profit

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

Head of Corporate Services
and Monitoring Officer

M. Moore



6580

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

Head of Law

[Signature]
[Stamp]



30517

SIGNED AS A DEED
by the said
PETER WILLOUGHBY FURNIVALL
In the presence of:-

[Signature]

Witness Signature

[Signature]

Name of Witness

TIMOTHY RYAN

Address

*1 ST JAMES COURT
WHITEFRIARS
NORWICH
NR3 1RU*

SIGNED AS A DEED
by the said
ANDREW EDWARD BUXTON
In the presence of:-

*Andrew Buxton
by his attorney
Peter Furnivall*

Witness Signature

[Signature]

Name of Witness

TIMOTHY RYAN

Address

*1 ST JAMES COURT
WHITEFRIARS
NORWICH
NR3 1RU*

SIGNED AS A DEED

by the said

RICHARD EUSTACE THOMAS GURNEY


In the presence of:-

Richard Gurney
by his Attorney
Peter E. Ryan

Witness Signature

Name of Witness

Address


TIMOTHY RYAN
1 ST JAMES COURT
WHITEFRIARS
NORWICH
NR3 1RU

SIGNED AS A DEED

by the said

GEORGE BELL


In the presence of:-



Witness Signature

Name of Witness

Address


TIMOTHY RYAN
1 ST JAMES COURT
WHITEFRIARS
NORWICH
NR3 1RU

SIGNED AS A DEED by
PERSIMMON HOMES LIMITED

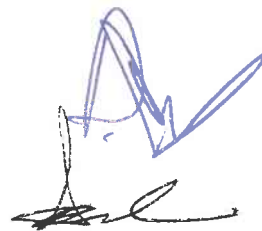
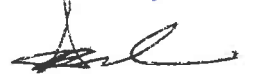
Acting by its Attorneys

ANDREW EDWARD FULLER

And

MARTIN CHARLES DAVIDSON

In the presence of:-

Attorney

Attorney

Witness Signature

Name of Witness

Address

G. Keiley
G. KEILEY
10 PERSIMMON HOUSE
COLVILLE ROAD WORLW
CULTON ROAD NR33 9QS

EXECUTED AS A DEED by
TAYLOR WIMPEY UK LIMITED
acting by two directors *all over*
or by a director and its secretary:-

Director

Director/Secretary

Robert Ward (Secretary)
TAYLOR WIMPEY UK LIMITED
TARTAN HOUSE ETNA ROAD
BURY ST EDMUNDS IP33 1JF

EXECUTED AS A DEED by
HOPKINS HOMES LIMITED
acting by two directors
or by a director and its secretary:-

Director

Director/Secretary

EXECUTED AS A DEED by
BARCLAYS BANK PLC
In the presence of:

Director

Witness Signature

Name of Witness

Address

Signed as a deed
By Yasmi Roberta Glynn Roberts *Yasmi*
as Attorney for and
on behalf of
Barclays Bank PLC
in the presence of
MARGARET
Name *ANN* Signed *MA/Kelly*

KELLY

