

DATED

30th May

2014

BROADLAND DISTRICT COUNCIL

- and -

MICHAEL FRANCIS TRAFFORD

- and -

HOPKINS HOMES LTD

-and-

WROXHAM PARISH COUNCIL

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

relating to the development of land
at Salhouse Road Wroxham Norfolk

THIS AGREEMENT is made the 30th day of May 2014
BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road,
Thorpe St Andrew, Norwich, Norfolk NR7 0DU ("the Council")
2. MICHAEL FRANCIS TRAFFORD of The Wroxham Estate Office, Home
Farm, Wroxham, Norfolk NR12 8SY ("the Owner")
3. HOPKINS HOMES LTD (COMPANY Registration No 2875798) of Melton
Park House, Melton, Woodbridge, Suffolk IP12 1TJ ("the Developer")
4. WROXHAM PARISH COUNCIL C/o 19a Stone Hill, Green Lane West,
Rackheath, Norwich, NR13 6LX ("The Parish Council")

WHEREAS:-

- A. The Council is the Local Planning Authority for the purposes of the Act for the
area within which the Site is situated
- B. The Owner is the freehold owner of the Site registered at H.M. Land Registry
under title number NK372773
- C. The Developer has the benefit of an option agreement to purchase the Site
- D. With the full knowledge and consent of the Owner the Developer has
submitted the Application to the Council and the parties have agreed to enter
into this Agreement in order to secure the planning obligations contained in
this Agreement
- E. The Parish Council has agreed to join in as a Party to this Deed having regard
to the provisions of Schedule 4 to this Deed

1. INTERPRETATION AND DEFINITIONS

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

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

"Affordable Housing" housing provided in accordance with the requirements of Schedule 1 to this Agreement 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

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

"Affordable Housing Provision" The provision of thirty three (33) individual units of residential accommodation constructed or provided as part of the Development as Affordable Housing (of which twenty six (26) units will be Affordable Rental Units and seven (7) units will be Shared Ownership Dwellings)

"Affordable Housing Scheme" a detailed scheme securing the Affordable Housing Provision submitted to and approved by the Council for the provision of Affordable Housing on the Site which complies with the requirements of Schedule 1 and Schedule 3 (as to Dwelling types and tenures) and which includes a timetable and

programme for its implementation, or such amended or replacement Affordable Housing Scheme as the Council approves in writing from time to time

"Affordable Housing Units" Individual units of residential accommodation constructed or provided as part of the Development as Affordable Housing

"Affordable Rental Units " Twenty six (26) Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Scheme and to be let for a rent by or on behalf of an AHP and to be let for a rent by or on behalf of an AHP to households who are eligible for affordable housing and let on a weekly or monthly tenancy at a rent of no more than 80% of the Market Rent inclusive of service charges (and "Affordable Rent" shall be construed accordingly)

"Application" the application for full planning permission dated 11 July 2013 and bearing reference 20130965 for 100 dwellings including new vehicular access

"Code" the "Code for Sustainable Homes" published by the Department for Communities and Local Government dated December 2006 or any successor or alternative provisions or publications

"Commencement of Development" the date on which any Material Operation forming part of the Development begins to be carried out and "Commence Development" shall be construed accordingly

"Development" the development of the Site permitted by the Planning Permission

"Director" the Council's Chief Executive or other officers of the Council acting under his hand

"Dwelling"	any unit of residential occupation (including an Affordable Housing Unit) being a self-contained house bungalow or flat constructed as part of the Development and "Dwelling" shall be construed accordingly
"HCA Standards"	The current "Housing Quality Indicators" and "Design & Quality Standards" specified by the Homes and Communities Agency
"Inflation Provision"	the increase (if any) in the Department for Business Innovation and Skills (BIS) Output Price Index for Public Works: All Public Works between September 2006 and the date upon which a payment of the Open Space Maintenance Contribution and the Leisure Area Maintenance Contribution is made pursuant to this Agreement
"Landscape Buffer"	That part of the Site shown Shaded green on Plan 2
"Leisure Area"	that part of the Site located within the Open Spaces to be used for recreational use for the Parish of Wroxham including occupiers of the Site and to be laid out and equipped in accordance with the Leisure Area Works Specification
"Leisure Area Maintenance Contribution"	the sum of nineteen thousand one hundred and fifty six pounds (£19,156) as increased by the Inflation Provision payable by the Owner towards the future costs of the maintaining the Leisure Area
"Leisure Area Works Specification"	A scheme approved pursuant to Schedule 4 including plans drawings and specifications showing (but not limited to) the layout design of and equipping the Leisure Area including details of any access arrangements and fencing

"Local Lettings Policy"	the Policy of the Council (as amended from time to time) which inter alia and together with the Council's Housing Allocations Policy specifies the manner in which the Affordable Housing Units are to be let
"Local Lettings Policy Eligibility Cascade"	by reference to the Local Lettings Policy the order in which the Affordable Housing Units are to be allocated and which is set out under the title "Local Lettings Policy Eligibility Cascade" at Schedule 2 to this Agreement as amended from time to time
"Market Rent"	the estimated price or premiums for which a property or space within a property should lease on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction after proper marketing where the parties had acted knowledgeably prudently and without compulsion
"Material Operation"	<p>a material operation as defined in Section 56(4) of the Act save that for the purposes of this Agreement the following shall not constitute a material operation:-</p> <ul style="list-style-type: none"> (a) site clearance (b) demolition of existing buildings (c) archaeological investigation (d) assessment of contamination (e) remedial action in respect of contamination (f) the erection of fences or other means of enclosure for site security (g) the diversion and laying of services (h) the erection of a site compound or site office or temporary buildings or structures
"Occupation"	occupation of a building as a Dwelling Unit (but not including

occupation by contractors or for construction or fitting out purposes or as a showroom or sales office) and "Occupy" and "Occupied" shall be construed accordingly

"Open Market Dwellings"	Dwellings other than Affordable Housing Units
"Open Spaces"	those parts of the Site shown for identification purposes hatched blue on Plan 2 to be used as public open space and to be laid out in accordance with the Open Space Works Specification
"Open Spaces Maintenance Contribution"	a capital payment for the maintenance of the Open Spaces calculated on the basis of the Council's basic unit annual rates of maintenance subsisting at that time and multiplied by ten payable by the Owner towards the future costs of the maintaining the Open Space
"Open Spaces Works Specification"	A scheme approved pursuant to Schedule 4 including plans drawings and specifications showing (but not limited to) the layout and design of the Open Spaces including details of any landscaping paths and access arrangements, street furniture and fencing
"Plan 1"	the plan so marked and annexed to this Agreement
"Plan 2"	the plan so marked and annexed to this Agreement
"Planning Permission"	the full planning permission to be granted pursuant to the Application
Practical Completion	means the completion of a Dwelling to a standard which is wind and watertight and fit for habitation in terms of heating, plumbing, electrics and sanitation and "Practically Complete"

should be construed accordingly

"Public Subsidy"	Grant funding provided by the Council or the Homes and Communities Agency or any successor body for the provision of the Affordable Housing
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) and ranked in accordance with the Local Connection Eligibility Cascade or where such persons have been exhausted any person as nominated by the Council on the Broadland Housing Register that the Registered Provider owning or managing the Affordable Housing Units on the Site is entitled to house within its rules
"Shared Ownership Dwellings"	Seven (7) Affordable Housing Units to be constructed or provided as part of the Affordable Housing Scheme and to be let on a Shared Ownership Lease
"Shared Ownership Lease"	a lease or sublease of a Shared Ownership Dwelling granted at a premium whereby up to a maximum of 50% (fifty per cent) of the equity is granted on first purchase of the equitable interest in the Shared Ownership Dwelling and is paid by the tenant upon completion of such lease or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to purchase the freehold of a Shared Ownership Dwelling

and acquire up to 100% of the legal and equitable interest by instalments at some future date or dates and allows a rental premium to be charged on the remainder of the equitable interest not exceeding housing corporation target rents (being 2.75% of the value of the equity retained by the Affordable Housing Provider, such rent not to be increased by more than the percentage increase in the Retail Price Index (or such other index as the Council may determine) plus 0.5% of the current annual rent from time to time

"Site" the land at Salhouse Road, Wroxham which is shown for the purposes of identification only edged red on the Plan 1

1.2 In this Agreement unless the context otherwise requires:

- a) references to any party shall include the successors in title and assigns of that party
- b) covenants given or made by any party which includes more than one person (whether natural or artificial) shall be deemed to be given or made jointly and severally
- c) references to clauses and schedules are references to clauses in and schedules to this Agreement
- d) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument

- e) headings in this Agreement shall not form part of or affect its construction

2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and any other enabling powers
- 2.2 The covenants, restrictions, requirements and obligations arising hereunder are planning obligations pursuant to Section 106 of the Act and are enforceable by the Council against the Owner and the Developer and their respective successors in title and assigns
- 2.3 The provisions of this Agreement are conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of clauses 6 (costs) and 9 (jurisdiction) which shall come into effect immediately upon completion of this Agreement
- 2.4 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn
- 2.5 This Agreement shall be registered as a charge in the Council's Register of Local Land Charges
- 2.6 In the event that this Agreement comes to an end the Council if so requested by the Owner will execute a deed of release (or partial release) from the relevant provisions of this Agreement and procure that a note thereof shall be registered on the Council's Register of Local Land Charges

3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of their 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 was 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 of any breach or default by the Owner in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

3.4 No party shall be liable under this Agreement for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any subsisting breach occurring prior to the parting with such person's interest in the Site or any part thereof in respect of which any such breach has taken place

4. Notices

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

The Council	Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich NR7 0DU
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The Owner	Wroxham Estate Office Home Farm Wroxham Norfolk NR12 8SY
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The Developer	Melton Park House Melton Woodbridge Suffolk IP12 1 TJ
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The Parish Council	Wroxham Parish Council c/o Mrs D R Wyatt 19a Stonehill Green Lane West Rackheath Norwich NR13 6LX or the address of the Parish Clerk for the time being
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- 4.3 Any notice or other written communication to be given by the Council shall be deemed to be valid and effective if on its face it is signed on behalf of the 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 Developer shall on completion of this Agreement pay the Council's and the Parish Council's reasonable legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

7. Payment of Interest

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

8. VAT

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

9. Jurisdiction

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

10. Title Warranty

10.1 The Owner hereby warrants to the Council that he is the freehold owner of the Site and has full power to enter in to this Agreement and that the Site is free from all mortgages charges or other encumbrances and that apart from the Developer there is no person or body having any interest in the Site other than as notified in writing to the Council's Director to the date hereof

11. Disputes

11.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same

11.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution

11.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Royal Town Planning Institute who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

11.4 Nothing in Clauses 11.1 11.2 and 11.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

12. Covenants

12.1 The Owner hereby covenants with the Council to carry out and comply with the obligations and restrictions on its part set out in this Agreement and set out in Schedules 1 and 4 hereto which are expressed to be given to or to be for the benefit of the Council and Covenants with the Parish Council to carry out and comply with the obligations and restrictions on its part set out in this Agreement and set out in Schedule 4 hereto which are expressed to be given to or to be for the benefit of the Parish Council

13. Owners Indemnity

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

14. Issue of Approvals

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

15. Statutory Undertakers and Developers Consent

15.1 the obligations and restrictions in this Agreement shall not be enforceable against any statutory undertaker which acquires any part of the Site for the purposes of its statutory undertaking or function

15.2 The Developer hereby consents to the Site being bound by the provisions of this Agreement provided that the Developer shall have no liability under this Agreement save for clause 6.1 unless and until it shall have acquired a legal interest in the Site whether pursuant to the option agreement referred to at recital C or otherwise and at which point it shall assume full responsibility for compliance with the terms of this Agreement (save for any antecedent breaches) and shall indemnify the Owner against any loss suffered from then on incurred by the Owner as a result of entering into this Agreement

16. Notification

16.1 The Owner agrees to notify the of the reaching of any of the occupation or completion thresholds relating to obligations contained in this Agreement such notification to be given within 14 days of reaching such threshold

17. Parish Council Covenants

17.1 The Parish Council covenants with the Owner and the Council to comply with its covenants in paragraphs 1.3 and 1.4 of Schedule 4.

18 Council Obligations

18.1 The Council hereby covenants with the Owner that where any permission or consent is required to be given under the terms of this Agreement it shall not unreasonably withhold or delay such consent.

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

SCHEDULE 1
Affordable Housing

The Owner covenants with the Council:

- 1.1 Not to Commence or allow Commencement of the Development unless and until the Affordable Housing Scheme has been submitted to the Council and has been approved by the Council in writing
- 1.2 Not to construct or procure the construction of the Affordable Housing Units otherwise than in accordance with the Planning Permission, the Affordable Housing Scheme (including the provisions of Schedule 3), to a minimum of level 3 of the Code and to current HCA Standards or such other standards as shall be acceptable to the AHP
- 1.3 Not to use or allow or permit the Affordable Housing Units to be used or occupied for any purpose other than as Affordable Rental Units (26 units) and as Shared Ownership Dwellings (7 units) or in either case such other form of tenure as may from time to time be agreed in writing by the Council
- 1.4 Not to Occupy or allow Occupation of more than 50% of the Open Market Dwellings unless and until all of the Affordable Housing Units provided under the Affordable Housing Scheme are Practically Complete and have been transferred to the AHP in accordance with and subject to the following:
 - a) any transfer shall be for a consideration at a level which ensures that

no Public Subsidy is required to enable the transaction to be completed to enable Affordable Rented Dwellings and Shared Ownership Dwellings to be let or sold as the case may be at a cost low enough for Qualifying Occupiers to afford;

- b) the transfer shall contain terms to secure any conditions and requirements of the Affordable Housing Scheme.

1.5 Not to use or allow or permit the Affordable Housing Units to be occupied other than by Qualifying Occupiers in accordance with the Affordable Housing Scheme and where applicable (having regard to the provisions of paragraph 1.6 below) the Local Lettings Policy Eligibility Cascade

1.6 That up to 33% of the Affordable Rental Units (or such other figure as the Council shall reasonably require (but not to exceed 33%)) will be subject to the Local Lettings Policy Eligibility Cascade (PROVIDED THAT and for the avoidance of doubt the Council shall solely determine the number of Affordable Rental Units (not exceeding 33%) which will be subject to the Local Lettings Policy Eligibility Cascade)

1.7 Not to allow or permit the disposal of those Affordable Rental Units subject to the Local Lettings Policy Eligibility Cascade other than in accordance with the Local Lettings Policy Eligibility Cascade

1.8 Not to dispose of any Affordable Housing Unit other than by way of a disposal of the freehold interest in that Affordable Housing Unit to an AHP, (or in the

case of a Shared Ownership Dwelling) sold or leased by an AHP to a
Qualifying Occupier

1.9 Not to permit any Shared Ownership Dwelling to be occupied other than under a Shared Ownership Lease

1.10 Paragraphs 1.1 - 1.9 above shall not be binding upon:

- (a) any mortgagee in possession of the Affordable Housing Units or part thereof or successors in title to the mortgagee in possession; nor
- (b) any receiver or manager (including an administrative receiver) for such mortgagee; nor
- (c) any individual owner occupier of the Affordable Housing Units (or their mortgagee or chargee) who has purchased the Affordable Housing Unit pursuant to a right to buy claim under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or their mortgagee; nor
- d) any person who has staircased the level of their equity ownership to 100% ownership in a Shared Ownership Dwelling
- (e) successors in title to all of the above

1.11 to recycle any recyclable grant or proceeds from the disposal of the Affordable Housing Units in line with the requirements of the Homes and Communities Agency's Capital Funding Guide and that these sums will be reinvested within the administrative area of the Council.

SCHEDULE 2

THE LOCAL LETTINGS POLICY ELIGIBILITY CASCADE

- 1.1 In accordance with paragraph 1.6 of Schedule 1, 33% (or such other amount (not exceeding 33%) as the Council shall reasonably require) of the Affordable Rented Units (as chosen by the Council) shall be let on first Occupation in accordance with the order set out below:
- (i) first allocations shall be made to people living in the Parish of Wroxham;
 - (ii) if there are insufficient persons in sub paragraph (i), allocations will be made to people who work in the Parish of Wroxham;
 - (iii) if there are no insufficient persons in paragraphs (i) and (ii), allocations will be made to people who need to move to the Parish of Wroxham to give/receive support to/from close family.

Administrative Procedure for Nominations

- 1.2 The Council shall have nomination rights to 100% of the Affordable Housing Units.
- 1.3 The administrative procedure for nominations shall be in accordance with the Council's Housing (Options) Allocations Policy, as amended from time to time, or in accordance with alternative procedures as the Council and the Owner (or the AHP as appropriate) shall agree between them.

SCHEDULE 3

TABLE OF DWELLING TYPES AND TENURES

PLOT NUMBER	DWELLING TYPE	TENURE
40	1 Bedroom 2-Person Flat	Affordable Rent
41	1 Bedroom 2-Person Flat	Affordable Rent
42	1 Bedroom 2-Person Flat	Affordable Rent
43	1 Bedroom 2-Person Flat	Affordable Rent
44	1 Bedroom 2-Person Flat	Affordable Rent
45	1 Bedroom 2-Person Flat	Affordable Rent
46	1 Bedroom 2-Person Flat	Affordable Rent
47	1 Bedroom 2-Person Flat	Affordable Rent
48	1 Bedroom 2-Person Flat	Affordable Rent
49	1 Bedroom 2-Person Flat	Affordable Rent
30	1-Bedroom 2-Person Bungalow	Affordable Rent
28	2-Bedroom 3-Person Bungalow	Affordable Rent
29	2-Bedroom 3-Person Bungalow	Affordable Rent
31	2-Bedroom 4-Person Bungalow	Affordable Rent
32	2-Bedroom 4-Person Bungalow	Affordable Rent
33	3-Bedroom 5-Person Bungalow	Affordable Rent
51	2-Bedroom 4-Person House	Affordable Rent
52	2-Bedroom 4-Person House	Affordable Rent
54	2-Bedroom 4-Person House	Affordable Rent
55	2-Bedroom 4-Person House	Affordable Rent
56	2-Bedroom 4-Person House	Affordable Rent
50	3-Bedroom 5-Person House	Affordable Rent
53	3-Bedroom 5-Person House	Affordable Rent
57	3-Bedroom 5-Person House	Affordable Rent
38	4-Bedroom 7-Person House	Affordable Rent
39	5-Bedroom 9-Person House	Affordable Rent
34	2-Bedroom 3-Person House	Shared Ownership
35	2-Bedroom 3-Person House	Shared Ownership
36	2-Bedroom 3-Person House	Shared Ownership
37	2-Bedroom 3-Person House	Shared Ownership
58	3-Bedroom 4-Person House	Shared Ownership
59	3-Bedroom 4-Person House	Shared Ownership
60	3-Bedroom 4-Person House	Shared Ownership

SCHEDULE 4

OPEN SPACES AND LEISURE AREA

The Owner covenants with the Council:

1. OPEN SPACES AND LEISURE AREA

1.1 to submit a proposal for:

1.1.1 the Open Spaces Works Specification to the Council and to the Parish Council for approval within 3 months of Commencement of Development and not to Occupy any Dwelling until an Open Spaces Works Specification has been approved in writing by the Council and the Parish Council (such approval not to be unreasonably withheld or delayed), and

1.1.2 the Leisure Area Works Specification to the Council and the Parish Council for approval within 3 months of Commencement of Development and not to Occupy any Dwelling until a Leisure Area Works Specification has been approved in writing by the Council and the Parish Council (such approval not to be unreasonably withheld or delayed)

1.2 not to Occupy or allow Occupation of more than fifty percent (50%) of the Dwellings comprised in the Development unless and until the northern part of the Open Spaces (which includes the Leisure Area) as bounded by Salhouse Road (the B1140) to the north and east and bounded by the proposed estate road to the south have first been laid out and provided in accordance with the approved Open Spaces Works Specification and the approved Leisure Area Works Specification to the written satisfaction of the Council and the Parish Council (both acting reasonably) and not to Occupy or allow Occupation of more than seventy five percent (75%) of the

Dwellings comprised in the Development unless and until the remaining parts of the Open Spaces have first been laid out and provided in accordance with the approved Open Spaces Works Specification to the written satisfaction of the Council and the Parish Council (both acting reasonably)

- 1.3 to thereafter maintain the Open Spaces (including the Leisure Area) to a standard suitable for use by members of the public and as approved by both the Council and the Parish Council until whichever is the later of:

1.3.1 a date twelve (12) months from the date upon which the whole of the Open Spaces (including the Leisure Area) have been laid out and provided to the written satisfaction of both the Council and the Parish Council, or

1.3.2 the date upon which the Parish Council has been paid both the Open Spaces Maintenance Contribution and the Leisure Area Maintenance Contribution in accordance with the provisions of this Schedule

and thereafter the Parish Council shall maintain the Open Spaces (including the Leisure Area) until such time as the Open Spaces and the Leisure Area have been transferred to the Parish Council in accordance with the provisions contained herein

- 1.4 following the transfer of the maintenance obligations to the Parish Council in accordance with paragraph 1.3 above and further following transfer of all of the Dwellings which include any parts of the Landscape Buffer within their curtilage (and in any event within 5 years of the transfer of the maintenance obligations to the Parish Council as referred to in paragraph 1.3 hereof) to offer for transfer and then transfer the Open Spaces (including the Leisure Area) to the Parish Council (which offer and transfer the Parish Council hereby covenants to accept) in accordance with the reasonable requirements of the Parish Council which (for the avoidance of doubt) will include:

1.4.1 a requirement for the Open Spaces (including the Leisure Area) to be transferred free from all incumbrances restrictions or easements which might affect their use as Open Spaces or as a Leisure Area or result in

additional cost or liability to the Parish Council not normally associated with the use of the Open Spaces or Leisure Area)

1.4.2 that vacant possession be given on completion

1.4.3 that the transfer be with full title guarantee and for an estate in fee simple in possession

1.4.4 that if any part of the Landscape Buffer has not by then been made subject to a restrictive covenant in the terms of paragraph 2 below the transfer to the Parish Council will then include the effective grant of such a restrictive covenant in favour of the Parish Council and for the benefit of the Open Spaces (including the Leisure Area) over those parts of the Landscape Buffer as remain free from such a restrictive covenant at that date.

1.4.5 that the transferor be responsible for the Parish Councils reasonable legal fees properly incurred in relation to such transfer

for a sum not exceeding one pound (£1) and subject to a restriction on the future use of the Open Spaces and Leisure Area for recreational and amenity purposes by the general public

PROVIDED THAT the Parish Council shall not be required to accept the transfer of the Open Spaces and the Leisure Area unless they have been provided in strict accordance with the Open Spaces Works Specification and the Leisure Area Works Specification

1.5 to pay to the Parish Council the Open Spaces Maintenance Contribution and the Leisure Area Maintenance Contribution twelve (12) months after the date upon which the whole of the Open Spaces (including the Leisure Area) have been laid out and provided to the written satisfaction of both the Council and the Parish Council .

2. Landscape Buffer

- 2.1 The Owner covenants with the Council and the Parish Council that upon transfer of any part of the Landscape Buffer it shall include a restrictive covenant by the transferee and so as to bind their successors in title (and expressed to benefit the Open Spaces and Leisure Area or land including the Open Spaces and Leisure Area) that there shall be no buildings, fencing, walls, sheds or other structures whatsoever constructed on the Landscape Buffer other than those approved pursuant to the Planning Permission or subsequent approvals by the Council.

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

)
)
)
)



7367

M. M. M. M.

Head of Democratic Services and
Monitoring Officer

~~Head of Corporate Services
and Monitoring Officer~~

SIGNED as a Deed by two members)
of WROXHAM PARISH COUNCIL)
as their Deed in the presence of:)

[Signature]
[Signature]

[Signature]
Solicitor.
Norwich.

EXECUTED AS A DEED by
MICHAEL FRANCIS TRAFFORD

)
) *[Signature]*

in the presence of:

[Signature]

EXECUTED AS A DEED
by HOPKINS HOMES LIMITED

Director






[Signature]

Director/ ~~Company Secretary~~

[Signature]

- ANNEX-

Plan 1 and Plan 2






 Head of Domestic Services and
 Monitoring Officer

PLAN 1



PLANNING	
Area	Warrington
Ward	Warrington Central
Parish	Warrington Central
Location	Warrington Central
Planning	Warrington Central
Monitoring	Warrington Central



PLAN 2

