

Dated 13th July 2015

Broadland District Council

-and-

Mary Elizabeth Haines

- and -

David John Betts

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

relating to land at 11 Dixons Fold, Old Catton

THIS DEED is dated 13th July

2015

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU (referred to as "the Council")
- (2) MARY ELIZABETH HAINES of Old Hastings, Wood Street, Catfield, Great Yarmouth, NR29 5DF and DAVID JOHN BETTS of 45 Gage Road, Norwich, NR7 8BN (referred to as "the Owners")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) The Owners have applied for the Planning Permission and the Council has resolved to grant the Planning Permission provided the Parties enter into this Deed
- (C) The Owners own the freehold of the Site

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
Commencement	The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of: site clearance

demolition
 archaeological investigations
 ground surveys
 removal of contamination
 erection of temporary fences
 diversion and laying of services
 the temporary display of site notices or
 advertisements
 and 'Commence' and 'Commenced' will be
 construed accordingly

Development	The Development of the Site in accordance with the Planning Permission
Dwelling	A dwelling to be built on the Site as part of the Development
Inflation Provision	The increase (if any) in the Royal Institution of Chartered Surveyors Build Cost Information Service; All Construction TPI: All New Construction between January 2015 and the date upon which a payment of the Off Site Open Space Contribution is made pursuant to this Deed
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owners
Occupation	Occupation of the Site, or any part of it, for any purpose authorised by the Planning Permission, but excluding occupation for the purposes of: construction

internal and external refurbishment
decoration
fitting-out
marketing
security operations
and 'Occupy' and 'Occupied' will be construed accordingly

Planning Permission The outline planning permission to be granted by the Council for the demolition of a bungalow and erection of 16 Dwellings pursuant to a planning application dated 30 January 2015 submitted to the Council for the Development and allocated reference number 20150131 as set out in draft at the Second Schedule

Plan The plan attached to this Deed at the First Schedule

Site The land known as 11 Dixons Fold, Old Catton, Norwich, NR6 7QD and registered at H M Land Registry under title number NK397481 shown edged red on the Plan

Trigger means the Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

2. LEGAL BASIS

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

to a clause, paragraph or 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 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council
- 2.4 Covenants given by more than one party can be enforced against them individually or jointly unless there is an express provision otherwise
- 2.5 References to any party to this Deed shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council the successors to their respective statutory functions
- 2.6 Unless stated otherwise, any reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.7 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.8 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales

3. COVENANTS

- 3.1 The Owners covenant with the Council for himself and his successors in title

to observe and perform the obligations and stipulations contained in this Deed as set out at the Third and Fourth Schedules

- 3.2 The Council covenants with the Owners to comply with their respective obligations contained in this Deed as set out at the Third and Sixth Schedules

4. CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for provisions of this Clause and Clauses 5.4, 5.5, 5.6, 6 and 9 which shall come into effect immediately upon completion of this Deed

5. OTHER PROVISIONS

- 5.1 No person will 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 that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 5.2 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site
- 5.3 This Deed will not bind anyone who acquires and interest in any part of the Site for the purpose of the supply of utility services or be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them

- 5.4 On completion the Owners will pay the Council's reasonable legal costs in connection with this Deed
- 5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 5.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the validity or enforceability of the remaining provisions of this Deed
- 5.7 No waiver, express or implied, by the Council (or the Owners) constitutes a continuing waiver, nor prevents the Council (or the Owners) from enforcing any of the provisions in this Deed
- 5.8 This Deed is registrable as a local land charge by the Council
- 5.9 Where agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 5.10 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 5.11 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 Owners) it is modified by any statutory procedure or expires prior to Commencement of Development or amended pursuant to an application under Section 73 of the Act
- 5.12 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

- 5.13 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as local authority

6. DISPUTES

- 6.1 In the event of any dispute or difference arising between 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
- 6.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 5.1 or as to the appropriateness of the professional body then such question may be referred by either part 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

- 6.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was 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
- 6.4 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
- 6.5 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

7. INTEREST AND VAT

- 7.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 7.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

8. NOTIFICATIONS

- 8.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by first class post or recorded delivery to the address set out at the beginning of this Deed, unless written notification of another address has been provided and the Owners hereby give notice pursuant to

this Clause that its address for service of notices is Howes Percival LLP, The Guildyard, 51 Colegate, Norwich NR3 1DD (ref: JZM/221653.2)

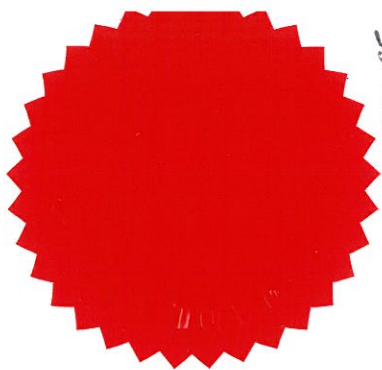
- 8.2 The Owners will notify the Nominated Officer in writing of the relevant actual Triggers within seven days of each actual date
- 8.3 If the Owners dispose of their interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

9. 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

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

FIRST SCHEDULE
Title Plan



7495

Handwritten signature
Head of Democratic Services and
Monitoring Officer

BROADLAND
DISTRICT COUNCIL
2 Feb 2015
20150131
PLANNING CONTROL

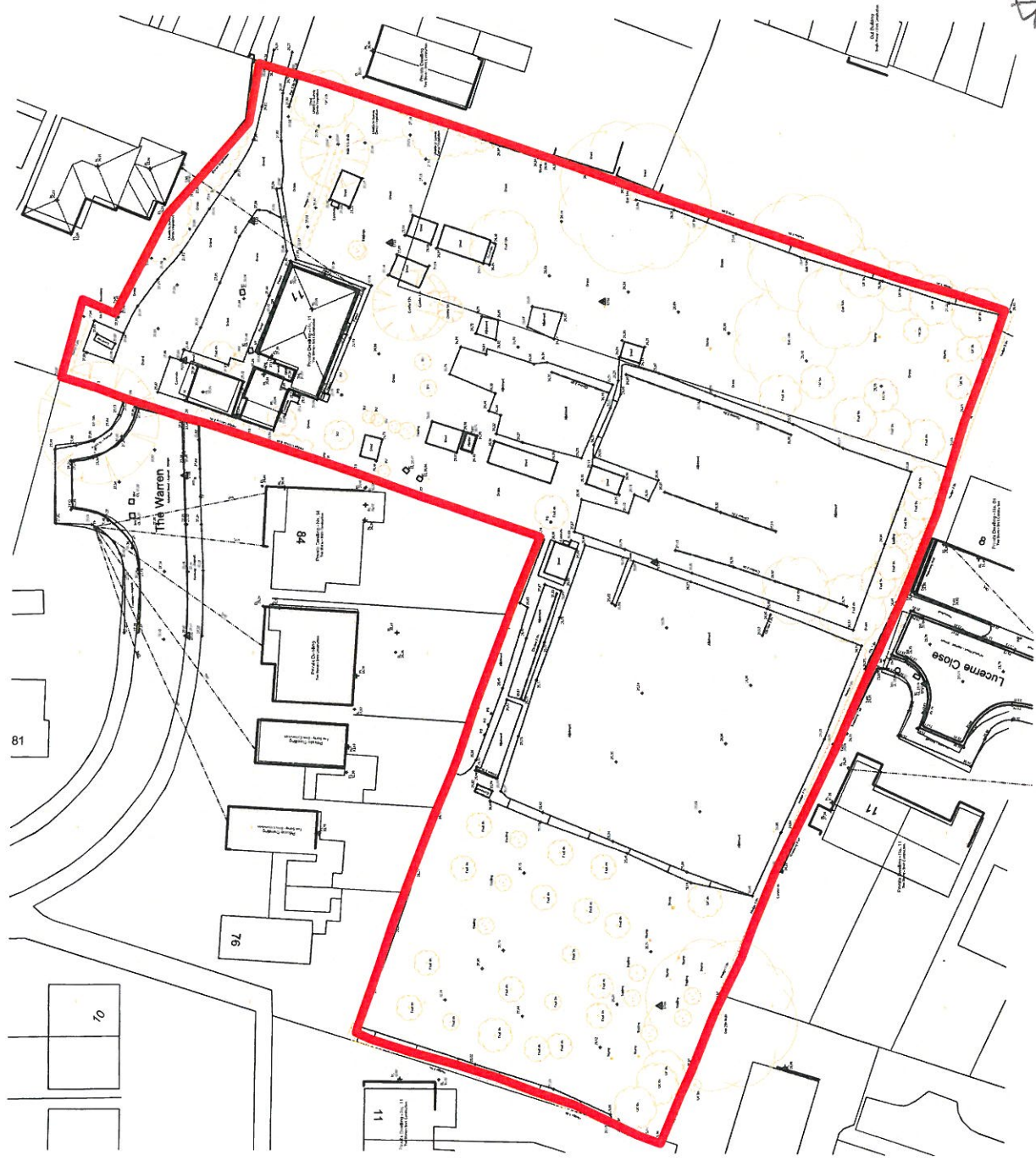
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Fellden Mawson

11 Dixon's Fold
Norwich
NR6 7QD

Site Location Plan

SCALE	1:500	DATE	26.01.2015
JOB	7817	REV	001
PAGE			P00



REV	DATE	CHG	REVISIONS

NOTE

DO NOT SCALE FROM THIS DRAWING ALL DIMENSIONS TO BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO CONSTRUCTION

SECOND SCHEDULE
Form of Notice of Planning Permission



www.broadland.gov.uk

Application Number
20150131

Feilden & Mawson LLP
Attention: Miss Elizabeth Kirk
1 Ferry Road
Norwich
NR11SU

Date Of Decision : 26 June 2015
Development : Demolition of Bungalow & Erect 16 Dwellings (Outline)
Location : 11 Dixons Fold, Old Catton, NR6 7QD
Applicant : Mr & Mrs Haines and Mr & Mrs D Betts
Application Type: Planning Application Outline

Town & Country Planning Act 1990

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

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

The development hereby permitted must be begun in accordance with the "reserved matters" as approved not later than the expiration of TWO years from either, the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last such reserved matter to be approved.

- 2 Application for the approval of the "reserved matters" shall include plans and descriptions of the:
 - i) details of the layout;
 - ii) scale of each building proposed
 - iii) the appearance of all buildings including the precise details of the type and colour of the materials to be used in their construction;
 - iv) the means of access to the site and
 - v) the landscaping of the site.

Approval of these "reserved matters" must be obtained from the local planning authority in writing before any development is commenced and the development shall be carried out in accordance with the details as approved.

- 3 The development hereby permitted shall not be carried out otherwise than in accordance with the plans and documents listed below.
- 4 The details required by condition 2 above shall not include provision for more than 16 dwellings.

5 In the event that reserved matters approval is granted for 10 or more dwellings in total, before development commences a scheme of measures to secure at least 10% of the development's energy from decentralised renewable or low-carbon sources shall be submitted to and approved by the Local Planning Authority prior to commencement of the development. The details as approved shall be completed prior to the first occupation of any of the dwellings hereby permitted and thereafter shall be maintained.

6 Concurrently with the submission of the "reserved matters" required by Condition 2 above a desk study (A) must be submitted to the Local Planning Authority in line with current good practice guidance. The report must include a conceptual site model and risk assessment to determine whether there is a potentially significant risk of contamination that requires further assessment.

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

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

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

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

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

In the event that previously unidentified contamination (E) is found during the development, it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken as set

out in Part (B), and where remediation is necessary a remediation method statement and post remedial validation testing must be produced and approved in accordance with Part (C) above.

7 No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details.

8 No works or development shall take place until a scheme for the protection of the retained trees 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) a plan to a scale and level of accuracy appropriate to the proposal that shows the position, crown spread and Root Protection Area (para. 4.6.1) of every retained tree on site and on neighbouring or nearby ground to the site in relation to the approved plans and particulars. The positions of all trees to be removed shall be indicated on this plan.

(b) the details of each retained tree as required at para. 4.4.2.5 in a separate schedule.

(c) a schedule of tree works for all the retained trees in paragraphs (a) and (b) above, specifying pruning and other remedial or preventative work, whether for physiological, hazard abatement, aesthetic or operational reasons. All tree works shall be carried out in accordance with BS3998, 2010, Tree Work -Recommendations.

(d) the details and positions (shown on the plan at paragraph (a) above) of the Tree Protection Barriers (section 6.2 para 6.2.2 and Figure 2), identified separately where required for different phases of construction work (e.g. demolition, construction, hard landscaping). The Tree Protection Barriers must be erected prior to each construction phase commencing and remain in place, and undamaged for the duration of that phase. No works shall take place on the next phase until the Tree Protection Barriers are repositioned for that phase.

(e) the details and positions (shown on the plan at paragraph (a) above) of the Construction Exclusion Zones (section 6.2).

(f) the details and positions (shown on the plan at paragraph (a) above) of the underground service runs (section 7.7).

(g) the details of the working methods to be employed with the demolition of buildings, structures and surfacing within or adjacent to the RPAs of retained trees.

In the event that any tree(s) become damaged during construction, the Local Planning Authority shall be notified and remedial action agreed and implemented. In the event that any tree(s) dies or is removed without the prior approval of the Local Planning Authority, it shall be replaced within the first available planting season, in accordance with details to be agreed with the Local Planning Authority.

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

the Highway Authority to illustrate the following: -

- i) Roads and footways
- ii) Foul and surface water drainage
- iii) Visibility splays
- iv) Access arrangements
- v) Parking provision in accordance with adopted standard.
- vi) Turning areas

The reasons for the conditions are:-

- 1 The time limit condition is imposed in compliance with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 The application is submitted in Outline form only and the reserved matters are required to be submitted in accordance with the requirements of Part 3 of the Town and Country Planning (Development Management Procedure) (England) Order 2015.
- 3 For the avoidance of doubt and to ensure the satisfactory development of the site in accordance with the specified approved plans and documents.
- 4 To ensure the satisfactory development of the site in accordance with Policies GS3 and ENV2 of the Broadland District Local Plan (Replacement) 2006 and GC4 of the Broadland Development Management DPD (Submission) 2014.
- 5 To ensure the development is constructed to an appropriate standard in accordance with Policy 3 of the Joint Core Strategy for Broadland, Norwich and South Norfolk: 2011/2014.
- 6 To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policies GS3 and CS12 of the Broadland District Local Plan (Replacement) 2006 and policies GC4, EN4 and CS9 of the Broadland Development Management DPD (Submission) 2014.
- 7 To protect and prevent the pollution of controlled waters in line with National Planning Policy Framework and policies GS3 and CS12 of the Broadland District Local Plan (Replacement) 2006 and GC4 and EN4 of the Broadland Development Management DPD (Submission) 2014.
- 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 and GC4 of the Broadland Development Management DPD (Submission) 2014.
- 9 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, GC4 of the Broadland Development Management DPD (Submission) 2014 and Policy 1 of the Joint Core Strategy for Broadland, Norwich and South Norfolk 2011/2014.

Plans and Documents

Addendum to Report on Below Ground Drainage received 17 March 2015

Dwg No 001_P00 Site Location Plan received 2 February 2015

Drainage Feasibility Report received 2 February 2015

Informatives:-

The Local Planning Authority has taken a positive and proactive approach to reach this decision in accordance with the requirements of paragraphs 186-187 of the National Planning Policy Framework.

Infiltration sustainable drainage systems (SuDS) such as soakaways, unsealed porous pavement systems or infiltration basins shall only be used where it can be demonstrated that they will not pose a risk to the water environment. Infiltration SuDS have the potential to provide a pathway for pollutants and must not be constructed in contaminated ground. They would only be acceptable if a phased site investigation showed the presence of no significant contamination. Only clean water from roofs can be directly discharged to any soakaway or watercourse. Systems for the discharge of surface water from associated hard-standing, roads and impermeable vehicle parking areas shall incorporate appropriate pollution prevention measures and a suitable number of SuDS treatment train components appropriate to the environmental sensitivity of the receiving waters. The maximum acceptable depth for infiltration SuDS is 2.0 m below ground level, with a minimum of 1.2 m clearance between the base of infiltration SuDS and peak seasonal groundwater levels. Deep bore and other deep soakaway systems are not appropriate in areas where groundwater constitutes a significant resource (that is where aquifer yield may support or already supports abstraction). SuDS should be constructed in line with good practice and guidance documents which include the SuDS Manual (CIRIA C697, 2007), the Susdrain website (<http://www.susdrain.org/>) and draft National Standards for SuDS (Defra, 2011).

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

The applicant needs to be aware that the Community Infrastructure Levy (CIL) will be applied to development on this site. The amount of levy due will be calculated at the time the reserved matters application is submitted. Further information about CIL can be found at www.broadland.gov.uk/housing_and_planning/4734.asp

Anglian Water has assets close to or crossing this site or there are assets subject to an adoption agreement. Therefore the site layout should take this into account and accommodate those assets within either prospectively adoptable highways or public open space. If this is not practicable then the sewers will need to be diverted at the developers cost under Section 185 of the Water Industry Act 1991. or, in the case of apparatus under an adoption agreement, liaise with the owners of the apparatus. It should be noted that the diversion works should normally be completed before development can commence

Signed



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

DRAFT

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

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

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

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

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

Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN, Tel: 0303 444 00 00 or via the Planning Portal at <http://www.planningportal.gov.uk/planning/appeals/online/makeanappeal>

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.

THIRD SCHEDULE

Open Space

In this schedule the following expressions have the following meanings:

Off-site Open Space Contribution	A financial contribution to be used for the acquisition, layout and maintenance of public open space in the parish of Old Catton and where appropriate the Norwich Policy Area if serving the development calculated in accordance with the Council's standard charges as detailed at Tables 1 and 2 and 3 of this Schedule subject to increase in accordance with the Inflation Provision The final amounts will be determined by the final housing mix
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1. Open Space Contributions

The Owners covenant with the Council not to Occupy more than 50% of the Open Market Dwellings (as defined in the Fourth Schedule) unless the Off-site Open Space Contribution has been paid to the Council.

2. The Councils Covenants

The Council hereby covenants with the Owners that:

2.1 It will deposit the Off-site Open Space Contribution into an interest bearing account and will apply the capital and any interest accrued wholly and exclusively towards the provision and maintenance of open space as set out in this Deed.

2.2 In the event that the Off-Site Open Space Contribution has not been committed (by way of contract or expenditure of monies) within 5 years of receipt of payment to refund any unspent balance of the contribution to the payer together with any interest accrued.

OFF SITE – Open Space contributions

Table 1 – Cost per dwelling for Open Space land purchase (where required)

Property	Cost per dwelling
1 bed	£927
2 bed	£1,236
3 bed	£1,545
4 bed	£1,854
5+ bed	£2,163

Table 2 – Cost per dwelling for equipping open space (where required)

Equipping					
Property	Sports	Play	Green Infrastructure	allotments	Total
1 bed	£289	£89	£429	£15	£822
2 bed	£385	£119	£572	£19	£1,095
3 bed	£481	£149	£715	£24	£1,369
4 bed	£577	£178	£858	£29	£1,642
5+ bed	£673	£208	£1001	£34	£1,916

Table 3 – Cost per dwelling for maintenance of open space (where required)

Maintenance				
Property	Sports	Play	Green infrastructure	Total
1 bed	£303	£30	£253	£586
2 bed	£404	£41	£338	£783
3 bed	£505	£51	£422	£978
4 bed	£606	£61	£506	£1,173
5+ bed	£707	£71	£591	£1,369

FOURTH SCHEDULE

Affordable Housing

In this Schedule the following expressions have the following meanings:

"Affordable Dwellings"	the Dwellings to be constructed to Design & Quality Standards on the Site as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	means the Affordable Rented Housing to be provided to Eligible Households
"Affordable Housing Mix"	100 per cent Rented Housing (unless otherwise agreed in writing with the Council). The mix of dwelling types for the Rented Housing being: 20% 1 bedroom (2 person) bungalow (built to meet lifetime homes standards) 40% 2 bedroom (4 person) houses 40% 3 bedroom (6 person) houses (or as otherwise agreed with the Council)
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 33 per cent of the total number of Dwellings (or such other lower percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	A scheme securing the Affordable Housing Provision in accordance with the Affordable Housing Mix and specifying unless otherwise agreed in writing with the Council - The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings; - The identity of the Registered Provider (if secured); - The number, location, type and size of Affordable Dwellings to be constructed on the Site; - full details of the Affordable Housing Mix (such

	proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Rented Housing; - such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme
"Affordable Rented Dwellings"	Dwellings to be let by a Registered Provider with an appropriate agreement with the Homes & Communities Agency for the charging of affordable rents (being rents that are no more than 80 per cent of local market rents including any service charges as approved by the Council)
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme as approved by the Council including any amendment, revision or substitution approved by the Council in writing
"Chargee"	any mortgagee or charge of the Registered Social Landlord or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Design & Quality Standards"	the Design and Quality Standards as specified by the Homes and Communities Agency or its successor or such other construction standards as the Council may specify in the absence of the former
"Eligible Household"	A person or persons in need of accommodation who are unable to rent or buy on the open market nominated by the Council in accordance with the Fifth Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council
Open Market Dwelling	a Dwelling that is not an Affordable Dwelling
"Practically Complete"	the point at which a Dwelling has been completed to Design & Quality Standards (if an Affordable Dwelling), is capable of occupation and a certificate of practical completion has been issued.
"Public Subsidy"	funding provided by the Council, the Homes and Communities Agency or any other public body or

	successor body towards the provision of Affordable Housing
"Registered Provider"	as defined in the Housing and Regeneration Act 2008
"Rented Housing"	one or more of Affordable Rented Dwellings

The Owners hereby covenants with the Council as follows:

- 1.1 Not to Commence or allow Commencement of the Development unless and until the Affordable Housing Scheme has been submitted to and approved by the Council in writing ("the Approved Affordable Housing Scheme").
- 1.2 Not to construct or procure the construction of the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales set out therein.
- 1.3 Not to Occupy or allow Occupation of more than 50% of the Open Market Dwellings unless and until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider in accordance with and subject to the following terms:
 - a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
 - b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
 - c) with the benefit of all necessary easements, rights and utilities; and
 - d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme
- 1.4 Subject to paragraph 1.6 not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme other than by a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire;
- 1.5 Subject to paragraph 1.6 not to Occupy the Affordable Dwellings other than in accordance with the provisions of the Fifth Schedule.
- 1.6 Nothing in this Schedule shall be binding on a Chargee PROVIDED THAT any Chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge comply with

the requirements under Part 2 Chapter 4 of the Housing and Regeneration Act 2008.

FIFTH SCHEDULE

Affordable Housing Allocation

LOCAL LETTINGS POLICY: LOCAL CONNECTION ELIGIBILITY CRITERIA

Up to one third (or such other lower amount as the Council shall reasonably require) of the Affordable Rental Dwellings (as chosen by the Council) shall be let on first Occupation in accordance with the local lettings policy set out below:

- (i) first allocations shall be made to people living in the Parish of Old Catton;
- (ii) if there is no suitable person in paragraph (i) allocations will be made to people who work in the Parish of Old Catton;
- (iii) if there are no suitable persons in paragraphs (i) and (ii) allocations will be made to people who need to move to the Parish of Old Catton to give/receive support to/from close family.

Note: If there are no suitable persons in paragraph (i) and/or (ii) and/or (iii) above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to an Eligible Household approved by the Council

Administrative Procedure for Nominations

- To grant to the Council nomination rights to 100% of the Affordable Rental Dwellings.
- The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy, as amended from time to time, or in accordance with alternative procedures as the Council may decide

SIXTH SCHEDULE

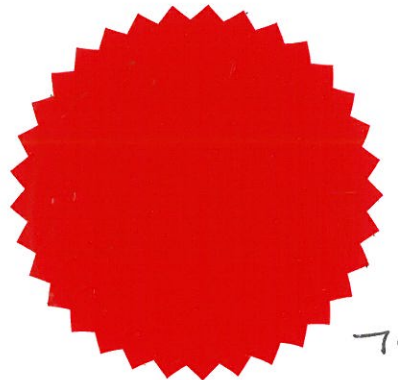
1. The Council Covenants with the Owners as follows:

- 1.1 To use any sums paid to it under this Deed for the purpose for which they were paid.
- 1.2 Any balance of the sums paid to the Council that are outstanding and not committed for payment 5 years after completion of the Development must be repaid to the person who paid with interest thereon.

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

THE COMMON SEAL OF Broadland District Council
was affixed in the presence of:

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7495

Authorised Signatory:

M. Murre

Head of Democratic Services and
Monitoring Officer

EXECUTED AS A DEED by
MARY ELZABETH HAINES

M. Elzabeth Haines

)

in the presence of:

LYNN DIANE STEVENS

L. D. Stevens

6 Shephard Close
North Walsham
Norfolk
NR28 0LY

EXECUTED AS A DEED by
DAVID JOHN BETTS

)

in the presence of:

ROBERT WALTER GEORGE MAYES
35 Holworthy Road
Norwich
NR5 9D9

R. W. G. Mayes
D. J. Betts