

DATED

23RD MAY

2013

BROADLAND DISTRICT COUNCIL (1)

NORFOLK COUNTY COUNCIL (2)

MICHAEL FRANCIS TRAFFORD (3)

SPIXWORTH PARISH COUNCIL (4)

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

Relating to
Land off Crostwick Lane, Spixworth

Birketts

Birketts LLP
Thirty Station Road
Cambridge
CB1 2RE

T: +44 (0)1223 326600
F: +44 (0)1223 326629
DX: 131969 Cambridge 6
E: mail@birketts.co.uk

www.birketts.co.uk

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DATE

23RD MAY

2013

PARTIES

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU ("the District Council")
- (2) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2SG ("the County Council")
- (3) **MICHAEL FRANCIS TRAFFORD** care of Trafford Estate Office, Home Farm, Wroxham, Norwich, Norfolk NR12 8SY ("the Owner")
- (4) **SPIXWORTH PARISH COUNCIL** of Council Office, Village Hall, Crostwick Lane, Spixworth, Norwich NR10 3NQ ("the Parish")

INTRODUCTION

- (A) The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is also a local planning authority for the purposes of the Act, the local education authority and the library service provider for the area within which the Site is located.
- (C) The Owner is the freehold owner of the Site which is registered at the HM Land Registry under title number NK335249 and part of title number NK322426 but has granted an option to develop the Site to Hopkins Homes Limited.
- (D) Hopkins Homes Limited has submitted the Application to the District Council.
- (E) The Parish are the parish council for the area in which the Site is situated and are a party for the purposes of the On Site Open Space.
- (F) The District Council having regard to the provisions of the development plan and all other relevant material considerations has resolved to grant the Planning Permission subject to conditions and the completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. **DEFINITIONS**

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

"Act"	the Town and Country Planning Act 1990 as amended
"Affordable Housing"	Those 17 Dwellings to be provided as part of the Development in accordance with the Affordable Housing Table and Schedule 3 to this Deed which are not sold for their full market value but are made available as Rented Dwellings to provide housing for people whose needs are not met by the market
"Affordable Housing Unit"	Any individual Dwelling constructed as Affordable Housing and "Affordable Housing Units" shall be construed accordingly
"Affordable Housing Table"	the table contained in Schedule 7 of this Deed
"Application"	the application for full planning permission received on 11 June 2012 by the District Council for the Development and allocated reference number 20120850
"Chargee"	either: any mortgagee or chargee of the Registered Provider or; the successors in title to such mortgagees or chargees or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for

	the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, the erection of any temporary means of enclosure and the temporary display of site notices or advertisements and "Commence Development" and "Commence" shall be construed accordingly
"County Council Monitoring Payment"	The sum of £600 (six hundred pounds) in connection with the County Council's monitoring of implementation and compliance with the terms of this Deed
"Development"	the development of the Site for the erection of 54 Dwellings comprising 45 houses, 7 bungalows and 2 flats as permitted by the Planning Permission
"District Council Monitoring Charge"	The sum of £664 (six hundred and sixty four pounds) in connection with the District Council's monitoring of implementation and compliance with the terms of this Deed
"Dwelling"	any residential dwelling (including a house, flat, bungalow or maisonette) to be constructed on the Site pursuant to the Planning Permission
"Education Contribution"	the sum of £141,851 (one hundred and forty one thousand eight hundred and fifty one pounds) Index Linked
"HCA Standards"	The Housing Quality Indicators and Design & Quality Standards specified by the Homes and Communities Agency
"Index Linked"	Means index linked from 7 November 2012 until such time that payment of any sum specified in this Deed is made such index linking to be equivalent to any increase or decrease in such sums in proportion to the increase and decrease in the Royal Institution of Chartered Surveyors Building Cost Information Service All in Tender Index (or if such index ceases to be published such other index as the County Council shall reasonably determine)
"Library Contribution"	The sum of £3,240 (three thousand two hundred and

forty pounds) Index Linked


“Local Lettings Policy”	The order in which each Affordable Housing Unit is to be allocated and which is set out in Schedule 3
“Occupation” “Occupied” and “Occupy”	occupation of a building as a Dwelling 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 or any other activity preparatory to the use of the Site for the purposes authorised by the Planning Permission
“Open Market Dwellings”	Dwellings other than Affordable Housing Units
“On Site Open Space”	that part of the Site identified hatched red on the planning layout plan to be provided levelled and seeded with grass as on site open space
“On Site Open Space Scheme”	A plan, specification (which shall include services reasonably required for the use of the On Site Open Space and diversion of the overhead electricity cables) and timetable of implementation detailing the On Site Open Space and its necessary maintenance prior to the transfer of the On Site Open Space to the Parish in accordance with the terms of this Deed
“Plan”	the 'site location plan' attached to this Deed
“Planning Permission”	the full planning permission subject to conditions to be granted by the District Council pursuant to the Application as set out substantially in the draft in Schedule 2
“Public Subsidy”	Grant funding provided by the District Council or the Homes and Communities Agency or any successor body for the provision of the Affordable Housing
“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

Qaht Seddi



House type	Description	Area	Price
1	1 bed semi detached house (2 stories)	110	20
2	2 bed semi detached house (2 stories)	120	25
3	3 bed semi detached house (2 stories)	130	30
4	4 bed semi detached house (2 stories)	140	35
5	5 bed semi detached house (2 stories)	150	40
6	6 bed semi detached house (2 stories)	160	45
7	7 bed semi detached house (2 stories)	170	50
8	8 bed semi detached house (2 stories)	180	55
9	9 bed semi detached house (2 stories)	190	60
10	10 bed semi detached house (2 stories)	200	65
11	11 bed semi detached house (2 stories)	210	70
12	12 bed semi detached house (2 stories)	220	75
13	13 bed semi detached house (2 stories)	230	80
14	14 bed semi detached house (2 stories)	240	85
15	15 bed semi detached house (2 stories)	250	90
16	16 bed semi detached house (2 stories)	260	95
17	17 bed semi detached house (2 stories)	270	100
18	18 bed semi detached house (2 stories)	280	105
19	19 bed semi detached house (2 stories)	290	110
20	20 bed semi detached house (2 stories)	300	115
21	21 bed semi detached house (2 stories)	310	120
22	22 bed semi detached house (2 stories)	320	125
23	23 bed semi detached house (2 stories)	330	130
24	24 bed semi detached house (2 stories)	340	135
25	25 bed semi detached house (2 stories)	350	140
26	26 bed semi detached house (2 stories)	360	145
27	27 bed semi detached house (2 stories)	370	150
28	28 bed semi detached house (2 stories)	380	155
29	29 bed semi detached house (2 stories)	390	160
30	30 bed semi detached house (2 stories)	400	165
31	31 bed semi detached house (2 stories)	410	170
32	32 bed semi detached house (2 stories)	420	175
33	33 bed semi detached house (2 stories)	430	180
34	34 bed semi detached house (2 stories)	440	185
35	35 bed semi detached house (2 stories)	450	190
36	36 bed semi detached house (2 stories)	460	195
37	37 bed semi detached house (2 stories)	470	200
38	38 bed semi detached house (2 stories)	480	205
39	39 bed semi detached house (2 stories)	490	210
40	40 bed semi detached house (2 stories)	500	215
41	41 bed semi detached house (2 stories)	510	220
42	42 bed semi detached house (2 stories)	520	225
43	43 bed semi detached house (2 stories)	530	230
44	44 bed semi detached house (2 stories)	540	235
45	45 bed semi detached house (2 stories)	550	240
46	46 bed semi detached house (2 stories)	560	245
47	47 bed semi detached house (2 stories)	570	250
48	48 bed semi detached house (2 stories)	580	255
49	49 bed semi detached house (2 stories)	590	260
50	50 bed semi detached house (2 stories)	600	265
51	51 bed semi detached house (2 stories)	610	270
52	52 bed semi detached house (2 stories)	620	275
53	53 bed semi detached house (2 stories)	630	280
54	54 bed semi detached house (2 stories)	640	285
55	55 bed semi detached house (2 stories)	650	290
56	56 bed semi detached house (2 stories)	660	295
57	57 bed semi detached house (2 stories)	670	300
58	58 bed semi detached house (2 stories)	680	305
59	59 bed semi detached house (2 stories)	690	310
60	60 bed semi detached house (2 stories)	700	315
61	61 bed semi detached house (2 stories)	710	320
62	62 bed semi detached house (2 stories)	720	325
63	63 bed semi detached house (2 stories)	730	330
64	64 bed semi detached house (2 stories)	740	335
65	65 bed semi detached house (2 stories)	750	340
66	66 bed semi detached house (2 stories)	760	345
67	67 bed semi detached house (2 stories)	770	350
68	68 bed semi detached house (2 stories)	780	355
69	69 bed semi detached house (2 stories)	790	360
70	70 bed semi detached house (2 stories)	800	365
71	71 bed semi detached house (2 stories)	810	370
72	72 bed semi detached house (2 stories)	820	375
73	73 bed semi detached house (2 stories)	830	380
74	74 bed semi detached house (2 stories)	840	385
75	75 bed semi detached house (2 stories)	850	390
76	76 bed semi detached house (2 stories)	860	395
77	77 bed semi detached house (2 stories)	870	400
78	78 bed semi detached house (2 stories)	880	405
79	79 bed semi detached house (2 stories)	890	410
80	80 bed semi detached house (2 stories)	900	415
81	81 bed semi detached house (2 stories)	910	420
82	82 bed semi detached house (2 stories)	920	425
83	83 bed semi detached house (2 stories)	930	430
84	84 bed semi detached house (2 stories)	940	435
85	85 bed semi detached house (2 stories)	950	440

Site Info		
Own Market	37	17
Available Plots	54	54
Total		
Parking		
Garage Spaces	49	49
Parking Spaces	37	37
Seeml Spaces	33	33
Total	123	123

 HOPKINS HOMES	1601 TOR PARK DRIVE SUITE 100 SUFFOLK, VA 23063 TEL. 0114 48000 FAX. 0114 85002		ADDRESS Croswick Lane Sparrowth	PLANNING LAYOUT
	DATE April 2012	DRAWING NUMBER 1500 @ A1	SHEET NUMBER SPT1002	SCALE A

Head of Department of
Monitoring Office

2008 (or any statutory re-enactment or modification thereof)

"Rented Dwellings"

Affordable Housing Units rented by a Registered Provider at levels not exceeding 80% of the market rent inclusive of service charge, or not exceeding the Local Housing Allowance whichever is the lesser

"RTA Purchaser"

A former tenant of an Affordable Housing Unit who purchases or takes a long lease of that Affordable Housing Unit under the provisions of the Right to Acquire pursuant to Section 180 of the Housing and Regeneration Act 2008 or the Preserved Right to Buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of Registered Providers to purchase their homes

"Site"

the land shown edged red on the Plan and described in the Schedule 1 against which this Deed may be enforced

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed.

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

2.3 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.

2.4 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 severally unless there is an express provision otherwise.

2.5 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.

2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council, the County Council and the Parish their successor or successors to their respective relevant statutory functions.

2.7 The headings are for reference only and shall not affect construction.

3. **LEGAL BASIS**

3.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable as such by the District Council and the County Council as appropriate.

4. **CONDITIONALITY**

4.1 This Deed is conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 the Commencement of Development

save for the provisions of clauses 1, 2, 7, 8, 9, 10 and 11 which shall come into effect immediately upon completion of this Deed.

5. **THE OWNER'S COVENANTS**

5.1 The Owner covenants with the District Council as set out in Schedule 3 and in relation to the On Site Open Space the Parish as set out in Schedule 3.

5.2 The Owner covenants with the County Council as set out in Schedule 4.

5.3 The Owner hereby covenants that it is the freehold owner of the Site and has full power to enter into this Deed and that the Site is free from all mortgages charges or other encumbrances save for those affecting the Site and contained or referred to in the title numbers stated in recital (c) as at the date hereof and that there is no other person having an interest in the Site other than as set out in this Deed whose consent is necessary to make this Deed binding on the Site and all estates and interests in it and other than as notified in writing to the County Council's Head of Law and the District Council prior to the date hereof.

5.4 The Owner hereby covenants with the District Council, the County Council and the Parish to notify the District Council, the County Council and the Parish (as appropriate) of the reaching of any of the relevant Occupation or completion

thresholds relating to the obligations contained in this Deed such notification to be given within 14 days of reaching such threshold

6. THE DISTRICT COUNCIL'S AND THE COUNTY COUNCIL'S AND THE PARISH'S COVENANTS

6.1 The District Council covenants with the Owner to comply with any terms within this Deed as expressed to be on behalf of the District Council.

6.2 The County Council covenants with the Owner as set out in Schedule 6.

6.3 The Parish covenants with the District Council and Owner to comply with any terms within this Deed as expressed to be on behalf of the Parish

7. MISCELLANEOUS

7.1 The Owner shall pay to the District Council the Parish Council and the County Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.

7.2 The Owner shall pay the County Council Monitoring Payment to the County Council and the District Council Monitoring Charge to the District Council on completion of this Deed.

7.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7.4 This Deed shall be registered as a local land charge by the District Council.

7.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or the County Council or the Parish 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 by the District Council shall be given on behalf of the District Council by the Head of Planning (or the officer of the District Council fulfilling such functions).

7.6 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

7.7 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.

- 7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or part thereof in relation to any breach of this Deed on part only of the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest and for the purposes of this clause a person parts with an interest in the Site notwithstanding the retention of easements or the benefit of covenants, restrictions or reservations in respect of it.
- 7.10 Save for the Occupation restrictions in Schedule 3, an individual purchaser or lessee of any Dwelling or any mortgagee shall not be liable in relation to any breach of this Deed which occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a contract for such purchase or lease
- 7.11 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.
- 7.12 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.13 Neither the District Council nor the County Council shall be liable to any person under this Deed after that person has parted with any interest in the Site in relation to that part but without prejudice to any liability arising prior thereto
- 7.14 All sums payable by the Owner under this Deed shall carry interest at the rate of 4% above base rate of the HSBC Bank from the date due until the date of actual payment

8. WAIVER

No waiver (whether expressed or implied) by the District 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 District Council or the County Council as appropriate from enforcing any of the relevant terms or conditions or covenants or from acting upon any subsequent breach or default in respect thereof.

9. DISPUTE PROVISIONS

- 9.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 9.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 9.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 9.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 9.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 9.5 The provisions of this clause shall not affect the ability of the parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

10. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

11. **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.

12. **VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable. If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed 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.

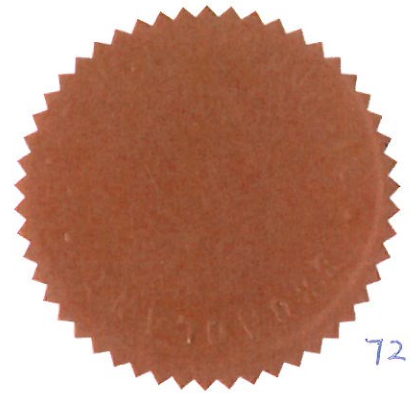
IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

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

Authorised Officer

M. Munn

Head of Democratic Services and
Monitoring Officer



7217

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

[Signature]

authorised to sign
on behalf of

Authorised Officer



35915

SIGNED AS A DEED by
MICHAEL FRANCIS TRAFFORD
in the presence of:

Mich. F. Trafford

J. Sindrick

Witness:

Witness Address:

16 HACK FORD
HARDINGHAM
NR9 4ED.

Witness occupation:

ADMINISTRATOR.

AND PLEASE
SIGN PLAIN

EXECUTED AS A DEED by two members of
SPIXWORTH PARISH COUNCIL

[Signature]

Jack Sadler

in the presence of:

Rosemary A. Rose

Witness: ROSAMUND A. ROSE

Witness Address: SWAN COTTAGE, LAMPS
NORWICH, NR10 5AF

Witness occupation: CLERK TO SPIXWORTH PARISH COUNCIL

SCHEDULE 1

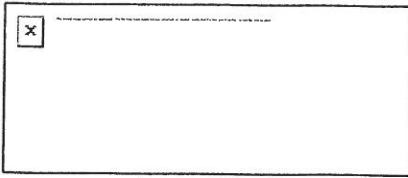
DETAILS OF THE OWNER'S TITLE, AND DESCRIPTION OF THE SITE

The Freehold land shown edged with red on the Plan being land off Crostwick Lane, Spixworth the title to which is registered at the Land Registry with title number NK335249 and part of NK322426.

MELTON PARK HOUSE,
MELTON, WOODBRIDGE,
SUFFOLK IP12 1TJ
TEL: 01394 446800, FAX: 01394 38

SCHEDULE 2

DRAFT PLANNING PERMISSION



www.broadland.gov.uk

Application Number
20120850

AMEC Environment & Infrastructure UK Ltd
Attn. Mr Clive Harridge
Consultant Planner
Gables House
Kenilworth Road
Leamington Spa
Warwickshire
CV32 6JX

Date Of Decision : 07 November 2012
Development : Erection of 54 Dwellings together with provision of Vehicular Accesses, Footpaths, Parking, Garaging, Open Space, Drainage & Landscaping
Location : Land North of Crostwick Lane, Spixworth
Applicant : Hopkins Homes

Town & Country Planning Act 1990

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

- 1 The development to which this permission relates must be begun not later than **THREE** years beginning with the date on which this permission is granted.
- 2 The development hereby permitted shall not be carried out otherwise than in accordance with the plans and documents listed below.
- 3 The development hereby permitted shall be carried out in accordance with the measures set out in Sections 5.0 - 9.0 and Appendices 1.3, 2.1, 2.2 & 3.1 of the submitted Arboricultural Implications Assessment and Method Statement undertaken by Hayden's Arboricultural Consultants produced 17 May 2012.
- 4 Prior to the commencement of development full details of landscape works 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:
 - plans identifying all proposed planting;
 - 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.

If within a period of **FIVE** years from the date of planting, any tree or plant or

any tree or plant planted in replacement for it, is removed, uprooted or is destroyed or dies, [or becomes in the opinion of the local planning authority, seriously damaged or defective] another tree or plant of the same species and size as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

- 5 Prior to the occupation of any dwelling, a landscape management plan, including long-term design objectives, management responsibilities and maintenance schedules for all non-domestic landscape areas shall be submitted to and agreed in writing with the Local Planning Authority. The development shall be carried out in accordance with the details as agreed and the management of the landscaping shall commence immediately after planting in accordance with the agreed details.
- 6 No works or development shall take place until a scheme for the protection of the retained trees & hedgerows to comply with the relevant sections of BS5837:2012 - Trees in relation to design, demolition and construction - Recommendations (section 5.5 the Tree Protection Plan) has been agreed in writing with the LPA. This scheme shall include;
 - (a) the details and positions of the Construction Exclusion Zones (section 6.2).
 - (b) the details and positions of the underground service runs (section 7.7).
 - (c) the details of any changes in levels or the position of any proposed excavations within 5 metres of the Root Protection Area (para. 4.6.1) of any retained tree, including those on neighbouring or nearby ground.
- 7 No trees or hedges shall be cut down, uprooted, destroyed or pruned in any manner, (be it branches, stems or roots), other than in accordance with the approved plans and particulars, without the prior written approval of the Local Planning Authority. Any trees or hedges removed without consent shall be replaced during the next available planting season with trees of such size and species as agreed in writing with the Local Planning Authority. All tree works shall be carried out in accordance with BS3998.
- 8 The tree management work recommended in the Arboricultural Impact Assessment produced 17 May 2012 shall be carried out to the satisfaction of and in consultation with the Broadland District Council Conservation (Arboricultural) Officer and in accordance with the requirements of BS 3998:2010 and BS 5837:2012 "Trees in relation to design, demolition and construction - Recommendations" prior to the commencement of construction work on the site.
- 9 All existing hedges or hedgerows shall be retained and maintained at a minimum height to be agreed in writing by the Local Planning Authority, unless specified on the approved drawings as being removed. Prior to commencement of development, all hedges and hedgerows on and immediately adjoining the site shall be protected from damage during the construction period, in accordance with details submitted to and approved by the Local Planning Authority. Any parts of the hedge or hedgerow removed without the consent or which die or become, seriously diseased or otherwise damaged within five years following contractual practical completion of the

approved development shall be replaced in accordance with details submitted to and approved by the Local Planning Authority.

- 10 No works or development shall take place until a scheme of supervision for the arboricultural protection measures has been approved in writing by the LPA. This scheme will be appropriate to the scale and duration of the works and may include details of:
- (a) induction and personnel awareness of arboricultural matters.
 - (b) identification of individual responsibilities and key personnel.
 - (c) statement of delegated powers.
 - (d) timing and methods of site visiting and record keeping, including updates.
 - (e) procedures for dealing with variations and incidents.
- The LPA may require the scheme of supervision to be administered by a qualified arboriculturist approved by the LPA but instructed by the applicant.
- 11 The development hereby permitted shall comply with Code for Sustainable Homes level 4 for water as a minimum standard.
- 12 A lighting strategy for the development shall be submitted to and approved in writing by the Local Planning Authority and subsequently implemented, prior to the occupation of any dwelling.
- 13 None of the dwellings shall be occupied until the development hereby permitted has incorporated the provision of a water hydrant for the purposes of fire fighting.
- 14 No development shall take place until an archaeological written scheme of investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions; and 1) The programme and methodology of site investigation and recording, 2) The programme for post investigation assessment, 3) Provision to be made for analysis of the site investigation and recording, 4) Provision to be made for publication and dissemination of the analysis and records of the site investigation, 5) Provision to be made for archive deposition of the analysis and records of the site investigation and 6) Nomination of a competent person or persons/organization to undertake the works set out within the written scheme of investigation.
- 15 No development shall take place other than in accordance with the written scheme of investigation approved under Condition 14.
- 16 The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the archaeological written scheme of investigation approved under Condition 14 and the provision to be made for analysis, publication and dissemination of results and archive deposition has been secured.
- 17 The dwellings on Plots 32 - 36 shall be of single storey construction and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order, revoking, re-enacting or modifying that order), no dormer windows or other openings to the roof space

shall be provided unless the prior consent of the Local Planning Authority has been obtained.

- 18 Prior to commencement of the development details of energy efficient design and the construction of on-site equipment to secure at least 10% of the development's energy from decentralised and renewable or low-carbon sources shall be submitted to and approved by the Local Planning Authority. The details as approved shall be completed prior to the first occupation of any of the dwellings hereby permitted and thereafter shall be maintained.
- 19 Surface water drainage, incorporating sustainable drainage principles and the mitigation measures identified within the relevant sections of the Amended Drainage Strategy received 12 September 2012 and Amended Addendum to the Land South of Spixworth Drainage Strategy (Ref:39146r016i3) received 19 February 2013 shall be fully implemented prior to the first occupation of the development and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.
- 20 Prior to the commencement of development details of who will be responsible for the adoption and maintenance of every aspect of the surface water drainage strategy for the lifetime of the development shall be submitted to and approved in writing by the Local Planning Authority, along with details of the future maintenance schedule.
- 21 Prior to the commencement of development, details of ecological enhancements together with a timetable for implementation, as identified in Section 4 of the Ecology Appraisal (AMEC Environment, dated May 2012) and Section 3.4 & 4.4 of the Additional Protected Species Report received 12 September 2012 shall be submitted to and agreed in writing by the Local Planning Authority.
- 22 No works shall commence on the site until such time as detailed plans of the roads, footways, foul and surface water drainage have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. All construction works shall be carried out in accordance with the approved plans.
- 23 No works shall be carried out on roads, footways, foul and surface water sewers otherwise than in accordance with the specifications of the Local Planning Authority in consultation with the Highway Authority.
- 24 Before any dwelling is first occupied the road(s) and footway(s) shall be constructed to binder course surfacing level from the dwelling to the adjoining County road in accordance with the details to be approved in writing by the Local Planning Authority in consultation with the Highway Authority.
- 25 Notwithstanding the details indicated on the submitted drawings no works shall commence on site until a detailed scheme for the off-site highway improvement works as indicated on Revised Site Access Arrangement drawing 31946-L20 received 31 October 2012, have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.

- 26 Prior to the first occupation of the development hereby permitted the off-site highway improvement works referred to in Condition 25 shall be completed to the written satisfaction of the Local Planning Authority in consultation with the Highway Authority.

The reasons for the conditions are:-

- 1 The time limit is imposed in compliance with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 For the avoidance of doubt and to ensure the satisfactory development of the site in accordance with the specified approved plans and documents.
- 3 To protect the health of trees to be retained in the interest of amenity in accordance with Policies GS3 and ENV5 of the Broadland District Local Plan (Replacement) 2006.
- 4 In the interest of maintaining the amenity value of the area in accordance with Policies GS3 and ENV5 of the Broadland District Local Plan (Replacement) 2006.
- 5 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.
- 6 To avoid damage to health of existing trees and hedgerows in accordance with Policies GS3 and ENV5 of the Broadland District Local Plan (Replacement) 2006.
- 7 In the interest of maintaining the amenity value of the area in accordance with Policies GS3 and ENV5 of the Broadland District Local Plan (Replacement) 2006.
- 8 To protect the health of trees to be retained in the interest of amenity in accordance with Policies GS3 and ENV5 of the Broadland District Local Plan (Replacement) 2006.
- 9 To ensure continuity of amenity afforded by existing hedges or hedgerows in accordance with Policy ENV5 of the Broadland District Local Plan (Replacement) 2006.
- 10 In the interest of maintaining the amenity value of the area in accordance with Policies GS3 and ENV5 of the Broadland District Local Plan (Replacement) 2006.
- 11 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.
- 12 To ensure the satisfactory development of the site in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 13 In order to secure a satisfactory form of development in accordance with

Policies GS3 and GS4 of the Broadland District Local Plan (Replacement) 2006

- 14 To enable Norfolk County Council Historic Environment Service to keep a watching brief on the site in accordance with Policy ENV20 of the Broadland District Local Plan (Replacement) 2006.
- 15 To enable Norfolk County Council Historic Environment Service to keep a watching brief on the site in accordance with Policy ENV20 of the Broadland District Local Plan (Replacement) 2006.
- 16 To enable Norfolk County Council Historic Environment Service to keep a watching brief on the site in accordance with Policy ENV20 of the Broadland District Local Plan (Replacement) 2006.
- 17 To prevent overlooking to the detriment of the amenities of the adjacent properties in accordance with Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 18 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.
- 19 To prevent flooding and to ensure satisfactory arrangements for surface water drainage are provided for within the scheme for the lifetime of the proposed development in accordance with Policy 1 of the Joint Core Strategy for Broadland, Norwich and South Norfolk: 2011.
- 20 To prevent flooding and to ensure satisfactory arrangements for surface water drainage are provided for within the scheme for the lifetime of the proposed development in accordance with Policy 1 of the Joint Core Strategy for Broadland, Norwich and South Norfolk: 2011.
- 21 In order to enhance the value of the site for biodiversity in accordance with Policy 1 of the Joint Core Strategy 2011.
- 22 To ensure satisfactory development of the site and a satisfactory standard of highway design and construction as required by policies GS3 and GS4 of the Broadland Local Plan (Replacement) 2006 and Policy 1 of the Joint Core Strategy for Broadland, Norwich and South Norfolk 2011.
- 23 To ensure the satisfactory development of the site and to ensure estate roads are constructed to a standard suitable for adoption as public highway in accordance with Policy TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 24 To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 25 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 Local Plan (Replacement) 2006.

To ensure that the highway network is adequate to cater for the development proposed in accordance with policies GS3 and TRA14 of the Broadland Local Plan (Replacement) 2006.

Plans and Documents:-

Amended Addendum to Drainage Strategy received 19 February 2013
 Amended Dwg No 31946_L20 Revised Site Access Arrangement received 31 October 2012
 Additional Plan Stage 1 Safety Audit received 17 October 2012
 Amended Dwg No. 31946-L14 Land for Adoption received 19 September 2012
 Additional Energy Efficiency & Renewable Energy Information received 11 September 2012
 Sustainability Statement received 11 June 2012
 Tree Survey, Arboricultural Implication Assessment & Method Statement received 11 June 2012
 Tree Survey & Arboricultural Impact Assessment - Executive Summary received 11 June 2012
 Ecology Appraisal received 11 June 2012
 Archaeological Desk-Based Assessment received 11 June 2012
 Phase 1 Contaminated Land Desk Study received 11 June 2012
 Flood Risk Assessment received 11 June 2012
 Design & Access Statement received 11 June 2012
 Planning Statement received 11 June 2012
 Dwg No. 31946-L12 Landscape Proposal received 11 June 2012
 Dwg No. SPI1-055 Floor Plan & Elevations Single Garage - Plot 13 received 11 June 2012
 Dwg No. SPI1-053 Floor Plan & Elevations Twin Garage - Plots 5, 6, 11, 12, 26, 27, 28, 29, 32, 33, 34, 35, 53 & 54 received 11 June 2012
 Dwg No. SPI1-052 Floor Plan & Elevations Twin Garage - Plots 1, 2, 3 & 4 received 11 June 2012
 Dwg No. SPI1-051 Floor Plan & Elevations Single Garage - Plots 9 & 10 received 11 June 2012
 Dwg No. SPI1-050 Floor Plan & Elevations Single Garage - Plots 36, 37 & 38 received 11 June 2012
 Dwg No. SPI1-043 Floor Plans & Elevations 3BH - Plot 38 received 11 June 2012
 Dwg No. SPI1-042 Floor Plans & Elevations 3BB - Plot 36 received 11 June 2012
 Dwg No. SPI1-041 Elevations 3BH - Plots 53 & 54 received 11 June 2012
 Dwg No. SPI1-040 Floor Plans 3BH - Plots 53 & 54 received 11 June 2012
 Dwg No. SPI1-039 Elevations 3BH & 4BH - Plots 50, 51 & 52 received 11 June 2012
 Dwg No. SPI1-038 Floor Plans 3BH & 4BH - Plots 50, 51 & 52 received 11 June 2012
 Dwg No. SPI1-037 Floor Plans & Elevations 4BH - Plot 49 received 11 June 2012
 Dwg No. SPI1-035 Floor Plans 3BH - Plots 47 & 48 received 11 June 2012
 Dwg No. SPI1-033 Floor Plans 2BH - Plots 44, 45 & 46 received 11 June 2012
 Dwg No. SPI1-031 Elevations 1BH - Plots 39, 40 & 41 received 11 June 2012
 Dwg No. SPI1-030 Floor Plans 1BH - Plots 39, 40 & 42 received 11 June 2012
 Dwg No. SPI1-029 Floor Plans & Elevations 3BB - Plot 35 received 11 June 2012
 Dwg No. SPI1-028 Floor Plans & Elevations 3BB - Plots 32, 33 & 34 received 11 June 2012
 Dwg No. SPI1-027 Elevations 3BH - Plots 26, 27, 28 & 29 received 11 June 2012
 Dwg No. SPI1-026 Floor Plans 3BH - Plots 26, 27, 28 & 29 received 11 June 2012
 Dwg No. SPI1-025 Floor Plans & Elevations 4BH - Plots 21, 22 & 23 received 11 June 2012
 Dwg No. SPI1-024 Floor Plans & Elevations 4BH - Plots 20 & 31 received 11 June 2012

Dwg No. SPI1-021 Floor Plans & Elevations 3BH - Plots 14 & 15 received 11 June 2012
 Dwg No. SPI1-020 Floor Plans & Elevations 4BH - Plots 13 & 30 received 11 June 2012
 Dwg No. SPI1-019 Floor Plans & Elevations 4BH - Plots 11 & 12 received 11 June 2012
 Dwg No. SPI1-018 Floor Plans & Elevations 3BH - Plots 10 & 37 received 11 June 2012
 Dwg No. SPI1-017 Floor Plans & Elevations 3BH - Plot 9 received 11 June 2012
 Dwg No. SPI1-015 Floor Plans 3BH - Plots 7, 8, 24 & 25 received 11 June 2012
 Dwg No. SPI1-014 Floor Plans & Elevations 4BH - Plot 6 received 11 June 2012
 Dwg No. SPI1-013 Floor Plans & Elevations 3BH - Plot 5 received 11 June 2012
 Dwg No. SPI1-011 Floor Plans 3BH - Plots 3 & 4 received 11 June 2012
 Dwg No. SPI1-001 Site Location Plan received 11 June 2012
 Additional Dwg No. SP11-056 Floor Plan & Elevations - Twin Garage Plot 30 Only received 23 July 2012
 Amended Dwg No. SP11-054-A Floor Plan & Elevations Double Garage Plots 20, 21, 22, 23 & 31 received 23 July 2012
 Amended Dwg No. SP11-036-A Elevations 3BH Plots 47 & 48 received 23 July 2012
 Amended Dwg No. SP11-034-A Elevations 2BH Plots 44, 45 & 46 received 23 July 2012
 Amended Dwg No. SP11-032-A Floor Plans & Elevations 2BA Plots 42 & 43 received 23 July 2012
 Amended Dwg No. SP11-022-A Floor Plans & Elevations 2BH Plots 16 & 17 received 23 July 2012
 Amended Dwg No. SP11-016-A Elevations 3BH Plots 7, 8, 24 & 25 received 23 July 2012
 Amended Dwg No. SP11-023-A Floor Plans & Elevations 2BB Plots 18 & 19 received 23 July 2012
 Amended - Dwg No. SPI1-004-A Roof & Wall Finishes received 02 September 2012
 Amended - Dwg No. SPI1-010-A Floor Plans & Elevations 3BH - Plots 1 & 2 received 02 September 2012
 Amended - Dwg No. SPI1-012-A Elevations 3BH - Plots 3 & 4 received 02 September 2012
 Amended Drainage Strategy received 12 September 2012
 Additional - Protected Species Report received 12 September 2012
 Amended Dwg No SPI1_005A Materials Schedule received 02 September 2012
 Amended Dwg No SPI1_002B Planning Layout received 02 November 2012
 Amended Dwg No SPI1_003D External Works Layout received 02 November 2012

The reasons for the decision are:-

The main issues to be taken into consideration in the determination of this application are an assessment of the proposal against Development Plan policies and national planning guidance. In particular, regard must be given to whether the proposal accords with The National Planning Policy Framework (NPPF), Policies 1, 2, 3, 4, 6, 7, 8, 9, 15 and 18 of the Joint Core Strategy and Policies GS1, GS3, GS4, ENV2, ENV3, ENV5, ENV20, ENV23, HOU1, HOU6, HOU7, TRA4, TRA5, TRA8, TRA14, RL2, RL5, RL6, RL7, CS1, CS3, SPI1 and SPI2 of the Broadland District Local Plan (Replacement) 2006.

The site is located outside of the settlement limit for Spixworth as defined by the Broadland District Local Plan (Replacement) 2006. Policy GS1 and HOU1 of the Local Plan state a presumption against estate-scale (6 dwellings or more) residential development outside of settlement limits unless the proposal complies with a specific allocation and/or policy of the Local Plan. The Local Plan allocates under Policy SPI1 an area of approximately 4.2 hectares of land on the north side of Crostwick Lane for recreational facilities, primarily for pitches and courts to complement the enlarged facilities on the village hall site. However, it has not allocated any part of the site for residential development. The proposal is therefore contrary to Policy GS1 and HOU1 of the Broadland Local Plan (Replacement) 2006 and thus constitutes a departure from the Local

Plan on this basis.

Policy 15 of the Joint Core Strategy identifies Spixworth as a service village within the Norwich Policy Area (NPA) capable of accommodating 10-20 dwellings, however as the settlement is located within the Norwich Policy Area it may be considered for additional development to help meet the total housing provision target.

Whilst the site forms part of an area formally allocated for open space, as has been the case for a number of years under allocation SPI1 of the Local Plan, allowing part of the site for residential development enables the remainder of the site to be secured for open space addressing the serious deficiency in the provision of such space in Spixworth.

Emerging policy in the form of the proposed Site Allocations Development Plan Document identifies this site as the only "shortlisted site" for possible residential development to meet the needs of Spixworth, irrespective of the fact that the site is located in Crostwick parish. Also the adopted Local Plan allocates part of the site for recreational space, also included in the Shortlisted Sites document, the majority of which is proposed for recreational use in this application.

This is the only site being considered for residential development in Spixworth and therefore the approval of this application would not prejudice the consideration of alternative sites in Spixworth within the Site Allocations DPD.

It is acknowledged that there is not a supply of deliverable sites sufficient to provide five years housing supply in the Norwich Policy Area as required by Paragraph 47 of the NPPF and the contribution which this proposal would make towards meeting the need for housing in the Norwich Policy Area would be a measurable benefit, helping to meet housing targets.

The application proposes affordable housing in accordance with Policy 4 of the Joint Core Strategy, however it proposes a significant proportion of the affordable units (11 of the proposed 17 units) to be allocated to meet local needs under a local lettings policy.

The proposals are not considered to have a detrimental impact on residential amenity, highway safety, the character and appearance of the surrounding area, biodiversity and landscape or flood risk subject to compliance with the attached conditions.

The community benefits offered as part of this scheme i.e. the transfer of 2.7 hectares of open space to Spixworth Parish Council and a high proportion of local lettings within the affordable housing element represent a material consideration that is sufficient to justify approving the application now in advance of the Site Allocations DPD.

For these reasons the scheme represents an acceptable form of development which complies with adopted development plan policies.

Informatives:-

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

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.

Signed

A handwritten signature in black ink, appearing to read 'P. Courtier', written in a cursive style.

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.

Any appeal must be made within **6 months** of the date of this notice unless 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/pes.

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 COVENANTS WITH THE DISTRICT COUNCIL

1. AFFORDABLE HOUSING
 - 1.1 Subject to the provisions of this Schedule 3, not to Commence the Development until the identity of the Registered Provider and a timetable and programme for implementation of the Affordable Housing Units, together with evidence that all Affordable Housing Units will meet the HCA Standards (or such other standards as the Registered Provider and the Council shall reasonably agree in writing) has been submitted to and approved in writing by the District Council (such approval not to be unreasonably withheld or delayed).
 - 1.2 Subject to the provisions of this Schedule 3, not to deliver the Affordable Housing other than in accordance with the details approved under paragraph 1.1 above unless otherwise agreed in writing with the District Council.
 - 1.3 Subject to the provisions of this Schedule 3 the Affordable Housing Units shall not be used for any purpose other than as Affordable Housing managed by a Registered Provider and Occupied by persons nominated by the District Council from its housing list.
 - 1.4 Not to Occupy or allow to be Occupied more than 14 (fourteen) of the Open Market Dwellings on the Site until such time as at least 6 (six) of the Affordable Housing Units are complete and ready for Occupation and transferred to a Registered Provider.
 - 1.5 Not to Occupy or allow to be Occupied more than 29 (twenty-nine) of the Open Market Dwellings unless the remaining 11 (eleven) Affordable Housing Units are complete and ready for Occupation and transferred to a Registered Provider.
 - 1.6 The Owner shall only transfer the Affordable Housing to a Registered Provider for a consideration at a level which ensures that Public Subsidy is not a requirement to enable the transaction to be completed.
 - 1.7 That 11 (Eleven) of the Affordable Housing Units (as chosen by the District Council) will be let in perpetuity in accordance with the Local Lettings Policy as follows;
 - 1.7.1 firstly to residents of Spixworth who have lived in the parish of Spixworth for a total of at least 3 of the last 10 years;

- 1.7.2 if there are no suitable persons in paragraph 1.7.1 then to former residents of the parish of Spixworth who have had their main home in the parish for 3 of the last 10 years;
- 1.7.3 If there are no suitable persons in paragraph 1.7.1 and 1.7.2 then to households who need to move to the parish of Spixworth to give/receive support from family/relatives;
- 1.7.4 If there are no suitable persons in paragraphs 1.7.1 to 1.7.3 then to residents of the adjacent parishes of Beeston St Andrew, Crostwick, Frettenham, Hainford, Horsham and Newton St Faiths, Old Catton and Sprowston who have lived in these parishes for the last three years;
- 1.7.5 If there are no suitable persons in paragraphs 1.7.1 to 1.7.4 then to people working in the parish of Spixworth who have done so for a year or more;
- 1.7.6 If there are no suitable persons in paragraphs 1.7.1 to 1.7.5 then to residents of the parish of Spixworth who have lived in the parish for less than three years;
- 1.7.7 If there are no suitable persons in paragraphs 1.7.1 to 1.7.6 then to residents of the adjacent parishes of Beeston St Andrew, Crostwick Frettenham, Hainford, Horsham and Newton St Faiths, Old Catton and Sprowston who have lived in these parishes for less than 3 years;
- 1.7.8 If there are no suitable persons in paragraphs 1.7.1 to 1.7.7 then to residents of the adjacent parishes of Great and Little Plumstead, Horsford, Horstead with Stanninghall, Rackheath, Salhouse, Stratton Strawless, Thorpe St Andrew and Wroxham, who have lived in these parishes for the last three years;
- 1.7.9 If there are no suitable persons in paragraphs 1.7.1 to 1.7.8 then to residents of the adjacent parishes of Great and Little Plumstead, Horsford, Horstead with Stanninghall, Rackheath, Salhouse, Stratton Strawless, Thorpe St Andrew and Wroxham, who have lived in these parishes for less than the last three years;
- 1.7.10 If there are no suitable persons in paragraphs 1.7.1 to 1.7.9 then to residents within the area covered by the District Council.
- 1.12 The obligations and restrictions contained in this Schedule 3 shall not bind:
 - 1.12.1 a Chargee;

- 1.12.2 any RTA Purchaser;
- 1.12.3 any statutory undertaker or other person who acquires any part of the land upon which the Affordable Housing Units are constructed or any interest in it for the purposes of the supply of electricity gas water drainage telecommunications or highways in connection with the development of the Affordable Housing Units; or
- 1.12.4 any person or body deriving title through or from any person or body mentioned in paragraphs 1.12.1 to 1.12.3 inclusive or their respective successor in title.

2. ON SITE OPEN SPACE

- 2.1 Prior to the Commencement of the Development the Owner shall submit to the District Council the On Site Open Space Scheme for approval.
- 2.2 Not to Occupy any Dwelling until the District Council has approved in writing (in consultation with the Parish) the On Site Open Space Scheme.
- 2.3 The Owner shall lay out and complete the On Site Open Space in accordance with the On Site Open Space Scheme to the reasonable satisfaction of the District Council and the Parish prior to the Occupation of twenty five of the Dwellings (or earlier if the Owner and the District Council and the Parish shall so agree) and the Owner shall then transfer the On Site Open Space to the Parish for the consideration of one pound subject to the matters in the Schedule 5 but otherwise free from incumbrances and the Owner following the transfer shall (subject to paragraph 2.4) thereafter have no further liability for maintenance of the On Site Open Space
- 2.4 The Owner shall be responsible following the transfer outlined in paragraph 2.3 above for promptly making good any failure or damage occurring to the On Site Open Space as a result of faulty workmanship materials or goods used in carrying out the On Site Open Space Scheme
- 2.5 For the avoidance of doubt the Owner will maintain the On Site Open Space at the reasonable written request of the District Council or the Parish once the Owner has laid out and completed the On Site Open Space in accordance with the On Site Open Space Scheme and up until the On Site Open Space is in the ownership of the Parish.

- 2.6 The Owner will pay the Parish Council's reasonable legal fees in accepting a transfer of the On Site Open Space in accordance with the provisions of this Agreement

SCHEDULE 4

THE OWNER'S COVENANTS WITH THE COUNTY COUNCIL

1. Library Contribution

- 1.1 The Owner shall pay to the County Council the Library Contribution prior to the first Occupation of the 27th Dwelling.
- 1.2 The Owner shall not Occupy or allow Occupation of the 27th Dwelling unless and until the Library Contribution has been paid to the County Council

2. Education Contribution

- 2.1 The Owner shall pay to the County Council the Education Contribution prior to the first Occupation of the 27th Dwelling.
- 2.2 The Owner shall not Occupy or allow Occupation of the 27th Dwelling unless and until the Education Contribution has been paid to the County Council.

SCHEDULE 5

MATTERS SUBJECT TO WHICH THE ON SITE OPEN SPACE IS TO BE TRANSFERRED

1. All local land charges whether registered before or after the date of this Deed and whether actually registered or not and all things capable of registration as such if not actually registered.
2. All notices, orders, demands, proposals or requirements served or made by any government department or agency, public or local authority or body, statutory undertaker, utility provider or other competent person or body.
3. All charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under planning or highways statutes affecting the On Site Open Space and any orders or regulations made under those or other statutes.
4. All rates, charges and other outgoings affecting or charged on the On Site Open Space other than any mortgages or legal charges securing the payment of money.
5. All public or private rights of way, easements, quasi easements, rights, exceptions or other similar matters apparent on inspection of the On Site Open Space or disclosed in any of the documents referred to in this Deed but without any liability on the Owner to define them.
6. Without prejudice to the generality of paragraph 5 of this schedule all necessary easements for the use of such pipes, cables, drains and other items that may run below the surface of the On Site Open Space.
7. If any pipes, wires, cables, tanks, or any other kind of apparatus ("services") are placed under the On Site Open Space in connection with the Development the Owner will
 - 7.1 maintain the services in good condition
 - 7.2 exercise its rights of access, maintenance and replacement at reasonable times upon written notice to the Parish Council (unless an emergency)
 - 7.3 cause as little inconvenience to the users of the On Site Open Space as is reasonably practicable
8. All matters revealed or that might reasonably be expected to be revealed by searches and enquiries that would have been made on behalf of a prudent purchaser of the On Site Open Space.

9. All overriding interests listed in Schedule 3 to the Land Registration Act 2002.
10. All matters contained or referred to in the Charges Register relating to the On Site Open Space as at 17:08 on 26 July 2012 and the Parish will indemnify the Owner against all losses, costs, claims, expenses, liabilities and demand arising from a failure, breach or non-observance thereof.
11. A covenant by the Parish that it shall not without the prior written consent of the Owner use or permit the use of the On Site Open Space other than as open space for the recreation of the public.

SCHEDULE 6

COUNTY COUNCIL COVENANTS

1. The County Council covenants:
 - 1.1 to hold the Library Contribution upon receipt in a central interest bearing account to be spent on the provision of library services serving the Development.
 - 1.2 to repay to the party who made the payment any part of the Library Contribution which has not been committed (by way of contract or expenditure of the monies) on the provision of library services serving or likely to serve the Development within five years from the final Occupation of the Development together with any interest properly accrued and not committed
 - 1.3 to hold the Education Contribution in a central interest bearing account to be spent towards the cost of school provision in the vicinity of and serving the Development, the need for which has been created by the Development and for no other purpose.
 - 1.4 In the event that any part of the Education Contribution has not been committed (by way of contract or expenditure of the monies) by the County Council for the purposes outlined in paragraph 1.3 above within five years from the date of final Occupation of the Development the County Council shall within 28 days repay any unspent part of the Education Contribution together with interest accrued to the party who made that payment.
 - 1.5 In the event that the Owner can demonstrate to the satisfaction of the County Council that any children Occupying a Dwelling were attending a local education authority School in the same catchment area as the Site immediately prior to their Occupation of the Dwelling and did not leave a vacant dwelling in the same catchment area of the Site for another family to move into (unless moving from a bed and breakfast, shared hostel or other such accommodation) the County Council if the Education Contribution has not already been spent by the County Council for the purposes outlined in paragraph 1.3 above shall repay a sum equivalent to the proportion any monies (together with interest) paid under the Education Contribution for such pupil to the Owner within 28 days of appropriate evidence of the same being substantiated to the County Council.

SCHEDULE 7

AFFORDABLE HOUSING TABLE

Rented Dwellings (17)		
TYPE	Quantity	Plots
2 Bedroom Flats	2	42, 43
2 Bedroom Bungalow	2	18, 19
1 Bedroom Houses	3	39, 40, 41
2 Bedroom Houses	5	16, 17, 44, 45, 46
3 Bedroom Houses	4	14, 15, 50, 51
4 Bedroom Houses	1	52

SCHEDULE 8

PARISH COVENANTS

1. The Parish covenants to accept the transfer of the On Site Open Space in accordance with this Deed and following transfer of the On Site Open Space from the Owner the Parish covenants to maintain the On Site Open Space for the benefit of the general public for use as recreational open space in perpetuity