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**Planning Obligation by Deed of Agreement under Section 106 of the
Town and Country Planning Act 1990**

relating to the development of land at Brook Farm, Laurel Farm and
Oaks Farm, Thorpe St Andrew

Dated 28 June 2013

Philip Russell Key (1)
(the First Owner)

Gerald Basil Nicholls and Russell Gerald George Nicholls (2)
(the Second Owner)

HR Key and Son (3)
(the Tenant)

Lothbury Property Trust Company Limited (4)
(the Developer)

Broadland District Council (5)
(the Council)

Norfolk County Council (6)
(the County Council)

4.30 pm

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Deed of Agreement under Section 106

Dated

28 June 2013

Between

(1) **PHILIP RUSSELL KEY** of Meadow View, Low Road, Great Plumstead, Norwich NR13 5AY
the First Owner)

(2) **GERALD BASIL NICHOLLS** and **RUSSELL GERALD GEORGE NICHOLLS** of Oaks Farm
Toad Lane Great Plumstead Norwich NR13 5EQ as executors of the estate of Moira Nicholls
(deceased) formerly of Oaks Farm Toad Lane Great Plumstead Norwich NR13 5EQ (together
the Second Owner)

(3) **HR KEY AND SON** of Meadow View, Low Road, Great Plumstead, Norwich NR13 5AY (the
Tenant)

(4) **LOTHBURY PROPERTY TRUST COMPANY LIMITED** (company registration number
3026290) of 155 Bishopsgate, London EC2M 3TQ (the Developer)

(5) **BROADLAND DISTRICT COUNCIL** of 1 Yarmouth Road, Thorpe St Andrew,
Norwich NR7 0DU (the Council)

(6) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, NR1 2DH (the
County Council)

Recitals

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The County Council is the local highway authority, a library service provider and a planning authority and the education authority for the area in which the Site is situated
- 3 The First Owner is the freehold owner of that part of the Site shaded Blue on Plan 1 (the Blue Land)
- 4 The Second Owner is the freehold owner of that part of the Site shaded Green on Plan 1 (the Green Land)
- 5 The First Owner and the Second Owner are jointly the freehold owners of that part of the Site shaded Red on Plan 1 (the Red Land)
- 6 The Developer is the freehold owner of that part of the Site shaded yellow on Plan 1 and has an option over the Farm Land dated 1 June 2006 ("the Option")
- 7 The Tenant has the benefit of Agricultural Holdings Act 1986 tenancies over the whole of the Farm Land and enters into this Deed in order to consent to the those parts of the Site over which it has an interest being bound by its terms.

8 The Developer has submitted the Application to the Council and the parties to this Deed (the Parties) have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

9 The Parties agree that the planning obligations in this Deed are necessary to ensure that the Development is acceptable in planning terms and satisfy the requirements of Regulation 122 of the CIL Regulations.

10 The Council resolved on 19 June 2013 to grant the Planning Permission subject to the prior completion of this Deed.

11 The Parties are authorised to enter into this Deed on the terms set out below.

It is agreed

1 Definitions

For the purposes of this Deed the following expressions shall have the following meanings:

1980 Act means the Highways Act 1980.

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

Affordable Housing means housing provided in accordance with the requirements of Schedule 4 to this Deed which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market

Affordable Housing Provision means the provision of Affordable Housing Units (being 30% (thirty per cent) of the total number of Dwellings to be provided on the Site

Affordable Housing Scheme means a detailed scheme submitted to and approved by the Council in respect of each Phase for the provision of Affordable Housing on that Phase which shall: include a number of Affordable Housing Units which is not less than 30% of the total number of Dwellings in that Phase; provide for a mix and type of Affordable Housing Units to the intent that 50% of the Affordable Housing Units shall be Affordable Rental Units 30% of the Affordable Housing Units shall be Intermediate Housing Units and the remaining 20% of the Affordable Housing Units shall be Discounted Market Dwellings; provide for the location of such Affordable Housing Units to be integrated into and within the Development; set out a timetable and programme for the provision of the Affordable Housing Units; and otherwise comply with the requirements of Schedule 4 (or such amended or replacement Affordable Housing Scheme as the Council may approve in writing from time to time)

Affordable Housing Units means individual Dwellings constructed or provided as part of the Development for Affordable Housing

Affordable Rental Units means Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Provision and the Affordable

Housing Scheme to be let by a Registered Provider on a weekly or monthly tenancy at an affordable rent (being not more than 80% of Market Rent) and in accordance with the requirements of Schedule 4

Application means the outline application for the development of the Site for a sustainable urban extension comprising 600 dwellings, 14.6 hectares of employment land for B1, B2 or B8 purposes, local centre (including 1,035 square metres of A1 retail and a community hall), site for railway halt and associated open space dated 7 July 2009 submitted to the Council and allocated reference number 20090886.

CIL Charging Schedule means a document produced in accordance with Part 11 of the CIL Regulations setting out rates to be charged for development for the purposes of funding infrastructure.

CIL Regulations means the Community Infrastructure Levy Regulations 2010 as amended.

Commencement of Development means the date on which any material operation under Section 56(4) of the Act comprised in the Development begins to be carried out pursuant to the Planning Permission other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance (including relocation of spoil), demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "**Commence Development**" shall be construed accordingly PROVIDED ALSO THAT for the purposes of paragraphs 3 and 4 of Schedule 3 to this Deed Commencement of Development will not include any work to construct the link road forming part of the Development.

Commercial Development means the employment land and local centre (excluding the Community Facilities)

Community Facilities means the provision of a community hall

Community Facilities Contribution means the sum of two hundred thousand pounds (£200,000)

Community Facilities Land means the site of the Community Facilities having an area of 0.075 hectares to be provided in the area coloured blue on Plan 2 or in such other location as the Owners and the Council may agree

Community Facilities Transfer Notice means the written notice served by the Council on the Owners pursuant to paragraph 2.1 of Schedule 5

Community Uses means social activities, religious uses, arts and recreational uses (including indoor sports)

Development means the development of the Site permitted by the Planning Permission.

Discounted Market Dwelling means Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Provision and the Affordable Housing Scheme as Dwellings for sale at a price which in each case is 20% (twenty per cent) less than the Open Market Value of such Dwelling unless the 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 amendment thereto required by the Land Registry and any reasonable amendment agreed between the parties thereto):

“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 donor or the donee that the provisions of paragraph [] of Schedule 4 to an Agreement dated [2013] and made between Philip Russell Key (1) Gerald Basil Nicholls and Russell Gerald George Nicholls (2) HR Key and Son (3) Lothbury Property Trust Company Limited (4) Broadland Council (5) and Norfolk County Council (6) containing planning obligations relating to land at Brook Farm and Laurel Farm, Thorpe St Andrew, Norfolk have been complied with”

Dwelling means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

Education Contribution means the sum of two million five hundred and fifty nine thousand pounds (£2,559,000) to provide additional primary school and secondary school facilities within the vicinity of the Site required as a consequence of the residential element of the Development

Farm Land means the Blue Land, the Green Land and the Red Land

Head of Planning means the Council's Head of Planning or such other officer duly authorised to act on his behalf.

Home Buy Agent means an organisation or company reasonably specified by the Council to advertise for sale the Discounted Market Dwellings

Index:

- (a) in relation to the Education Contribution means the RICS Building Cost Information Service All In Tender Index; and

(b) in relation to all other contributions means the All Items Index of Retail Prices issued by the Office for National Statistics.

Interest means interest at two (2) per cent above the base lending rate of the National Westminster Bank Plc from time to time.

Intermediate Housing Units means intermediate or shared ownership housing provided as part of the Development and pursuant to the Affordable Housing Provision and provided on a Shared Ownership Lease

Libraries Contribution means the contribution of thirty six thousand pounds (£36,000) to be paid to the County Council to provide library facilities to serve the residential element of the Development

Market Rent means the estimated rent at which a Dwelling should be let 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 act knowledgeably prudently and without compulsion

Occupation means beneficial occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** shall be construed accordingly

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 Deed are disregarded (iii) there has been a reasonable period within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market (v) and both the buyer and the seller acted knowledgeably prudently and without compulsion

Owners means collectively the First Owner, the Second Owner and the Developer regarding the interests held in the Site in accordance with recitals 3,4, 5, and 6 and their respective successors in title

Phase means a phase of the Development identified on the Phasing Plan (including any amended Phase approved by the Council in writing from time to time)

Phasing Plan means the illustrative phasing plan identifying the Phases of the Development to be approved by the Council in writing as part of the discharge of the conditions to the Planning Permission

Plan 1 means the plan attached to this Deed and marked "Plan 1".

Plan 2 means the plan attached to this Deed and marked "Plan 2"

Planning Obligations Co-Ordinator means the County Council's Planning Obligations Co-Ordinator or such other officer duly authorised to act on his behalf.

Planning Permission means the outline planning permission granted by the Council pursuant to the Application in substantially the same form of the draft planning permission in the Second Schedule

Play Facilities means:

- (a) two local equipped areas of play (LEAP) to cater for pre-school to mid-teen children; and
- (b) one multi-use games area (MUGA) for older children, and comprising areas for formal and casual play

Play Facilities Maintenance Contribution means the sum of twenty nine thousand two hundred and seventy five pounds (£29,275) in respect of the LEAPs and sixteen thousand five hundred and seventy five pounds (£16,575) in respect of the MUGA.

Practical Completion means issue of a certificate of practical completion by the Developer's architect or in the event that the Development is constructed by a party other than the Developer the issue of a certificate of practical completion by that other party's architect

Protected Tenant means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit.

Qualifying Occupiers means in relation to any person to be housed in an Affordable Rental Unit such 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 as defined in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) or where such persons have been exhausted any person nominated by the Council on the Broadland Housing Register which the Registered Provider owning or managing the Affordable Housing Units on the Site is entitled to house within its rules

Rail Halt Land means the land indicated coloured green on Plan 2 and comprising an approximate area of no greater than 0.37 hectares

Rail Halt Transfer Notice means a written notice served by the Council on the First Owner and the Developer pursuant to paragraph 1 of Schedule 6

Recreational Facilities Contribution means the sum of five hundred and forty thousand pounds (£540,000) to be used as follows:

- (i) seventy five thousand pounds (£75,000) as a contribution equal to the provision of 1 x full-size natural turf football pitch; or, the same capital sum as a contribution towards the provision of a 3G pitch;
- (ii) two hundred and thirty five thousand pounds (£235,000) as a contribution equal to the provision of 2-team changing block of conventional construction, and including match officials' accommodation.
- (iii) sixty thousand pounds (£60,000) as a contribution equal to the provision of parking space for 30 cars.
- (iv) one hundred and sixty thousand pounds (£160,000) as a contribution towards the cost of the provision, or improvement of tennis courts and/or multi-functional courts, in an appropriate location.
- (v) ten thousand pounds (£10,000) as a contribution towards the improvement of lawn bowl facilities in an appropriate location

(collectively known as the **Recreational Facilities**)

Registered Provider means a registered provider within the meaning section 80 of the Housing and Regeneration Act 2008 (and any re-enactment amendment or successor provision) either:

- (a) drawn from the list of approved Register Provider provided by the Council; or
- (b) otherwise approved by the Council for the purposes of this Deed such approval not to be unreasonably withheld.

Shared Ownership Lease means a lease of an Intermediate Housing Unit granted at a premium whereby up to a maximum of 50% (fifty per cent) on first purchase of the equitable

interest in the Intermediate Housing Unit is paid by the tenant on completion of such lease or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to purchase the freehold of a Intermediate Housing Unit by instalments at some future date or dates and allows a rental to be charged on the remainder of the equitable interest not exceeding 2.75% of the equity retained by the Registered Provider rising with inflation on an annual basis (or such other measure of affordable rent as the Council shall approve in writing)

Shared Ownership Terms means a lease of an Affordable Housing Unit in the form of the Homes and Communities Agency's (or any successor body's) standard lease and of a type within the definition of "disposed of on shared ownership terms" in Section 2(6) of the Housing Act 1996

Site means the land against which this Deed may be enforced as shown edged red on the Plan 1

Transport Contribution means the contribution of one million one hundred and ninety one thousand pounds (£1,191,000) to be paid to the County Council and comprising the Travel Plan Contribution and the Transport Facilities Contribution

Transport Facilities means the provision or improvement of public transport infrastructure and services serving the Development, including but not limited to services and infrastructure which assist in fulfilling the objectives of the Travel Plan

Transport Facilities Contribution means the sum of nine hundred and ninety nine thousand five hundred (£995,500) to be paid to the County Council to provide the Transport Facilities

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

Travel Plan Contribution means the sum of one hundred and ninety five thousand five hundred pounds (£195,500) payable to the County Council

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

Construction of this Deed

- 1.1 Where in this Deed reference is made to any Recital, Clause, Paragraph, Schedule, Plan or Annex such reference (unless the context otherwise requires) is a reference to a recital,

clause, paragraph, schedule in this Deed or in the case of a plan or annex annexed to this Deed.

1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

1.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually but only in the context of the land within their ownership at the time of the breach unless there is an express provision otherwise.

1.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

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

2 Legal basis

2.1 This Deed is made under Section 106 of the Act with the intention that it should bind the First Owner's, the Second Owner's the Tenant's and the Developer's respective interests in the Site as provided by that Section.

2.2 The covenants, restrictions and requirements imposed upon the First Owner, the Second Owner and the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the First Owner, the Second Owner and the Developer in relation to that part of the Site within their respective ownership to which the planning obligations relate unless expressly provided differently within this Deed.

2.3 The Tenant acknowledges and declares that this Deed has been entered into by the First Owner and the Second Owner with its consent and that the Farm Land shall be bound by the obligations contained in this Deed PROVIDED THAT the Tenant shall otherwise have no liability under this Deed unless it Commences Development on any part of the Farm Land in which case it too will be bound by the obligations as if it were a person deriving freehold title from the First Owner or the Second Owner or both of the First Owner and the Second Owner

jointly (as appropriate). For the avoidance of doubt, the Tenant shall only be liable for any continuing breaches or breach of this Deed if it has itself caused the breach whilst being in possession and control of the Farm Land and having Commenced the Development on the Farm Land and shall in no circumstances be liable for any pre-existing breach, and shall have no liability after it no longer has an interest in the Farm Land (or the relevant part thereof)

2.4 The obligations in Clause 5 and Schedule 6 are entered into by the Council under Section 111 of the Local Government Act 1972

2.5 The obligations in Clause 6 and Schedule 7 are entered into by the County Council under Section 111 of the Local Government Act 1972.

3 Conditionality

3.1 Subject to Clause 3.2 the obligations in this Deed will not have effect unless:

3.1.1 the Planning Permission is granted; and

3.1.2 the Commencement of Development has taken place.

3.2 The obligations in Clause/Paragraph 7.1 shall have effect from the date of this Deed

3.3 Neither the First Owner, the Second Owner nor the Developer shall carry out or permit the Commencement of Development on any part of the Site within their ownership to take place without the prior written consent of all the remaining Owners having been served in writing on the Council provided that this restriction will no longer apply once any of the First Owner, the Second Owner or the Developer ceases to have an interest in that part of the Site where such commencement is due to take place.

3.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of all of the First Owner, the Second Owner and the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development and in such circumstances the Council will cancel any entry on the register of local land charges relating to this Deed.

4 The Owner's and Developer's covenants

4.1 The First Owner in relation to the Blue Land, The Second Owner in relation to the Green Land, the First and Second Owners jointly in relation to the Red Land and the Developer in relation to the Yellow Land covenant with the Council as set out in Schedules 3 and 4.

4.2 The First Owner in relation to the Blue Land, The Second Owner in relation to the Green Land, the First and Second Owners jointly in relation to the Red Land and the Developer in relation to the Yellow Land covenant with the County Council as set out in Schedule 5.

4.3 The Developer covenants in relation to the Farm Land it also enters into this Deed under the Option and that as a person interested in those parts of the site by virtue of the Option shall be bound upon the exercise of the Option the obligations as set out in Schedules 3, 4 and 5 as a successor in title to the relevant Owners PROVIDED THAT until the Developer is the freehold owner of any part of the Site owned by the First Owner or the Second Owner (or sooner if the Developer Commences the Development on any such part of the Site) it shall have no liability in relation to the Farm Land.

5 The Council's covenants

The Council covenants with the First Owner and the Second Owner and the Developer as set out in Schedule 6.

6 The County Council's covenants

The County Council covenants with the First Owner and the Second Owner and the Developer as set out in Schedule 7.

7 Council's costs

7.1 The Developer shall pay to the Council and the County Council on completion of this Deed the reasonable and properly incurred respective legal costs of the Council and the County Council incurred in the negotiation, preparation and execution of this Deed.

8 Third Party Rights

8.1 Save for the Developer (in the case of the Developer being a successor in title to the First Owner, the Second Owner or the First Owner and the Second Owner jointly at the date of this Deed) no provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1991.

9 Release and Discharge

9.1 The First Owner, the Second Owner and the Developer including for the avoidance of doubt their successors in title and assigns shall cease to have any obligation or liability under the terms of this Deed in relation to the Site or any part of it once they shall have parted with all of their respective interests in the Site or that part save in so far as it relates to any relevant prior breach of their obligations under this Deed.

9.2 This Deed (except for and in accordance with paragraphs 3, 4 and 15 of Schedule 4) shall not be enforceable against owner-occupiers or tenants of Dwellings nor against those deriving title from them nor against any statutory undertaker or authority other than the Council or the County Council which acquires any part of the Site or interest in it for the purposes of its

statutory undertaking or functions and the liability of the Owners (other than the purchasers specified in this Clause) under this Deed shall continue notwithstanding such sales except insofar as such liability is specifically restricted under the terms of this Deed.

9.3 Any covenant on the part of the Owners shall be deemed for the purposes of this Deed to be a several covenant on the part of the First Owner, the Second Owner, the First and Second Owners (jointly) or the Developer and each of the Owners shall only be liable under the terms of this Deed:

(a) so far as the carrying out of any works under or pursuant to this Deed is concerned for that part of the relevant works as may fall within that Owner's ownership

(b) so far as any other obligations or restrictions under this Deed are concerned only insofar as the relevant obligation or restriction relates to land within that Owner's ownership

10 Miscellaneous

10.1 This Deed shall be registrable as a local land charge by the Council.

10.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

10.2.1 the Council by the Head of Planning;

10.2.2 the County Council by the Planning Obligations Co-Ordinator

and any notices shall be deemed to have been properly served only if sent by recorded delivery to all of the principal addresses or registered offices (as appropriate) of the relevant Owners.

10.3 The Council will on the written request of any of the Owners certify within 20 (twenty) working days of the receipt of such request whether an obligation under this Deed has been satisfied and if it has been satisfied the Council will cancel any entry on the register of local land charges in relation to that obligation or that part of the Site or both (as appropriate).

10.4 Insofar as any Clause or Clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 10.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

11 Community Infrastructure Levy

If after the date of this Deed a CIL Charging Schedule takes effect which is applicable to the Development or any part of it the Parties agree that they will review the obligations under this Deed and modify them to the extent necessary to ensure that when combined with the impact of the Community Infrastructure Levy the obligations in this Deed are financially and practically no less advantageous and not more onerous to the Owners and the Developer than at the time of this Deed.

12 Dispute Resolution

- 12.1 If there is a dispute between any of the Parties in respect of any matter to be agreed pursuant to this Deed such dispute shall be determined in accordance with this Clause 12 and any Party may at any time (except where timescales are set out in specific Clauses or Paragraphs) require by notice in writing to the other Party (copying by notice in writing to the other Parties) an Expert to be appointed to resolve the dispute.

- 12.2 The Expert may be agreed upon by those Parties in dispute and in default of such agreement within one (1) month of a requirement being made pursuant to Clause 12.1 shall be appointed by the President or Vice President (or deputy) for the time being of the Chartered Institute of Arbitrators on the application of the Party or Parties made at any time after the one (1) month period:

- (a) if a dispute relates to construction, interpretation and/or the application of this Deed the Expert shall be a barrister or a solicitor;
- (b) if a dispute necessitates any calculation or otherwise concerning a financial aspect of this Deed the Expert shall be a chartered accountant;
- (c) if a dispute relates to the valuation of any interest or estate in any part of the Site the Expert shall be a RICS Chartered Surveyor;
- (d) if a dispute relates to Affordable Housing the Expert shall be an appropriately qualified member of the Royal Town Planning Institute;
- (e) if a dispute relates to education the Expert shall be an appropriately qualified person in the field of primary and secondary education facility provision;

- (f) a dispute relates to transport the Expert shall be an appropriately qualified person in the field of transport;
- (g) in any other case the Expert shall be either an architect or civil engineer;
- (h) if a dispute relates to a matter falling within 2 (two) or more of sub-Clauses 14.2(a)–12.2(f) the President of the Chartered Institute of Arbitrators may appoint such person or persons falling within the description of sub-Clauses 12.2(a)–12.2(f) as he thinks appropriate including joint Experts; and
- (i) if the Expert nominated pursuant to such application shall die or decline to act another Expert may be appointed in his place as agreed between the relevant Parties.

12.3 Notice in writing of the appointment of an Expert pursuant to this Clause 12 shall be given by the Expert to the Parties who are in dispute (copy notice in writing to the remaining Parties) and he shall invite each of the Parties in dispute to submit within a specified period (which will not exceed 3 (three) weeks) any written representations each wishes to make to him and any submissions shall be provided to the Parties with an invitation to respond within a specified period (not exceeding 2 (two) weeks).

12.4 The Expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said specified period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.

12.5 The Expert shall give notice in writing of his decision with reasons to all of the Parties to this Deed within 6 (six) weeks of his appointment or within such extended period as the disputing Parties may together allow.

12.6 The decision of the Expert shall be final on all matters referred to him and in the absence of manifest error shall be binding on all of the Parties including for the avoidance of doubt those Parties who did not form part of the original dispute.

12.7 If for any reason the Expert fails or is unable or unwilling to make a decision and give notice thereof in accordance with Clauses 12.3 to 12.5 the Disputing Party or Parties may apply to the President of the Chartered Institute of Arbitrators for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).

12.8 Each Disputing Party shall bear its own costs save that the fees of the Expert and of the Chartered Institute of Arbitrators shall be in the Expert's award.

12.9 Nothing in this Clause 12 shall be taken to fetter any of the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

13 Waiver

No waiver (whether expressed or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

14 Change in ownership

Save for the transfer or charging/mortgaging of individual Dwellings, the Owners agree with the Council and the County Council to give the Council and the County Council immediate written notice of any change in ownership of any of their respective interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site transferred by reference to a plan.

15 Indexation

15.1 Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable.

15.2 Any sum referred to in the Fifth Schedule shall be increased by an amount equivalent to the increase in the Index from 17 August 2011 until the date on which such sum is payable

16 Interest

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

17 VAT

All payments given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

18 Jurisdiction

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

19 Delivery

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

20 Indemnity

In consideration of the First Owner and the Second Owner and the Tenant entering into this Deed the Developer, for so long as it has the benefit of the Option, covenants with the First Owner and the Second Owner and the Tenant to indemnify the First Owner and the Second Owner and the Tenant

against any claims demands proceedings damage losses costs expenses or payments arising as a result of their entering into this Deed and/or as a result of a breach by the Developer (including any successor in title to the Developer) of this Deed.

21 Notification

21.1 Each of the Owners covenant with the Council and the County Council to give all of the Parties written notice of Commencement of Development of any part of the Site within their ownership.

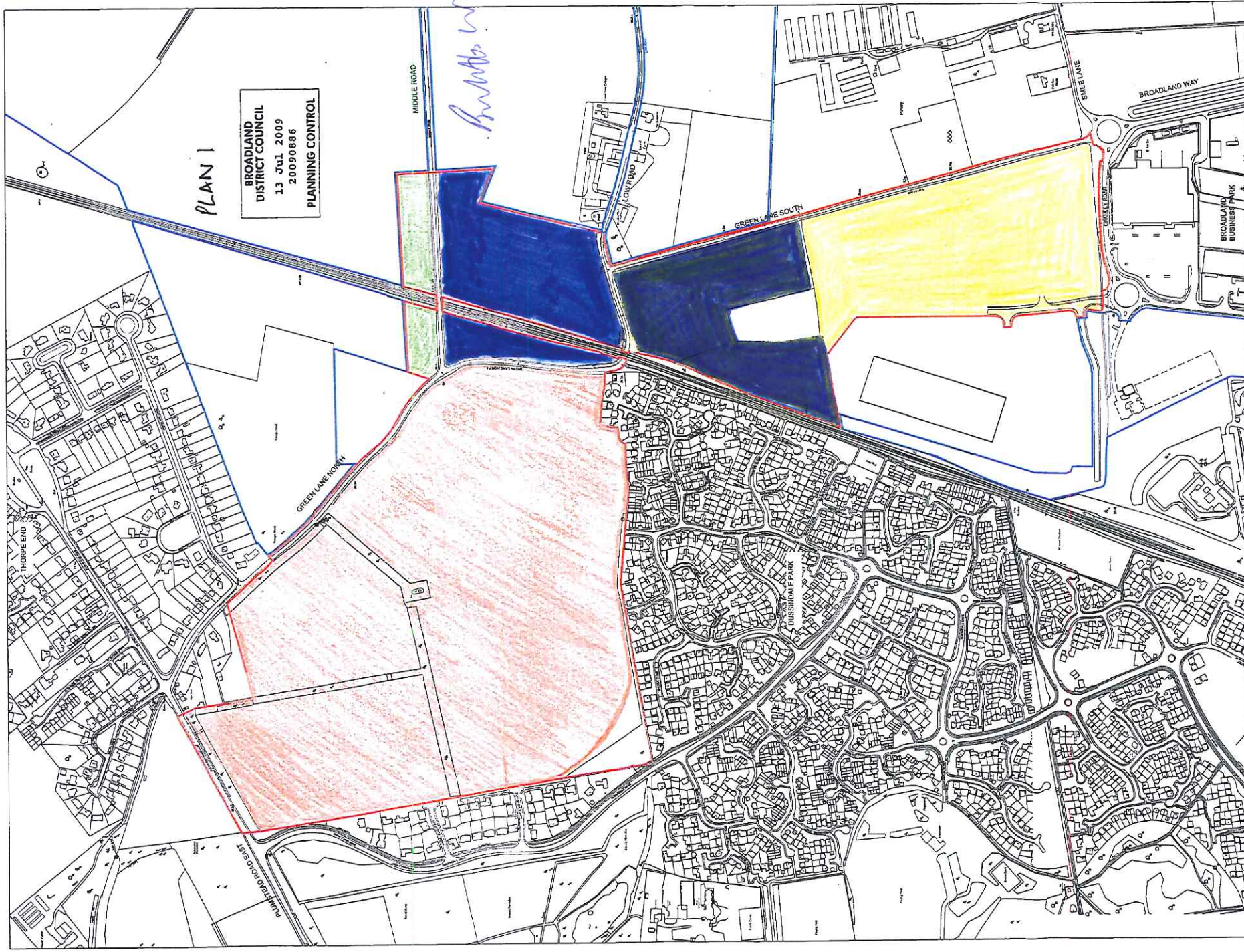
21.2 The relevant Owner covenants with the Council and the County Council to give them and all of the Parties written notice of:

- (a) Commencement of Development and, if different, Commencement of Development of the Blue Land;
- (b) the carrying out of any work to construct the Link Road forming part of the Development;
- (c) the date of construction of the first Dwelling pursuant to the Planning Permission;
- (d) the date of construction of the hundredth Dwelling pursuant to the Planning Permission;
- (e) the date of construction of the one hundred and fiftieth Dwelling pursuant to the Planning Permission;
- (f) the date of construction of the two hundred and fiftieth Dwelling pursuant to the Planning Permission;
- (g) the date of construction of the four hundred and fiftieth Dwelling pursuant to the Planning Permission;

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

Schedule 1 – Land Ownership

Red Land:	Land known as Brook Farm and part of Laurel Farm, Great Plumstead, Norfolk part of which is registered with Title No. NK419669
Blue Land:	Land known as Laurel Farm, Great Plumstead, Norfolk title to which stems from a Deed of Gift dated 18 August 1987 between (1) I E key and (2) P R Key
Green Land:	Land known as Oaks Farm, Great Plumstead, Norfolk title to which stems from a Deed of Gift dated 3 April 1987 between (1) I E key and (2) P R Key and M I Nicholls
Yellow Land	Land to the west of Green Lane, Great Plumstead, Norfolk part of which is registered with Title Nos: NK345637 and NK342063



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All dimensions are to be checked on site and the plan shall be amended if any discrepancy is found. The plan shall be amended if any discrepancy is found. The plan shall be amended if any discrepancy is found.

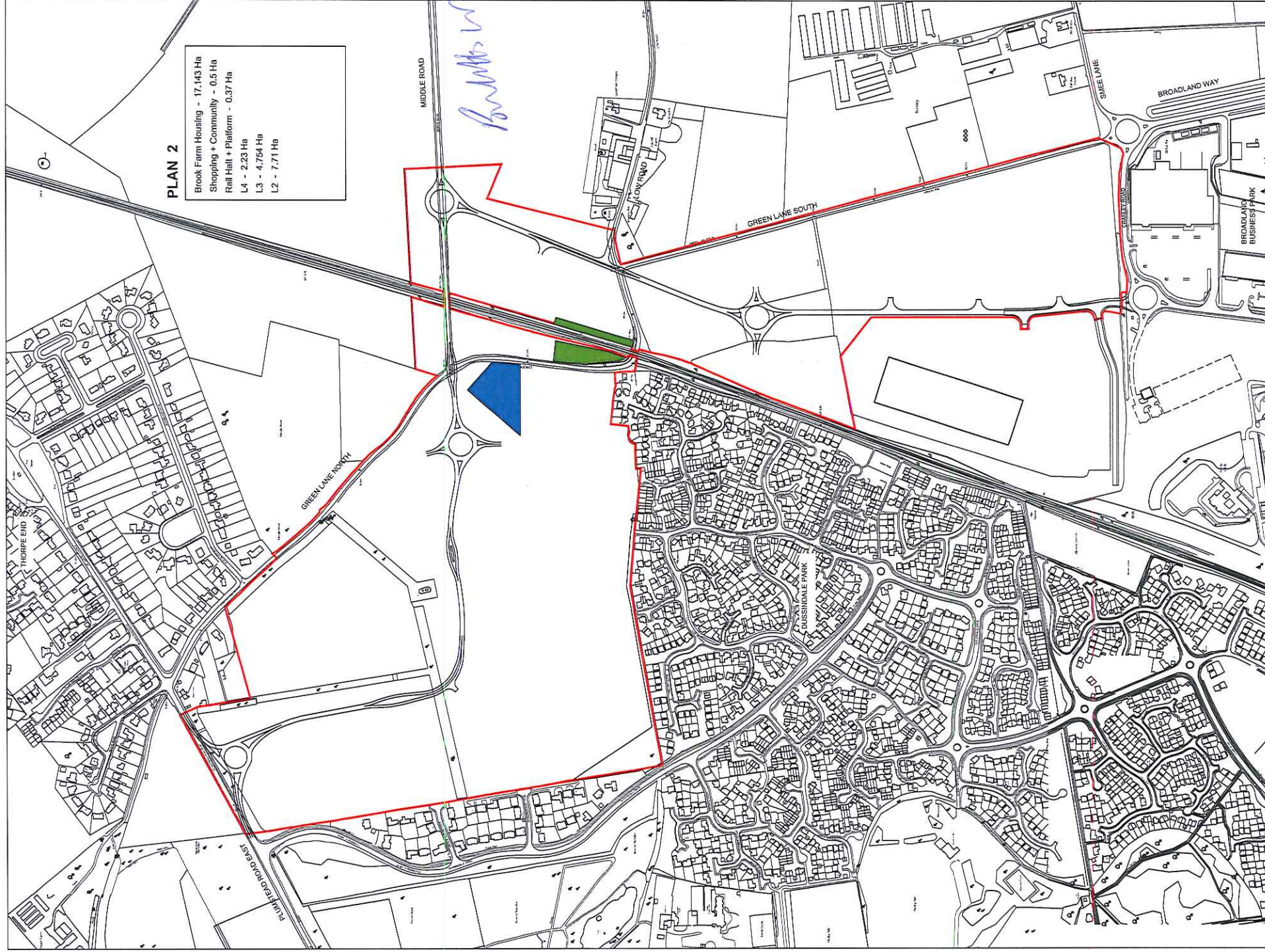


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Application Site of 57.4 Ha
Adjacent Land Controlled by the Applicant

	A	RR	09.01.09	Site Boundaries Updated
	B	RR	13.01.09	Site Boundaries Updated
	C	RR	16.02.09	Application Site Boundary Updated and Approved

Lofbury Property Trust	
Brook Farm & BBP Extension	
Site Boundary Plan	
Scale	1:2500 @ A1
Date	13/07/2009
Drawn by	25957/1000
Check by	C



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 All dimensions are to be checked on site and the Architect notified of any discrepancies.
 Information from this drawing for Constructional purposes

Application Site of
 57.60 Ha

Shopping + Community
Rail Hall + Platform



A	RR	08.01.09	Development Area Updated
B	RR	09.01.09	Site Boundary / Area Updated
C	RR	12.01.09	Site Boundary / Site Area Updated
D	RR	11.06.13	Area Coloured dated

l&l architects
 Limited
 100 Broadland Way
 Broadland Business Park
 Norwich NR11 1JH
 Tel: 01203 914114
 Fax: 01203 914115
 Email: info@l-l.co.uk
 www.l-l.co.uk

Lathbury Property Trust	Brook Farm & BBP Extension
Site Area Schedule	
Area: 12500 @ A1	Area: 120109
Scale: 2505 / 1901	Scale: D

Schedule 2 – Form of notice of Planning Permission



www.broadland.gov.uk

Application Number
20090886

LSI Architects LLP
The Old Drill Hall
23A Cattle Market Street
Norwich
NR1 3DY

**Date Of Decision :
Development :**

Development of Sustainable Urban Expansion Comprising 600 Dwellings, Link Road, 14.6HA of Employment Land for B1, B2 or B8 Purposes, Local Centre (Including 1035m2 of A1 Retail/Community Hall), Site for Railway Halt and Associated Open Space (Outline)
Land at Brook Farm & Laurel Farm, Green Lane, Thorpe St Andrew
Lothbury Property Trust Company Ltd

**Location :
Applicant :**

Town & Country Planning Act 1990

The Council in pursuance of powers under this Act **GRANTS OUTLINE PLANNING PERMISSION** for the development referred to above in accordance with the submitted plans and application forms subject to the following **conditions**:-

- 1 Application for approval of ALL "reserved matters" must be made to the Local Planning Authority not later than the expiration of TEN years beginning with the date of this decision.

The development hereby permitted must be begun in accordance with the "reserved matters" as approved not later than the expiration of TWO years from either, the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last such reserved matter to be approved.
- 2 Application for the approval of the "reserved matters" for each parcel of land or phase of development shall include plans and descriptions of the:
 - i) details of the layout;
 - ii) scale of each building proposed
 - iii) the appearance of all buildings including the precise details of the type and colour of the materials to be used in their construction;
 - iv) the landscaping of the site.
Approval of these "reserved matters" must be obtained from the local planning authority in writing before any development is commenced and the development shall be carried out in accordance with the details as approved.
- 3 Prior to the submission of any reserved matters for each phase or parcel of land an Implementation Phasing Plan shall be submitted to and approved in

writing by the Local Planning Authority, which identifies the phases of infrastructure, structural landscaping and development parcels.

4 Prior to the occupation of development of the hereby approved scheme the upgrade works to the Postwick A47 interchange as set out in drawing reference R1C093-R1-2001 Revision D with associated drawings, and forming part of the Broadland District Council planning application reference 20081773, shall be completed to the written satisfaction of the Local Planning authority and the County Planning Authority in consultation with the Highways Agency on behalf of the Secretary of State.

5 Prior to the commencement of development a detailed scheme for the link road between Peachman Way and Plumstead Road East as indicated in principle on drawing number 2718R/01/15 Revision A shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The detailed link road as maybe approved shall be completed and available for public use prior to the first occupation of any parcel or phase of development.

6 Prior to the commencement of development full details of soft landscaping proposals for the hereby approved link road shall be submitted to and approved in writing by the Local Planning Authority. These details shall include, as appropriate:

- Planting plants
- Written specifications (including cultivation and other operations associated with plant and grass establishment)
- Schedules of plants, noting species planting sizes and proposed numbers/densities where appropriate
- Implementation timetables

7 Prior to the commencement of development of (i) the hereby approved link road and subsequently (ii) any parcel or phase of the business park element as may be submitted through a reserved matters planning application, a schedule of landscape maintenance for a minimum of 5 years shall be submitted to and approved in writing by the Local Planning Authority. The schedule shall include details of the arrangements for its implementation.

8 Concurrently with the detail required to be submitted in respect of Condition 2 the following details shall be submitted to and approved by the Local Planning Authority:

- the layout of the site and any development thereon which shall be based upon an accurate survey of the site and to include levels (existing and proposed), gradients, sections in relation to adjoining sites
- an accurate plan showing the position, height and spread and species of all existing trees and hedges within and on the boundaries of the site including measures for their protection during the course of the development of the site
- the landscaping of the site (including any proposed changes to existing ground levels, means of enclosure and boundary treatments, hard surfaced areas and materials, planting plans, specifications and schedules, existing plants to be retained and showing how account has

- been taken of any underground services).
- the layout of foul sewers and surface water drains
- water and energy efficiency measures.
- the provision, alignment, height and materials of all walls, fences and other means of enclosure
- provision to be made for the parking, loading and unloading of vehicles
- the provision to be made for the storage and disposal of refuse
- details of the siting and design of housing for public utilities (e.g. electricity sub-stations).

9

Prior to the commencement of development of each parcel or phase of the business park element of the approval full details of both hard and soft landscape proposals shall be submitted to and approved in writing by the Local Planning Authority and these works shall be carried out as approved. These details shall include as appropriate:

- Proposed finished levels or contours;
- Means of enclosure;
- Car parking layouts;
- Other vehicle and pedestrian access and circulation areas;
- Hard surfacing materials;
- Structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting etc.);
- Proposed and existing functional services above and below ground (e.g. drainage, power, communication cables, pipelines etc. indicating manholes, supports etc.);
- Retained historical landscape features and proposals for restoration, where relevant.

Soft landscaping works shall include:

- Planting plants;
- Written specifications (including cultivation and other operations associated with plant and grass establishment);
- Schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate;
- Implementation programme.

10

The development hereby permitted shall not be carried out otherwise than in accordance with the plans and documents listed below.

11

The development hereby permitted shall be restricted to no more than 600 dwellings (for this purpose a dwelling includes a house, flat or maisonette), 49,676sqm of B2/B8 general industrial/storage use, 7,805sqm of B1 use and 1,035sqm of A1 retail/D1 community use. The zoning of which shall be as per the indicative layout of drawing number 2595 1903 Revision A.

12

No individual Class A1 retail unit (as identified in the Schedule to the Town and Country Planning (Use Classes) Order 1987) shall exceed 500sqm.

13

No residential property as may be proposed by the submission of reserved matters planning applications shall exceed 3-storeys in height.

14

No building as may be proposed by the submission of reserved matters planning applications shall exceed 15m in height.

15

Prior to the commencement of the business park element of the development hereby permitted full details (in the form of scaled plans and/or written specifications) shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority to illustrate the following:

- i) Roads, footways, cycleways, foul and on-site water drainage
- ii) Roads and footways
- iii) Foul and surface water drainage
- iv) Visibility splays
- v) Access arrangements
- vi) Parking provision in accordance with adopted standard
- vii) Loading areas
- viii) Turning areas

16

No works shall commence on site until the details of Wheel Cleaning facilities for construction vehicles have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. For the duration of the construction period all traffic associated with the construction of the development permitted shall use the wheel washing facilities as approved.

17

Prior to the commencement of any works a Construction Traffic Management Plan and Access Route which shall incorporate adequate provision for addressing any abnormal wear and tear to the highway shall be submitted to and approved in writing with the Local Planning Authority in consultation with Norfolk County Council Highway Authority together with proposals to control and manage construction traffic using the 'Construction Traffic Access Route' and to ensure no other local roads are used by construction traffic. For the duration of the construction period all traffic associated with the construction of the development shall comply with the Construction Traffic Management Plan and use only the Construction Traffic Access Route and no other local roads unless otherwise approved in writing by the Local Planning Authority in consultation with the Highway Authority.

18

No works shall commence on the site until the Traffic Regulation Order for the prohibition of vehicles on Green Lane between Smea Lane and Low Road has been secured by the Highway Authority.

19

The development hereby permitted shall not be commenced until an Interim Travel Plan has been submitted, approved and signed off by the Local Planning Authority in consultation with the Highway Authority, such a Travel Plan shall accord with Norfolk County Council document 'Guidance Notes for the Submission of Travel Plans' or be produced using the Workplace Travel Plan Generator Tool, www.worktravelplan.net. No part of the development hereby permitted shall be occupied prior to implementation of the Travel Plan referred to in this condition. During the first year of occupation an Approved Full Travel Plan based on the Interim Travel Plan referred to above shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The Approved Full Travel Plan shall be implemented in accordance with the timetable and targets contained

therein and shall continue to be implemented as long as any part of the development is occupied subject to approved modifications agreed by the Local Planning Authority in consultation with the Highway Authority as part of the annual review.

20

No development shall take place within the site until the applicant, or their agents or successors in title, has:

- a) caused to be implemented a programme of archaeological evaluation in accordance with a first written scheme of investigation which has been submitted to and approved in writing by the local planning authority; and next
- b) submitted the results of the archaeological evaluation to the local authority; and next
- c) secured the implementation of a programme of archaeological mitigatory work in accordance with a second written scheme of investigation which has been submitted to and approved in writing by the local planning authority.

21

Concurrently with the submission of the "reserved matters" required by Condition 1 above a desk study (A) must be submitted to the Local Planning Authority in line with current good practice guidance. The report must include a conceptual site model and risk assessment to determine whether there is a potentially significant risk of contamination that requires further assessment.

Based on the findings of the desk study a site investigation and detailed risk assessment (B) must be completed to assess the nature and extent of any contamination on the site, whether or not it originated on the site. The report must include:

- 1) A survey of the extent, scale and nature of contamination
- 2) An assessment of the potential risks to; human health, property (existing or proposed) including buildings, crops, livestock, pets, woodland, service lines and pipes, adjoining land, groundwaters and surface waters, ecological systems, archaeological sites and ancient monuments.

The report must also include a revised and updated conceptual site model and detailed risk assessment. There must be an appraisal of the remedial options, and proposal of the preferred remedial option(s). This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11' and other accepted good practice guidance.

Based on the findings of the site investigation a detailed remediation method statement (C) must be submitted for approval in writing by the Local Planning Authority. Remediation must bring the site to a condition suitable for the intended use by removing or mitigating unacceptable risks to the identified receptors. The method statement must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site cannot be determined as Contaminated Land as defined under Part 2A of the Environmental Protection Act 1990. The Local Planning Authority must be given a minimum of two weeks written notification of the commencement of the remediation scheme works.

Following the completion of the remedial measures identified in the approved

remediation method statement a verification report (D) (also called a validation report) that scientifically and technically demonstrates the effectiveness and success of the remediation scheme must be produced. Where remediation has not been successful further work will be required.

In the event that previously unidentified contamination (E) is found during the development, it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken as set out above and where remediation is necessary a remediation method statement and post remedial validation testing must be produced and approved in accordance with Condition the above.

No development shall commence on site until a full or phased scheme has been submitted to, and agreed by the Local Planning Authority in consultation with Norfolk Fire Service, for the provision of at least [one] fire hydrant (served by mains water supply) [for every 50 dwellings forming part of the development] and no dwelling shall be occupied until the hydrant(s) serving the property or group of properties has been provided to the satisfaction of the Local Planning Authority in consultation with Norfolk Fire Service.

No development shall commence on site until a full or phased scheme has been submitted for the provision of at least 0.75 fire hydrants per hectare (served by a 150 - 180mm main water supply depending on the mix and type of commercial uses) for the benefit of the commercial development in a location agreed with the Local Planning Authority in consultation with Norfolk Fire Service and should meet the requirements of Building Regulations Approved Document B Volume 2 Sections 15 & 16 (Fire Hydrants/Water Supplies and Vehicle Access). The commercial development buildings shall not be occupied until the hydrants have been provided to the satisfaction of the Local Planning Authority in consultation with the Norfolk Fire Service.

Prior to the commencement of each parcel or phase of development (including the road scheme), full details of any external lighting to be erected on site shall be submitted to and approved by the Local Planning Authority. The equipment shall be installed, operated and maintained in accordance with the approved plans.

All existing trees, shrubs, and other natural features not scheduled for removal shall be fully safeguarded during the course of the site works and building operations (see BS5837 : 2012 - Trees in relation to design, demolition and construction - Recommendations). No works shall commence on site until all trees, shrubs, or features to be protected are fenced along a line to be agreed with the Local Planning Authority in accordance with the relevant sections of the above BS standard.

Such fencing shall be maintained during the course of the works on site. No unauthorised access or placement of goods, fuels or chemicals, soil or other materials shall take place inside the fenced area.

Prior to the commencement of development a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved

details before the development is completed.

The scheme shall also include:

- Infiltration testing to determine the depth of the water table and the infiltration rates across the site, and the use of infiltration drainage wherever appropriate.
- Written confirmation from Anglian Water that the proposed rates of discharge into Anglian Water Sewers from each area of the site are acceptable.
- Calculations to show the volume of surface water attenuation in permeable paving, swales and lagoons is adequate to prevent flooding of the site in the 1 in 100 year rainfall event including climate change.
- Plans and calculations to show that the surface water from the pipe network would not flood any buildings in the 1 in 100 year rainfall event including climate change.
- Details of who will adopt the surface water drainage system and how the schemes shall be maintained and managed after completion.

27 The development hereby permitted shall comply with Code for Sustainable Homes level 4 for water as a minimum standard.

28 Details of energy efficient design and the construction of on-site equipment to secure at least 10% of the development's energy from decentralised renewable or low-carbon sources shall be submitted to and approved by the Local Planning Authority prior to commencement of the development. The details as approved shall be completed prior to the first occupation of any of the dwellings/non-residential floorspace hereby permitted and thereafter shall be maintained.

The reasons for the conditions are:-

- 1 The time limit condition is imposed in compliance with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 The application is submitted in Outline form only and the reserved matters are required to be submitted in accordance with the requirements of Article 3 of the Town and Country Planning (General Development Procedure) Order 1995.
- 3 To secure an orderly and well designed development in accordance with Policy GS3 of the Broadland District local Plan (Replacement) 2006.
- 4 To ensure that the highway network is adequate to cater for the development proposed in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 5 To ensure that the highway improvement works are designed to an appropriate standard in the interest of highway safety and to protect the environment of the local highway corridor in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 6 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3 and ENV3 of the Broadland District Local

Plan (Replacement) 2006.

- 7 To ensure the provision of amenity afforded by the proper maintenance of existing and/or new landscape features in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan (Replacement) 2006.
- 8 To ensure the satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 9 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3 and ENV3 of the Broadland District Local Plan (Replacement) 2006.
- 10 For the avoidance of doubt and to ensure the satisfactory development of the site in accordance with the specified approved plans and documents.
- 11 To ensure that the highway network is adequate to cater for the development proposed in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 12 To ensure that the Class A uses are ancillary to the development thereby avoiding any intensification of the use of the site and avoiding uses which would otherwise be inappropriate in this location in accordance with Policies GS1, GS3 and SHO8 of the Broadland District Local Plan (Replacement) 2006.
- 13 For the avoidance of doubt as the details are not included within the current submission and to enable the Local Planning Authority to retain control of the above aspects of the proposal, to ensure an appropriate development for the site as required by policies GS3 and GS4 of the Broadland Local Plan (Replacement) 2006.
- 14 For the avoidance of doubt as the details are not included within the current submission and to enable the Local Planning Authority to retain control of the above aspects of the proposal, to ensure an appropriate development for the site as required by policies GS3 and GS4 of the Broadland Local Plan (Replacement) 2006.
- 15 To secure an orderly and well designed development in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 16 To prevent extraneous material being deposited on the highway in accordance with policies GS3 and TRA14 of the Broadland Local Plan (Replacement) 2006.
- 17 In the interests of maintaining highway efficiency and safety in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 18 In the interests of highway safety in accordance with policy TRA14 of the Broadland Local Plan (Replacement) 2006.
- 19 To ensure that the development is as sustainable as possible in accordance with policies GS3 and TRA3 of the Broadland Local Plan (Replacement)

2006.

20

To enable the Norfolk County Council Historic Environment Service to keep a watching brief on the site in accordance with Policy ENV18 of the Broadland District Local Plan (Replacement) 2006.

21

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policy GS3 of the Broadland District Local Plan (Replacement) 2006.

22

To ensure adequate water infrastructure provision is made on site for the local fire service to tackle any property fire in accordance with Policies GS3 and GS4 of the Broadland District Local Plan (Replacement) 2006.

23

To ensure adequate water infrastructure provision is made on site for the local fire service to tackle any property fire in accordance with Policies GS3 and GS4 of the Broadland District Local Plan (Replacement) 2006.

24

To ensure the proper development of the site without prejudice to the amenities of the area, and in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.

25

To ensure that trees, shrubs and other natural features to be retained are adequately protected from damage to health and stability throughout the construction period in the interest of amenity in accordance with Policies GS3 and ENV5 of the Broadland District Local Plan (Replacement) 2006.

26

To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site, for the lifetime of the proposed development in accordance with Policy 1 of the Joint Core Strategy for Broadland, Norwich and South Norfolk 2011.

27

To ensure the development is constructed to an appropriate standard in accordance with Policies 3 and 20 of the Joint Core Strategy for Broadland, Norwich and South Norfolk: 2011.

28

To ensure the development is constructed to an appropriate standard in accordance with Policies 3 and 20 of the Joint Core Strategy for Broadland, Norwich and South Norfolk: 2011.

Plans and Documents

Dwg No 2595/1900 Rev C Location Plan received 13 July 2009

Dwg No 2718R-01-15A Preliminary Road Layout received 13 July 2009

The reasons for the decision are:-

This application has been considered against the National Planning Policy Framework 2012 and the Development Plan for the area, this being the Joint Core Strategy for Broadland, Norwich and South Norfolk (2011) and the Broadland District Local Plan (Replacement) 2006. The policies particularly relevant to the determination of this

application are Policies 1, 2, 3, 4, 5, 6 and 9 of the Joint Core Strategy, GS1, GS3, GS4, ENV2, ENV3, ENV8, ENV20, ENV23, RL5, RL7, HOU6, EMP1, TRA2, TRA3, TRA4, TRA5, TRA7, TRA8, TRA11, TRA12, TRA14, TSA2 and TSA3 of the Broadland District Local Plan (Replacement).

Policy 1 of the Joint Core Strategy sets down a number of standards that new development should achieve in its attempts to address climate change and promote sustainability, including giving careful consideration to the location of development and the impact it would have on ecosystems of an area.

Policy 2 of the Joint Core Strategy states that all development will be designed to the highest possible standards, creating a strong sense of place.

Policy 3 of the Joint Core Strategy, amongst other things, seeks to ensure that the highest levels of energy and water efficiencies are met through the planning submission and conditions if necessary.

Policy 4 of the Joint Core Strategy sets out the number of homes through allocations that are required to be delivered in the JCS area over the plan period. It also provides the affordable housing mix required for developments of 5 dwellings or more.

Policy 5 of the Joint Core Strategy sets out the policy for developing the local economy and facilitating job growth potential with a target of at least 27,000 additional jobs in the period 2008-2026. It requires sufficient employment land to be allocated in accessible locations consistent with the "Policies for Places" in the strategy.

Policy 6 of the Joint Core Strategy seeks to ensure that the transportation system of the area will be enhanced to develop the role of Norwich as a Regional Transport Node through a number of ways including improvements to the A47.

Policy 9 of the Joint Core Strategy sets down the strategy for growth in the Norwich Policy Area. Specifically it identifies the requirement for junction improvements to the A47 and that there is a requirement for the expansion of the Broadland Business Park.

Policy GS1 of the Local Plan states that new development will only be accommodated within the settlement limits for the Norwich fringe parishes, market towns and villages. Outside these limits, development proposals will not be permitted unless they comply with a specific allocation and/or policy of the Plan.

Policies GS3 and ENV2 only permit development where there would be no unacceptable effects upon the character and appearance of the surrounding area and where consideration has been given to the layout and design of any development proposal.

Policy GS4 seeks to ensure that development is permitted only where there are utilities, services and social infrastructure or if not that they will be at appropriate stages in the implementation of the development.

Policies ENV3 requires developers to make arrangements for maintenance of landscaped areas, existing trees and planting.

Policy ENV8 seeks to ensure that areas of landscape value are retained and development that is permitted does not detract from their character, scenic quality or visual benefit to the area.

Policy ENV20 seeks to ensure that archaeological issues are fully looked at in the planning process.

Policy ENV23 states that development should not jeopardise water resources or have a significant adverse impact on the water environment of the area.

Policies RL5 and RL7 relate to the provision of open space on large scale development. They seek to ensure that adequate provision is made in relation to open space.

Policy HOU6 sets the net density for the number of dwellings per hectare that will be sought on estate scale development such as this.

Policies TRA2 and TRA3 are prescriptive and require that a transport assessment and travel plan (respectively) be submitted with major planning proposals that may have significant impacts on the area in which they are proposed from a transport point of view.

Policies TRA4, TRA5 and TRA7 seek to ensure that adequate provision is made for walking, cycling and public transport (respectively) in development proposals.

Policy TRA8 states that the parking provided in relation to a particular development will reflect the use, location and accessibility by non-car modes. Parking and manoeuvring space must be provided in accordance with the Council's adopted standards.

Policy TRA11 states that planning permission requiring a new access onto or off the A47 will only be granted where it provides a junction with other main roads or access to service areas, maintenance compounds and other major transport infrastructure facilities.

Policy TRA12 states that planning permission requiring new access onto or off other principal routes will only be granted where it supports integrates transport and sustainable development objectives.

Policy TRA14 states that development will not be permitted where it would endanger highway safety or the satisfactory functioning of the local highway network.

Policy EMP1 identifies strategically important employment sites (through the proposals map) throughout the district, of which part of this site is one.

Policy TSA2 identifies the majority of the employment allocation in this application as an area of land that will accommodate a major part of the Norwich Policy Area's employment needs. Policy TSA3 compliments TSA2 by setting criteria for what will be appropriate in the allocated land.

The National Planning Policy Framework sets a presumption in favour of sustainable development from an economic, social and environmental point of view. In this respect this development is considered to be consistent with Core planning principles, particularly bullet point 3 in paragraph 17 of the NPPF.

This application is for the development of 600 residential properties and 57,480sqm of employment use. Certain elements of the proposal are contrary to the provisions of the development plan and the S106 contributions are not the full package that might usually be expected with a development of this size. However, on balance it is considered that the benefits that this development can provide outweigh these matters and approval is in accordance with paragraph 173 of the National Planning Policy Framework. It is also considered that the provisions of the S106 (affordable housing, education, public

transport, libraries and the transfer of the tip) are significant still, especially in this period of market decline.

The benefits alluded to above include the provision of the long standing allocation (through the Local Plan) of employment land at the Broadland Business Park, the provision of the link road from the business park through to Plumstead Road East (again an allocation in the plan), the large area of public open space, the off site contribution to recreational facilities, the community facilities, the land for the rail halt and a contribution towards the supply of housing land (including affordable housing). This is supported by Policy 5 of the Joint Core Strategy, in particular paragraph 5.38.

The decision is therefore one that has taken a number of matters into consideration. On balance it is considered that the positives of this application are such that it is acceptable in planning terms.

This development has been considered through full accordance with Environmental Impact Assessment Regulations 2011.

Under the provisions of the National Planning Policy Framework, the proposal is considered to be a sustainable form of development. The Local Planning Authority has taken a proactive and positive approach to decision taking in accordance with the requirements of paragraphs 186 - 187 of the National Planning Policy Framework.

Informatives:

1 If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice in respect of Buildings Regulations can be obtained from CNC Building Control Consultancy who provide the Building Control service to Broadland District Council. Their contact details are; telephone 0808 168 5041 or enquiries@cncbuildingcontrol.gov.uk and the website www.cncbuildingcontrol.gov.uk

2 It is an OFFENCE to carry out any works within the Public Highway, which includes a Public Right of Way, without the permission of the Highway Authority. This development involves work to the public highway that can only be undertaken within the scope of a legal agreement between the applicant and the County Council. Please note that it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary Agreements under the Highways Act 1980 are also obtained. Advice on this matter can be obtained from the County Council's Highways Development Control Group based at County Hall in Norwich. Please contact (insert appropriate contact details).

Public Utility apparatus may be affected by this proposal. Contact the appropriate utility service to reach agreement on any necessary alterations, which have to be carried out at the expense of the developer.

If required, street furniture will need to be repositioned at the applicants own expense.

3 The applicant is advised that the design of any areas of lagoons or ponds must be notified to Norwich International Airport (NIA) prior to grant of detailed planning permission and agreement reached with NIA regarding the design, size and location of such lagoons and ponds as may be necessary.

4 This development involves a Travel Plan to be implemented within the scope of a

legal agreement between the applicant and the County Council. Please note that it is the applicants' responsibility to ensure that, in addition to planning permission, any necessary Agreements under the Town and Country Planning Act 1990 or Highways Act 1980 are also obtained. Advice on this matter can be obtained from the County Council's Highway Development Control Group based at County Hall in Norwich. Please contact (insert appropriate contact details).

Commuted Sum for Travel Plans

The Highways Authority levies a charge to cover the on-going costs of reviewing and monitoring a Travel Plan annually. The Highways Authority also requires a Bond to ensure that the Travel Plan targets are met. Both the Bond and the monitoring charge are secured by a Section 106 Agreement. This is in addition to the sum payable for Planning Obligations covering infrastructure, services and amenities requirements.

An online survey tool is available to assist with annual monitoring. For further information on the survey tool, (insert appropriate contact details).

For residential development, Norfolk County Council offers a fully inclusive package covering the writing, implementation, on-going management and annual monitoring of a Travel Plan for 5 years. Up to date costs can be obtained by contacting (inserting appropriate contact details). Developers are expected to enter into a Section 106 Agreement to ensure the necessary funding before planning permission is granted.

5 With reference to conditions 22 and 23 above, the developer will be expected to meet the costs of supplying and installing the fire hydrants.

6 The site is subject to a related agreement under Section 106 of the Town And Country Planning Act 1990.

Signed

Mr P Courtier
Head of Planning
Broadland District Council, Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich,
NR7 0DU

Information relating to appeals against the decision of the Local Planning Authority.

If you are aggrieved by this decision to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

There are different time limits for appealing against the different types of application:

- If this is a decision relating to a householder application then any appeal must be made within **12 weeks** of the date of this notice.
- If this is a decision against any other type of application then any appeal must be made within **6 months** of the date of this notice.
- If an enforcement notice has been served for the same or substantially the same development within the period of two years before this application was made, or subsequently, then the period within which an appeal can be lodged is reduced to **28 days** from the date of this decision or 28 days from the serving of the enforcement notice, whichever is the later.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk/pas.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Schedule 3 – The Owner’s and the Developer’s covenants with the Council

1 Rail Halt

1.1 The First Owner and the Developer agree in relation to the Blue Land:

- (a) from the date of this Deed not to build on the Rail Halt Land;
- (b) from the Commencement of Development of the Blue Land not to use the Rail Halt Land without the prior consent of the Council except for the provision of temporary car parking at surface level to service the Site during construction works

1.2 The First Owner and the Developer agree that immediately after the date of this Deed they shall enter the restriction contained in paragraph 1.1 on the title to the Blue Land at the Land Registry and the restriction will for the avoidance of doubt be unenforceable from the date when the Rail Halt Land is transferred to the Council.

1.3 The First Owner and the Developer agree to transfer the Rail Halt Land to the Council on terms to be agreed with the Council (each party acting reasonably) no later than the date specified in the Rail Halt Transfer Notice.

1.4 The restriction in paragraph 1.1 shall no longer be enforceable and the entry made pursuant to paragraph 1.2 shall be cancelled if the Council has not served the Rail Halt Transfer Notice by the date which is ten (10) years from the date of Commencement of Development.

2 Community Facilities

The First Owner and the Second Owner (jointly) and the Developer covenant and agree with the Council:

- (a) To transfer the Community Facilities Land to the Council or such other organisation as the Council acting reasonably shall nominate on terms to be agreed with the Council (each party acting reasonably) within ten Working Days of receiving the Community Facilities Transfer Notice;
- (b) To pay the Community Facilities Contribution to the Council as follows:
 - (i) one hundred thousand pounds (£100,000) on the date of the transfer of the Community Facilities Land to the Council; and

- (ii) one hundred thousand pounds (£100,000) on the date which is six (6) months from the date of the transfer of the Community Facilities Land to the Council.

3 Recreational Facilities

The Owners and the Developer covenant

- 3.1 to pay 25% (twenty five per cent) of the Recreational Facilities Contribution to the Council on the Commencement of Development;
- 3.2 to pay 35% (thirty five per cent) of the Recreational Facilities Contribution to the Council on the date which is six months after the Commencement of Development; and
- 3.3 to pay 40% (forty per cent) of the Recreational Facilities Contribution to the Council on the date which is eighteen months after the Commencement of Development

4 Play Facilities

The Owner and the Developer agree:

- 4.1 Not to Commence Development or permit or suffer Commencement of Development to occur without having agreed the location and specification of the Play Facilities with the Council;
- 4.2 to provide the Play Facilities within each Phase to the satisfaction of the Council no later than the date on which 25% (twenty five per cent) of the Dwellings within that Phase are Occupied; and
- 4.3 to pay the Play Facilities Maintenance Contribution to the Council no later than the date on which 25% (twenty five per cent) of the Dwellings are Occupied

Schedule 4 - Affordable Housing

1. There shall be no Implementation of a Phase unless and until an Affordable Housing Scheme for that Phase has been submitted to and approved by the Council and the provisions of the approved Affordable Housing Scheme shall be implemented and complied with in full unless the Council agrees otherwise in writing
2. Subject to the other provisions of this Schedule 4 no Affordable Housing Unit shall be Occupied within any Phase for any purpose other than as an Affordable Rental Unit, Intermediate Housing Unit or Discounted Market Dwelling (as the case may be) or such other form of tenure as may be agreed between the Owners of that Phase and the Council.
3. The Affordable Housing Units (other than the Discounted Market Dwellings) shall (subject to the other provisions of this Schedule 4) not be Occupied in any Phase otherwise than by Qualifying Occupiers. The Discounted Market Dwellings in any Phase shall not be Occupied by persons who when they take up first Occupation could reasonably afford to buy the Dwelling at Open Market Value.
4. The Affordable Rental Units in any Phase will be Occupied by persons nominated by the Council from its general needs housing list
5. Up to one third of the Affordable Rental Units in any Phase (as chosen by the Council) will be let on first Occupation in accordance with the local lettings policy set out below:
 - 5.1 first allocations will be made to people living in Thorpe St Andrew;
 - 5.2 if there is no suitable person in paragraph 5.1 allocations will be made to people who work in Thorpe St Andrew;
 - 5.3 if there are no suitable persons in paragraphs 5.1 and 5.2 allocations will be made to people who need to move to Thorpe St Andrew to give/receive support to/from close family;
 - 5.4 if there are no suitable persons in paragraphs 5.1 to 5.3 allocations will be made to people who live in the Broadland District.
6. No more than 60% (sixty per cent) of the Open Market Dwellings in any Phase may be Occupied until the Affordable Housing Units within that Phase are available for Occupation and (with the exception of the Discount Market Dwellings) have been transferred by the Owner of that Phase to a Registered Provider (unless the Council agrees otherwise in writing) PROVIDED ALWAYS THAT where the Owner of that Phase demonstrates to the reasonable

satisfaction of the Council that they are or will be unable to secure or procure the provision of all or any part of the Affordable Housing Scheme for that Phase pursuant to the provisions of paragraph 17 (a) and (b) of this Schedule then the provisions of this paragraph 7 shall cease to have effect in relation to that Phase and the Owners of that Phase and the Council shall use all reasonable endeavours to agree such other threshold of restriction on the Occupation of a percentage of the Open Market Dwellings as shall in all the circumstances be fair and reasonable and having regard to the election made by the Council under paragraphs 17.1 – 17.6 of this Schedule.

7. Any transfer of the Affordable Housing in any Phase or any part thereof to a Registered Provider shall be free from incumbrances (including financial charges) save for:

- (a) incumbrances and other matters contained or referred to in the Owners' title to that Phase; and
- (b) any requirements for reasonable contributions to shared services and facilities.

8. A transfer of Affordable Rental Units within any Phase by the Owner of that Phase to a Registered Provider shall include (for the benefit of the Affordable Rental Units) at least to the boundary of the land on which the Affordable Rental Units are provided all necessary connection points for infrastructure including but not limited to roads and footpaths pipes cables wires foul and surface drainage and any other appropriate services all constructed (where applicable) to adoptable standards.

9. Paragraphs 3 - 5 above shall not be binding on any mortgagee in possession or exercising its powers of sale of any of the Affordable Housing Units in the relevant Phase or part thereof nor any receiver or manager (including an administrative receiver) for such mortgagee and shall cease to apply to any of those Affordable Housing Units where a Registered Provider 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 Intermediate Housing Unit has acquired the final tranche of equity in relation to that Intermediate Housing Unit.

10. The following further provisions shall apply in respect of the Discounted Market Dwellings in any Phase:

10.1 Before disposing of a Discounted Market Dwelling in any Phase the Owners of that Phase will give at least ten working days notice in writing to the Council stating the price at which it is intended to dispose of that Discounted Market Dwelling;

- 10.2 If within ten working days of receipt of such notice the Council gives notice in writing to the Owners of that Phase that in the opinion of the Council the price at which that Discounted Market Dwelling is proposed to be offered by the Owners of that Phase exceeds 80% (eighty per cent) of the Open Market Value then the Owners of that Phase and the Council shall seek to agree the amount which is equal to 80% (eighty per cent) of the Open Market Value and in default of agreement (and at the election of either party) the matter may be referred to an Independent Chartered Surveyor for determination in accordance with the provisions of paragraph 10.3;
- 10.3 At the election of either party in accordance with paragraph 10.2 the Open Market Value of the Discounted Market Dwelling shall be determined by an Independent Chartered Surveyor of not less than ten years standing having experience of residential property in Thorpe St Andrew (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 on the Open Market Value of the Discounted Market Dwelling;
- 10.4 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.
- 10.5 The costs of the Independent Chartered Surveyor shall be borne as follows:
- 10.5.1 if the Independent Chartered Surveyor finds for the Relevant Owners then his costs shall be met by the Council;
- 10.5.2 if the Independent Chartered Surveyor finds for the Council then his costs shall be met by the Owner and Developer;
- 10.5.3 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) shall bear such ordered costs.
- 10.6 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;

- 10.7 The Discounted Market Sale Restriction shall be registered at the Land Registry on the register of title to a Discounted Market Dwelling;
- 10.8 A copy of the Discounted Market Sale Restriction and a copy of the certificate referred to therein must be supplied to the Council on the first disposition of a Discounted Market Dwelling.
11. The Discounted Market Dwellings in any Phase shall on first disposal (and in addition to any other advertising or marketing undertaken by the Owners) be advertised through a HomeBuy Agent.
12. The Owners of any Phase shall notify the HomeBuy Agent of the commencement of construction of a Discounted Market Dwelling within that Phase.
13. In the event that the HomeBuy Agent no longer exists the following requirements of this paragraph shall apply on first disposal:
 - 13.1 The Owners of that Phase shall notify the Council of commencement of construction of a Discounted Market Dwelling; and
 - 13.2 The Council shall nominate prospective purchasers within 1 (one) month of the notification given in paragraph 13.1.
14. If the sale of a Discounted Market Dwelling in accordance with either paragraph 11 or 13.2 shall not be completed within 3 (three) months from completion of construction of the Discounted Market Dwelling in any Phase the Owners of that Phase 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.
15. The sale and transfer of a Discounted Market Dwelling shall include a restrictive covenant to secure the discount to Open Market Value in perpetuity.
16. If the Owners of any Phase consider that the provisions of paragraph 15 are likely to apply to that Phase they shall give the Council notice to that effect before the Occupation of 30% (thirty per cent) of the Open Market Dwellings in that Phase
17. If the Owners of any Phase demonstrate to the reasonable satisfaction of the Council (supplying all evidence and financial statements reasonably required by the Council) that they

are or will be unable (after using reasonable endeavours) to secure or procure the provision of all or part of the Affordable Housing Scheme for any Phase on a basis which will:

- (a) provide the Owner of that Phase with a reasonable consideration which (in the case of the Affordable Rental Units) is at least equal to the cost of the design and construction of the Affordable Rental Units and (in the case of the Discounted Market Dwellings) is at a sale price which is greater than the cost of the design and construction of the Discounted Market Dwellings; and
- (b) (in relation to the Affordable Rental Units) will allow the Affordable Rental Units to be transferred to a Registered Provider at a level which enables such Affordable Rental Units to be let at an affordable rent (as set out in the definition of the Affordable Rental Units) without the need for public subsidy;

then the following provisions shall apply in substitution for all (or part) of the agreed Affordable Housing Scheme:

- 17.1 The Council may require that all or part of the Affordable Rental Units intended to be transferred to the Registered Provider may be sold by way of a Shared Ownership Lease;
- 17.2 The Council may require the opportunity to purchase the Affordable Rental Units on reasonable terms;
- 17.3 The Council may require the substitution of Discounted Market Dwellings for Affordable Rental Units;
- 17.4 The Council may require or permit the Owners of the relevant Phase to dispose of the Discounted Market Dwellings at a discount less than 20% of Open Market Value;
- 17.5 The Council may require the substitution of some or all of the Affordable Rental Units within that Phase and the Discounted Market Dwellings by other forms of affordable housing; or
- 17.6 The Council may require any of the options at 17.1 - 17.5 above to be deferred to a later stage in the Development;

PROVIDED ALWAYS THAT the Council shall not make any election under paragraphs 17.1 – 17.5 above where this would impose a cost on the Owners of any Phase greater than the cost of the provision of the approved Affordable Housing Scheme for that Phase or otherwise in a manner as to have a material negative or adverse impact on the financial viability of the Development.

18. In determining the appropriate election in accordance with paragraph 17 the Council shall consider the representations of the Owners of the relevant Phase and act reasonably taking into account the evidence supplied by the Owners of that Phase in accordance with paragraph 17 (a) and (b).
19. The Owners of any relevant Phase and the Council shall enter into supplementary agreements reasonably required by the Council to give effect to any revised arrangements agreed under paragraph 17.

Schedule 5 – The Owner’s and Developer’s covenants with the County Council

1 Education Contribution

1.1 The Owner and Developer covenant to pay fifty per cent (50%) of the Education Contribution to the County Council in its capacity as local education authority on the date on which work begins to construct the one hundred and fiftieth (150th) Dwelling and not to permit the construction of more than 150 Dwellings until fifty per cent of the Education Contribution has been paid to the County Council.

1.2 The Owner and Developer covenant to pay the remaining fifty per cent (50%) of the Education Contribution to the County Council in its capacity as local education authority on the date on which work begins to construct the four hundred and fiftieth (450th) Dwelling and not to permit the construction of more than 450 Dwellings until the remaining fifty per cent of the Education Contribution has been paid to the County Council.

2 Transport Contribution

2.1 The Owner and Developer covenant to pay fifty per cent (50%) of the Transport Contribution to the County Council in its capacity as highways authority on the date on which work begins to construct the one hundred and fiftieth (150th) Dwelling or any part of the Commercial Development whichever is the sooner and not to permit the construction of more than 150 Dwellings or any part of the Commercial Development until fifty per cent of the Transport Contribution has been paid to the County Council.

2.2 The Owner and Developer covenant to pay the remaining fifty per cent (50%) of the Transport Contribution to the County Council in its capacity as highways authority on the date on which work begins to construct the four hundred and fiftieth Dwelling or the date on which twenty thousand (20,000) square metres of Commercial Development has been completed whichever is the sooner and not to permit the construction of more than 450 Dwellings or more than twenty thousand (20,000) square metres of Commercial Development until the remaining fifty per cent of the Transport Contribution has been paid to the County Council.

3 Libraries Contribution

3.1 The Owner and Developer covenant to pay fifty per cent (50%) of the Library Contribution to the County Council on the date on which work begins to construct the first Dwelling and not to construct any Dwelling until fifty per cent of the Library Contribution has been paid to the County Council.

- 3.2 The Owner and Developer covenant to pay the remaining fifty per cent (50%) of the Library Contribution to the County Council on the date on which work begins to construct the two hundred and fiftieth Dwelling and not to construct more than 250 Dwellings until the remaining fifty per cent of the Library Contribution has been paid to the County Council.

Schedule 6 – Council’s Covenants

1 Rail Halt

The Council covenants with the First Owner and the Developer:

- 1.1 to serve the Rail Halt Transfer Notice no later than ten (10) years from the date of Commencement of Development; and
- 1.2 to complete the transfer of the Rail Halt Land within twenty working days of the service of the Rail Halt Transfer Notice failing which the restriction set out in paragraph 1.1 of the Third Schedule shall cease to have effect.

2 Community Facilities

- 2.1 The Council will not serve the Community Facilities Transfer Notice until it has received notification pursuant to clause 21 of this Deed (or has otherwise established) that work has begun to construct the one hundredth (100th) Dwelling pursuant to the Planning Permission.
- 2.2 The Council shall neither use nor permit to be used the Community Facilities Land other than for Community Uses.

3 Repayment of Contributions

- 3.1 The Council hereby covenants with the Owners and Developer to use the Community Facilities Contribution only for the purposes of constructing, fitting out or maintaining the Community Facility.
- 3.2 The Council hereby covenants with the Owners and Developer to spend or use the Recreational Facilities Contribution only for the purposes of constructing, fitting out or maintaining the Recreational Facilities or for such other purposes and in such locations as will benefit the Development as the First Owners and the Second Owners and the Developer and the Council shall agree in writing
- 3.3 The Council covenants with the Owners and the Developer that it will pay to them (in such proportions as they shall jointly direct in writing) or to any party nominated by them both in writing such amount of the Community Facilities Contribution and/or the Recreational Facilities Contribution which has not been expended in accordance with this Deed within five years of the date of receipt (or the date on which it is committed) by the Council together with such interest (if any) as may have been earned thereon.

4 **Discharge of Obligations**

The Council shall provide to the First Owner and the Second Owner and the Developer such evidence as the First Owner or the Second Owner and Developer shall reasonably require in order to confirm:

- 4.1 the expenditure of the sums paid by the First Owner or the Second Owner or the Developer under this Deed; and
- 4.2 that in spending the sums paid to it under the Deed the Council has achieved value for money.

Schedule 7 – County Council’s Covenants

1 Repayment of contributions:

1.1 Subject to paragraph 1.2 the County Council hereby covenants with the First Owner the Second Owner and the Developer to use all sums received from them under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the First Owner, the Second Owner, the Developer and the County Council shall agree.

1.2 The County Council covenants with the First Owner, the Second Owner and the Developer to use the Travel Plan Contribution solely for the purposes of implementing a Travel Plan for the Development including the employment of a Travel Plan Co-ordinator

1.3 The County Council covenants with the First Owner and the Second Owner and the Developer that it will pay to them (in such proportions as they shall specify) or to any party nominated by them both in writing such amount of any payment made to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed within five years of receiving notice that the five hundred and fiftieth (550th) Dwelling has been completed to Practical Completion.

2 Discharge of obligations

The County Council shall provide to the First Owner and the Second Owner and Developer such evidence as the First Owner and the Second Owner and Developer shall reasonably require in order to confirm:

2.1 the expenditure of the sums paid by the First Owner and the Second Owner and Developer under this Deed; and

2.2 that in spending the sums paid to it under the Deed the County Council has achieved value for money.

Signed as a deed by **Philip Russell Key**

in the presence of:

Signature of witness: *Philip*

Name of witness: *C.S.R. Campbell*

Address: *Kingsfisher House*

1 Gidders Way

Norwich

P. R. Key

R. Nicholls

Signed as a deed by **Russell Gerald George Nicholls**

in the presence of:

Signature of witness: *[Signature]*

Name of witness: *Donna Jean*

Kingsfisher House

1 Gidders Way

Norwich

Signed as a deed by **Gerald Basil Nicholls**

in the presence of:

Signature of witness: *[Signature]*

Name of witness: *Donna Jean*

Kingsfisher House

1 Gidders Way

Norwich

G.B. Nicholls

Executed as a deed by **HR Key & Son**
acting by **Philip Russell Key** a partner
authorised for **HR Key & Son** in the presence of

Signature of witness: *Philip*

Name of witness: *C.S.R. Campbell*

Address: *Kingsfisher House*

1 Gidders Way
Norwich

P. R. Key

The **COMMON SEAL** of)
LOTHBURY PROPERTY)
TRUST LIMITED)
was affixed in the presence of:)

Authorised Signatory

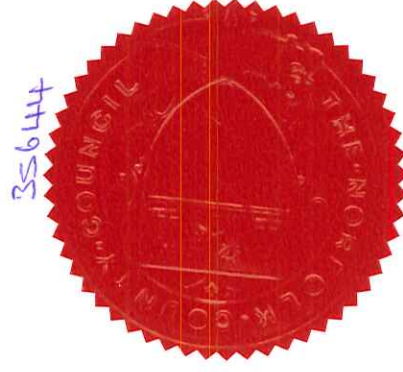
Authorised Signatory



Common Seal of)
Broadland District Council)
was affixed in the presence of:)

M. Muel

Head of Democratic Services and
Monitoring Officer



Common Seal of)
Norfolk County Council)
was affixed in the presence of:)

[Signature]
authorised to sign
on behalf of: *Head of Law*