

Dated

8th June

2017

BROADLAND DISTRICT COUNCIL

-and-

NORFOLK COUNTY COUNCIL

-and-

ALAN GEORGE HERBERT SMITH

-and-

JOHN ERNEST SMITH

-and-

RAYMOND GEORGE SMITH

-and-

SLA PROPERTY COMPANY LIMITED

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

relating to land to the north of Yarmouth Road Blofield Norfolk

AK/SB/50753
(2016/0488)



THIS DEED is dated

8th June

2017

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew NORWICH NR7 0DU (referred to as "the Council")
- (2) **NORFOLK COUNTY COUNCIL** County Hall Martineau Lane Norwich Norfolk NR1 2DH (referred to as "the County")
- (3) **ALAN GEORGE HERBERT SMITH** of Quarry Lodge Main Road Honingham Norfolk NR9 5AP (referred to as "the 1st Owner")
- (4) **JOHN ERNEST SMITH** of Honingham Mill Colton Road Honingham Norwich Norfolk NR9 5BB (referred to as "the 2nd Owner")
- (5) **RAYMOND GEORGE SMITH** of Quarry House Main Road Honingham Norfolk NR9 5AP (referred to as "the 3rd Owner")
- (6) **SLA PROPERTY COMPANY LIMITED** Company number 1203396 whose registered office is at 153 Princess Street Ipswich Suffolk IP1 1QJ (referred to as "the 4th Owner")

together referred to as 'the Parties'

INTRODUCTION

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

~~(C) The Owners and the Developer have applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed~~ M

(D) The 1st and 2nd and 3rd Owners own the freehold of the Site which is registered at the Land Registry under title number NK365944

(E) The 4th Owner owns the freehold of the Site which is registered at the Land Registry under title number NK372703

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Commencement"	the date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of: site clearance demolition archaeological investigations ground surveys removal of contamination erection of temporary fences and 'Commence' and 'Commenced' will be construed accordingly
"Developer"	Bovis Homes Limited (Co registration no. 003976347) whose registered office is at the Manor House, North Ash Green, Longfield, Kent DA3 8HQ
"Development"	the Development of the Site in accordance with the Permission
"Dwelling"	a Dwelling to be built on the Site as part of the Development

“Inflation Provision”	the increase (if any) in the Royal Institution of Chartered Surveyors Build Cost Information Service; All Construction TPI: All New Construction between January 2015 and the date upon which a payment of the Equipped Play Area Maintenance Contribution is made pursuant to this Deed.
“Nominated Officer”	the senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
“Occupation”	Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of: construction internal and external refurbishment decoration fitting-out marketing and ‘Occupy’ and ‘Occupied’ will be construed accordingly
“Owners”	the 1 st Owner and the 2 nd and the 3 rd Owner and the 4 th Owner together
“Permission”	the outline planning permission to be granted by the Council for residential development and allocated reference number 2016/0488 or if the Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development

“Plan”	the plan attached to this Deed
“Site”	the land known as land to the north of Yarmouth Road Blofield Norfolk shown edged red on the Plan
“Trigger”	means the Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council and the County
- 2.2 It is agreed by the Parties that any obligation contained within this Deed which sets out how a planning obligation will be performed will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended
- 2.3 Covenants given by more than one party can be enforced against them individually or jointly
- 2.4 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.5 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done

- 2.6 This Deed is governed by and interpreted in accordance with the law of England

3. COVENANTS

- 3.1 The Owners covenant with the Council and the County for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed
- 3.2 The Council and the County covenant with the Owners to comply with their respective requirements contained in this Deed

4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest)
- 4.2 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 Save for the obligations contained in Schedule Two which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 4.3.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the 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

- 4.3.2 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.
- 4.4 On completion the Owners will pay the Council's and the County's reasonable legal costs in connection with this Deed
- 4.5 This Deed is a Local Land Charge and shall be registered as such by the Council
- 4.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.7 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.8 No waiver, express or implied, by the Council or County constitutes a continuing waiver, nor prevents the Council or the County from enforcing any of the provisions in this Deed
- 4.9 Save where expressly stated other the provisions of this Deed shall not take effect until all the following conditions have been satisfied:
- (a) the Permission has been granted and
 - (b) Commencement of the Development (such condition not to prevent the satisfaction of the pre-commencement obligations contained in this Deed)
- 4.10 Any notice or consent by either party under this Deed shall not be unreasonably withheld or delayed

5. DISPUTES

- 5.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding
- 5.2 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

6. INTEREST AND VAT

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

7. NOTIFICATIONS

- 7.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received
- 7.2 The Owners will notify the Nominated Officer in writing within 7 days of reaching the Triggers in this Deed
- 7.3 If the Owners disposes of his interest in all or part of the Site he will notify the Nominated Officer and the County within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

8. LIMITATION OF FINANCIAL LIABILITY OF THE 4TH OWNER

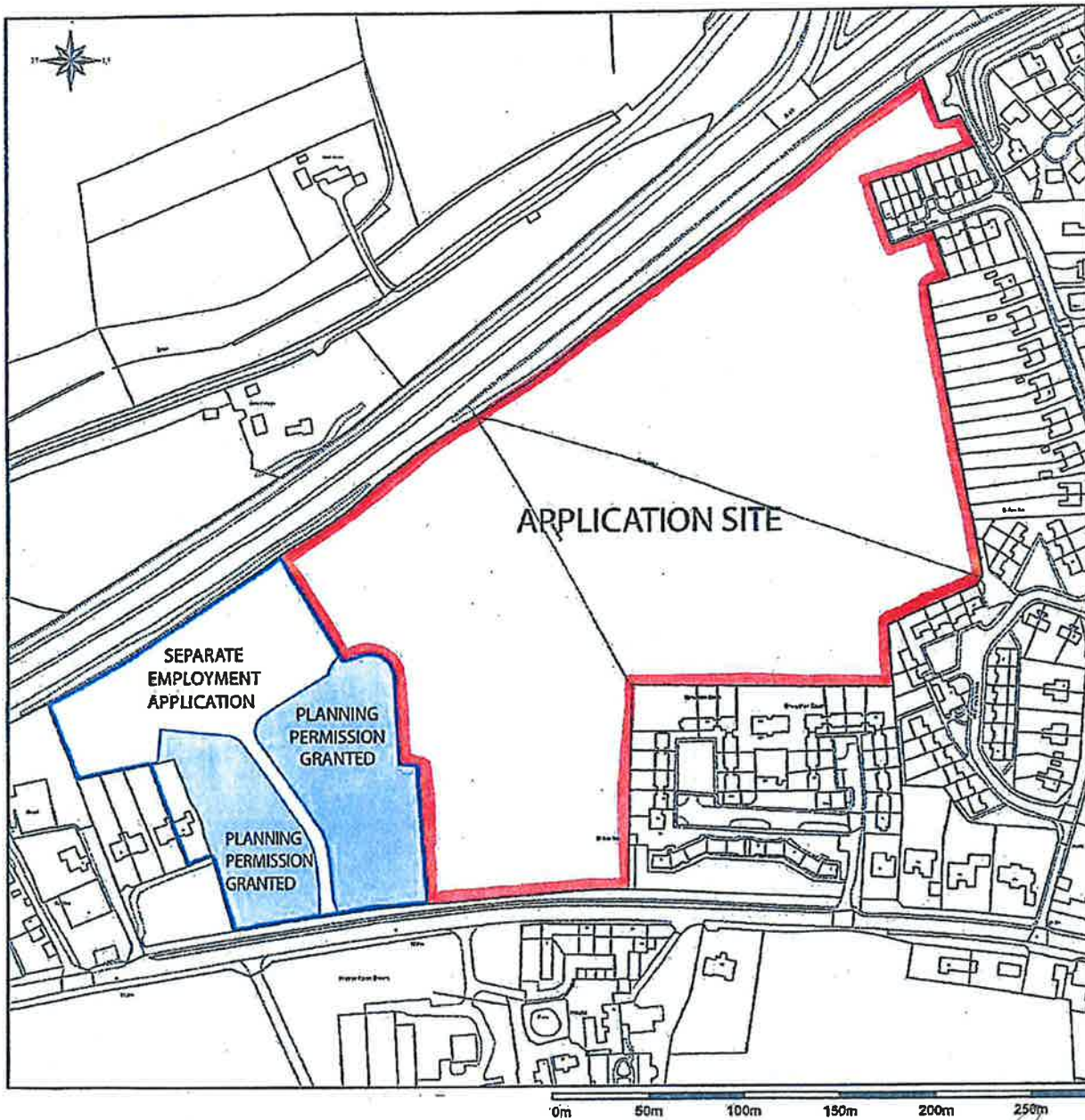
'The parties agree that notwithstanding any provision to the contrary herein any financial liability of the 4th Owner (here meaning Suffolk Life Annuities Limited, SLA Property Company Limited and any associated companies and referred to as 'Suffolk Life') under the terms of this Deed shall be limited to the net value of the assets held by Suffolk Life on behalf of and payable under the terms of plan numbers 716312, 716315, and 716316 in favour of the 1st Owner, the 2nd Owner and the 3rd Owner respectively (or any other subsequent replacement or additional plan or plans in favour of the 1st Owner, the 2nd Owner or the 3rd Owner in respect of land affected and bound by the provisions of this Deed and therefore subject to this clause) at the point in time any claim under the terms of the relevant plan or plans is made'.

SCHEDULE ONE

Site Plan

The plan attached to this Deed for the land known as the land to the north of Yarmouth Road Blofield Norfolk for identification purposes only

Location Plan



Scale: 1:2500, paper size: A3

Raymond Smith

 Alan G H Smith

J. A. No

 M. Mue

Head of Democratic Services and
 Monitoring Officer



SCHEDULE TWO

Affordable Housing

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

“Affordable Dwellings”	the Dwellings to be constructed to Design & Quality Standards on the Site as Affordable Housing and “Affordable Dwelling” shall be construed accordingly
“Affordable Housing”	the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market
“Affordable Housing Mix”	60% Rented Housing and 40% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion)
“Affordable Housing Provision”	the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion in accordance with the Affordable Housing Mix
“Affordable Housing Scheme”	<p>a scheme securing the Affordable Housing Provision and specifying:</p> <p>- the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;</p>

- 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;

- full details of the Affordable Housing Mix 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 including details of how the Recycling Obligation will be complied with and secured

“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% of local market rents including any service charges or as otherwise agreed with the Council in writing and as nominated by the Council in accordance with 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

“Complete”

a stage of construction such that a Dwelling has a complete roof and all windows and external doors installed and where further works do not ordinarily

amount to “development” for the purposes of section 55(1) of the Act and “Complete” and “Completed” shall be construed accordingly.

“Design & Quality Standards”

the Level One Space Standards as specified by the Homes and Communities Agency or its successor or such other construction standards as may be agreed between the Owners and the Council

“Eligible Household”

a person or persons in need of accommodation who are unable to rent or buy on the local open market and 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 Dwellings”

Dwellings for sale at prices below local market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing), shared ownership, shared equity and equity loan products as approved by the Council

“Intermediate Rented Dwellings”

Dwellings at rents above those of Social Rented Dwellings but below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any

	service charges and shall not exceed the local housing allowance for that area) as determined by the Council
“Open Market Dwelling”	any Dwelling constructed as part of the Development which is not an Affordable Dwelling
“Provider”	either: (i) a Registered Provider; or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
“Public Subsidy”	funding provided by the Council, the HCA or any other public body or successor body towards the provision of Affordable Housing
“Recycling Obligation”	an obligation to use any monies paid in relation to the acquisition of any share or interest in an Affordable Dwelling by an Eligible Household towards alternative Affordable Housing provision
“Registered Provider”	as defined in the Housing and Regeneration Act 2008
“Rented Housing”	one or more of Affordable Rented Dwellings and Social Rented Dwellings
“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

“Social Rented Dwellings”

Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent

“Target Rent”

the rent for Social Rented Dwellings as determined by the national rent regime published by the HCA or any subsequent replacement or where there is no such replacement at a rent determined by the Council

The Owners hereby covenants with the Council as follows:

- 1.1 Not to Commence or allow Commencement of the Development until the Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 1.2 Not to Occupy or allow Occupation of the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings 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
- 1.3 Not to construct or procure the construction operation or provision of the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 1.4 Not to Occupy or allow Occupation of more than 50% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Complete and have been transferred

to the approved Provider (or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the following terms:

- a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
- b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
- c) with the benefit of all necessary easements, rights and utilities; and
- d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council the registration of a restriction to secure compliance with the Recycling Obligation

1.5 Not to use or allow the Affordable Dwellings to be used for any purpose other than 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 is 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 to 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

Part 2 Local Letting Policy

1. LOCAL CONNECTION ELIGIBILITY CRITERIA

- 1.1 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:

- 1.1.1 First allocations shall be made to people living in the Parish of Blofield;
- 1.1.2 If there is no suitable person in paragraph (i) allocations will be made to people who work in the Parish of Blofield
- 1.1.3 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 Blofield to give/receive support to/from close family
- 1.1.4 If there are no suitable persons in paragraph (i) and (ii) and (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

2. Administrative Procedure for Nominations

- 2.1 To grant to the Council nomination rights to 100% of the Affordable Housing Rental Units
- 2.2 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

SCHEDULE THREE

Children's Local Equipped Area for Play

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

"Approved Local Equipped Area for Play Scheme"	the Local Equipped Area for Play Scheme approved in writing by the Nominated Officer including any amendment or revision agreed in writing by the Nominated Officer
"Certificate"	a certificate given by the Nominated Officer confirming the Local Equipped Area for Play has been completed to his satisfaction
"Local Equipped Area for Play"	an area of land to be provided within the Site to be agreed with the Council and used as a Local Equipped Area for Play in accordance the standards set out in the Council's adopted Policy RL1 of the Development Management DPD
" Local Equipped Area for Play Scheme"	a scheme including plans drawings and specifications showing but not limited to the layout and design of the Local Equipped Area for Play including details of any equipment fencing landscaping paths and access arrangements and street furniture together with details of the proposed permanent management and maintenance regime

"Management Company"	a company to be set up for the purposes of managing and maintaining the Local Equipped Area for Play in perpetuity
"Nominated Body"	<p>one of the following as determined by the Council:</p> <ul style="list-style-type: none"> a) the town or parish council for the area within which the Site is located b) such other body as the Council may elect as being responsible for maintenance of the Local Equipped Area for Play d) the Management Company
" Local Equipped Area for Play Maintenance Contribution"	a financial contribution to be used for repairing and maintaining the Local Equipped Area for Play to be calculated in accordance with part 3 of this Schedule such sum to be increased in line with the Inflation Provision
"Standard Terms"	<p>in accordance with the reasonable requirements of the Council in consultation with the Nominated Body to include:</p> <ul style="list-style-type: none"> - the transfer of the freehold estate of the Local Equipped Area for Play Unencumbered with full title guarantee - for a sum not exceeding £1 (one pound) - with the benefit of all necessary rights and easements and with vacant possession

- subject to a restriction on the future use of the Local Equipped Area for Play for recreational and amenity purposes by the general public

- a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owner

"Unencumbered"

free from financial charges, adverse rights, easements, restrictions or other encumbrances which would interfere with the use of or result in any additional cost or liability not normally associated with the use of the Local Equipped Area for Play as public open space

1. The Owners covenants with the Council as follows:

- 1.1 Not to Commence the Development until the size and location and boundaries of the Unencumbered Local Equipped Area for Play and the Local Equipped Area for Play Scheme have been submitted to and approved by the Council in writing
- 1.2 Not to Occupy more than 50% of the Dwellings until the Local Equipped Area for Play has been provided in accordance with the Approved Local Equipped Area for Play Scheme pursuant to paragraph 1.1 above to the written satisfaction of the Council
- 1.4 Not to Occupy more than 50% of the Dwellings until the Certificate has been issued and the Local Equipped Area for Play has been made available for public use

- 1.5 Not to Occupy more than 50% of the Dwellings until a written notice requesting confirmation of the Nominated Body has been served on the Council
- 1.6 To maintain and manage the Local Equipped Area for Play to the satisfaction of the Nominated Officer until it has been transferred in accordance with the provisions of this Deed
- 1.7 In the event that the Management Company is the Nominated Body not to Occupy more than 75% of the Dwellings until:
 - 1.7.1 the Management Company has been created to the satisfaction of the Council; and
 - 1.7.2 the memorandum and articles of association and the form of transfer of the Local Equipped Area for Play Unencumbered to the Management Company has been submitted to the Council for approval and has been approved by the Council
- 1.8 Not to Occupy more than 80% of the Dwellings until:
 - 1.8.1 the Local Equipped Area for Play Unencumbered has been transferred to the Nominated Body subject to the Standard Terms; and
 - 1.8.2 the Maintenance Contribution has been paid to the Council apart from in the case of a Management Company being the Nominated Body

PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Local Equipped Area for Play Unencumbered unless it has been provided and maintained in strict accordance with the Approved Local Equipped Area for Play Scheme

Part 2 Council Obligations

1. The Council hereby covenants with the Owners that:

- 1.1 The Council shall within three months of receipt of the notice referred to at paragraph 1.6 of Part 1 of this Schedule confirm the Nominated Body.
- 1.2 Upon receipt to pay the Local Equipped Area for Play Maintenance Contribution into an interest bearing account and if the parish council is the Nominated Body to pay the Local Equipped Area for Play Maintenance Contribution to the parish with 28 days

Part 3 Cost per Dwelling for the Local Equipped Area for Play

Assumed average occupancy rates as set out in Table 1 of the Council's Recreational Provision in Residential Development SPD.

Bedrooms	Calculations
1 bedroomed	Calculated as 1.5 persons
2 bedroomed	Calculated as 2 persons
3 bedroomed	Calculated as 2.5 persons
4 bedroomed	Calculated as 3 persons
5+ bedroomed	Calculated as 3.5 persons

Maintenance of the Local Equipped Area for Play

Property	Children's Equipped Area for Play
1 bedroom	£30
2 bedroomed	£41
3 bedroomed	£51
4 bedroomed	£61
5+ bedroomed	£72

SCHEDULE FOUR

Informal Open Space

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

"Approved Informal Open Space Scheme" the Informal Open Space Scheme approved in writing by the Nominated Officer including any amendments or revision agreed in writing by the Nominated Officer

"Certificate" a certificate given by the Nominated Officer confirming the Informal Open Space has been completed satisfactorily

“Informal Open Space”

means land within the Site securing a minimum of 40m sq per person calculated in accordance with part 3 of this Schedule as agreed by the Council to be set aside and used as public open space in line with the Open Space Policies and the requirements of Policy EN3 of the Council’s Development Management DPD which may include areas for play, green infrastructure and other recreational facilities laid out and set aside for use as green spaces (which may include natural green spaces colonised by plants and animals and dominated by natural processes and man-made managed green spaces such as designed historic landscapes as well as their interconnections such as footpaths cycleways green corridors and waterways)

“Informal Open Space Maintenance Contribution”

a financial contribution to be used for repairing and maintaining the Informal Open Space to be calculated in accordance with part 3 of this Schedule such sum to be increased in line with the Inflation Provision

“Informal Open Space Scheme”

a scheme securing Informal Open Space and containing:

- full details of the amount of play and green infrastructure provision to be provided in line with the Open Space Policies

- the extent, location and boundaries of the Informal Open Space

- details of the design and layout of the Informal Open Space all equipment, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications

- details of the ongoing management and maintenance of the Informal Open Space

- such other information as the Council may reasonably require to enable approval of the Informal Open Space Scheme

“Management Company”

a company to be set up for the purposes of managing and maintaining the Informal Open Space in perpetuity

“Nominated Body”

one of the following as determined by the Council:

- a) the town or parish council for the area within which the Site is located
- c) such other body as the Council may elect as being responsible for maintenance of the Informal Open Space
- d) the Management Company

“Open Space Policies”

means the Councils current planning policies (or such replacement policies or documents as the Council may specify) relating to the

“Standard Terms”

provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

in accordance with the requirements of the Council in consultation with the Nominated Body to include:

- the transfer of the freehold estate of the Informal Open Space Unencumbered with full title guarantee
- for a sum not exceeding £1 (one pound)
- with the benefit of all necessary rights and easements and with vacant possession
- subject to a restriction on the future use of the Informal Open Space for recreational and amenity purposes by the general public
- a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owner

“Unencumbered”

free from financial charges, adverse rights, easements, restrictions or other encumbrances which would interfere with the use of or result in any additional cost or liability not normally associated with the use of the Informal Open Space as public open space

1. The Owners covenants with the Council as follows:

- 1.1 Not to Commence the Development until the location and boundaries of the Unencumbered Informal Open Space and the Informal Open Space Scheme has been submitted to and approved by the Council in writing
- 1.2 Not to Occupy more than 50% of the Dwellings until the Informal Open Space has been provided in accordance with the Approved Informal Open Space Scheme approved pursuant to paragraph 2.1 above
- 1.3 Not to Occupy more than 50% of the Dwellings until the Certificate has been issued and the Informal Open Space has been made available for public use
- 1.4 Not to Occupy more than 50% of the Dwellings until a written notice requesting confirmation of the Nominated Body has been served on the Council
- 1.5 To maintain and manage the Informal Open Space to the satisfaction of the Nominated Officer until it has been transferred in accordance with the provisions of this Deed
- 1.6 In the event that the Management Company is the Nominated Body not to Occupy more than 75% of the Dwellings until:
 - 1.6.1 the Management Company has been created to the satisfaction of the Council; and
 - 1.6.2 the memorandum and articles of association and the form of transfer of the Informal Open Space to the Management Company has been submitted to the Council for approval and has been approved by the Council

1.7 Not to Occupy more than 80% of the Dwellings until:

1.7.1 the Informal Open Space has been transferred to the Nominated Body subject to the Standard Terms; and

1.7.2 the Maintenance Contribution has been paid to the Council apart from in the case of a Management Company being the Nominated Body

PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Informal Open Space has been provided and maintained in strict accordance with the Approved Informal Open Space Scheme

Part 2

Council Obligations

1. The Council hereby covenants with the Owners that:

1.1 The Council shall within three months of receipt of the notice referred to at paragraph 2.6 of Part 1 of this Schedule confirm the Nominated Body.

1.2 Upon receipt to pay the Informal Open Space Maintenance Contribution into an interest bearing account and if the parish council is the Nominated Body to pay the Informal Open Space Maintenance Contribution to the parish with 28 days

Part 3

Cost per Dwelling for the Informal Open Space

Assumed average occupancy rates as set out in Table 1 of the Council's Recreational Provision in Residential Development SPD.

Bedrooms	Calculations
1 bedroomed	Calculated as 1.5 persons
2 bedroomed	Calculated as 2 persons
3 bedroomed	Calculated as 2.5 persons
4 bedroomed	Calculated as 3 persons
5+ bedroomed	Calculated as 3.5 persons

Maintenance of the Informal Open Space:

Property	Cost per Dwelling
1 bedroom	£253
2 bedroomed	£338
3 bedroomed	£422
4 bedroomed	£506
5+ bedroomed	£591

~~SCHEDULE SIX~~ ^{FIVE} 
Travel Plan

Part 1
(RESIDENTIAL TRAVEL PLAN – 2 Year)

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

- | | |
|------------------------|--|
| “Approved Travel Plan” | means the Travel Plan submitted to the County by the Owners in accordance with the conditions of the Permission and approved by the County in writing |
| “Bond Sum” | means the sum of £500 per Dwelling or such other sum as the County may agree in writing being the cost of implementation of and compliance with the Approved Travel Plan such sum to be Index Linked |
| “Index Linking” | means Index Linked from the date of this Deed until such time that any sum specified in this Agreement becomes payable such Index Linking to be equivalent to any increase or decrease in such sums in proportion to the increase or decrease in the 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 County Council shall reasonably determine |

“Travel Plan”	means a framework of options/measures to enable and encourage people to travel more sustainably and to reduce the need to travel being site and people specific
“Travel Plan Bond”	means a bond in the form annexed at Part 2 of this Schedule
“Travel Plan Contribution	means the sum of £500 per Dwelling or such other sum as the County may agree in writing towards the implementation of the Travel Plan for the Development such sum to be Index Linked
“Travel Plan Update”	means a Mode of Travel Survey prepared in consultation with the County detailing how the Approved Travel Plan has operated during the relevant period and its effectiveness

The Owners hereby covenants with the County as follows:

1. TRAVEL PLAN

- 1.1 To pay the Travel Plan Contribution to the County prior to Occupation of the first Dwelling towards the production, approval and on-going review of a Travel Plan for the Development;

OR

- 1.2 Not to Commence the Development until a Travel Plan has been submitted to the County for approval as an Approved Travel Plan in accordance with the

Permission and thereafter to monitor and review the Approved Travel Plan and submit a Travel Plan Update to the County on the 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) such monitoring to continue each year until the second anniversary of final Occupation of the Development; and

1.3 If the Owners proceeds under paragraph 1.2 above not to allow first Occupation of any Dwelling until it has complied with paragraphs 1.3 (a) or 1.3 (b) below:

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

OR

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

AND

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

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

Travel Plan

Part 2 - Bond

DATED _____ 20

- and -

BOND

in respect of

**Norfolk County Council
County Hall
Martineau Lane
NORWICH
NR1 2DH**

THIS BOND reference number [ref no.] is made as a deed

his day of 20

By [] ("the Surety")

On behalf of: [] ("the Developer")

In favour of: THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane
Norwich Norfolk ("the County Council")

WHEREAS:

(A) by an agreement dated [] and made between the County Council and the
Developer ("the Agreement") the Developer undertook to provide a bank bond issued
in favour of the County Council in the sum of £[] ([] pounds) ("the Bond Sum")

(B) 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 THIS DEED WITNESSES:

1. the Surety is held and firmly bound to the County Council in the sum of [£(pounds)] ("the Bond Sum") to be paid to the County Council for which payment we bind ourselves and our successors and assigns by these presents
2. upon receipt by the Surety of the County Council's written demand stating "the Developer has failed to duly perform and observe all the terms of the Agreement" ("Demand") the Surety shall pay to the County Council within 28 days of receipt of the Demand such amount as certified by the County Council as is required to 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 Agreement)

3. receipt of a Demand from the County Council shall be taken as conclusive evidence by the Surety for the purposes of this Bond that a breach has occurred and the sum demanded is properly due PROVIDED THAT the amount demanded does not exceed the Bond Sum.
4. Multiple Demands may be made pursuant to this Bond up to the Bond Sum
5. Subject to the Developer performing the Obligations the Bond Sum will reduce as follows:
 - a) Upon receipt of written confirmation from the County Council on the first anniversary of first Occupation (as defined in the Agreement) that the Obligations are being complied with the Bond Sum shall 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 first Occupation by a further proportionate amount taking into account the number of Dwellings then Occupied (as defined in the Agreement)
 - b) To nil on the date upon which the County Council confirms in writing that all Obligations have been complied with and final Occupation has occurred.
6. This Bond shall expire upon the earlier of:
 - a) The date upon which the Bond Sum is reduced to nil: or
 - b) The date upon which the County Council confirms in writing that the Bond is no longer required and the same is formally released
7. This Bond is a continuing obligation and shall remain in full force until released or discharged in accordance with the provisions contained herein.

8. This Bond is personal to the County Council and is not transferable or assignable without the consent of the Surety such consent not to be unreasonably withheld PROVIDED THAT a Statutory successor in title to the County Council shall automatically be deemed to have the consent of the Surety and will benefit from this Bond
9. Subject to Clause 8 above 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 .
10. This Bond shall be governed by and construed in accordance with the law of England.

SIGNED as a Deed by
the Surety acting by:-

AUTHORISED SEALING OFFICER

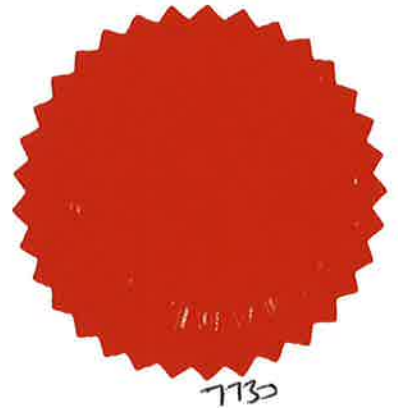
IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

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

Authorised Signatory:

M. Murre

Head of Democratic Services and
Monitoring Officer



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

Head of Law

[Signature]



authorised to sign
on behalf of: HEAD OF LAW

Executed as a deed by the said
ALAN GEORGE HERBERT SMITH
as his Deed in the presence of:

Name of Witness (in BLOCK CAPITALS)

Signature of witness

Address of Witness:

AK/SB/50753
(2016/0488)

)
) Alan G H Smith
)

) SARAH WELLS
) *[Signature]*
) 24 Mill Lane
Carbrooke
IP25 6TD


Executed as a deed by the said
JOHN ERNEST SMITH
as his Deed in the presence of:

) 
)
)


Name of Witness (in BLOCK CAPITALS)

Signature of witness

Address of Witness:

) SARAH WELLS
) 
) 24 mill lane
carbroke
IP25 6TD

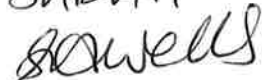
Executed as a deed by the said
RAYMOND SMITH
as his Deed in the presence of:

) 
)
)

Name of Witness (in BLOCK CAPITALS)

Signature of witness

Address of Witness:

) SARAH WELLS
) 
) 24 mill lane
carbroke
IP25 6TD


SIGNED and **DELIVERED** by the said
SLA PROPERTY COMPANY LIMITED
as their Deed in the presence of:

) 
)
)

Name of Witness (in BLOCK CAPITALS)

Signature of witness

Address of Witness:

) SIMON STROUD
) 
) 153 Princes St. Ipswich