

DATED 6th December 2016

BROADLAND DISTRICT COUNCIL

- and -

NORFOLK COUNTY COUNCIL

- and -

DAVID JAMES BRUCE COVENTRY and
ALAN EDWARD HOWARD

- and -

PERSIMMON HOMES LIMITED

A G R E E M E N T
Under Section 106 of the
Town and Country Planning Act 1990

relating to land at Royal Norwich Golf Club
Drayton High Road Norwich
Norfolk

THIS DEED OF AGREEMENT ("this Deed") is made the 6th day of December 2016

BETWEEN:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich Norfolk NR7 0DU ("the Council")
- (2) NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH ("the County Council")
- (3) DAVID JAMES BRUCE COVENTRY of 12 Greenfields Road Dereham Norfolk NR20 3TE and ALAN EDWARD HOWARD of 14 Upton Road Norwich Norfolk NR4 7PA in their capacity as trustees of the Royal Norwich Golf Club ("the Owner")
- (4) PERSIMMON HOMES LIMITED (Company No. 4108747) of Persimmon House, Fulford, York, YO19 4FE ("the Developer")

together "the Parties"

RECITALS

- (1) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (2) The Owner is the freehold owner of the Site as registered at H M Land Registry under title numbers NK 276738 and NK283319
- (3) The Developer is proposing to purchase the Site following the grant of the Planning Permission and has a conditional contract to do so and is entering into this Deed for the purposes of consenting to the covenants to be given by the Owner having regard to the fact that it will be bound by the terms of this Deed if it completes its purchase
- (4) The County Council is a local planning authority for the purposes of the Act and the local highway authority the education authority and the library service provider for the area in which the Site is situated.
- (5) The Developer has submitted the Application to the Council and the Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.
- (6) The Owner enters into this Deed and undertakes the obligations therein in their capacity as trustees of the Royal Norwich Golf Club

NOW THIS DEED WITNESSES AS FOLLOWS:

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
"Application"	The application dated 30 October 2015 for full / outline planning permission being (1) full planning permission for Phase 1 residential development for 108 dwellings and (2) outline planning permission for 892 dwellings and up to 420 sqm of D1/D2 use and open space in accordance with the plans and particulars submitted to the Council and allocated reference number 20151770.
"Commencement"	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 operations consisting of site clearance demolition work archaeological investigations or investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions erection of any temporary means of enclosure the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly
"Development"	The Development of the Site as proposed by application reference 20151770 to be carried out pursuant to the Planning Permission
"Dwelling"	Any residential unit to be constructed on the Site pursuant to the Planning Permission as part of the Development [whether an Affordable Housing Unit or an Open Market Dwelling]
"First Fix"	Means all the work necessary to take the Community Building from foundations up to and including a tiled roof in a watertight condition with external doors and windows fitted together with all internal walls and ceilings provided (but not plastered) together with inserting cables and pipes up to and within the Community Building for the supply of services but excluding the fitting of sockets, switches and other appliances

Index Linked"	Means index linked from the date hereof 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 or decrease in the BCIS All In Tender Price Index published by the Royal Institution of Chartered Surveyors (or if such index ceases to be published such other index as the Council shall reasonably determine in consultation with the parties to this Agreement)
"Master Plan"	The plan submitted with the Application entitled "Master Plan" a copy of which is attached to this Agreement or otherwise amended in agreement with the LPA.
"Occupation"	Occupation of any building or part of the Site as a Dwelling or for any purposes authorised by the Planning Permission but excluding occupation for the purposes of construction decoration fitting-out marketing or any other activity preparatory to the use of the Site for the purposes as authorised by the Planning Permission and the words "Occupy and Occupied" shall be construed accordingly
"Phase"	A phase of the Development as shown on the Phasing Plan
"Phasing Plan"	The phasing plan submitted with the Application a copy of which is attached to this agreement and marked "Phasing "Plan" or any subsequent amended phasing plan as agreed by the LPA.
"Plan"	The plan attached to this Deed at the First Schedule
"Planning Permission"	The planning permission to be granted subject to conditions by the Council or on appeal to the Secretary of State (or the successor in title to his statutory functions) pursuant to the Application for the Development or such other variation or change which the Council may agree consequent upon any application under section 73 or 96A of the Act
"Reserved Matters"	Means the application or applications submitted for approval of reserved matters pursuant to that part of the Application relating to outline planning permission for 892 Dwellings and those other matters referred to in the Application

"Secretary of State"	The Secretary of State or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the Act
"Serviced Site"	Means the site in question being provided with such of the Services and easements which are reasonably required to enable it to be used for its intended purpose
"Services"	Means any pipes wires cables ducts conduits drains sewers for the conduct of gas water electricity foul and surface water telephones and telecommunications and any other plant and equipment relating thereto or required therefore or any other services of a statutory undertaker or utility company and all for the purposes to which the Serviced Site is intended to be used and "Serviced" shall be interpreted accordingly
"Site"	The land known as Land at Royal Norwich Golf Club Drayton High Road Norfolk shown edged red on the Plan against which this Deed may be enforced
"SPD"	Means the Council's "Recreational Provision in Residential Development Supplementary Planning Document (SPD) (April 2016)" or any relevant re-enactment and set out in the Twelfth Schedule
"the Relevant Disposal"	Means the disposal by the Owner of its freehold interest in the Site either directly or through Norwich Golf Club Limited to the Developer consequent upon the completion of this Deed and in the circumstances outlined in Recital (3) of this Deed

2. CONSTRUCTION OF THE 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 interchangeable 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 against each individually unless an express provision indicates otherwise.
- 2.5 A reference to an Act of Parliament shall include any later modification extension or re-enactment of that Act of Parliament and shall include all statutory instruments orders and regulations made under that Act of Parliament 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 persons deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 2.7 Any approval consent certification direction or permission to be or made by the Council or the County Council shall not be unreasonably made withheld or delayed.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act and in so far as any provision contained herein is not a planning obligation it is made pursuant to section 111 of the Local Government Act 1972 and all other enabling powers.
- 3.2 The covenants restrictions and requirements contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council and the County Council.

4. COVENANTS

- 4.1 With effect from Commencement of the Development the Owner covenants with the Council and the County Council to comply with the obligations and restrictions contained in this Deed and particularly and without prejudice to the generality of the foregoing with the Council as to the obligations and restrictions contained in the Second, Third, Fourth and Fifth Schedules to this Deed and with the County Council as to the obligations and restrictions contained in the Eighth and Ninth Schedules to this Deed.
- 4.2 The Owner further covenants that they are the freehold owners of the Site and have full power to enter into this Deed and that the Site is free from mortgages charges or other encumbrances other than those registered against title numbers NK 276738 and NK283319 and that

other than the Developer and Vodafone Limited who have a lease registered under title number NK 319203 there is no person having any interest in the Site other than as notified in writing to the Councils or the County Councils solicitors prior to the date hereof.

- 4.3 The Developer covenants with the Council in accordance with the provisions of the Sixth Schedule to this Deed
- 4.4 The Council covenants to comply with the obligations and restrictions contained within the Seventh Schedule to this Deed.
- 4.5 The County Council covenants to comply with the obligations and restrictions contained within the Tenth Schedule to this Deed.

5. LIABILITY

- 5.1.1 No person shall be liable for any breach or non-performance of the covenants contained herein in respect of the whole or any part of the Site in which they no longer have a legal interest save in respect of any prior subsisting breach.
- 5.1.2 Consequent upon the completion of The Relevant Disposal (but in no other circumstances) the Owner shall not be deemed to have a legal interest or any interest for the purposes of Section 106 of the Act in the Site or any part of it by virtue of having the benefit or obligation of any
 - (a) rights reserved and/or granted as a term of The Relevant Disposal
 - (b) covenants given or received as a term of The Relevant Disposal
 - (c) overage arrangements to secure additional consideration entered into as a term of the Relevant Disposal
 - (d) mortgages to secure deferred payments granted as a term of The Relevant Disposal (but only in the circumstances and so long as any Mortgagee does not enforce the security of any mortgage so granted)
 - (e) leases of the Site or of any part for a term not exceeding 3 years granted as a term of The Relevant Disposal and specifically limited to the use of the Site or any part of it for or in connection with the provision of golf or golfing facilities
 - (f) protective title registration relating to all or any of the matters referred to in (a) to (e) inclusive(provided that and for the avoidance of any doubt nothing in this sub clause 5.1.2 shall apply to any successor in title to the Owner other than Royal Norwich Golf Club Limited (company registration no. 9983747))
- 5.2 The Council and the County Council shall not be liable to any person under this Agreement after that person has parted with all interest in the Site save in respect of any liability arising prior thereto.
- 5.3 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 or any renewal thereof or any reserved matters approval with respect thereto) granted after the date of this Deed in respect of which development this Deed will not apply.

- 5.4 Nothing in this Deed shall entitle any of the other parties or any other person to pursue, exercise or enforce any right or remedy against the personal effects, estate, property or assets of either David James Bruce Coventry or Alan Edward Howard or against any assets for the time being vested in them which are not assets of the Royal Norwich Golf Club
- 5.5 The obligations which the said David James Bruce Coventry and Alan Edward Howard undertake can only be enforced against them in their capacity as trustees of the Royal Norwich Golf Club
- 5.6 Save for the obligations contained in the Second Schedule which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Housing Units subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
 - 5.6.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Planning Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease;
 - 5.6.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 5.7 In the event of the Planning Permission being quashed revoked or withdrawn before the Commencement of Development or expiring and not being renewed without the Development having been Commenced or in the event of the revocation of the Planning Permission the obligations under this Deed shall cease absolutely BUT FOR THE AVOIDANCE OF DOUBT where permission is issued pursuant to an application under section 73 of the Act this Deed shall continue in full force and effect subject to and in accordance with the provisions contained herein AND PROVIDED THAT in the event that upon receipt of an application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations

- 5.8 In the event of determination of this Deed under Clause 5.7 above the Council shall upon request procure that any entry referring to this Deed in the Register of Local Land Charges shall be removed.
- 5.8 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 which shall continue in full force and effect.
- 5.9 No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Owner or their successors in title in performing or observing any of its obligations under this Deed shall constitute a continuing waiver or prevent the Council or the County Council from enforcing those obligations or from acting upon any subsequent breach or default.

6. DISPUTES

- 6.1 Wherever there is a dispute between the Parties arising from the terms of this Deed which shall not be resolved within two months of any of the Parties having notified the others that any such dispute exists then any of the Parties may require the dispute to be determined by a professional person having at least ten years professional standing in a relevant professional discipline ("the Professional") which Professional shall be agreed between the Parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors and:

- 6.1.1 the Professional shall act as an expert;
- 6.1.2 the Professional shall afford the Parties to the dispute an opportunity promptly to make representations in writing and if they so direct to make submissions on one another's representations;
- 6.1.3 the Professional shall be able to stipulate periods of time for the making of such submissions and representations;
- 6.1.4 the Professional shall be bound to have regard to the said submissions and representations;
- 6.1.5 the Professional shall have the power to award the costs of the determination in favour of any of the Parties at the expense of any other Party in the event that the Professional shall consider that the said other Party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;

- 6.1.6 the Professional shall be limited in his findings to the determination of the dispute put by any Party;
- 6.1.7 the findings of the Professional shall save in the case of manifest material error be final and binding on the Parties save that the Parties retain the right to refer to the Courts on a matter of law; and
- 6.1.8 the Professional shall be required to issue his decision as soon as reasonably practicable.
- 6.2 If for any reason the Professional shall fail to make a decision and give notice thereof within two months of the deadline for submissions and representations given by the Professional in clause 6.1.3 above any of the Parties may apply to the President or the Vice President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary;
- 6.3 Nothing in this clause 6 shall be taken to fetter the ability of the Council or the County Council to carry out their statutory functions as local planning authority with powers to enforce breaches of planning control arising from any breach of any of the obligations entered into by the Owner in this Deed or any other planning breach in respect of the Site.
- 6.4 No party shall be obliged by virtue of this clause 6 to engage in the resolution envisaged by this clause 6 where the issue relates to the non-payment of financial contributions; and
- 6.5 The Parties shall comply in full with any award decision or direction made by the Professional including any as to costs.

7. LATE PAYMENTS

If any payment of any sum referred to in this Deed shall have become due from the Owner to the Council or the County Council but shall remain unpaid for a period exceeding 28 days, the Owner shall pay on demand to the Council or the County Council as appropriate interest thereon (at a rate of four percent above the base rate of National Westminster Bank Plc from time to time in force) until payment of the outstanding sum has been paid.

8. MISCELLANEOUS

- 8.1 Immediately on completion of this Deed the Developer shall pay the Council's and the County Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed.

- 8.2 The Owner shall permit the Council and the County Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising pursuant to this Deed has been performed or observed.
- 8.3 In the event that the Owner disposes of its interest in the Site or any part thereof it shall within twenty eight (28) days of such disposal give written notice of the name and address of its successors in title to the Council and the County Council together with sufficient details of the part of the Site included in the disposal to allow its identification.
- 8.4 The Owner agrees to give the Council and the County Council notice in writing no later than 28 days prior to the anticipated Commencement of Development, first Occupation of the Development and the reaching of any other Occupation, Commencement or Completion threshold or trigger relating to the obligations contained in this Deed PROVIDED THAT default in giving the requisite notice shall not prevent Commencement of Development occurring or the triggering of obligations contained herein.
- 8.5 Subject to Clause 2.6 above no provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and any third party rights as may be implied by law or are deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law.
- 8.6 Save as provided for below any notice or communication to be given pursuant to this Deed shall be in writing and shall either be delivered personally or sent by registered post or recorded delivery service. The address for service on the Parties shall be those stated in this Deed or such other address in England for service as the Party to be served may have previously notified the other Parties in writing.
- 8.7 This Deed shall be registered as a local land charge by the Council.
- 8.8 This Deed is governed by and interpreted in accordance with the law of England.

FIRST SCHEDULE

the Plan(s)

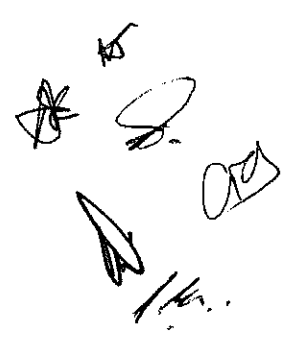
Block Plan

~~Master Plan~~

Phasing Plan

Plan

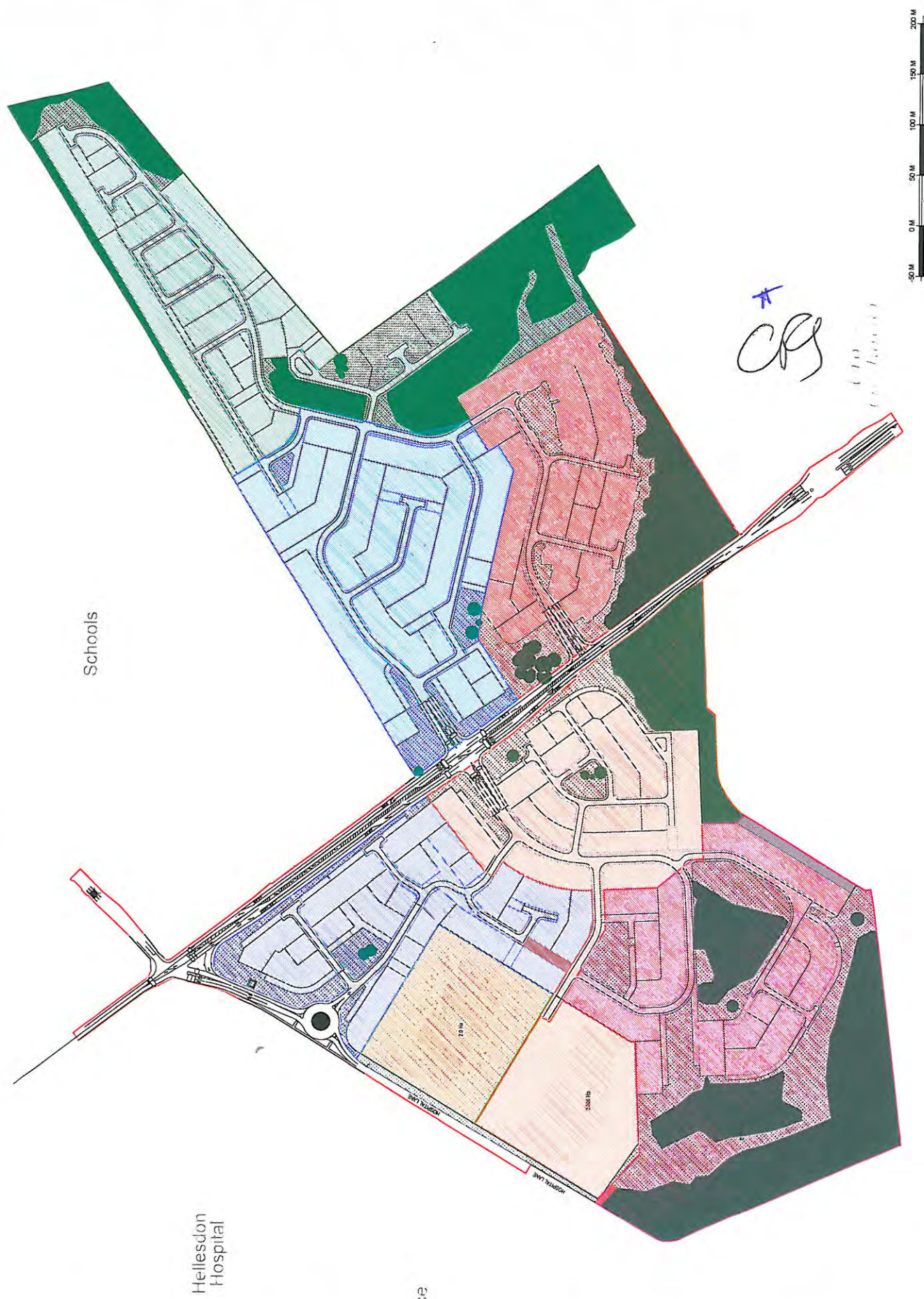
Weston Park Golf Club





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MCERTON ON THE HILL

MILL FOLD

OFS

LEWISDALE

GREAT WITCHINGHAM

GREAT WITCHINGHAM

SECOND SCHEDULE

Housing Restrictions and Affordable Housing

Part 1

In Part 1 of this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meaning:

"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"	the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market and which meets the criteria set out in the National Planning Policy Framework
"Affordable Housing Mix"	60% Rented Housing and 40% Intermediate Housing (or as otherwise agreed in writing by the Council acting reasonably)
"Affordable Housing Provision"	the provision of thirty three per cent (33%) (or a reduced percentage calculated having regard to the provisions of clause 1.6 of the Fifth Schedule) of the Dwellings on the Site as Affordable Dwellings and which shall unless otherwise agreed in writing by the Council comprise the following tenure and housing mix : (i) Sixty per cent (60%) shall be Rented Housing of which a) 25% shall be 1 bed 2 person houses b) 20% shall be 1 bed 2 person flats c) 32% shall be 2 bed 4 person houses d) 5% shall be 2 bed 4 person wheelchair standard bungalows to include level access, potential for future hoist points throughout, level access shower, and doorways/corridors to meet

building regulations requirements for wheelchair use

f) 15% shall be 3 bed 6 person houses

g) 3% shall be 4 bed 8 person houses

(ii) Forty per cent (40%) shall be Intermediate Housing comprising a mix of 2, 3 and 4 bedroom Dwellings

"Affordable Housing Scheme"

A scheme securing the Affordable Housing Provision and specifying:

- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;

- The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;

- 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 HCA for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges or as otherwise agreed with the Council in writing these to be allocated in accordance with the Local Lettings Policy and the Local Connection Eligibility Criteria at Part 2 of this Schedule
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing
"Design and Quality Standards"	the appropriate standards (if any) as specified by the Council acting reasonably
"Eligible Household"	A person or persons in need of accommodation who are unable to rent or buy on the local open market determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council
"HCA"	the Homes & Communities Agency or it's successor body or other appropriate body as the Council may nominate
"Intermediate Housing"	Dwellings provided in accordance with the definition of Intermediate Housing as contained in the National Planning Policy Framework

"Intermediate Rented Dwellings" "Open Market Dwellings"	Dwellings at rents below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Practical Completion" " Provider"	The issue of a certificate of practical completion by or on behalf of the Owner and "Practically Complete" shall be construed accordingly either: (i) a Registered Provider; or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
"Rented Housing"	One or more Affordable Rented Dwellings as agreed with the Council
"Shared Equity Dwellings"	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of

acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)

“Shared Ownership
Dwellings”

Dwellings purchased on a Shared Ownership
Lease

“Shared Ownership
Lease”

a lease in a form approved by the HCA or where there is no such form in a form approved by the Council such lease to provide for the following:

- not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider
- power to the purchaser to increase their ownership up to 100% if they so wish
- an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the HCA

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence or allow Commencement of the Development in any Phase unless and until the Affordable Housing Scheme for that Phase has been submitted to and approved by the Council

And upon approval, the Affordable Housing Scheme for each Phase

shall be deemed to be incorporated into the provisions of this Agreement (PROVIDED THAT and for the avoidance of any doubt the Owner may submit a revised Affordable Housing Scheme for any Phase which the Council shall consider and determine without unreasonable delay and which if approved and upon approval by the Council in writing shall be deemed to be incorporated into the provisions of this Agreement)

- 1.2 Not to Occupy or allow Occupation of the first Open Market Dwelling in any Phase until an exchanged unconditional contract for the sale of the Affordable Dwellings comprised in that Phase to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred this obligation shall not apply AND PROVIDED FURTHER THAT this obligation shall not apply in any event to the sale of Shared Equity Dwellings
- 1.3 Not to construct or procure the construction of the Affordable Dwellings otherwise than in accordance with the Planning Permission and the Approved Affordable Housing Scheme applicable to each Phase and the timescales and details set out therein
- 1.4 Not to Occupy or allow to be Occupied more than fifty per cent (50%) of the Open Market Dwellings in any Phase until all of the Affordable Dwellings comprised within that Phase have been constructed and are Practically Complete and ready for Occupation and have been transferred to a Registered Provider (or where no transfer is required their ongoing provision has been secured) in accordance with the Affordable Housing Scheme applicable to that Phase and in accordance with and subject to the following terms:
 - a) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;

b) with the benefit of all necessary easements, rights and utilities;
and

c) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council

d) any transfer shall contain provisions that will ensure that the Affordable Rented Dwellings are let in accordance with the Local Lettings Policy set out in Part 2 to this Second Schedule

1.5 Not to use or permit the use of the Affordable Dwellings for any purpose other than for Affordable Housing in accordance with the Approved Affordable Housing Scheme PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

1.5.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire;

1.5.2 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or by a person who has acquired 100% of a Shared Equity Dwelling

1.5.3 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:

a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and

shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings or another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

- 1.6 Not to use or permit the use of the Affordable Dwellings otherwise than by Eligible Households or persons nominated by the Council or Registered Provider

PART 2

Local Lettings Policy

LOCAL LETTING POLICY: LOCAL CONNECTION ELIGIBILITY CRITERIA

Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rented 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 Hellesdon;
- (ii) If there is no suitable person in paragraph (i) allocations will be made to people who work in the Parish of Hellesdon
- (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 Hellesdon to give/receive support to/from close family
- (iv) 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 as approved by the Council

Administrative Procedure for Nominations

- To grant to the Council nomination rights to 100% of the Affordable Housing Rental Units
- 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 and the Owner shall agree between them

THIRD SCHEDULE

Open Space Land, Playing Pitches and Allotments

In this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

"Allotments"	the areas of land calculated in accordance with the SPD as approved in accordance with Paragraph 3.1 of this Schedule together with a right of way on foot to and from the same over and along the access drive
"Allotments Specification"	a scheme including plans drawings and specifications showing (but not limited to) the laying out of the Allotments (including fencing and the provision of a water and an access road which will link the Allotments to the adopted public highway network) and together with details of the proposed Allotments management regime to be approved by the Council on a Phase by Phase basis
"Formal Recreational Space"	Means provision in accordance with the requirements of Policy RL1 of the Council's Development Management DPD (Local Plan) (August 2015) and reflected in the SPD and calculated on the basis of 2.02 ha of Formal Recreational Space per 1,000 population projected to be generated by the Development On-site provision of Formal Recreational Space (which is defined in the SPD as meaning "any facility that is accessible and available to the general public and laid out or used for the purposes of sporting

recreational activity or play”) shall be calculated to include:

- a) children’s play space;
- b) 2 ha of playing pitches and associated run off and ancillary areas (in the position shown indicatively on the Masterplan and hereinafter referred to as “the Playing Pitches”);
- c) the Community Building, its car park and curtilage (the Community Land as hereinafter Defined);

“Informal Recreational Space”	Means provision in accordance with the requirements of Policy EN3 of the Council’s Development Management DPD (Local Plan) (August 2015) and reflected in the SPD and calculated on the basis of 4.16 ha per 1,000 population projected to be generated by the Development
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On-site provision of Informal Recreational Space (which is defined in the SPD as meaning “an area that is accessible and available to the general public and suitable for informal recreational pursuits such as walking, cycling, running etc. This includes natural and semi natural green spaces – e.g. woodlands, commons/meadows, wetlands, open and running water etc”) shall be calculated to include

- a) green and man-made space e.g. woodlands, open spaces, buffers whether publically accessible or for ecology/biodiversity, as well as their many interconnections like footpaths,

cycleways, green corridors and hydrological systems.

b) Allotments

c) trim trails

"Management Company"

Means a company to be set up for the purposes of managing and maintaining the Open Space Land

"Nominated Body"

Means one of the following as determined by the Council:

a) the Council

b) Hellesdon Parish Council

c) such other body as the Council may elect as being responsible for maintenance of the Open Space Land

d) the Management Company

"Open Space Land"

Those parts of the Site to be set out and used by the general public as Formal Recreational Space and Informal Recreational Space in the positions as shown for identification purposes on the Master Plan or such other areas as may subsequently be agreed between the Owner and the Council and laid out in accordance with the Open Space Land Works Specification the precise locations to be agreed on a Phase by Phase basis by the Council and incorporated into the Open Space Land Works Specification applicable to each Phase (and for the avoidance of any doubt therefore and unless expressly indicated to the contrary the expression "Open Space Land" shall be taken to include both "Formal Recreational Space" and "Informal Recreational Space"

"Open Space Land Maintenance Contribution"

A sum or sums calculated in accordance with the requirements of the SPD and as set out in Appendix 1 below and payable in accordance with the

	requirements of paragraph 1.6 of this Schedule such sum or sums to be Index Linked
"Open Space Land Works Specification"	A scheme (based on and utilising the Master Plan) including plans drawings and specifications showing (but not limited to) the location layout design and equipping of the Open Space Land (both as to the Formal Recreational Space and as to the Informal Recreational Space) to be provided within each Phase of the Development having full regard to the requirements of the Council's Development Management DPD (Local Plan) (August 2015) and the SPD and including full details of the proposed landscaping paths and access arrangements street furniture and fencing and play equipment to be provided within any children's play space and together with details of the proposed permanent Open Space Land management regime to be approved by the Council on a Phase by Phase basis
"Playing Pitches Maintenance Contribution"	A sum or sums calculated in accordance with the requirements of the SPD and as set out in Appendix 1 below and payable in accordance with the requirements of paragraph 2.2.5 of this Schedule such sum or sums to be Index Linked
"Playing Pitches"	2 ha of playing pitches and associated run off and ancillary areas forming part of the Formal Recreational Space
"Playing Pitches Specification"	A scheme (based on and utilising the Master Plan) including plans drawings and specifications showing (but not limited to) the location layout equipping preparation and surface treatment and design of the Playing Pitches to be provided having full regard to the requirements of the Council's Development Management DPD (Local Plan) (August 2015) and

“Unencumbered”

the SPD and including full details of any landscaping paths and access arrangements street furniture and fencing access arrangements and together with details of the proposed permanent Playing Pitches management regime to be approved by the Council Means free from all adverse rights, easements (other than easements related to sustainable drainage systems), restrictions or other encumbrances which would interfere with the use by the general public of the Open Space Land as recreational open space, and of any children’s play space for the purposes of children’s play

The Owner hereby covenants with the Council as follows:

1. Open Space Land (but excluding Playing Pitches and Allotments)
 - 1.1 Not to Commence or allow Commencement of any Dwelling in any Phase unless and until details (including the location and extent) of the Open Space Land as appropriate Unencumbered in that Phase has been agreed with the Council and the Open Space Land Works Specification for that Phase has been submitted to and approved in writing by the Council (such approval not to be unreasonably)
 - 1.2 Not to Occupy or allow Occupation of more than sixty per cent (60%) of the Dwellings in any Phase unless and until the Open Space Land as appropriate to that Phase have first been provided laid out and equipped in accordance with the approved Open Space Land Works Specification for that Phase to the written satisfaction of the Council unless otherwise agreed with the Council
 - 1.3 To thereafter maintain the Open Space Land as appropriate Unencumbered within that Phase immediately following provision in

strict accordance with the Open Space Land Works Specification applicable to that Phase and to a standard suitable for use by members of the public as approved by the Council until such time as the whole of the Open Space Land as appropriate to that Phase have been transferred in accordance with the provisions contained herein

- 1.4 Not to Occupy or allow Occupation of any Dwelling comprised in any Phase unless and until it has served upon the Council a notice requesting confirmation by the Council of the Nominated Body for that Phase and the Council has determined the Nominated Body for that Phase and notified the Owner in writing of that determination (which notification shall not be unreasonably delayed)
- 1.5 In the event that the Management Company is the Nominated Body for any Phase not to Occupy or allow Occupation of any Dwelling in that Phase unless and until:
 - a) the Management Company has been created to the satisfaction of the Council; and
 - b) the memorandum and articles of association together with the form of transfer of the Open Space Land as appropriate to the Management Company has been submitted to the Council for approval and has been approved by the Council prior to the transfer taking place
- 1.6 Not to Occupy or allow Occupation of more than sixty per cent (60%) of the Dwellings in any Phase (unless otherwise agreed with the Council) unless and until:
 - a) the Open Space Land as appropriate for that Phase has been transferred to the Nominated Body in accordance with the reasonable requirements of the Council (which for the avoidance of doubt includes a requirement for the Open Space Land as appropriate for that Phase to be transferred free from all encumbrances restrictions or easements which might affect the use as Open Space Land as appropriate or result in additional

cost or liability to the Nominated Body not normally associated with the use of the Open Space Land as appropriate) in consultation with the Nominated Body for a sum not exceeding £1 (one pound) and subject to a restriction on the future use of the Open Space Land either as Formal Recreational Space or as Informal Recreational Space (or as a combination of both) (as the case may be) ; and

- b) the Open Space Land Maintenance Contribution for that Phase has been paid to the Council or Nominated Body PROVIDED THAT

- (i) the Nominated Body shall not be required to accept the transfer of the Open Space Land in any Phase unless it has been provided in strict accordance with the Open Space Land Works Specification

- (ii) the Open Space Land Maintenance Contribution shall not be payable in respect of the Open Space Land in any Phase where the Nominated Body is the Management Company

1.7 Subject only to the provisions of paragraph 2 of this Third Schedule in relation to the provision of the Playing Pitches and to the provisions of paragraph 1.5 of the Fifth Schedule below in relation to the Community Land, to provide Open Space Land on the Site calculated in accordance with the requirements of Policy RL1 of the Council's Development Management DPD (Local Plan) (August 2015) and reflected in the SPD (in relation to Formal Recreational Space) and Policy EN3 of the Council's Development Management DPD (Local Plan) (August 2015) and reflected in the SPD in relation to Informal Recreational Space and in the event of any shortfall of such on-site Open Space Land provision, to provide the balance of any such shortfall either

- (i) by off-site provision in agreement with the Council or
 - (ii) by the payment to the Council of a commuted sum (calculated in accordance with the SPD to be used to secure off-site provision of Open Space Land or

- (iii) via a combination of off-site provision and a commuted sum payment

PROVIDED THAT and for the avoidance of any doubt:

- (i) if payment of any commuted sum payment is made to the Council the Council in its absolute discretion may utilise the sum itself or pass it on to the appropriate Nominated Body once such determination has been made in accordance with the provisions of paragraph 1.4 above
- (ii) if the Council elects to take a transfer of the Community Land in accordance with the provisions of paragraph 1.2 of the Fifth Schedule it will be located on Open Space Land
- (iii) it is hereby agreed between the Parties that the provisions of this paragraph dealing with and specifying the alternative courses of action available in the event of any shortfall of on site Open Space Land provision do not apply to the Playing Pitches which will in all circumstances be provided and located on site and which shall always be taken to form part of the Formal Recreational Space.

1.8 To pay any commuted sum payment to the Council in accordance with the following arrangements (PROVIDED THAT and for the avoidance of any doubt these arrangements will only apply in the event that any shortfall in the provision of on site Open Space Land has not been entirely provided by off site provision in accordance with the provisions of paragraph 1.7 (i) above and that a commuted sum accordingly becomes payable in accordance with the provisions of either paragraph 1.7(ii) above or paragraph 1.7(iii) above):

- (iv) Prior to the Commencement of Development of Phase 4 (or the Commencement of Development on land to the west of Drayton High Road (if that be different) to submit to the Council for its written approval a calculation ("the calculation") showing

full details (in terms of numbers of bedrooms) of the actual and projected number of dwellings (both Affordable Dwellings and Open Market Dwellings) built or projected to be built on the Site consequent upon the Development at the date of the calculation (thereby enabling a commuted sum payment to be calculated at that date by the Council in accordance with the SPD – “the estimated commuted sum payment”)

- (v) Upon approval by the Council of the calculation and within 28 days of a written demand from the Council to that effect to pay 75% of the estimated commuted sum payment to the Council
- (vi) Prior to the Commencement of Development of the last Phase to be developed to submit to the Council for its written approval a calculation (“the further calculation”) showing full details (in terms of numbers of bedrooms) of the actual and projected number of dwellings (both Affordable Dwellings and Open Market Dwellings) built or projected to be built on the Site consequent upon the Development at the date of the further calculation (thereby enabling a revised commuted sum payment to be calculated at that date by the Council in accordance with the SPD – “the actual commuted sum payment”)
- (vii) Upon approval by the Council of the further calculation and within 28 days of a written demand from the Council to that effect to pay the actual commuted sum payment (adjusted by the deduction of the payment of the estimated commuted sum already made to the Council)

PROVIDED THAT if following the further calculation estimated commuted sum payment exceeds the amount of the actual commuted sum payment then due and an adjusting payment is accordingly payable to the Owner the Council shall make payment of such sum to the Owner within 28 days of the date the further calculation was carried out

2.0 Playing Pitches

- 2.1. prior to the Commencement of Development of Phase 2:
- (i) to agree with the Council details (including the location and extent) of the Playing Pitches and the means of access thereto including whether access from a public highway (and then across the Site) is to be taken and provided from the public highway known as Hospital Lane or whether access is to be taken from the public highway known as Drayton High Road
 - (ii) to submit the Playing Pitches Specification to the Council for approval and not to Commence or allow Commencement of the Development of Phase 2 or any subsequent Phase until the Playing Fields Specification has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)
- 2.2 In the event that access from the public highway (and then across the Site) is to be taken from the said Hospital Lane not to Occupy or allow Occupation of more than three hundred (300) Dwellings on the Development unless and until:
- 2.2.1 it has served upon the Council a notice requesting confirmation by the Council of the Nominated Body for the Playing Pitches and the Council has determined the Nominated Body for the Playing Pitches and notified the Owner in writing of that determination (which notification shall not be unreasonably delayed)
- 2.2.2 in the event that the Management Company is the Nominated Body
- a) the Management Company has been created to the satisfaction of the Council; and
 - b) the memorandum and articles of association together with the form of transfer of the Open Space Land as appropriate to the Management Company has been submitted to the Council for approval and has been approved by the Council prior to the transfer taking place

2.2.3 the Playing Pitches have first been provided laid out and equipped in accordance with the approved Playing Pitches Specification to the written satisfaction of the Council unless otherwise agreed with the Council

2.2.4 the Playing Pitches have been transferred to the Nominated Body in accordance with the reasonable requirements of the Council (which for the avoidance of doubt includes a requirement for the Playing Pitches to be transferred free from all encumbrances restrictions or easements which might affect the use as Playing Pitches or result in additional cost or liability to the Nominated Body not normally associated with the use of the Playing Pitches as appropriate) in consultation with the Nominated Body for a sum not exceeding £1 (one pound) and subject to a restriction on the future use of the Playing Pitches as Formal Recreational Space

2.2.5 the Playing Pitches Maintenance Contribution has been paid to the Council or Nominated Body PROVIDED THAT

(i) the Nominated Body shall not be required to accept the transfer of the Playing Pitches unless they have been provided in strict accordance with the Playing Pitches Specification

(ii) the Playing Pitches Maintenance Contribution shall not be payable in respect of the Playing Pitches where the Nominated Body is the Management Company

2.3 In the event that access from the public highway (and then across the Site) is to be taken from the said Drayton High Road not to Occupy or allow Occupation of more than fifty (50) Dwellings on Phase 4 of the Development unless and until the provisions of sub paragraphs 2.2.1 – 2.2.5 above (inclusive) have been complied with (and which sub paragraphs for the avoidance of any doubt therefore shall apply whether access is taken from the said Hospital Lane or from the said Drayton High Road)

- 2.4 Upon provision of the Playing Pitches in accordance with the requirements of paragraph 2.2.3 to thereafter maintain the Playing Pitches Unencumbered immediately following provision in strict accordance with the Playing Pitches Specification to a standard suitable for use by members of the public as approved by the Council until such time as the whole of the Playing Pitches have been transferred in accordance with the provisions contained herein

3.0 Allotments

- 3.1 not to Commence or allow Commencement of any Dwelling in any Phase unless and until details (including the location and extent) of the Allotments Unencumbered in that Phase has been agreed with the Council and the Allotments Specification for that Phase has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld)
- 3.2 not to Occupy or allow Occupation of more than sixty per cent (60%) of the Dwellings in any Phase unless and until the Allotments as appropriate to that Phase have first been provided laid out and equipped in accordance with the approved Allotments Specification for that Phase to the written satisfaction of the Council unless otherwise agreed with the Council
- 3.3. to thereafter maintain the Allotments within that Phase immediately following provision in strict accordance with the Allotments Specification applicable to that Phase and to a standard suitable for use by members of the public as approved by the Council until such time as the whole of

the Allotments appropriate to that Phase have been transferred in accordance with the provisions contained herein

- 3.4. not to Occupy or allow Occupation of any Dwelling comprised in any Phase unless and until it has served upon the Council a notice requesting confirmation by the Council of the Nominated Body for that Phase and the Council has determined the Nominated Body for that Phase and notified the Owner in writing of that determination (which notification shall not be unreasonably delayed)
- 3.5. In the event that the Management Company is the Nominated Body for any Phase not to Occupy or allow Occupation of any Dwelling in that Phase unless and until:
 - a) the Management Company has been created to the satisfaction of the Council; and
 - b) the memorandum and articles of association together with the form of transfer of the Allotments as appropriate to the Management Company has been submitted to the Council for approval and has been approved by the Council prior to the transfer taking place
- 3.6. Not to Occupy or allow Occupation of more than sixty per cent (60%) of the Dwellings in any Phase (unless otherwise agreed with the Council) unless and until:
 - a) the Allotments as appropriate for that Phase have been transferred to the Nominated Body in accordance with the reasonable requirements of the Council (which for the avoidance of doubt includes a requirement for the Allotments as appropriate for that Phase to be transferred free from all encumbrances restrictions or easements which might affect their use as Allotments or result in additional cost or liability to the Nominated Body not normally associated with their use as Allotments) in consultation with the Nominated Body for a sum not exceeding £1 (one pound) and subject to a restriction on the future use of the

Allotments for the purposes of allotment PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Allotments in any Phase unless they have been provided in strict accordance with the Allotments Specification

- 3.7. to provide the Allotments on the Site calculated in accordance with the requirements of the SPD and in the event of any shortfall of on-site Allotment provision, to provide the balance of any such shortfall either
- (i) by off-site provision in agreement with the Council or
 - (ii) by the payment to the Council of a commuted sum (calculated in accordance with the payable to be used to secure off-site provision of Allotments or
 - (iii) via a combination of off-site provision and a commuted sum payment

(for the avoidance of any doubt if payment of any commuted sum payment is made to the Council the Council in its absolute discretion may utilise the sum itself or pass it on to the appropriate Nominated Body once such determination has been made in accordance with the provisions of paragraph 3.4 above)

- 3.8 To pay any commuted sum payment to the Council in accordance with the following arrangements (PROVIDED THAT and for the avoidance of any doubt these arrangements will only apply in the event that any shortfall in the provision of on site Open Space Land has not been entirely provided by off site provision in accordance with the provisions of paragraph 3.7 (i) above and that a commuted sum accordingly becomes payable in accordance with the provisions of either paragraph 3.7(ii) above or paragraph 3.7(iii) above):

- (i) Prior to the Commencement of Development of Phase 4 (or the Commencement of Development on land to the west of Drayton High Road (if that be different) to submit to the Council for its written approval a calculation ("the calculation") showing full details

(in terms of numbers of bedrooms) of the actual and projected number of dwellings (both Affordable Dwellings and Open Market Dwellings) built or projected to be built on the Site consequent upon the Development at the date of the calculation (thereby enabling a commuted sum payment to be calculated at that date by the Council in accordance with the SPD – “the estimated commuted sum payment”)

- (ii) Upon approval by the Council of the calculation and within 28 days of a written demand from the Council to that effect to pay 75% of the estimated commuted sum payment to the Council
- (iii) Prior to the Commencement of Development of the last Phase to be developed to submit to the Council for its written approval a calculation (“the further calculation”) showing full details (in terms of numbers of bedrooms) of the actual and projected number of dwellings (both Affordable Dwellings and Open Market Dwellings) built or projected to be built on the Site consequent upon the Development at the date of the further calculation (thereby enabling a revised commuted sum payment to be calculated at that date by the Council in accordance with the SPD – “the actual commuted sum payment”)
- (iv) Upon approval by the Council of the further calculation and within 28 days of a written demand from the Council to that effect to pay the actual commuted sum payment (adjusted by the deduction of the payment of the estimated commuted sum already made to the Council)

PROVIDED THAT if following the further calculation estimated commuted sum payment exceeds the amount of the actual commuted sum payment then due and an adjusting payment is accordingly payable to the Owner the Council shall make payment of such sum to the Owner within 28 days of the date the further calculation was carried out

FOURTH SCHEDULE

Woodland Areas

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Management Company"	Means a company to be set up for the purposes of managing and maintaining the Woodland Areas
"Nominated Body"	Means one of the following as determined by the Council: a) the Council b) Hellesdon Parish Council c) such other body as the Council may elect as being responsible for maintenance of the Woodland Areas d) the Management Company
"Unencumbered"	Means free from all adverse rights, easements (other than easements related to sustainable drainage systems), restrictions or other encumbrances which would interfere with the use by the general public of the Woodland Area for recreational amenity
"Woodland Areas"	Means those areas shown for identification purposes as such on

	the Masterplan (and "Woodland Area" shall be construed accordingly)
"Woodland Maintenance Contribution"	Means a sum not exceeding £150,000 Index Linked to be used towards the future maintenance of the Woodland Areas
"Woodland Management Plan"	Means a plan (based on and utilising the Master Plan) to be approved by the Council for the preservation restoration management and future maintenance of the Woodland Areas within each Phase of the Development such plan to include a schedule of works and timetable for implementation and a method for calculating the apportioned element of the Woodland Maintenance Contribution attributable to that Phase

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence or allow Commencement of any Phase until the Woodland Management Plan applicable to that Phase has been submitted to and approved by the Council such approval not to be unreasonably withheld or delayed
- 1.2 Unless otherwise previously approved by the Council in writing not to Occupy or allow Occupation of more than forty percent (40%) of the Dwellings in any Phase unless and until all works to the Woodland Areas as appropriate to that Phase have first been carried out and completed in accordance with the approved Woodland Management Plan for that Phase to the written satisfaction of the

Council

- 1.3 To thereafter maintain the Woodland Areas Unencumbered within that Phase immediately following provision in strict accordance with the Woodland Management Plan applicable to that Phase until such time as the whole of the Woodland Area as appropriate to that Phase has been transferred in accordance with the provisions contained herein
- 1.4 Not to Occupy or allow Occupation of any Dwelling comprised in any Phase unless and until it has served upon the Council a notice requesting confirmation by the Council of the Nominated Body for that Phase and the Council has determined the Nominated Body for that Phase and notified the Owner in writing of that determination (which notification shall not be unreasonably delayed)
- 1.5 In the event that the Management Company is the Nominated Body for any Phase not to Occupy or allow Occupation of any Dwelling in that Phase unless and until:
 - a) the Management Company has been created to the satisfaction of the Council; and
 - b) the memorandum and articles of association together with the form of transfer of the Woodland Areas to the Management Company has been submitted to the Council for approval and has been approved by the Council prior to the transfer taking place
- 1.6 Unless otherwise previously approved by the Council in writing not to Occupy or allow Occupation of more than eighty per cent (80%) of the Dwellings comprised in any Phase unless and until:
 - a) the Woodland Area as appropriate for that Phase has been transferred to the Nominated Body in accordance with the reasonable requirements of the Council (which for the avoidance of doubt includes a requirement for the Woodland Area appropriate for that Phase to be transferred free from all

encumbrances restrictions or easements which might affect the use of the Woodland Area for public amenity or result in additional cost or liability to the Council not normally associated with the use of the Woodland Area) for a sum not exceeding £1 (one pound) and subject to a restriction on the future use of the Woodland Area for amenity purposes by the general public and

- b) the Woodland Maintenance Contribution for that Phase has been paid to the Council or Nominated Body PROVIDED THAT
 - (i) the Nominated Body shall not be required to accept the transfer of the Woodland Areas in any Phase unless it has been provided in strict accordance with the Woodland Management Plan
 - (ii) the Woodland Maintenance Contribution nor the Playgrounds Maintenance Contribution shall not be payable in respect of the Woodland Areas in any Phase where the Nominated Body is the Management Company

FIFTH SCHEDULE

Community Land

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Community Land"	Land for use in Class D1/D2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) to be provided on the Open Space Land to include a building ("the Community Building") of a total of 420 sqm GIA for D1/D2 use and a car park for up to 50 parking spaces (of 1400 sqm) which shall be edged in timber kerbing with a hardcore base and gravel finish .The Community Building shall be delivered to First Fix
"Community Land Commuted Sum"	The sum of £280,000 Index Linked payable by the Owner to the Council either a) to enable the Council to complete the construction of the Community Building and car park on the Community Land if it elects to take a transfer of the Community Land

	or b) in lieu of providing and completing the construction of the Community Building and car park on the Community Land and payable in the event that the Council elects not to take a transfer of the Community Land in the circumstances set out in paragraph 1.5 below such sum to be payable by the Owner at the date of the Council's election in accordance with the provisions of paragraph 1.5 below
"Community Land Specification"	A scheme including plans drawings and external specifications showing (but not limited to) the layout and detailed design of the Community Land (including the Community Building and car park to be provided within it) with details of the proposed access arrangements

The Owner hereby covenants with the Council as follows:

1.1 Prior to Commencement of Development of Phase 4 as shown on the Phasing Plan the Owner shall identify and inform the Council of the precise location of a Serviced Site and access thereto for the Community Land (the costs of which will be borne by the Owner) which shall be agreed in

consultation with the Council

1.2 The Owner shall set aside the area identified in paragraph 1.1 of this Schedule and shall not develop on it for a period of five years (5 years) from Commencement of Development of Phase 4 and if the Council by no later than the expiry of that 5 year period shall fail to require in writing either the transfer to it of the Community Land or the payment of the Community Land Commuted Sum the Owner shall be released from all obligations relating to the land identified in paragraph 1.1 of this Schedule PROVIDED THAT (and for the avoidance of any doubt) in either of such circumstances the Community Land shall be made available for use as public open space and be dealt with in accordance with the provisions of the Third Schedule to this Agreement

1.3 . In the event that the Council elects to take a transfer of the Community Land in accordance with the provisions of paragraph 1.2 above:

- (i) the Owner will within 6 months thereafter submit the Community Land Specification to the Council for approval (such approval not to be unreasonably withheld)
- (ii) the Owner shall submit a Reserved Matters application within 2 months of the approval by the Council of the Community Land Specification (and for the avoidance of any doubt it is agreed by the parties to this Deed that the costs of preparing such detailed design and layout and of making any relevant applications shall be met in their entirety by the Owner)

1.4 Consequent upon the approval of any such Reserved Matters application, the Owner will:

- a). provide Services to the Community Building on the Community Land before 6 months following commencement of the Phase in which the Community Land is located the costs thereof being met by the Owner
- b). within a further 18 months (or such longer period as may be agreed between the Council and the Owner both acting reasonably) transfer the Community Land (as a Serviced Site) to the Council with a Community

Building constructed to First Fix level and car park constructed thereon (also at the cost of the Owner) in general accordance with the description set out in the Definition of "Community Land" above and in detailed compliance with the provisions and requirements of Community Land Specification

1.5 As an alternative to requiring a transfer of the Community Land in accordance with the provisions of paragraph 1.2 above, the Council may instead (and within the same 5 year period referred to in paragraph 1.2 above) elect for the Owner to pay the Community Land Commuted Sum and in such circumstances the Owner will pay the Community Land Commuted Sum to the Council within 2 weeks of the Council making such election (and for the avoidance of any future doubt it is hereby accordingly agreed and confirmed by the parties to this Deed that notwithstanding:

(i) the fact that the Community Land is included within the Definition of Formal Recreational Space in the Third Schedule above and

(ii) the Definition of Open Space Land in the Third Schedule above and

(iii) the provisions of paragraph 1.7 of the Third Schedule above

the combined provisions of paragraphs 1.2 and 1.5 above are to the effect that the Council may either elect to take a transfer of the Community Land or take the Community Land Commuted Sum in lieu and that there is no provision in this Deed requiring or authorising the provision of the Community Land off site

1.6 It is hereby agreed between the Parties that:

(i) in the event that the Council elects to take a transfer of the Community Land in accordance with the provisions of paragraphs 1.2, 1.3 and 1.4 above or

(ii) elects take a payment of the Community Land Commuted Sum in accordance with the provisions of paragraphs 1.5 above

then in either eventuality the Affordable Housing Provision shall be reduced by eight (8) Affordable Dwellings to fund the provision and construction of the Community Building and car park on the Community Land or to meet the cost of paying the Community Land Commuted Sum

SIXTH SCHEDULE

Alternative Golfing Provision

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Contract"	The contract (or any variation thereof) entered into between the Owner and the late John Granger Brown and the Developer for the sale of the Site
"Weston Park"	The Site of the Weston Park Golf Club, Weston Longville, Norfolk shown edged red on the plan attached to Schedule 1 of this Deed and which is the subject of an application to develop in accordance in accordance with the plans and particulars submitted to the Council and allocated reference 20151771

The Developer hereby covenants with the Council as follows:

1.1 Prior to the Commencement of Development, the Developer shall purchase Weston Park (shown for the purposes of identification outlined in red on attached plan marked "Weston Park") and transfer the same to the

trustees of the Royal Norwich Golf Club or Royal Norwich Golf Club Limited.

1.2 The Owner and the Developer agree that no more than seven hundred and fifty Dwellings shall be Occupied until such times as the works permitted by Planning Permission 20151771 or such other works as may subsequently be approved at Weston Park Golf Club have been completed PROVIDED THAT this provision shall be of no effect and the Owner and the Developer shall be released from this obligation from the date of the final payment by the Developer to the Owner under the terms of the Contract

Council Covenants with the Owner**1. MISCELLANEOUS**

- 1.1 To hold any sums it receives pursuant to the obligations set out in this Deed in an interest bearing account.
- 1.2 To apply any financial contributions paid together with any interest accrued under this Deed wholly and exclusively for the purposes for which the contributions were paid.
- 1.3 To repay with any interest accrued to the Owner such amount of any sums that it receives which have not been committed (by way of expenditure of the monies or by way of contract) within five years of the date of receipt by the Council of such payment or where payments are made in instalments within five years of receipt of the final instalment.

EIGHTH SCHEDULE

The Owner's Covenants with the County Council – Primary School Site

The Owner hereby covenants with the County Council as follows:

1. PRIMARY SCHOOL SITE
 - 1.1 Prior to Commencement of Development of Phase 2 the Owner shall agree with the County Council
 - (a) the precise location both of a Serviced Site and of the means of access thereto for a primary school ("the Primary School Site") on the land to the west of Drayton High Road (shown as Phases 4, 5 and 6 on the Phasing Plan) such site to be two hectares (2.00 ha) in area the Primary School Site being divided into two separate parts one of one point two four hectares (1.24 ha) in area ("the First Primary School Site") and the other of point seven six hectares (0.76 ha) in area ("the Second Primary School Site")
 - 1.2 The Owner shall set aside the Primary School Site and shall not develop on it for a period of five years (5 years) from any Commencement of Development of land to the west of Drayton High Road (shown as Phases 4, 5 and 6 on the Phasing Plan)
 - 1.3 In the event that the County Council by no later than the expiry of the 5 year period referred to in paragraph 1.2 elects in writing to require a transfer to it of the First Primary School Site the Owner shall either prior to the Commencement of Development of Phase 2 (if the County Council has made an election under this paragraph 1.3 by that time) or otherwise within 4 weeks of the County Council making such an election notify the County Council in writing whether Services to the First Primary School Site are to be taken and provided from the public highway known as Hospital Lane or whether Services to the First Primary School Site are to be taken and provided from the public highway known as Drayton High Road

1.4 In the event that the Services to the First Primary School Site are to be taken and provided from the said Hospital Lane then prior to the Occupation of the three hundredth (300th) Dwelling on the Development (if the County Council has made an election under paragraph 1.3 above by that time) or otherwise within 6 months of the County Council making such an election the Owner shall:

- (i) subject to the grant of any required planning permission construct an access to the boundary of the First Primary School Site to base course level and Install Services to the boundary of the First Primary School Site in accordance with the requirements of the County Council and in accordance with the provisions of this Deed
- (ii) transfer the First Primary School Site to the County Council for the nominal sum of one pound (£1)

1.5 In the event that the Services to the First Primary School Site are to be taken and provided from the said Drayton High Road then prior to the Occupation of the fiftieth (50th) Dwelling on Phase 4 of the Development (if the County Council has made an election under paragraph 1.3 above by that time) or otherwise within 6 months of the County Council making such an election the Owner shall unless otherwise agreed:

- (i) subject to the grant of any required planning permission construct an access to the boundary of the First Primary School Site to base course level and Install Services to the boundary of the First Primary School Site in accordance with the requirements of the County Council and in accordance with the provisions of this Deed
- (ii) transfer the First Primary School Site to the County Council for the nominal sum of one pound (£1)

1.6 In the event that the County Council by no later than the expiry of the 5

year period referred to in paragraph 1.2 elects in writing to require a transfer to it of the Second Primary School Site then either prior to the the Occupation of the three hundredth (300th) Dwelling on the Development or prior to the Occupation of the fiftieth (50th) Dwelling on Phase 4 of the Development (dependent upon whether services to the First Primary School Site are to be taken or have been taken from Hospital Lane or from Drayton High Road) the Owner shall transfer the Second Primary School Site to the County Council at the then prevailing market value of the Second Primary School Site for residential purposes

- 1.7 If the County Council by no later than the expiry of the 5 year period referred to in paragraph 1.2 above shall fail to require in writing the transfer to it of the First Primary School Site the Owner shall be released from all obligations relating to the First Primary School Site and shall be free to develop it in any manner for which planning permission is obtained
- 1.8 If the County Council by no later than the expiry of the 5 year period referred to in paragraph 1.2 above shall fail to require in writing the transfer to it of the Second Primary School Site the Owner shall be released from all obligations relating to the Second Primary School Site and shall be free to develop it in any manner for which planning permission is obtained

NINTH SCHEDULE

Residential Travel Plan

In this Schedule (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

"Approved Residential Travel Plan"	Means the Travel Plan in respect of those parts of the Development that are to be developed for residential purposes submitted to the County Council by the Owner in accordance with the conditions of the Planning Permission and approved by the County Council in writing
"Residential Bond Sum"	Means the sum of £500 per Dwelling being the cost of implementation of and compliance with the Approved Residential Travel Plan such sum to be Index Linked
"Residential Travel Plan"	Means a framework of options/measures to enable and encourage people to travel more sustainably and reduce the need to travel altogether being site and people specific and comprising a range of "hard" (built) and "soft" (behavioural change) measures to mitigate the traffic effects of the Development on the road network in accordance with the Travel Plan Guidance
"Residential Travel Plan Bond"	Means a bond in the form annexed at the Eleventh Schedule
"Residential Travel Plan Contribution"	Means the sum of £500 per Dwelling towards the implementation of the Residential Travel Plan for the Development such sum to be Index Linked and to be

paid in accordance with the provisions of paragraph 1.1 below

“Residential Travel Plan Update” Means a Mode of Travel Survey prepared in consultation with the County Council detailing how the Approved Residential Travel Plan has operated during the relevant period and its effectiveness

“Travel Plan Guidance” means the County Council document “Guidance Notes for the Submission of Travel Plans” and such other guidance as the County Council may direct

1. Residential Travel Plan

The Owner hereby covenants with the County Council as follows:

1.1 to pay the Residential Travel Plan Contribution to the County Council towards the production, approval and on-going review of a Residential Travel Plan for the Development as follows;

1.1.1 the sum of £50,000 Index Linked prior to the Commencement of Development

1.1.2 the sum of £50,000 Index Linked prior to the Commencement of Development of each tranche of 100 Dwellings (starting with the 100th Dwelling and ending with the 700th Dwellings thus amounting to 7 such payments in all)

1.1.3 the sum of £50,000 Index Linked prior to the Commencement of Development of the 800th Dwelling

OR

1.2 not to Commence or allow Commencement of the Development unless and until a Residential Travel Plan has been submitted to the County Council for approval as an Approved Residential Travel Plan in accordance with the Planning Permission and thereafter to monitor and review the Approved

Residential Travel Plan and submit a Residential Travel Plan Update to the County Council on the 12 (twelve) month anniversary after the date of first Occupation of the Development and on subsequent anniversaries or such other date as may be agreed with the County Council such monitoring to continue each year until the second anniversary of final Occupation of the Development; and

1.3 If the Owner proceeds under paragraph 1.2 above it will not allow first Occupation of any Dwelling unless and until it has complied with paragraphs 1.3 (a) or 1.3 (b) below as follows:

(a) obtained and provided to the County Council the Residential Travel Plan Bond with a Surety approved by the County Council for the Residential Bond Sum ("the Approved Residential Travel Plan Bond");

OR

(b) deposited the Residential Bond Sum with the County Council ("the Residential Travel Plan Deposit")

AND

1.4 In the event that the Owner fails in the reasonable opinion of the County Council to perform the obligations and deliver the requirements of the Approved Residential Travel Plan the County Council shall serve notice on the Owner confirming the actions required by the Owner to comply with the obligations contained in this Deed ("the Residential Performance Notice"); and

1.5 If after a period of 28 days the Owner has failed in the reasonable opinion of the County Council to comply with the Residential Performance Notice the County Council may call in the Approved Residential Travel Plan Bond or utilise the Residential Travel Plan Deposit as the case may be and carry out the requirements of the Approved Residential Travel Plan without further recourse to the Owner.

TENTH SCHEDULE

County Council's Covenants with the Owner

RESIDENTIAL TRAVEL PLAN

1. Subject to the Owner complying with the Approved Residential Travel Plan the County Council on the first anniversary of first Occupation will reduce the Residential Bond Sum by an amount proportionate to the number of Dwellings Occupied at that time and thereafter by a further proportionate amount on a yearly basis
2. On reduction of the Residential Bond Sum in accordance with 1 above, the County Council shall within 28 days return such reduced amount of the Residential Travel Plan Deposit (if applicable) to the Owner, or confirm in writing to the Surety that such proportion of the Approved Residential Travel Plan Bond is released.
3. In the event the Owner has opted to make a payment to the County Council of the Residential Travel Plan Contribution the County Council covenants with the Owner to hold the Residential Travel Plan Contribution in an interest bearing account and to apply it and any interest accrued upon it to the provision, implementation and on-going review of a Residential Travel Plan for the Development
4. The County Council covenants with the Owner to hold the Residential Travel Plan Contribution in an interest bearing account and to apply it and any interest accrued upon it to the provision, implementation and on-going review of a Residential Travel Plan for the Development

ELEVENTH SCHEDULE

Residential Travel Plan Bond

RESIDENTIAL TRAVEL PLAN BOND

In this BOND OF SURETY the following persons are named:-

The Developer is

Whose registered office is situate at

The Surety is whose registered office is

The County Council is THE NORFOLK COUNTY COUNCIL of County Hall
Martineau Lane Norwich Norfolk

BY THIS BOND the Developer and the Surety are held and firmly bound to the County Council in the sum of (£) to be paid to the County Council for which payment we jointly and severally bind ourselves and our successors and assigns by these presents

SEALED WITH OUR SEALS this day of 20

WHEREAS by an Agreement dated and made between the County Council and the Developer the Developer undertook in accordance with Clause..... of the said Agreement to enter into a bond with an Assurance Company guarantee society bank or like body in favour of the County Council of the sum of £

AND WHEREAS the Surety at the request of the Developer and with the approval of the County Council has agreed to become the surety for the Developer and will pay to the County Council the Bond Sum upon demand

NOW THE CONDITIONS of the above written Bond are such that if the Developer shall duly perform and observe all the terms provisions conditions and stipulations of the said Agreement on the Developers part to be performed and observed or if on default by the Developer the Surety shall satisfy and discharge the damages sustained by the County Council (including without prejudice to the generality thereof any costs actually

incurred by the County Council pursuant to the said Agreement) thereby up to the amount of this Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in the terms of the said Agreement made by agreement between the County Council and the Developer or in the extent or nature of the works to be performed there under and no allowance of time by or on behalf of the County Council under the said Agreement nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Agreement on the part of the County Council shall in any way release the Surety from any liability under this Bond

AND IT IS AGREED THAT subject to the Developer performing the obligations and delivering the requirements of the Approved Residential Travel Plan (as defined in the Agreement) upon receipt of written confirmation from the County Council (such confirmation not to be unreasonably withheld or delayed) this Bond may be reduced by an amount proportionate to the number of Dwellings then Occupied and thereafter upon receipt of the County Council's written confirmation on each subsequent anniversary of the first occupation by a further proportionate amount taking into account the number of Dwellings then Occupied

NO PARTY who is not a party to this Bond shall be entitled to enforce any of its terms for his own benefit and the application of the Contracts (Rights of Third Parties) Act 1999 to the terms of this Bond are hereby expressly excluded

THE COMMON SEAL of

the Developer was hereunto affixed in the presence of:-

DIRECTOR

SECRETARY

SIGNED as a Deed by

the Surety acting by:-

AUTHORISED SEALING OFFICER



Recreational Provision in Residential Development Supplementary Planning Document (SPD)

April (2016)

Preface

The Recreational Provision in Residential Development Supplementary Planning Document (SPD) has been produced in accordance with the Regulations of the Town and Country Planning, (Local Planning) (England) Regulations 2012.

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1. Introduction

- 1.1 The purpose of this document is to provide guidance on how the requirements set out within Policies EN1 Biodiversity and Habitats, EN3 Green Infrastructure and RL1 Provision of Formal Recreation Space, of the Development Management DPD (DMDPD) will be applied in practice. It will enable landowners, developers and applicants to calculate the requirements for making provision for recreational space in new developments. This will assist them in assessing development capacity and the value of land and in making planning applications.
- 1.2 The District Council considers that new residential developments generate a requirement to protect and enhance biodiversity as well as provide green infrastructure (including contributing towards a well-managed network of habitats, informal recreation and allotments) and formal recreational space (including formal recreation and children's play space). Provision to the required standards is necessary to mitigate the impacts associated with the additional population arising from a particular development and to encourage healthy lifestyles.
- 1.3 Green areas within recreational space provide many functions which are not necessarily mutually exclusive. The shared use of space which is designed to fulfil a variety of functions simultaneously will be encouraged, provided the use of any area is not compromised. For example, where appropriate, formal recreation may be incorporated within an area of green infrastructure provided the uses are compatible and the constraints of the site allow. Such an approach will help to ensure the efficient use of land and keep the overall area required to a minimum. The recreational areas may also be appropriate places to include public art, such as sculptures or art activities, to enhance the enjoyment of these areas.

Policy Background

- 1.4 In terms of national planning policy, the National Planning Policy Framework (NPPF), states in paragraph 153 that Supplementary Planning Documents (SPDs) 'should be used where they can help applicants [to] make successful applications or aid infrastructure delivery'. Paragraphs 69-78 of the NPPF set out the Government's view on promoting healthy communities.
- 1.5 Strategically, the Joint Core Strategy (JCS) for Broadland, Norwich and South Norfolk (adopted 2011, 2014), seeks to manage and enhance the environment, minimising contributors to climate change and encouraging the development of healthy and active lifestyles. Of particular relevance, Policy 1 protects environmental assets through the promotion of a green infrastructure network. In order to achieve this, Policy 20: Implementation, sets out that provision will be achieved

through contributions towards strategic infrastructure, including future maintenance.

- 1.6 As per the Community Infrastructure Levy (CIL) Regulation 123 list, strategic green infrastructure will be funded through CIL. This strategic green infrastructure will include some of the priorities identified in the Greater Norwich Green Infrastructure Study, the Greater Norwich Green Infrastructure Delivery Plan, and the Greater Norwich Infrastructure Plan (GNIP). Policies EN3 Green Infrastructure and RL1 Provision of Formal Recreation Space, of the DMDPD require specific infrastructure necessary to make a development acceptable in planning terms.
- 1.7 Meanwhile green infrastructure required to mitigate the specific impacts arising from a particular development will be provided or funded through s106 agreements or other means. The recreational provision will be provided on-site by a developer, or if the provision is off-site, then an s106 or other legal agreement will be necessary.

2. Standards

- 2.1 Formal recreational provision is required under Policy RL1 of the DMDPD. The requirement is based on maintaining the average recreational provision in the district.
- 2.2 Similarly, informal recreation is required under Policy EN3, also based on maintaining the average provision in the district. Such informal provision also relates to the requirement for adequate green infrastructure to be provided.
- 2.3 The Habitat Regulations Assessments undertaken for the Joint Core Strategy, the Site Allocations DPD and the DMDPD conclude that any impact upon the Natura 2000 (N2K) sites is considered unlikely. However, because the possibility of any potential impact cannot be ruled out entirely, green infrastructure is required in order to mitigate the impacts of development.
- 2.4 The JCS establishes this principle and states that the delivery of green infrastructure will be taken forward through subsidiary documents. Policies EN1 and EN3 of the DMDPD therefore seek to expand upon JCS Policy 1.
- 2.5 Policy EN1 of the DMDPD requires development proposals to protect and enhance biodiversity and habitats. It states that measures should be incorporated to ensure that any adverse impacts arising are adequately mitigated.
- 2.6 The 2.02 ha per 1000 population standard set out in Policy RL1 requires 20.2 m² of formal recreation space for every person. Under the terms of the policy this 20.2 m² is nominally broken down into two elements: 3.4 m² children's playing space and 16.8 m² for sports provision. However, this requirement will be applied flexibly.
- 2.7 The 4 ha per 1000 population standard in respect of informal recreational provision requires 40 m² for every person as set out in Policy EN3. Policy EN3 also sets out the 0.16 ha per 1000 population standard in respect of allotments which equates to 1.6 m² for every person.
- 2.8 In applying these standards the council has assumed the following average occupancy rates.

Table 1 – Assumption for average occupancy rates

Number of bedrooms	Number of persons
1 bed	1.5
2 bed	2
3 bed	2.5
4 bed	3
5 bed + dwelling	3.5

- 2.9 In accordance with the Council's policy the occupancy rates set out above will give rise to the following requirement for formal recreational provision.

Table 2 – Formal recreation provision requirements

Number of bedrooms	Children's play spaces m ²				Sports facilities m ²		Total m ²
	NEAP activity zone	NEAP buffer zone	LEAP activity zone	LEAP buffer zone	Sports pitch / court	Sports runoff	
1 bed	0.3	2.4	0.6	1.8	17.1	8.1	30.3
2 bed	0.4	3.2	0.8	2.4	22.8	10.8	40.4
3 bed	0.5	4.0	1.0	3.0	28.5	13.5	50.5
4 bed	0.6	4.8	1.2	3.6	34.2	16.2	60.6
5 bed + dwelling	0.7	5.6	1.4	4.2	39.9	18.9	70.7

- 2.10 In accordance with the Council's policy the occupancy rates set out above will give rise to the following land requirement for informal recreational provision and allotments:

Table 3 – Informal recreation & allotment provision requirements

Number of bedrooms	Informal recreation m ²	Allotments m ²	Total m ²
1 bed	60	2.4	62.4
2 bed	80	3.2	83.2
3 bed	100	4	104
4 bed	120	4.8	124.8
5 bed + dwelling	140	5.6	145.6

3 Meeting the requirements

Informal recreational space

- 3.1 Policy EN3 of the DMDPD requires 4 ha of informal recreation per 1,000 population and 0.16 ha of allotments. The requirement will be applied flexibly depending upon the circumstances. For example, in some circumstances, such as on small residential developments, it may be more beneficial to formalise and/or enhance public access and/or achieve a qualitative improvement of existing areas rather than provide the requisite area of land. In addition, where there is not a defined need for allotments locally this requirement may be forsaken. To meet the aims of Policies EN1 and EN3, the emphasis is very much upon achieving Suitable Alternative Natural Greenspace (SANG) sufficient to mitigate the potential recreational impacts of visitor pressure upon N2K sites.
- 3.2 Informal open space areas created will need to be to a sufficiently high standard and quality to provide a viable alternative to visiting N2K sites or contribute to the provision of a viable alternative as part of a wider green infrastructure network. Regard should be had to the Green Infrastructure Study and Green Infrastructure Delivery Plan underpinning the JCS. This may include some of the priorities identified in the Greater Norwich Green Infrastructure Study, the Greater Norwich Green Infrastructure Delivery Plan (GIDP) and the Greater Norwich Infrastructure Plan (GNIP). Regard should also be had to priorities identified within the emerging Norfolk Green Infrastructure Strategy.
- 3.3 Where appropriate the green infrastructure requirement might act as a buffer surrounding a formal recreation activity zone provided that the site constraints allow and the use of any area is not compromised in any way.

Formal recreational space

- 3.4 Policy RL1 sets out the requirement of 2.02 ha per 1,000 population of formal recreational space for developments consisting of 5 dwellings or more. Nominally, this should comprise at least 1.68 ha of sports provision and at least 0.34 ha of childrens play space per 1,000 population. However, this requirement will be applied flexibly taking into account the local circumstances. For example, in some cases it may be appropriate to provide the childrens play space requirement on-site and the remainder of the formal recreation requirement off-site. There may be situations arising where it is more beneficial to facilitate a qualitative improvement to existing facilities rather than provide a quantitative improvement. In other cases there may be a deficiency in a particular type of provision, e.g. play space for older children/teenagers and adequate provision of other formal recreation. In these circumstances

the total amount of provision would be secured to help address the identified deficiency.

- 3.5 In considering the type of provision, the Council will apply the standards flexibly, having regard to the PPG17 Open Spaces Indoor Sports and Community Recreation Assessment undertaken by Strategic Leisure Limited in September 2007, along with any updated information related to this such as the Greater Norwich Indoor Sports Facilities Strategy and the Playing Pitch Strategy & Action Plan for Greater Norwich, and the Council's up to date information on current and proposed facilities.

Provision

- 3.6 Indicative thresholds for provision are set out in Table 4. The on-site provision for each type of open space will clearly be based upon whether the population arising from a development will generate a sufficient area for a particular type of open space to be provided on site and whether the site characteristics allow.

Table 4 – Indicative thresholds for provision

No. of dwellings	Informal open space	Allotments	Formal
5 - 24	Off-site	Off-site	Off-site
25 - 149	Off-site	Off-site	Childrens play space on-site, remainder off-site
150 - 399	On-site	Off-site	Childrens play space on-site, remainder on/off-site
400 - 999	On-site	On-site	Childrens play space on-site, remainder on/off-site
1,000+	On-site	On-site	On-site where characteristics allow

- 3.7 Typically in the case of smaller developments, all of the recreation requirements are generally more likely to be commuted off-site. However, it is important to ensure the accessibility of childrens play space. It is considered likely that the minimum number of dwellings that could facilitate a LEAP on-site is approximately 25. However, there may be specific circumstances, e.g. where there is a demonstrable need, where a lesser number of dwellings may justify the on-site provision of childrens play space.

- 3.8 The design, construction and installation of facilities should be done to an appropriate professional recognised standard e.g. Fields in Trust (FIT).
- 3.9 Where on-site provision is to be made a developer will be expected to enter a legal agreement that secures the appropriate provision (land, equipment and maintenance). In order to ensure any deficiencies are resolved before being adopted by the Council or another appointee, the recreation provision will normally be required to have been established and maintained for a period of at least one calendar year at the expense of the developer prior to handover, and be at an appropriate standard at handover.
- 3.10 There may be some instances where it is not practicable to meet the requirements on-site due to site characteristics or the scale of development. In such circumstances a developer may be able to meet the policy by way of a commuted payment in lieu of on-site provision. Commuted payments are based on the cost of purchasing land, establishing and equipping the provision as well as ongoing maintenance of the facility for a 10 year period.
- 3.11 It is considered that the acquisition of land for recreational use will generate a requirement for recreational land value. However in order to apply a "Threshold Land Value" (TLV), the value at which a landowner would willingly sell, the Council is assuming 4x agricultural value (which equals £100,000 per hectare). This value is above recreational land use value to incentivise a landowner to sell their land where they would only usually be able to receive agricultural land value (£25,000 per hectare). The land cost is an assumption. If a developer can provide a suitable alternative site at a lower cost, this could be considered in order to meet the requirements.
- 3.12 This cost of £100,000 per hectare can be calculated per dwelling by dividing the TLV by 10,000 to convert it to a value per square metre, and multiplying it by the recreation land requirements in square metres per dwelling shown in Tables 2 and 3. The resulting land cost per dwelling is shown in Table 5 below.

Table 5 – Cost per dwelling for land

Number of bedrooms	Recreation costs for land								Total (£)
	NEAP activity zone	NEAP buffer zone	LEAP activity zone	LEAP buffer zone	Sports pitch / court	Sports runoff	Informal	Allotments	
1 bed	£3	£24	£6	£18	£171	£81	£600	£24	£927
2 bed	£4	£32	£8	£24	£228	£108	£800	£32	£1,236
3 bed	£5	£40	£10	£30	£285	£135	£1,000	£40	£1,545
4 bed	£6	£48	£12	£36	£342	£162	£1,200	£48	£1,854
5 bed + dwelling	£7	£56	£14	£42	£399	£189	£1,400	£56	£2,163

3.13 The following paragraphs and figures set out the costs for the equipping of formal and informal recreation areas and allotments.

Table 6 – Cost per dwelling for equipping formal recreation

Equipping formal recreation							
Property	Children's play spaces				Sports facilities		Total
	NEAP activity zone	NEAP buffer zone	LEAP activity zone	LEAP buffer zone	Sports pitch / court	Sports runoff	
1 bed	£17	£7	£59	£6	£263	£25	£377
2 bed	£23	£10	£79	£7	£351	£34	£504
3 bed	£28	£12	£99	£9	£439	£42	£629
4 bed	£34	£15	£118	£11	£527	£50	£755
5 bed + dwelling	£39	£17	£138	£13	£615	£59	£881

Table 7 – Cost per dwelling for equipping Informal recreation & allotments

Equipping informal recreation			
Property	Informal	allotments	Total
1 bed	£429	£15	£444
2 bed	£572	£19	£591
3 bed	£715	£24	£739
4 bed	£858	£29	£887
5+ bed	£1001	£34	£1035

- 3.14 The breakdown and justification for the equipping of formal and informal recreation figures and allotments is set out the Technical Appendix.
- 3.15 Where it is agreed that the District Council or a Parish Council will accept responsibility for new recreational facilities, Policies EN3 and RL1 require a financial contribution to cover the cost of future management and maintenance. The council considers that 10 years is a reasonable time period for a developer to contribute to maintaining an area of recreational open space, before the cost falls to the local community.
- 3.16 The following figures will be applied to the maintenance of formal and informal recreation areas for the 10 year maintenance period:

Table 8 – Cost per dwelling for formal recreation maintenance

Maintaining formal recreation							
Property	Children's play spaces				Sports facilities		Total
	NEAP activity zone	NEAP buffer zone	LEAP activity zone	LEAP buffer zone	Sports pitch / court	Sports runoff	
1 bed	£2	£10	£11	£7	£271	£32	£333
2 bed	£3	£13	£15	£10	£361	£43	£445
3 bed	£4	£16	£19	£12	£451	£53	£555
4 bed	£5	£19	£23	£14	£541	£64	£666
5 bed + dwelling	£6	£22	£27	£17	£632	£75	£779

Table 9 – Cost per dwelling for informal recreation maintenance

Maintaining informal recreation	
Property	Informal
1 bed	£253
2 bed	£338
3 bed	£422
4 bed	£506
5 bed + dwelling	£591

- 3.17 A breakdown and justification for the maintenance of formal and informal recreation is set out in the Technical Appendix. The figures used will be applied according to the dwelling mix proposed on each development. In some cases, recreation space may be provided on-site, and in terms of costing, it may only require the maintenance charge, or a combination of the equipping charge and the maintenance charge. Consequently, the exact cost for a residential development, of the recreation provision will depend on the combination of the cost elements. The costings will be updated in line with inflation in accordance with the Royal Institute of Chartered Surveyors (RICS)

Build Cost Information Service (BCIS): All Construction TPI: All New Construction.

- 3.18 Devolved management may be encouraged in appropriate circumstances for community groups, allotment associations or residents groups to take over the management of an open space facility from a developer. A developer can also transfer responsibility for the maintenance of an open space facility to a private management entity which will be responsible for long term maintenance as well as maintaining public access to the open space facility, provided that the Council is satisfied that the entity is sufficiently well resourced, or will be so, to ensure that the facilities are capable of being managed and maintained to the appropriate standard in perpetuity (which the District Council considers to be for this purpose at least 99 years). Unless the District or Parish/Town Council adopts an open space facility, a management plan must be submitted to and agreed in writing by the District Council to ensure that appropriate maintenance and safety inspections regimes are carried out so the facility remains safe for members of the public to use. The developer will be expected to provide a nominated contact for members of the public to contact in case of queries regarding the site. In order to ensure the appropriate maintenance of recreation sites, the Council will also expect to receive an agreed management plan.
- 3.19 If the Council decides to accept a commuted payment from a developer then this will be calculated and index linked to the date of payment rather than when the permission is given, as there may be several years between them. This will be based upon the Royal Institute of Chartered Surveyors Build Cost Information Service (BCIS): All Construction TPI: All New Construction.
- 3.20 The money collected from the financial contributions in lieu of on-site provision will be ring-fenced according to the terms of the s106 agreement. This money will be spent on quantitative or qualitative recreational provision or green infrastructure.
- 3.21 The Council will monitor green infrastructure and formal recreation provision and potential improvements and work with Parish/Town Councils when considering improvements or new provision of open spaces within their areas.

4 Worked example

- 4.1 For the purpose of this example, it is assumed that all of the recreational provision is commuted off-site. Consequently, the cost of recreational provision will include all of the cost elements, which includes cost of land, the cost for equipping and maintenance of formal recreation, the cost for equipping and maintenance of informal recreation, and the cost for equipping of allotments.
- 4.2 In a development of 100 dwellings, with a dwelling mix of 20 x 2 bed, 50 x 3 bed, 20 x 4 bed and 10 x 5 bed, applying the occupancy assumption (provided in Table 1 of this document) would equate to a development comprising 260 people.
- 4.3 A site for 260 people would require 1.04 hectares of informal open space, 0.042 hectares of allotments and 0.53 hectares of formal provision. Nominally the formal provision would comprise 0.44 hectares of sports provision and 0.09 hectares of childrens play space. These figures can be worked out by applying the requirements set out in Tables 2 and 3 with the occupancy of the site. However, the nature of provision will be negotiated in each case dependent upon circumstances.
- 4.4 The following figures will be applied to the acquisition of land.

Table 10 – Acquisition of land cost for worked example

Cost (£/Ha)	Area (Ha)	Land cost (£)
100,000	1.612	161,200

- 4.5 The following figures will be applied to the equipping of formal recreation areas.

Table 11 – Formal recreation equipping cost for worked example

Property	Sport cost (£)	Play cost (£)	No. properties	Total cost (£)
2-bed	385	119	20	10,080
3-bed	481	148	50	31,450
4-bed	577	178	20	15,100
5-bed+	674	207	10	8,810
Total				65,440

- 4.6 The following figures will be applied to the equipping of informal recreation areas.

Table 12 – Informal recreation equipping cost for worked example

Property	cost (£)	No. properties	Total cost (£)
2-bed	572	20	11,440
3-bed	715	50	35,750
4-bed	858	20	17,160
5-bed+	1001	10	10,010
Total			74,360

4.7 The following figures will be applied to the equipping of allotments.

Table 13 – Allotments equipping cost for worked example

Property	cost (£)	No. properties	Total cost (£)
2-bed	19	20	380
3-bed	24	50	1,200
4-bed	29	20	580
5-bed+	34	10	340
Total			2,500

4.8 The following figures will be applied to the maintenance of formal recreation areas:

Table 14 – Formal recreation maintenance cost for worked example

Property	Sport cost (£)	Play cost (£)	No. properties	Total cost (£)
2-bed	404	41	20	8,900
3-bed	504	51	50	27,750
4-bed	605	61	20	13,320
5-bed+	707	72	10	7,790
Total				57,760

4.9 The following figures will be applied to the maintenance of informal recreation areas:

Table 15 – Informal recreation maintenance cost for worked example

Property	cost (£)	No. properties	Total cost (£)
2-bed	338	20	6,760
3-bed	422	50	21,100
4-bed	506	20	10,120
5-bed+	591	10	5,910
Total			43,890

- 4.10 The total recreational provision requirement can be calculated by adding the costs set in Tables 10 to 14. The following Table sets out this calculation.

Table 16 – Total costs for worked example if all provision is offsite

	Costs
Land cost	£161,200
Equipping formal recreation	£65,440
Equipping informal recreation	£74,360
Equipping allotments	£2,500
Maintenance of formal recreation	£57,760
Maintenance of informal recreation	£43,890
Total recreational requirement cost for development	£405,150

5 Glossary

Activity zones are those set out in the Fields in Trust (FiT) Standards.

Buffer zones are areas of space surrounding activity zones to maintain a distance from residential properties and/or provide runoff area. See Appendix A.

Childrens play space is a designated public space or facility that children might legitimately use for play and informal recreation. This might include LEAP (Local Equipped Area for Play) and NEAP (Neighbourhood Equipped Area for Play) play areas as defined in the FiT Standards.

Fields in Trust (FiT) is the National Playing Fields Association, who recommend benchmark standards for the quantity, quality and accessibility for open space, sport and recreation including outdoor facilities for sport and play.

Formal recreational space means any facility that is accessible and available to the general public, and laid out or used for the purposes of sporting recreational activity or play.

Greater Norwich Infrastructure Plan helps co-ordinate and manage the delivery of strategic infrastructure to support growth, a high quality of life and enhanced natural environment. This includes enhancements to public transport corridors to move them towards fully fledged bus rapid transit, elements of the green infrastructure network and extensions to cycle routes.

<http://www.greaternorwichgrowth.org.uk/dmsdocument/1066>

Green infrastructure refers to green spaces and interconnecting green corridors in urban areas, the countryside in and around towns and rural settlements, and in the wider countryside. It may include natural green spaces colonised by plants and animals and dominated by natural processes and man-made managed green spaces such as areas used for Sustainable (Urban) Drainage System (SUDS) areas, allotments, parks and designed historic landscapes as well as their many interconnections like footpaths, cycleways, green corridors and waterways.

Green Infrastructure Delivery Plan was produced for the Greater Norwich Growth Board (GNGB) (formerly known as the Greater Norwich Development Partnership) to build on the work of the Green Infrastructure Study, by focussing the delivery of green infrastructure South West and North East of Norwich, where the majority of the proposed housing growth is identified.

<http://www.greaternorwichgrowth.org.uk/dmsdocument/979>

Green Infrastructure Strategy (Study) was produced for the Greater Norwich Growth Board (GNGB) (formerly known as the Greater Norwich Development Partnership) to bring together the existing work progressed at all scales contributing towards green infrastructure and management into a single vision and recommendations.
<http://www.greaternorwichgrowth.org.uk/dmsdocument/201>

Habitats Regulation Assessment provides an analysis of the impact of plans and strategies on areas of designated European environmental importance such as Special Protection Areas (SPAs), Special Areas of Conservation (SACs) and Ramsar sites.

Informal recreational space means an area that is accessible and available to the general public, and suitable for informal recreational pursuits such as walking, cycling, running etc. This includes natural and semi-natural greenspaces e.g. woodlands, commons/meadows, wetlands, open and running water etc.

Natura 2000 (N2K) sites network is an EU wide network of nature protection areas established under the 1992 Habitats Directive. The aim of the network is to assure the long-term survival of Europe's most valuable and threatened species and habitats. It is comprised of Special Areas of Conservation (SAC) designated by Member States under the Habitats Directive, and also incorporates Special Protection Areas (SPAs) which they designate under the 1979 Birds Directive.

Norwich Fringe parishes are identified through the Joint Core Strategy, for the Broadland area these include: Drayton, Hellesdon, Old Catton, Sprowston, Taverham, and Thorpe St Andrew.

Norwich Policy Area parishes are identified through the Joint Core Strategy, for the Broadland area these include: Beeston, Blofield, Brundall, Gt/Lt Plumstead, Hemblington, Horsford, Horsham St Faith & Newton St Faith, Postwick, Rackheath, Salhouse, and Spixworth. The Norwich Fringe parishes are also within the Norwich Policy Area, with the remaining parishes considered as the rural area.

PPG17 Open Spaces Indoor Sports and Community Recreation Assessment assesses open space, sport and recreation facilities to identify local needs for provision, and opportunities for enhancement, development or replacement of current facilities.

Suitable Alternative Natural Greenspace (SANG) is the name given to greenspace that is of a quality and type suitable to be used as mitigation to offset the potential recreational impacts of new development on the N2K sites.

Appendix A: PLAY SPACES and BUFFER ZONES

Our requirement for play space is 0.34ha per 1000 population.

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

In the district we will generally look to provide two types of new play spaces.

1. LEAPS Local Equipped Area for Play
2. NEAPS Neighbourhood Equipped Area for Play

In applying this policy, it is also important that consideration and equal weight is given to the following factors which could be particularly important in rural areas, where scope to improve and access to play spaces maybe limited:

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

Size of new play space types

Type of play space	Indicative age ranges	Size of equipped play space (Activity zone)	Informal area / buffer zone
LEAP	5 – 10 years	400 sq. metres	10m to the boundary of the nearest property / 20m to the nearest habitable living space.
NEAP	10 +	1,000 sq. metres	30m to the boundary of the nearest property. At least 50m if a skatepark or ballcourt is included.

1. A LEAP (Local Equipped Area for Play). These play areas are intended to meet the needs of children attending primary education, ideally they should be within 5 minutes walking distance from home. The area should be landscaped and contain an activity zone of at least 400sq metres. The activity zone should have a buffer of at least 10 metres to the boundary of the nearest property and a minimum of 20 metres to the closest habitable living space. The area should be stimulating for children providing at least 5 activity types.

Please see design principles listed below.

2. A NEAP (Neighbourhood Equipped Area for Play). These play areas are intended to meet the needs of older children but can provide opportunities for play by young children, ideally they should be located within 15 minutes walking distance from home. The area should contain an activity zone of at least 1,000 sq. metres. The activity zone should have a buffer zone of at least 30 metres to the boundary of the nearest dwelling if a skate park or ball court is included the distance should be at least 50 metres to the nearest boundary and be appropriately landscaped to re-inforce the buffer zone. The area should be stimulating for older children providing at least 8 activity types.

Please see design principles listed below.

Design Principles: From guidance provided by Fields in Trust

1. Appropriate to the needs of the local community
2. Accessible for every child within the appropriate walking time.
3. Accessible without having to cross main roads, railways or waterways
4. Sited in open, welcoming locations
5. Separated from areas of major vehicle movements and accessible directly from pedestrian routes
6. Sited on land of natural topography or land capable of being landscaped
7. Designed in accordance with the requirements of the DDA Act 1995
8. Designed so that high climbing structures are as far away from nearby dwellings as possible
9. Integrated as far as possible with other open spaces and areas of amenity planting to provide separation from nearby dwellings
10. Visible from nearby dwellings and if possible near well used pedestrian routes
11. Accessible by footpath with a firm surface including a hard surface pad inside the main gate(s)
12. Safer surfaced as appropriate and in a manner fitting to the intensity of use
13. Provide seating on a hard surface for accompanying adults
14. Provide appropriate signage including age recommendations, contact details and other relevant information useful to users.
15. Provide litter bins as appropriate
16. If fencing is required ensure the site has two pedestrian entrances and a maintenance entrance with hard standing paths up to and inside the pedestrian gates.
17. Designed, manufactured, installed and maintained in accordance with European Standards EN1176 & EN 1177
18. * Designed to provide stimulating and challenging play experience that may include equipment and other features providing the following opportunities (activities) for balancing, rocking, climbing, overhead activities, sliding, swinging, jumping, crawling, rotating, imaginative play, social play and natural materials such as sand and water should be considered. On larger developments formal ball games areas should be included.

* Should provide a minimum of 8 activities in each play area type.

BUFFER ZONES

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

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

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

Spatial Planning, Broadland District Council
Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 0DU
Tel: (01603) 430567 Fax: (01603) 430591 Email: ldf@broadland.gov.uk
www.broadland.gov.uk



TWELFTH SCHEDULE

The SPD

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)



M. Mue

Head of Democratic Services and
Monitoring Officer

7663

Authorised Signatory:

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



21392

Shinner

authorised to sign
on behalf of: HEAD OF LAW

Head of Law

EXECUTED AS A DEED by
DAVID JAMES BRUCE COVENTRY
in the presence of:

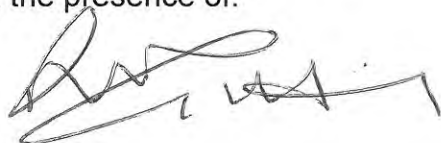
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Robert Victor Gibbs
Kingsfield House, Nuthall,
Shropshire

EXECUTED AS A DEED by
ALAN EDWARD HOWARD
in the presence of:

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- as above -

Executed as a Deed by
PERSIMMON HOMES LIMITED
Acting by its Attorneys ANDREW EDWARD FULLER
and MARTIN CHARLES DAVIDSON
in the presence of

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G. KEILLY

C/O. PERSIMMON HOUSE
COLVILLE ROAD WORKS
OULTON BROOK
NR33 9QS.



APPENDIX 1

**Table to be utilised for the purposes of calculating the Open Space
Land Maintenance Contribution**

Cost per dwelling for maintenance of open space land

Maintenance				
Property	Sports	Play	Green infrastructure	Total
1 bed	£303	£30	£253	£586
2 bed	£404	£41	£338	£783
3 bed	£504	£51	£422	£977
4 bed	£605	£61	£506	£1,172
5+ bed	£707	£72	£591	£1,370