

DATED 31 May 2012

BROADLAND DISTRICT COUNCIL

-AND-

NORFOLK COUNTY COUNCIL

-AND-

WILLIAM HAROLD YOUNGS
JENNIFER MARY YOUNGS and
NICHOLAS GERALD YOUNGS

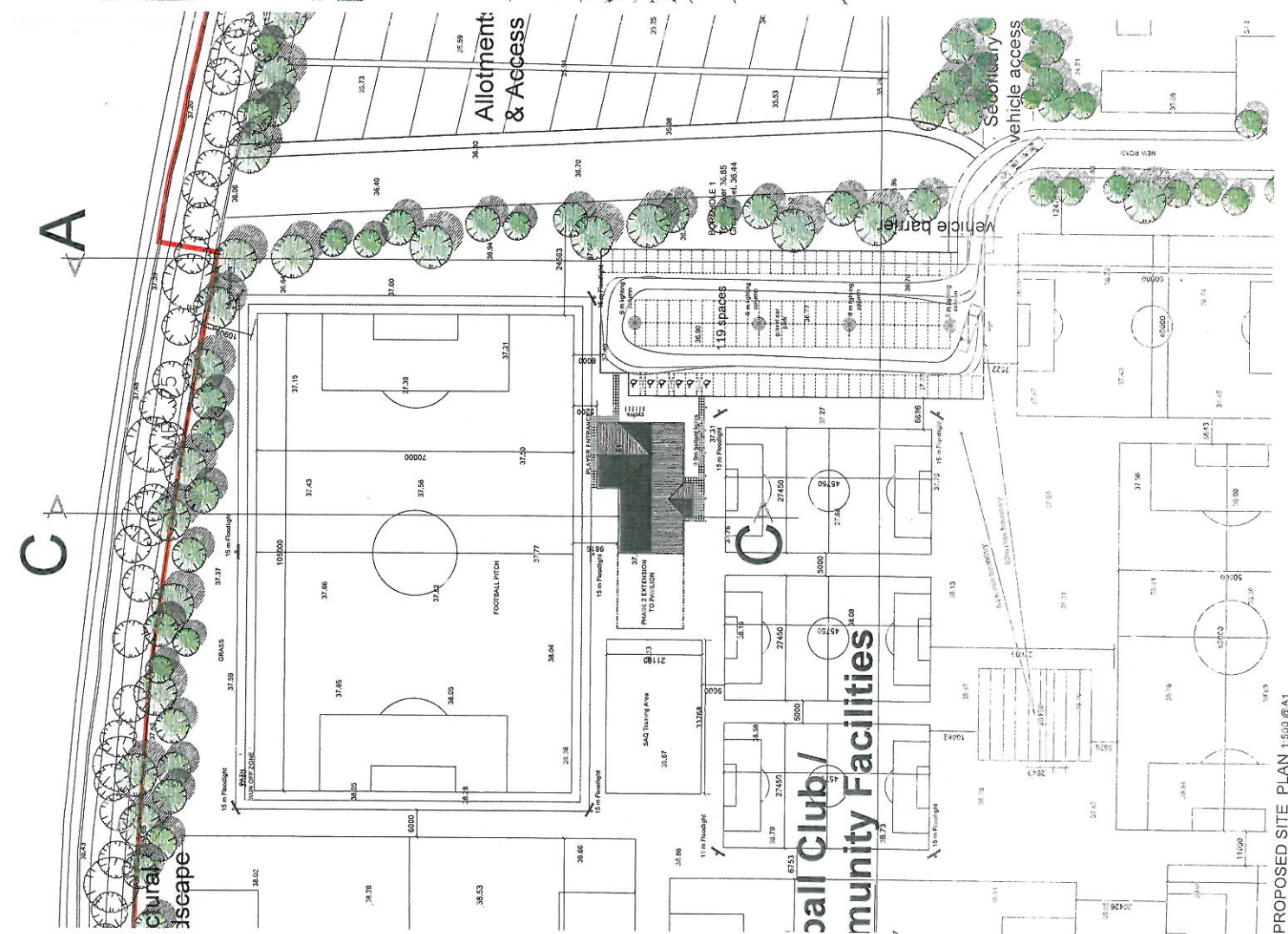
**AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

Relating to the development of land at
Woodgate Farm Cawston Road
Aylsham Norfolk

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

"Affordable Housing"	housing 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 Overall Provision"	the provision of thirty three per cent (33%) of the total number of Residential Units on the Site as Affordable Housing Units
"Affordable Housing Scheme"	a detailed scheme meeting the requirements of the Affordable Housing Overall Provision submitted to and approved by the Council for the provision of Affordable Housing for the Development which complies with the requirements of Part 1 of Schedule 1 hereof.
"Affordable Housing Units"	individual units of accommodation constructed or provided as part of the Development as Affordable Housing
"Affordable Rental Units"	Affordable Housing Units to be constructed or provided on the Site as part of the Development and to be let for a rent upon either a weekly or monthly tenancy basis at affordable rents (being rents at least 20% (twenty per cent) below Market Rent) and to be let by or on behalf of a Registered Provider
"Allotment Land"	the land edged green on the Plan
"Code"	the "Code for Sustainable Homes" published by the Department for Communities and Local Government in November 2010 (or any replacement Code for Sustainable Homes)

"Commencement Date"	the initiation of the Development by the carrying out on the Site pursuant to the Planning Permission of a material operation within the meaning of Section 56 (4) of the Act (but not including any operations relating to the demolition of any existing buildings, archaeological investigations, remedial works, erection of any temporary means of enclosure, temporary display of notices or advertisements or clearance of the Site) and "Commence" shall be interpreted in accordance with this definition
"Community Facilities"	the community facilities building/pavilion, sports pitches, access road, car park and flood lighting as shown on the attached drawing number 3902/050 Rev B MT CB
"Community Facilities Arrangements"	the arrangements approved by the Council for the transfer of the Community Facilities Land at nil value to the Community Trust and for the preparation, improvement, management and use of the Community Facilities Land
"Community Facilities Land"	the land edged blue on the Plan
"Community Facilities Sum"	the sum of £0.5m to be spent on the provision of the Community Facilities
"Community Infrastructure Levy"	a levy of that name or called by any other name charged by a competent authority under the Planning Act 2008 or other statutory powers on any person in respect of the development of land to fund the provision of infrastructure to support the development of an area



Run	Date	Sample	Notes	pb
B	04.10.11	Crack forming in old vehicle basecoat added		
A	04.10.11	Crack repaired after 24h		

PLANNING

[illegible]

"Community Trust"	such new or existing body (being a body whose functions or powers include the provision, maintenance and management of football pitches and community facilities available for the use of (inter alia) the local community approved by the Council to take on ownership of the Community Facilities Land
"Council's Monitoring Fee"	the sum of £1,240
"County Council's Monitoring Fee"	the sum of £1,200
"Development"	the development permitted by the Planning Permission
"Director"	the Council's Chief Executive or other officers of the Council acting under his hand
"Education Contribution"	the cumulative sum calculated in accordance with Schedule 2 relating to Residential Units being either (a) houses having two or more bedrooms or (b) flats or apartments having two or more bedrooms) (such sums to be Index Linked)
"HCA Standards"	the appropriate and applicable "Housing Quality Indicators" and "Design and Quality Standards" specified by the Homes and Communities Agency or their successors or such other standard as may be agreed with the Registered Provider
"Index Linked"	Index-linked from 12 October 2011 until such time that payment is made such index linking to be equivalent to any increase in such sums in proportion to the

increase in the Royal Institution of Chartered Surveyors Building Cost Information Service All in Tender Price Index in relation to the Education Contribution and the Library Contribution and the Retail Price Index (All Items) published by the Office for National Statistics in relation to the Public Transport Sum the Travel Sum and the Travel Plan Additional Contribution (or if such indices cease to be published such other indices as the County Council shall reasonably determine)

"Inflation Provision"	the increase (if any) in the Department for Business Innovation and Skills (BIS) Output Price Index for New Construction (2010) All New Construction between 1 September 2006 and the date upon which a payment of the relevant sum is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine
"Library Contribution"	the sum of £60 for each Residential Unit (such sum to be Index Linked)
"Market Rent"	the estimated rent at which a property would be let on the date of valuation between a willing lessor and a willing lessee on appropriate tenancy terms in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably prudently and without compulsion
"Occupation"	means 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

"Occupy" and "Occupied" shall be construed accordingly

"Open Market Dwellings" those Residential Units to be constructed on the Site pursuant to the Development which are to be provided and occupied as general market housing

"Planning Application" the application for planning permission for part of the Site to be developed for residential housing including landscaping and vehicular/pedestrian/cyclist access (outline) and for part of the Site to be developed for football club and community facilities comprising clubhouse, sports field, vehicular access, car parking, pedestrian and cycle access, flood lighting and soft landscaping (full) received on 2 February 2011 and given reference number 20110128

"Planning Permission" the planning permission to be granted pursuant to the Planning Application

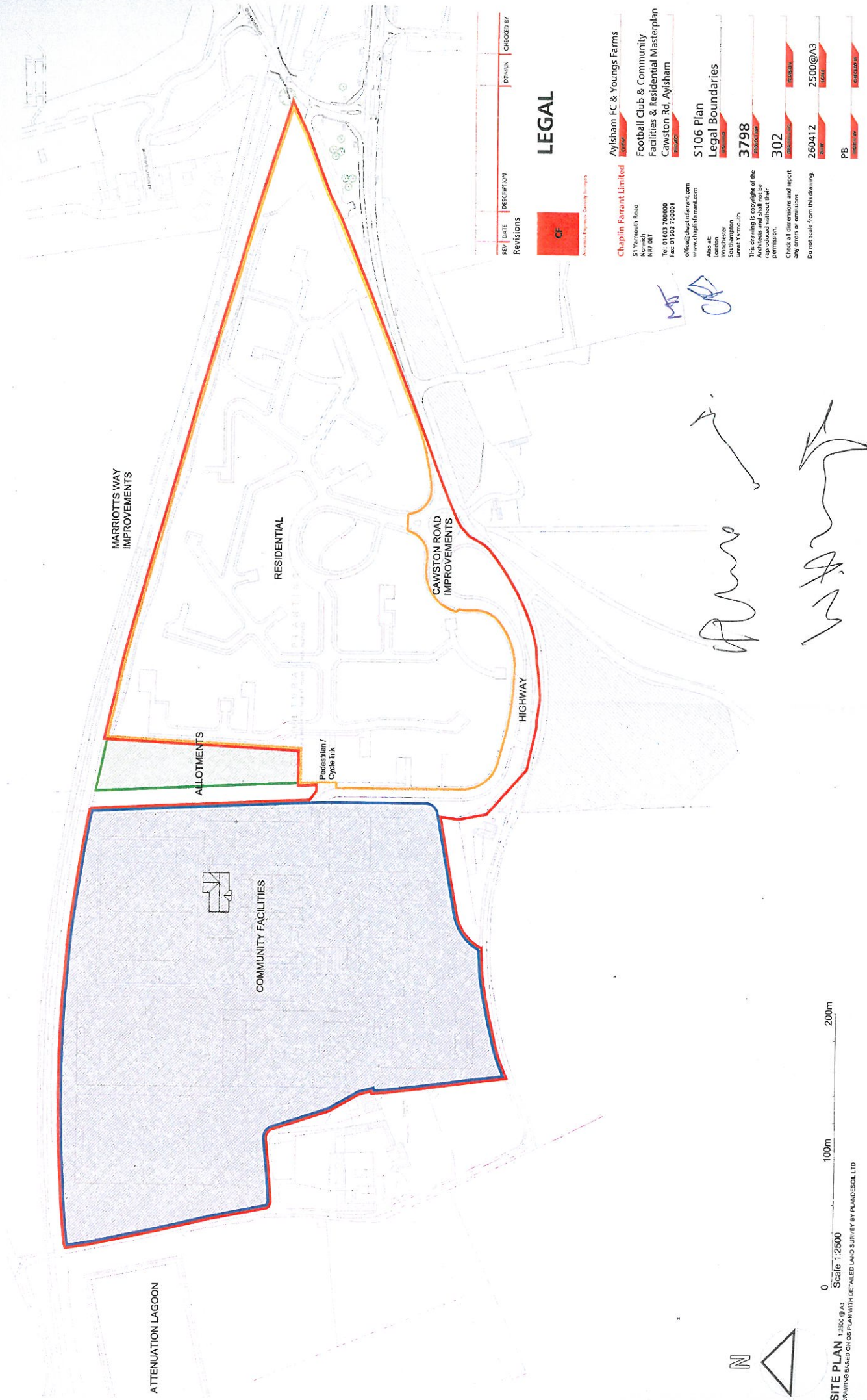
"Plan" the plan annexed to this Agreement

"Public Open Space" an area or areas of approximately 0.44 hectares (in total) of land within the land edged orange on the Plan the precise location of which will be approved as part of the reserved matters pursuant to the Planning Permission

"Public Open Space Maintenance Sum" the sum of £255,716 as increased by the Inflation Provision

"Public Open Space Specification" the equipment and landscaping approved by the Council to be provided on the Public Open Space (including as appropriate a Local Area for Play and/ or

- residential
- community facilities
- reference land "the site"
- allotments



REV	DATE	DESCRIPTION	DRAWN	CHECKED BY
1	01/03/2020	Initial Design	CF	

LEGAL



Chaplin Farrant Limited
 51 Yarmouth Road
 Norwich
 NR4 3ET
 Tel: 01693 700000
 Fax: 01693 700001
 office@chaplinfarrant.com
 www.chaplinfarrant.com

Aylsham FC & Youngs Farms
 Football Club & Community
 Facilities & Residential Masterplan
 Cawston Rd, Aylsham

S106 Plan
 Legal Boundaries

3798
 302

260412
 2500@A3

PB

N

0 100m 200m

SITE PLAN 1:2500 @ A3
 DRAWING BASED ON OS PLAN WITH DETAILED LAND SURVEY BY PLANDRESKILL LTD

	a Local Equipped Area for Play) taking into account the Council's requirements as set out at Annex 1
"Public Transport Sum"	the sum of £500 for each Residential Unit (such sum to be Index Linked)
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria contained in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1996 and 2004 and the Homelessness Act 2002) and having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally
"Registered Provider"	a provider of social housing registered in the register kept by the Regulator of Social Housing as provided for in Chapter 3 of the Housing and Regeneration Act 2008 (or any statutory re-enactment or modification thereof)
"Regulator"	the Tenant Services Authority or such other body as shall from time to time be a Regulator of Social Housing within the meaning of Section 81 of the Housing and Regeneration Act 2008 or such other body with statutory force charged with regulating Registered Providers
"Residential Unit"	a unit of residential nature approved pursuant to the Planning Permission
"Shared Ownership Dwellings"	those Affordable Housing Units to be let on a Shared Ownership Lease

"Shared Ownership Lease"	a lease or sub-lease of a Shared Ownership Dwelling granted at a premium whereby between 25% and 75% on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by the tenant upon completion of such lease and/or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the tenant to acquire up to 100% (one hundred percent) of the legal and equitable interest in the Shared Ownership Dwelling at some future date or dates and shall allow a rent to be charged on the remainder of the equitable interest such rent not to exceed an annual sum calculated at 2.75% of the value of the equity retained by the Owner or Registered Provider at the date of the grant of the Shared Ownership Lease and any increase of the said annual rent shall be no more than the percentage increase in the Retail Price Index (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% of the current annual rent from time to time
"Site"	the land at Woodgate Farm, Cawston Road, Woodgate, Aylsham Norfolk NR11 6UJ which is shown for the purposes of identification only edged red on the Plan
"Travel Plan Additional Contribution"	£450 as Index Linked x the number of Residential Units in excess of 250
"Travel Plan Sum"	the sum of £112,500 as Index Linked

In this Agreement unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party
- (ii) references to clauses and schedules are references to clauses in and schedules to this Agreement except where otherwise specified
- (iii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- (iv) headings in this Agreement shall not form part of or affect its construction

2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and any other enabling powers
- 2.2 The obligations of the Owners hereunder are planning obligations for the purposes of the Act and enforceable by the Council and the County Council against the Owners and their successors in title and assigns
- 2.3 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with the interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach which occurs

prior to parting with such interest in the Site or any part thereof in respect of which any such breach has taken place

2.4 The provisions of this Agreement shall have immediate effect upon completion of this Agreement

2.5 This Agreement shall cease to have effect if:

2.5.1 the Planning Permission shall be quashed revoked or otherwise withdrawn; or

2.5.2 the Planning Permission shall expire prior to the Commencement Date

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

3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

3.1 No Fetter of Discretion

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

3.2 Invalidity or Unenforceability of any of the terms of this Agreement

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

3.3 No Waiver

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

- 3.4 If Community Infrastructure Levy shall be charged and paid in relation to the development of any part of the Site pursuant to the Planning Permission or any consent granted pursuant to an application made under s73 of the Act the Council or the County Council shall pay to the Owners (meaning in this context the person paying the Community Infrastructure Levy and not any person deriving title from the Payer) within 14 days of a written demand for the same a sum equal to the Community Infrastructure Levy so charged and paid to the extent that not to do so would result in "double payment" as a result of the terms of this Agreement and the statutory obligation to pay Community Infrastructure Levy

4. NOTICES

- 4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile
- 4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council

The Chief Executive
Thorpe Lodge
Yarmouth Road
Thorpe St Andrew
Norwich
NR7 0DU

The County Council

The Chief Executive
Norfolk County
Council County Hall Martineau Lane
Norwich NR1 2DH

The Owners

The Old Rectory Brampton Norwich
Norfolk NR10 5HW and
Horseshoe Barn Mere Farm Matlaske
Road Mannington Norwich NR11 7BE
unless otherwise notified

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

5. THIRD PARTIES

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

6. COSTS

- 6.1 The Owners shall on completion of this Agreement pay to the Council and the County Council their respective legal and administrative costs reasonably incurred in the preparation negotiation and completion of this Agreement to the value of £3000.00

7. PAYMENT OF INTEREST

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

8. VAT

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

9. JURISDICTION

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

10 NOT USED

11. DISPUTE RESOLUTION

- 11.1 The parties to this Agreement will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 11.2 If the matter is not resolved through negotiations the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre of Dispute Resolution
- 11.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
- 11.4 Nothing in Clause 11.1, 11.2 and 11.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

12. TITLE WARRANTY

- 12.1 The Owners hereby warrant that they are the freehold owners of the Site which is registered at the Land Registry under title number NK 287937 and have full power to enter into this Agreement and that the Site is free from all mortgages charges or other encumbrances

13. PLANNING OBLIGATIONS

- 13.1 The Owners covenant with the Council to comply with the provisions of Part 1 of Schedule 1
- 13.2 The Owners covenant with the County Council to comply with the provisions of Part 2 of Schedule 1
- 13.3 Where a covenant has to be complied with which relates to the Occupation of a number of Residential Units, no further Residential Units shall be occupied until it has been complied with

14. THE COUNCIL'S AND COUNTY COUNCIL'S OBLIGATIONS

- 14.1 The Council covenants with the Owners to comply with the provisions of Part 1 of Schedule 3
- 14.2 The County Council covenants with the Owners to comply with the provisions of Part 2 of Schedule 3

SCHEDULE 1

Part 1

Owner covenants with the Council

NOTIFICATION OF TRIGGER DATES

- 1. To promptly notify the Council in writing of
 - 1.1 the Commencement Date
 - 1.2 the date it is anticipated that the first of the Residential Units will be Occupied
 - 1.3 the date of actual Occupation of the first of the Residential Units
 - 1.4 the date of Occupation of 100, 150 and 225 Residential Units
 - 1.5 the date of Occupation of all of the Residential Units

PRE COMMENCEMENT MATTERS

2. Not to begin the Development until:
 - 2.1 the Community Trust is identified
 - 2.2 the Community Facilities Arrangements are in existence
 - 2.3 the Council's Monitoring Fee has been paid to the Council
 - 2.4 the Public Open Space Specification is in existence

PAYMENTS (PUBLIC OPEN SPACE MAINTENANCE)

3. To pay to the Council the Public Open Space Maintenance Sum in the following manner:
 - 3.1 50% (as increased by the Inflation Provision) before more than 150 Residential Units are Occupied
 - 3.2 50% (as increased by the Inflation Provision) before more than 225 Residential Units are Occupied

PUBLIC OPEN SPACE

4. Not to occupy or allow to be Occupied more than 100 Residential Units until the Public Open Space has been landscaped and equipped in accordance with the Public Open Space Specification
5. To maintain the landscaping and equipment on the Public Open Space until it is transferred to the Council or such other body as the Council shall nominate
6. Not to Occupy or allow to be Occupied more than 150 Residential Units until the Public Open Space has been transferred to the Council or such other body as the Council shall nominate
7. The Public Open Space will be transferred on the following basis
 - 7.1 there will be nil consideration
 - 7.2 the transfer will be with full title guarantee
 - 7.3 there will be no burdens on the Public Open Space save for those referred to in the Charges Register of Land Registry Title Number NK287937 on []

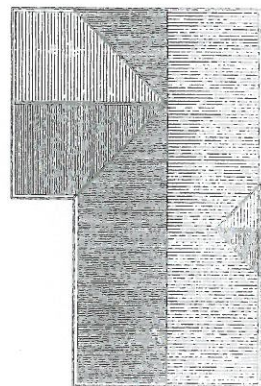
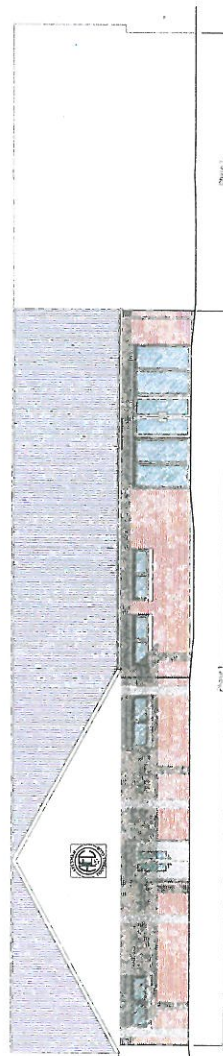
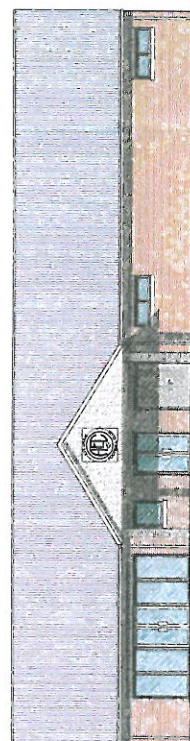
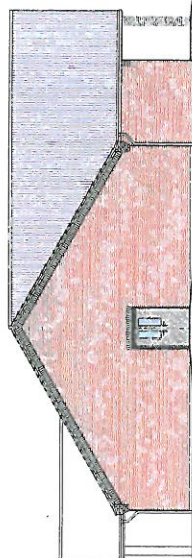
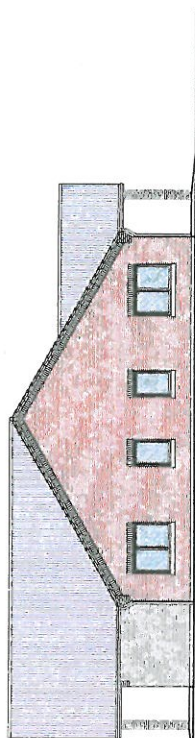
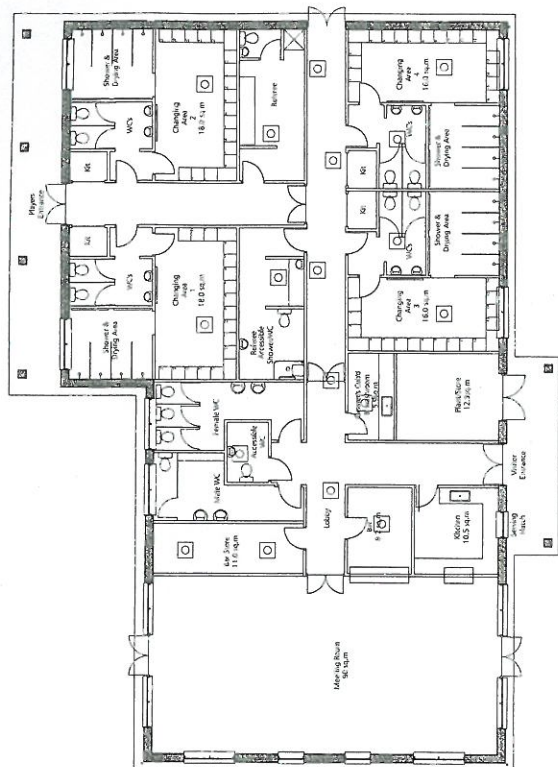
- 7.4 a vehicular and pedestrian right of way will be granted over the remainder of the Site (the route of which must be approved by the Council) to enable the transferee to obtain access to maintain the Public Open Space

ALLOTMENTS

8. Not to Occupy or allow to be occupied more than 50 Open Market Dwellings until the Allotment Land has been transferred for nil consideration to Aylsham Town Council or such other body as the Council may agree and is fenced and of a standard appropriate for cultivation and has a water supply connected

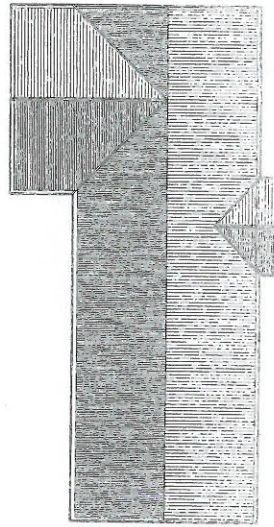
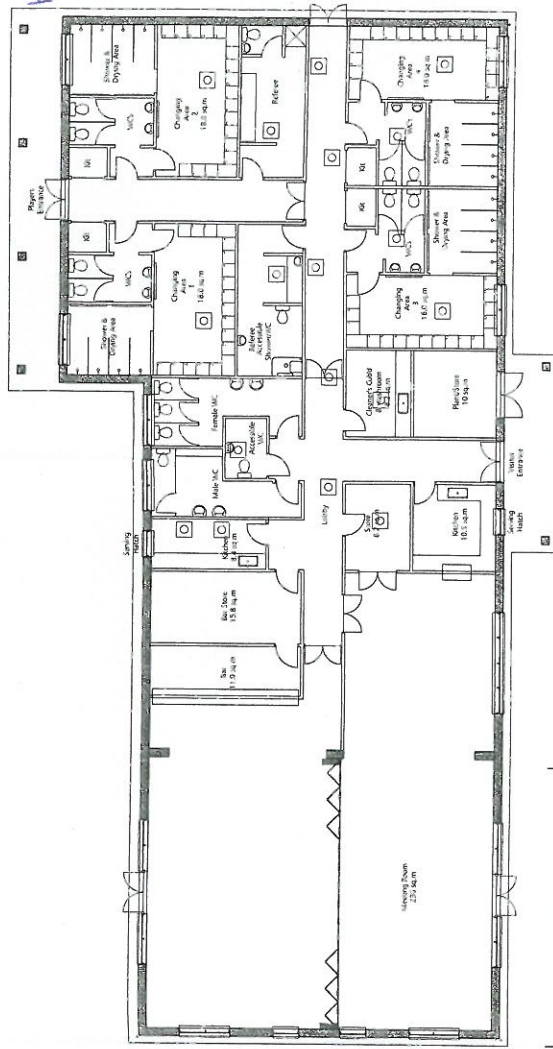
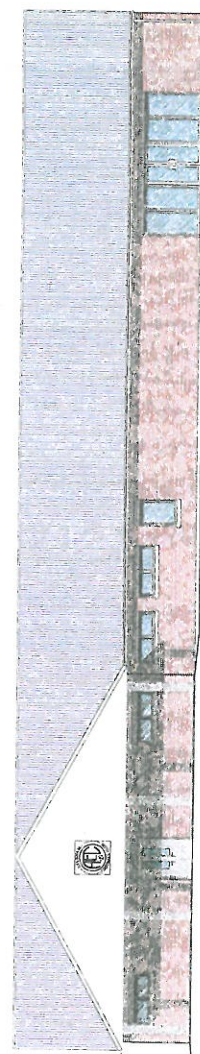
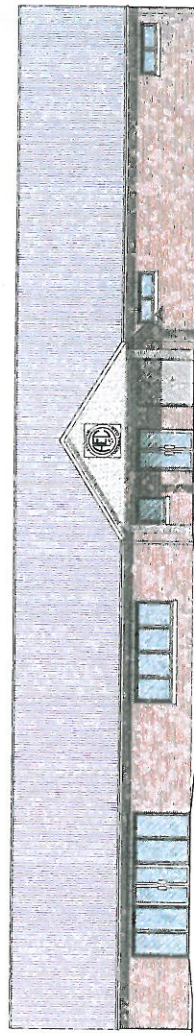
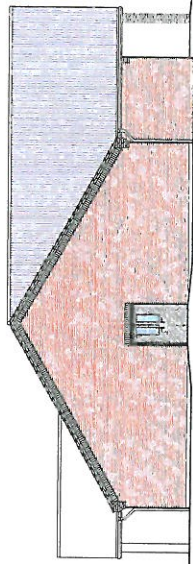
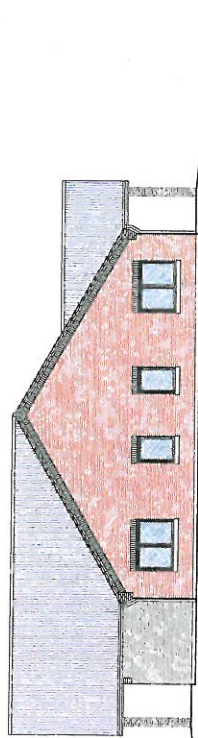
COMMUNITY FACILITIES

9. Not to Commence Development until
- 9.1 the Community Facilities Land has been transferred to the Community Trust in accordance with the Community Facilities Arrangements
- 9.2 the Community Facilities Sum has been paid to the Council or, at the Council's discretion, to the Community Trust.
10. Not to Occupy or allow to be Occupied:
- 10.1 more than 50 Open Market Dwellings until the access road and car park forming part of the Community Facilities have been completed to base course level and the recreation/sports ground forming part of the Community Facilities has been levelled and seeded
- 10.2 more than 100 Open Market Dwellings until phase 1 of the Community Facilities as shown on the attached drawing number 3903/051 has been completed and the floodlighting forming part of the Community Facilities has been installed
- 10.3 more than 150 Open Market Dwellings until phase 2 of the Community Facilities as shown on the attached drawing number 3903/052 has been completed (including the final surfacing of the access road and car park) so that the Community Facilities are completed in their entirety



PLANNING

100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR
100-111	CR/CR/CR



PLANNING

[illegible]

Chaplin Farson Limited

10 Vermont Road
PO Box 11693 Montreal
QC H3C 3K7 Canada
Tel: 514-855-5500
Fax: 514-855-5501
E-mail: info@chaplinfarson.com
Web: www.chaplinfarson.com

**Phase 2 Pavilion
Plans & Elevations**

3503

0.22

25:11.10 1:100 A1

JL MC

Don't miss this opportunity to see the plans and elevations of the new Phase 2 Pavilion at the Chaplin Farson Centre.

AFFORDABLE HOUSING

11. Not to Commence the Development unless and until the Affordable Housing Scheme has been submitted to and approved by the Director. (The Affordable Housing Scheme shall deal with and include: a timetable and programme for its implementation; the location of the Affordable Housing Units within the Site; and the mix of dwelling types. For the avoidance of doubt there shall be approximately 71 Affordable Rental Units and approximately 12 Shared Ownership Dwellings with the proviso that if more than 250 Residential Units are approved pursuant to the Planning Permission these numbers will increase. Some or all of the Shared Ownership Dwellings may be substituted by Affordable Rental Units or with the approval of the Council by Residential Units disposed of on a shared equity basis different to that of a Shared Ownership Lease. Upon approval, the Affordable Housing Scheme shall be deemed to be incorporated into the provisions of this Agreement)
12. To enter into any supplementary deeds reasonably required by the Director in giving approval to the Affordable Housing Scheme and to be responsible for the Council's reasonable legal costs in approving and agreeing any such deeds
13. Not to deliver the Affordable Housing other than in accordance with the provisions of the Affordable Housing Scheme
14. The Affordable Housing Units provided shall be constructed in accordance with and so as to meet the HCA Standards and the appropriate level of the Code at the time of construction and taking into account national guidance and locally set planning policies
15. Not to Occupy or allow to be Occupied more than 100 of the Open Market Dwellings on the Site until such time as the Affordable Housing Scheme has been fully implemented and all of the Affordable Housing Units comprised

within the Development have been constructed and are ready for Occupation and, where appropriate, have been transferred to a Registered Provider

16. Subject to Paragraph 19 not to use the Affordable Housing Units for any purpose other than for Affordable Housing
17. Subject to Paragraph 19 the Affordable Housing Units shall not be Occupied otherwise than by Qualifying Occupiers or persons nominated by the Registered Provider, as appropriate
18. Subject to Paragraph 19 where Affordable Housing Units have been transferred to a Registered Provider as part of the Affordable Housing Scheme the Registered Provider shall not thereafter dispose of its interest in the relevant Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider
19. Where Affordable Housing Units have been transferred to a Registered Provider as part of the Affordable Housing Scheme paragraphs 16, 17 and 18 above shall not be binding upon:
 - 19.1 any mortgagee exercising its power of sale in respect of the Affordable Housing Units or part thereof;
 - 19.2 any receiver or manager (including an administrative receiver) for such mortgagee;
 - 19.3 any of the Affordable Housing Units where the Registered Provider shall be required to dispose of such Affordable Housing Units pursuant to a right to buy under Part V of the Housing Act 1985 or the Right to Acquire pursuant to Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
 - 19.4 any 100% Staircaser;

- 19.5 any mortgagee of a shared ownership leaseholder lawfully exercising the mortgagee protection provisions within the Shared Ownership Lease;
- 19.6 any successor in title to persons referred to in 19.1 to 19.5 above.
20. Where Affordable Housing Units are to be transferred to a Registered Provider as part of the Affordable Housing Scheme such transfer shall be free from encumbrances and shall contain (inter alia) the following provisions:-

A grant in favour of the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units and reservations of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the Development

21. If the Owners demonstrate to the reasonable satisfaction of the Council that they are or will be unable (after using all reasonable endeavours) to secure or procure the provision of all or part of the Affordable Housing Scheme for a reasonable consideration that will allow homes to be transferred to a Registered Provider at a level that enables the Affordable Housing Units to be let at affordable rent or sold as shared ownership without the need for public subsidy but will not have a material negative impact upon the financial viability of the scheme, based on the agreed Affordable Housing Scheme the following provisions will apply
- 21.1 those parts of the Affordable Housing Scheme that the Owners have secured or procured must be provided in accordance with paragraph 15
- 21.2 those dwellings identified as part of the Affordable Housing Scheme which have not been so secured or procured ("the Relevant Properties") must be constructed and ready for Occupation before more than 100 of the Open Market Dwellings are Occupied

21.3 the Owners and the Council shall agree such reasonable arrangements as are appropriate in all of the circumstances to

21.3.1 facilitate the use of the Relevant Properties for the purpose of Affordable Housing and/or

21.3.2 allow a proportion of the sale proceeds to be used by the Council for the purpose of Affordable Housing

("the Alternative Arrangements")

21.4 For the avoidance of doubt the Alternative Arrangements may include

21.4.1 discounted sales of some or all of the Relevant Properties

21.4.2 a commuted sum or sums being paid to the Council in respect of the disposal of some or all of the Relevant Properties

21.4.3 a number of the Relevant Properties being gifted to a Registered Provider

21.5 Paragraph 12 shall apply to the Alternative Arrangements

21.6 For the avoidance of doubt clause 11 shall apply for the purposes of determining the Alternative Arrangements if they cannot be agreed

SCHEDULE 1

Part 2

Owner's covenants with the County Council

NOTIFICATION OF TRIGGER DATES

1. To promptly notify the County Council in writing of
 - 1.1 the Commencement Date

- 1.2 the date it is anticipated that the first of the Residential Units will be Occupied
- 1.3 the date of actual Occupation of the first of the Residential Units
- 1.4 the date of Occupation of 10, 100, 150, 200 and 250 Residential Units
- 1.5 the date of Occupation of all of the Residential Units

PAYMENTS

- 2. Not to begin the Development until the County Council's Monitoring Fee has been paid to the County Council

- 3. To pay to the County Council the Travel Plan Sum in the following manner:
 - 3.1 20% (as Index Linked) plus a service charge of £300 within three months of the Commencement Date
 - 3.2 20% (as Index Linked) plus a service charge of £300 before any of the Residential Units are Occupied
 - 3.3 20% (as Index Linked) plus a service charge of £300 before more than 100 Residential Units are Occupied
 - 3.4 20% (as Index Linked) plus a service charge of £300 before more than 150 are Occupied
 - 3.5 20% (as Index Linked) plus a service charge of £300 and plus the Travel Plan Additional Contribution (as Index Linked) before more than 200 Residential Units are Occupied (provided that if there are less than 250 Residential Units permitted to be constructed as part of the Development there shall be deducted from this final payment the sum of £450 (as Index Linked) for each Residential Unit below 250

- 4. To pay to the County Council:
 - 4.1 50% of the Public Transport Sum before any of the Residential Units are Occupied
 - 4.2 the remainder of the Public Transport Sum before 50% of the Residential Units are Occupied

5. To pay to the County Council the Library Contribution before the Occupation of more than 10 Residential Units
6. To pay to the County Council:
 - 6.1 50% of the Education Contribution before 50% of the Residential Units are Occupied
 - 6.2 the remainder of the Education Contribution before 75% of the Residential Units are Occupied

SCHEDULE 2

(Age Range)	Cost per dwelling (£) [tbc]		
	House (Multi-bed)	Flat (Multi-bed)	1-Bed Unit
Nursery	489	244	0
Infant	1,328	644	0
Junior	1,630	815	0
High	2,456	1,228	0
Total	£5,903	£2,931	0

- 1.1 The Education Contribution to be paid in respect of each Residential Unit being a house having two or more bedrooms shall be £5,903 (as Index Linked)
- 1.2 The Education Contribution to be paid in respect of each Residential Unit being a flat or apartment having two or more bedrooms shall be £2,931 (as Index Linked)

PROVIDED THAT there shall be no Nursery element payable in respect of the first 192 Residential Units to be Occupied (being Residential Units in respect of which an Education Contribution is required) and the Education Contribution payable shall be reduced accordingly

SCHEDULE 3

Part 1

1. If the Council has not used all of the Public Open Space Maintenance Sum for the maintenance (and in the case of landscaping and equipment, its renewal) of the Public Open Space and equipment on it and landscaping within the Site within 20 years of the date of final Occupation of all of the Residential Units it will within 28 days repay the balance to the person who paid it
2. If the Community Facilities Sum is paid to the Council it will forward it to the Community Trust within 14 days of its receipt or within 14 days of the Community Trust being identified if not so identified as at the date of receipt

SCHEDULE 3

Part 2

1. In the event that the Library Contribution has not been spent or committed by the County Council for the provision of library services and/or facilities necessitated by the Development within 5 years of the date of final Occupation of all of the Residential Units the County Council shall within 28 days repay any unspent part of the Library Contribution together with interest accrued to the party who paid it
2. In the event that the Education Contribution has not been spent or committed by the County Council for the cost of school provision necessitated by the Development within 5 years of the date of final Occupation of all of the Residential Units the County Council shall within 28 days repay any unspent part of the Education Contribution together with interest accrued to the party who paid it

3. In the event that the Public Transport Sum has not been spent or committed by the County Council as a contribution towards the operation of a flexi bus (or similar public transport service) serving Aylsham within 5 years of final occupation of all of the Residential Units the County Council shall within 28 days repay any unspent part of the Public Transport Sum together with interest accrued to the party who paid it
4. The County Council will procure that the Travel Plan Sum is used for the provision of a travel plan, including a framework of options/measures to enable and encourage people to travel more sustainably and reduce the need to travel altogether 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

and in the event that this sum has not been spent or committed by the County Council for this specified purpose within 5 years of the date of final Occupation of all of the Residential Units the County Council shall within 28 days repay any unspent part of the sums together with interest accrued to the party who paid it

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

THE COMMON SEAL of
BROADLAND DISTRICT
COUNCIL

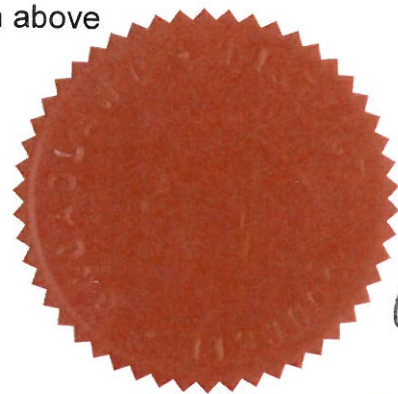
was hereunto affixed
in the presence of

)
)
)
)
)

M. Munnell

Head of Democratic Services and
Monitoring Officer

Authorised Officer



697

THE COMMON SEAL of
NORFOLK COUNTY COUNCIL

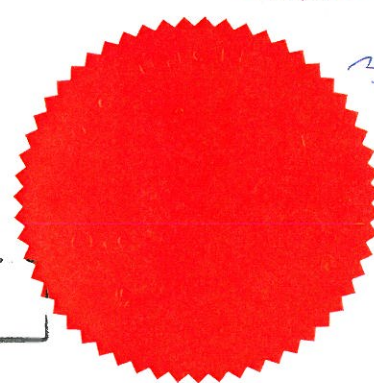
was hereunto affixed
in the presence of

)
)
)
)

C. P. Shumme

on behalf of:

Head of Law



32452

SIGNED as a DEED by
WILLIAM HAROLD
YOUNGS in the presence of

)
)
)
)

W. H. Youngs

Mr Holt

Robert David Hutton

1 St James Court

Whitby Nomi NR31 1PU

Schick

SIGNED as a DEED by
JENNIFER MARY YOUNGS in
the presence of

)
)
)
)

J. M. Youngs

Mr Holt

as above

Schick

SIGNED as a DEED by
NICHOLAS GERALD YOUNGS in
the presence of

)
)
)
)

N. G. Youngs

Mr Holt

as above

Schick

ANNEX

PLAY SPACES and BUFFER ZONES

Our requirement for recreational open space is 2.4ha per 1000 population and is made up of two elements formal sport (1.6ha and play spaces (0.8ha)

PLAY SPACES

Play spaces are made up of two elements, an 'Activity Zone' that normally contains the play equipment and or a space for ball games and an area for informal recreational use. The play space will vary in size depending on the type of play space provided.

As a guide the number and type of play spaces that has been specified in the SPD for Recreational Open Space has been calculated at the following levels per 1000 population. 4 LAPS, 2 LEAPS and 0.4 of a NEAP.

It is also important that consideration and equal weight is given to the following factors which could be particularly important in rural areas where scope to improve and access to play spaces maybe limited.

- a) The quality of any existing play space(s) on site or in the parish.
- b) The quantity of any existing play space(s) on site or in the parish.
- c) Accessibility to alternative play spaces.

Size of play space types

Type of play space	Total area	Size of equipped play space. (Activity zone)	Size of the informal area
LAP	400 sq metres	100 sq metres	300 sq metres
LEAP	1,600 sq metres	400 sq metres	1,200 sq metres
NEAP (0.4)	3,358 sq metres	1,000 sq metres	2,358 sq metres

Definition of play space types

1. A LAP (Local Area for Play). A play space of approximately 400 sq metres in size that should be within 1 min / 100metres of children's homes sited as near to the centre of the development as possible. The area should be landscaped and may contain an activity zone primarily intended for children up to 6 years in age, this should be a minimum of 100sq metres in size.
Depending on its location a low fence maybe required around the activity zone and the site if equipped should be signed. The area should be stimulating for children.
Please see design principles listed below.
2. A LEAP (Local Equipped Area for Play). A play space of approximately 1,600 sq metres in size located within 400mtrs of children's homes or 5 mins walking time. The area should be landscaped and contain an activity zone of at least 400sq metres primarily for children up to 12 years. The area should be stimulating for children.
Please see design principles listed below.
3. A NEAP (Neighbourhood Equipped Area for Play). A play area of approximately 3,358 sq mtrs in size located within 1000mtrs of children's homes or 15mins walking time. The area should be landscaped and contain an activity zone of 1000sq metres in size + a ball sports area. The space should cater for children and teenagers. The area should be stimulating for children.
Please see design principles listed below.

Design Principles: From guidance provided by Fields in Trust (NPFA)

1. Appropriate to the needs of the local community
2. Accessible for every child within the appropriate walking time. E.g. LAP 1min / 100mtrs.
3. Accessible without having to cross main roads, railways or waterways
4. Sited in open, welcoming locations
5. Separated from areas of major vehicle movements and accessible directly from pedestrian routes
6. Sited on land of natural topography or land capable of being landscaped
7. Designed in accordance with the requirements of the DDA Act 1995
8. Designed so that high climbing structures are as far away from nearby dwellings as possible
9. Integrated as far as possible with other open spaces and areas of amenity planting to provide separation from nearby dwellings
10. Visible from nearby dwellings or well used pedestrian routes
11. Accessible by footpath with a firm surface
12. Surfaced in a manner fitting to the intensity of use
13. Provide seating for accompanying adults
14. *** Designed to provide stimulating and challenging play experience that may include equipment and other features providing the following opportunities (activities) for balancing, rocking, climbing, overhead activities, sliding, swinging, jumping, crawling, rotating, imaginative play, social play and natural materials such as sand and water should be considered. On larger developments formal ball games areas should be included.**

*** We should be looking to provide a minimum of 5 activities in smaller play spaces LAPS and 8 activities in larger play spaces LEAPS & NEAPS.**

BUFFER ZONES

It is recommended when looking at the layout of any proposed play space that a 'Buffer Zone' is provided between the dwellings and any proposed 'Activity Zone'. Buffer zones are intended to reduce possible noise or disturbance to nearby dwellings. The size of the buffer zone will be dependant on the type of activity zone, as a guide.

- **A LAP (Local Area for Play)**
The activity zone should have a buffer zone of at least 5mtrs in depth which is measured to the edge of the nearest dwelling.
- **A LEAP (Local Equipped Area for Play)**
The activity zone should have a buffer zone of at least 10mtrs in depth which should be measured to the boundary of the nearest dwelling.
- **A NEAP (Neighbourhood Equipped Area for Play)**
The activity zone should have a buffer zone of at least 30mtrs in depth which should be measured to the boundary of the nearest dwelling.

NB. The Buffer zone can include (but not necessarily) all or part of the informal play space, surrounding paths, roads, etc.