

Dated 17<sup>th</sup> February 2020

BROADLAND DISTRICT COUNCIL

-and-

NORFOLK COUNTY COUNCIL

-and-

DRAYTON FARMS LIMITED

**DEED OF PLANNING OBLIGATION**

**UNDER SECTION 106**

**OF THE TOWN AND COUNTRY PLANNING**

**ACT 1990**

relating to land adjacent to Hall Lane/School Road,

Drayton, Norfolk

THIS DEED is dated

17<sup>th</sup> February

2020

**PARTIES:**

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road 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) DRAYTON FARMS LIMITED whose registered office address is Manor Farm, Holly Lane, Horsford, Norwich NR10 3TQ (Company number 00523937) (referred to as "the 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 and the local highway authority for the County of Norfolk
- (C) The Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (D) The Owner owns the freehold of the Site

**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, ecological and other investigations
	ground surveys
	removal of contamination
	erection of temporary fences and site compounds
	and 'Commence' and 'Commenced' will be construed accordingly
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
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Index Linked	Index linked from 14 <sup>th</sup> September 2016 until the date each relevant payment referred to in this Deed is made, such index linking being equivalent to any change in the Retail Price Index (All Items) published by the Office for National Statistics (or if such indices cease to be published, another index notified to the Owner by the Nominated Officer)
"Inflation Provision"	The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which each relevant payment is made pursuant to this Deed
Occupation	Occupation of the Dwellings on the Site, for residential

purposes and 'Occupy' and 'Occupied' will be construed accordingly

Permission The outline planning permission to be granted by the Council for residential development of up to 250 Dwellings on the Site and allocated reference number 20161066 or if the Council (in its absolute discretion) agree 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

Reserved Matters Application An application for the approval of reserved matters pursuant to the Permission

Reserved Matters Area A part of the Site in respect of which reserved matters approval is granted pursuant to a Reserved Matters Application

Site The land known as land adjacent to Hall Lane/School Road, Drayton, Norfolk and registered at H M Land Registry under title number NK383746 shown edged red on the Plan

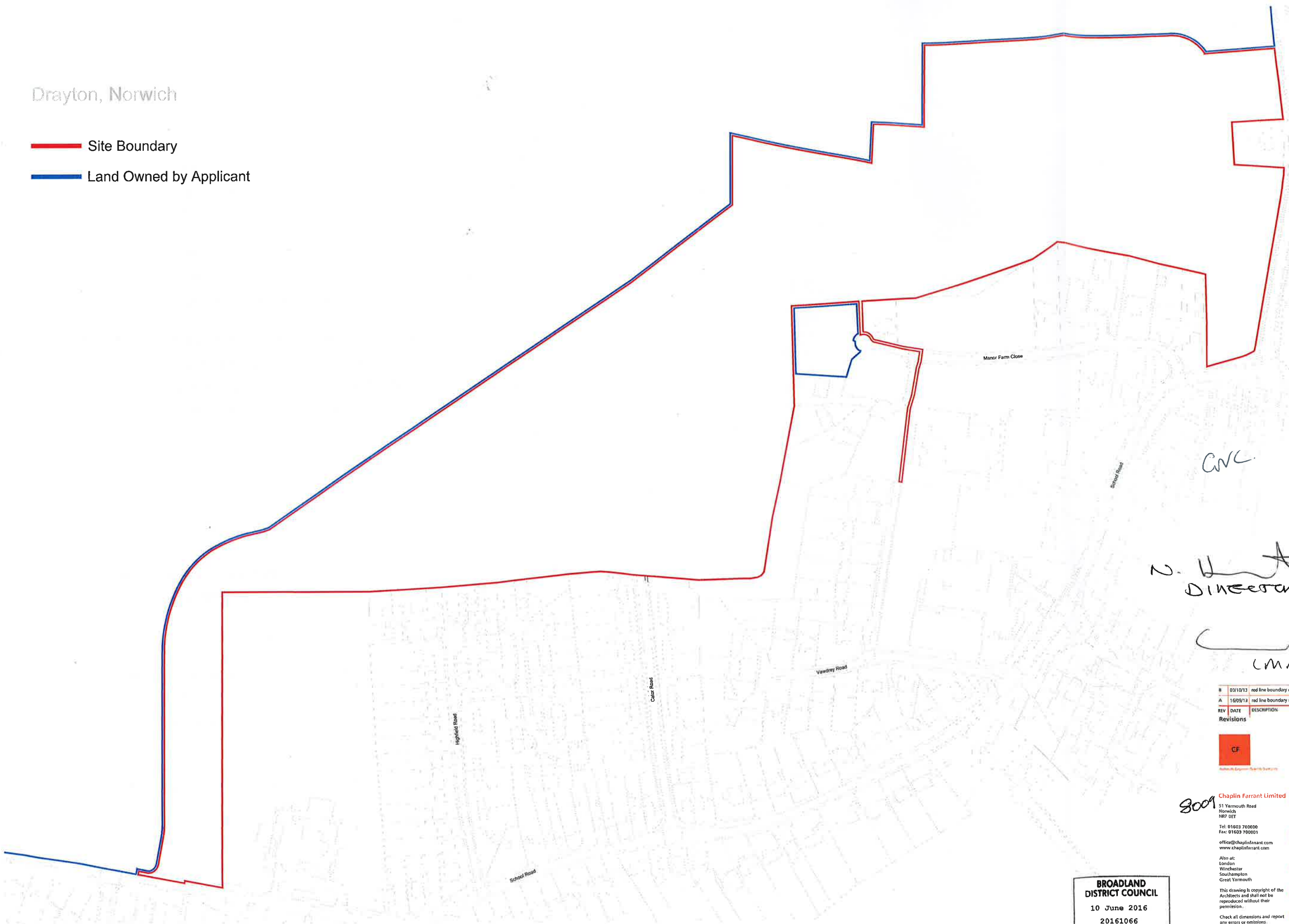
Trigger any date, trigger or threshold in the Schedules to this Deed triggering a requirement for the Owner to take specified steps, pay money, or linked to the prohibition of a specified action (and shall include the date of Commencement of the Development)

## **2 LEGAL BASIS**

- 2.1 This Deed is made pursuant to Section 106 of the Act and (to the extent that any matter falls outside that provision) 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 and are

Drayton, Norwich

- Site Boundary
- Land Owned by Applicant



SITE LAYOUT 1:1250

Manor Farm Close

School Road

CNC

N. H. A. DIRECTOR

LM MARKFORD

REV	DATE	DESCRIPTION	DRAWN	CHECKED BY
#	03/10/13	red line boundary revised	bw	
A	16/09/13	red line boundary revised	bw	



PLANNING

3009

Chaplin Farrant Limited  
51 Yarmouth Road  
Norwich  
NR7 0ET  
Tel: 01603 700000  
Fax: 01603 700001  
office@chaplinfarrant.com  
www.chaplinfarrant.com

Also at:  
London  
Winchester  
Southampton  
Great Yarmouth

Drayton Farms Ltd

Manor Farm  
Drayton  
Sites DRA1 & DRA2

Outline Site Plan  
Site Location Plan

4542

BROADLAND  
DISTRICT COUNCIL  
10 June 2016  
20161066  
PLANNING CONTROL

This drawing is copyright of the Architects and shall not be reproduced without their permission.

Check all dimensions and report any errors or omissions.

Do not scale from this drawing.

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binding and enforceable by the Council and the County against the Site subject to and in accordance with the terms of this Deed SAVE THAT:

- 2.1.1 the obligations in paragraph 4, Part 1 of Schedule 2 shall be enforceable against the Allotment Land only and none of the other obligations in this Deed shall be enforceable against the Allotment Land;
- 2.1.2 the obligations in Schedule 3 shall be enforceable against the Surgery Expansion Land only and none of the other obligations in this Deed shall be enforceable against the Surgery Expansion Land
- 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
- 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
- 2.7 Where in this Deed reference is made to any clause, paragraph, part, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, part or schedule or recital in this Deed
- 2.8 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.9 Words of the one gender include both other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner



- 2.10 The headings and contents list are for reference only and shall not affect the construction of this Deed

### **3 COVENANTS**

- 3.1 The Owner covenants 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 subject to and in accordance with the terms of this Deed
- 3.2 The Council and the County covenant with the Owner to comply with their respective requirements contained in this Deed
- 3.3 Save for this clause 3.3 and clauses 1, 2, 4, 5, 7 and 8 which shall come into effect on the date of this Deed, the covenants requirements and the planning obligations in this Deed shall not come into effect until Planning Permission is granted and Development is Commenced unless otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants requirements or the planning obligations

### **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 or such part thereof to which the breach relates (unless the breach occurred before he disposed of his interest)
- 4.2 The Owner confirms that he is the owner 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 This Deed will not bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services
- 4.4 On completion of this Deed the Owner will pay the Council's and the County's reasonable legal costs in connection with this Deed
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 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
- 4.8 Where the agreement, approval, consent, confirmation, service of a notice or expression of satisfaction is required by the Owner from the Council or County under the terms of this Deed such agreement, approval or consent, confirmation, service of a notice or expression of satisfaction shall not be unreasonably withheld or delayed
- 4.9 Following the performance and satisfaction of all the obligations contained in this Deed or upon this Deed ceasing to have effect in the circumstances set out in clause 4.10 the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 4.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 4.11 This Deed shall not be enforceable against:
- 4.11.1 owners, occupiers or tenants of individual Dwellings nor against those deriving title from them (save for paragraph 1.8, of Part 1 of Schedule 1 which shall be enforceable against such owners, occupiers and tenants and those deriving title from them but subject to clause 4.11.3);
  - 4.11.2 any statutory undertaker acquiring an interest in the Site for the purposes of its undertaking;
  - 4.11.3 persons specified in paragraphs 1.8.1 to 1.8.4, of Part 1 of Schedule 1 in the circumstances therein specified;
- 4.12 Nothing in this Deed shall prohibit or limit the right or ability to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) before or after the date of this Deed



## **5 DISPUTES**

- 5.1 If any dispute or difference arising between any of the Parties in respect of any matter contained in this Deed is not resolved between the Parties, any of the Parties may refer such dispute or difference for determination by an expert. The expert will be an independent and suitable person holding appropriate professional qualifications appointed by agreement between the disputing 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 on the disputing parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the disputing parties in equal shares.
- 5.2 Any expert appointed pursuant to clause 5.1 shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight days after he has received all written representations.
- 5.3 The expert shall be required to give notice to each of the relevant parties requiring them to submit to him within fifteen days of notification of his appointment written submissions and supporting material and the other party will be entitled to make counter written submissions with supporting material within a further fifteen days.
- 5.4 The expert shall be replaced by a fresh appointee in the event of him or her becoming at any time unable or unwilling for any reason to proceed to discharge his or her functions such fresh appointee to be appointed in accordance with this clause.
- 5.5 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 under this Deed 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 relevant address set out at the beginning of this Deed, unless written notification of another address has been received
- 7.2 The Owner will notify the Nominated Officer and the County in writing of the relevant
- 7.2.1 anticipated Triggers seven days in advance of each anticipated date
- 7.2.2 known Triggers within seven days of each known date
- 7.3 If the Owner 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 disposed of PROVIDED THAT this clause shall not apply in relation to the disposal of individual Dwellings for Occupation as dwelling houses

## **8 DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

## Schedule 1

### Affordable Housing

#### Part 1

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 on the Site to a standard agreed with the Council as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the Intermediate Housing and Affordable Housing for Rent to be provided to Eligible Households or Qualifying Persons whose needs are not met by the market, (including housing that provides a subsidised route to home ownership and/or is for essential local workers) or such other types of affordable housing as are agreed in writing by the Council
"Affordable Housing Mix"	60% Affordable Housing for Rent and 40% Intermediate Housing (or such other mix as may be agreed by the Council in writing and in its absolute discretion, such agreement not to be unreasonably withheld or delayed or such other mix as is agreed or determined following the submission of a Viability Assessment)
"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 (such agreement not to be unreasonably withheld or delayed) in accordance with the terms of Part 3 of this Schedule or as may be determined in accordance with paragraph 6.3 of Part 3 of this Schedule following

	any Viability Assessment carried out in accordance with the provisions of Part 3 of this Schedule) and in each case in accordance with the Affordable Housing Mix
"Affordable Housing (Site Wide) Scheme"	a scheme to be submitted as part of the first Reserved Matters Application setting out (in respect of the Development as a whole) the Affordable Housing Provision and specifying the overall mix of sizes and tenures of the Affordable Dwellings (in accordance with the Affordable Housing Mix) and the principles to be applied to their distribution throughout the Development
"Affordable Housing (Phase) Scheme"	<p>a scheme to be submitted as part of each and any Reserved Matters Application (including for the avoidance of any doubt the first Reserved Matters Application for each and every Phase (including for the avoidance of doubt the first Phase)) securing the Affordable Housing Provision for the relevant Phase in accordance with the Approved Affordable Housing (Site Wide) Scheme and specifying:</p> <ul style="list-style-type: none"> <li>- The timescale and programme for implementation of the Affordable Housing (Phase) Scheme and construction of the Affordable Dwellings in the relevant Phase;</li> <li>- Full details of the design of the Affordable Dwellings in the relevant Phase;</li> <li>- The identity of the Provider for the Affordable Dwellings in the relevant Phase or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;</li> </ul>

	<ul style="list-style-type: none"> <li>- The number, location, type and size of Affordable Dwellings to be constructed in the relevant Phase;</li> <li>- Full details of the mix of tenures of Affordable Housing for the relevant Phase (such proposal to reflect the Affordable Housing Mix to be delivered across the Development);</li> <li>- Such other information as the Council may reasonably require to enable approval of the Affordable Housing (Phase) Scheme</li> </ul> <p>or such amended scheme as may be submitted and approved by the Council in relation to the relevant Phase from time to time thereafter</p>
"Affordable Housing for Rent"	Affordable Dwellings which meet the conditions set out in the definition of "Affordable Housing for rent" in Annex 2 of the NPPF, to be let by a Provider with an appropriate agreement with Homes England 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 (and shall not exceed, on commencement of each tenancy, the local housing allowance for that area) or as otherwise agreed with the Council in writing
"Approved Affordable Housing (Site Wide) Scheme"	the Affordable Housing (Site Wide) Scheme approved by the Council in accordance with paragraph 1.1 of Part 1 of this Schedule including any amendment, revision or substitution approved by the Council in writing and including any amendment approved by the Council or determined under Part 3 of this Schedule following a Viability Assessment



<p>“Approved Affordable Housing (Phase) Scheme”</p>	<p>the Affordable Housing (Phase) Scheme approved by the Council in accordance with paragraph 1.1 of Part 1 of this Schedule including any amendment, revision or substitution approved by the Council in writing and including any amendment approved by the Council or determined under Part 3 of this Schedule following a Viability Assessment</p>
<p>“Discount Market Sales Housing”</p>	<p>housing sold at a discount of at least 20% below local market value to and occupied by Eligible Households and/or Qualifying Persons.</p>
<p>“Discount Price”</p>	<p>No more than 80% of the Open Market Value of the relevant Discount Market Sales Housing dwelling as at the date of any proposed sale as determined in writing by an independent chartered surveyor of not less than ten years standing having experience of residential property within the local area</p>
<p>“Discount Restriction”</p>	<p>A restriction on the sale of each Discount Market Sales Housing dwelling to an Eligible Household and/or a Qualifying Person at a Discount Price in the following form (or such other form agreed with the Council in writing):</p> <p>‘No transfer or lease of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer confirming in respect of the transfer or lease to be registered that either (i) the provisions of paragraph 1.5 of the Affordable Housing Schedule to the Section 106 Agreement dated [     ] and made between Broadland District Council (1) and Norfolk County Council (2) and Drayton Farms Ltd (3) have been complied with or (ii) the Council has confirmed in</p>

	writing that the provisions of the said paragraph 1.5 have been complied with'
"Eligible Household"	a person or persons in need of accommodation who are unable to rent or buy on the open market and in respect of the Affordable Housing for Rent being nominated by the Council in accordance with Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council in writing AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a Shared Ownership Dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and that criteria would prevent its inclusion
"Homes England"	Homes England (the body formerly known as the Homes and Communities Agency) or its 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), discount market sales housing, shared ownership, shared equity and equity loan products as approved by the Council
"Intermediate Housing"	one or more of Discount Market Sales Housing, Intermediate Dwellings, Intermediate Rented Dwellings, Shared Ownership Dwellings, Shared Equity Dwellings or other low cost homes for sale (at a price equivalent to at least 20% below local market value) (or as otherwise agreed by the Council in writing)

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 (and shall not exceed the local housing allowance for that area) as determined by the Council acting reasonably)
"NPPF"	The National Planning Policy Framework including as amended from time to time.
"Open Market Dwelling"	any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Open Market Value"	the best price at which the sale of an interest in the relevant Dwelling would have been completed unconditionally for cash consideration on the date of valuation assuming (i) a willing buyer and a willing seller, (ii) any restrictions imposed on a Dwelling by this Deed are disregarded (iii) there has been a reasonable period within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market (v) and both the buyer and the seller acted knowledgeably prudently and without compulsion.
"Phase"	a Reserved Matters Area or such other phase of the Development as is agreed by the Council to constitute a "Phase" for the purposes of this Schedule (including for the avoidance of any doubt the first such Phase)
"Practically Complete"	completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and Occupation of the Affordable Dwellings and which it would be reasonable to include in a schedule of

	minor snagging items and "Practically Completed" shall be construed accordingly
"Provider"	<p>either:</p> <p>(a) a Registered Provider; or</p> <p>(b) another organisation that owns or is proposed to own the Affordable Dwellings and has been approved in writing by the Council</p>
"Public Subsidy"	funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing
"Qualifying Person"	<p>a person formally approved by/under the government Help to Buy scheme (or any successor scheme approved by the Council), normally not being an existing homeowner and (in descending order of priority) being either:</p> <ul style="list-style-type: none"> <li>- a person who lives in the administrative area of the Council ("Broadland District") evidenced by statutory declaration to that effect of the proposed buyer (or such other evidence as is accepted by the Council) or</li> <li>- a person who has a local connection to Broadland District evidenced by statutory declaration to that effect of the proposed buyer (or such other evidence as is accepted by the Council) or</li> <li>- a person who has a connection to any District Council adjoining the Broadland District evidenced by statutory declaration to that effect of the proposed buyer (or such other evidence as is accepted by the Council)</li> </ul> <p>or such other person as is agreed by the Council in writing</p>

"Registered Provider"	as defined in the Housing and Regeneration Act 2008
"Shared Equity Dwellings"	Dwellings purchased on a shared equity basis whereby not more than 75% (or such other lower percentage the Council may agree) 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 and confirm in writing) 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 in writing (or such other body as the Council may elect)
"Shared Ownership Dwellings"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	<p>a lease in the Homes England approved form from time to time or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"> <li>- 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</li> <li>- power to the purchaser to increase their ownership up to 100% if they so wish</li> <li>- 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)</li> </ul>



	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 Homes England
"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 Homes England or any subsequent replacement or where there is no such replacement at a rent determined by the Council
"Viability Assessment"	an assessment in writing of the economic viability of the Development to be carried out in accordance with Part 3 of this Schedule and in strict accordance with the approach and methodology recommended by the Royal Institution of Chartered Surveyors in the report entitled "RICS Professional Guidance, England, "Financial Viability in Planning" 1st Edition, Guidance Note" (or any subsequent re-enactment) utilising where available direct evidence on sale and costs of any Dwellings in the Development which are in progress or have been completed prior to the date the relevant assessment is carried out in order to determine whether the construction and provision of Affordable Dwellings equating to 33% of the total number of Dwellings in the Development is economically viable (and therefore justified) and in the event that it is so established that it is not economically viable then to determine and justify the revised percentage of Affordable Dwellings applicable to the Development

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development until the Affordable Housing (Site Wide) Scheme has been submitted to and approved in writing by the Council
- 1.2 Not to Commence Development within a Phase until the Affordable Housing (Phase) Scheme for that Phase has been submitted to and approved in writing by the Council
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the relevant Approved Affordable Housing (Phase) Scheme and the timescales and details set out therein;
- 1.4 Not to Occupy the first Open Market Dwelling in any Phase until an exchanged unconditional contract for the sale of the Affordable Dwellings 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 so transferred this obligation shall not apply
- 1.5 Not to offer for sale any Intermediate Dwelling (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Dwellings
- 1.6 In the case of Discount Market Sales Housing Dwellings:
  - 1.6.1 On first sale, not to transfer or otherwise dispose of any Discount Market Sales Housing Dwelling to any person other than an Eligible Household as approved by the Council
  - 1.6.2 On any second or subsequent sale, not to transfer or otherwise dispose of any Discount Market Sales Housing Dwelling to any person other than a Qualifying Person
  - 1.6.3 Not to transfer or otherwise dispose of any Discount Market Sales Housing Dwelling other than subject to a Discount Restriction at any time
  - 1.6.4 On written request, to supply evidence of compliance with the obligations contained in paragraphs 1.5 and 1.6 of this Schedule to the Council

1.7 Unless otherwise agreed with the Council in respect of each and every Phase including for the avoidance of doubt the first Phase:

(a) not to Occupy more than 40% of the Open Market Dwellings until 30% of the Affordable Dwellings to be provided are Practically Complete in accordance with the relevant Approved Affordable Housing (Phase) Scheme

(b) not to Occupy more than 60% of the Open Market Dwellings until 60% of the Affordable Dwellings to be provided are Practically Complete in accordance with the relevant Approved Affordable Housing (Phase) Scheme

(c) not to Occupy more than 80% of the Open Market Dwellings until 100% of the Affordable Dwellings to be provided are Practically Complete in accordance with the relevant Approved Affordable Housing (Phase) Scheme

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

1.7.1 (unless otherwise agreed with the Council) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;

1.7.2 free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;

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

1.7.4 any other terms to secure any conditions and requirements of the relevant Approved Affordable Housing (Phase) Scheme

- 1.8 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the relevant Approved Affordable Housing (Phase) Scheme PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:
- 1.8.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;
- 1.8.2 a person who has stair-cased 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
- 1.8.3 any mortgagee or chargee of any of the persons set out in paragraphs 1.8.1 and 1.8.2 above (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"));
- 1.8.4 any mortgagee or chargee (or any Receiver of such mortgagee or chargee) of a person to whom a Provider grants a Shared Ownership Lease;
- 1.8.5 a mortgagee or chargee (or any Receiver of such mortgagee or chargee) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT such mortgagee, chargee or Receiver 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 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

1.8.6 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.8 (including their successors in title)

1.9 In respect of the Affordable Housing for Rent to comply with the requirements of the Local Letting Policy: Local Connection Eligibility Criteria at Part 2 of this Schedule and to ensure that 100% of the Affordable Housing for Rent are let in accordance and compliance with that criteria



## Part 2

### Nominations

#### Local Letting Policy: Local Connection Eligibility Criteria

- 1 Unless otherwise agreed in writing up to one third (or such other amount as the Council shall reasonably require or agree) of the Affordable Housing for Rent (as chosen by the Council) shall be let on first Occupation in accordance with the local lettings policy set out below:
  - 1.1 first allocations shall be made to people living in the Parish of Drayton.
  - 1.2 If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Drayton; and
  - 1.3 If there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the Parish of Drayton to give/receive support to/from close family.
  - 1.4 If there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 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 a person or persons in need of accommodation who are unable to rent or buy on the open market and are approved by the Council in writing.

#### Administrative Procedure for Nominations

- 2 The Council shall be granted nomination rights to 100% of the Affordable Housing for Rent unless otherwise agreed in writing.
- 3 The administrative procedure for nominations under paragraph 2 of this Part 2 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.

### Part 3

#### Viability Assessment

- 1 In the event that the Owner submits to the Council a Viability Assessment ("the Viability Assessment") seeking to amend the Affordable Housing Provision then the terms of this Part 3 shall apply.
- 2 The Viability Assessment shall make a determination and recommendation on whether or not it is economically viable to construct and provide Affordable Dwellings equating to 33% of the total number of Dwellings to be constructed and provided.
- 3 In the event that the Viability Assessment determines and recommends that the construction and provision of Affordable Dwellings equating to 33% of the total number of Dwellings to be constructed and provided is not economically viable the Viability Assessment shall make a further determination and recommendation as to the percentage of Affordable Dwellings (and the Affordable Housing Mix) which it is economically viable to construct and provide.
- 4 When submitting the Viability Assessment to the Council the Owner shall confirm to the Council in writing that he accepts the determination and recommendation of the Viability Assessment
- 5 For the avoidance of doubt the Owner shall not construct the Development otherwise than in accordance with any Approved Affordable Housing (Site Wide) Scheme and Approved Affordable Housing (Phase) Scheme(s) until the Council has either accepted (in accordance with the provisions of paragraph 6.1 below) the findings and recommendations of the Viability Assessment or any disagreement on the Council's part has been resolved utilising the procedure set out at paragraph 6.3 below and a revised Affordable Housing Provision has thereby either been agreed with the Council or determined under paragraph 6.3 of this Part 3 (as the case may be)
- 6 The Council and the Owner hereby covenant and agree with each other as follows:

6.1 Within 30 working days of receipt of the Viability Assessment from the Owner (together with the information required under paragraphs 2 to 4 above) the Council shall confirm in writing to the Owner whether it:

6.1.1 accepts the findings and recommendations of the Viability Assessment ("the Acceptance Notice"); or

6.1.2 rejects (with reasons) the findings and recommendations of the Viability Assessment ("the Non-Acceptance Notice")

6.2 If the Council through the issue of the Acceptance Notice accepts the findings and recommendations of the Viability Assessment then the Affordable Housing Provision shall be as determined and recommended by the Viability Assessment

6.3 If the Council issues a Non-Acceptance Notice then the Owner may submit a revised Viability Assessment to the Council and/or either Party may immediately refer the dispute to the expert appointed in accordance with the provisions of clause 5 hereof ("the Appointed Expert") and the determination of the Appointed Expert as to the Affordable Housing Provision shall be binding on the Parties (save in the event of manifest error) and the Affordable Housing Provision shall be that determined by the Appointed Expert PROVIDED THAT if both Parties agree in writing not to refer the dispute to the Appointed Expert for a specified period of time to allow negotiations to settle the dispute by consent to take place then the ability of either Party to refer the dispute to the Appointed Expert pursuant to this paragraph 6.3 shall cease and then only arise again on the expiry of such agreed period AND FOR THE AVOIDANCE OF DOUBT it is agreed that if the negotiations referred to above result in the dispute being settled by consent then the Affordable Housing Provision shall be that agreed in writing between the Parties following the successful conclusion of the negotiations

## Part 4

### Affordable Housing Contribution

1. This Part 4 shall apply only where the Affordable Housing Provision has been reduced below 33% of the total number of Dwellings as a result of a Viability Assessment submitted under Part 3 of this Schedule.
2. In this Part of this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

"Affordable Housing Contribution"	the sum equivalent to 50 per cent of the amount by which the Profit Margin exceeds 20 per cent of the Gross Sales Receipts from the sale of the Dwellings (and for the avoidance of any doubt the reference to "Dwellings" in this context shall be taken as referring to all of the Dwellings comprised in the Development) and not exceeding the Affordable Housing Contribution Cap
-----------------------------------	--

"Affordable Housing Contribution Cap"	<p>the sum determined by <math>(A - B) \times C</math> where</p> <p>A = the Total Number of Dwellings multiplied by 33% and rounded to the nearest whole number</p> <p>B = the number of Affordable Dwellings Practically Completed</p> <p>C = £60,000 subject to the Inflation Provision</p> <p>where the "Total Number of Dwellings" means the total number of Dwellings approved under any Reserved Matters Approval that has been implemented (Provided That Dwellings shall not be counted twice where more than one Reserved Matters Approval is granted in respect of such Dwellings)</p>
---------------------------------------	--

**"Development Costs"**

the costs reasonably and properly incurred by the Owner in the construction and delivery of the Development and disposal of the Dwellings which for the avoidance of doubt shall include

- (a) site investigations; site clearance; design and build; on and off-site infrastructure and highway works; servicing; securing and complying with consents (including planning permission, reserved matters approvals and planning appeals relating thereto); entering into and complying with legal agreements and statutory agreements (including this Deed); Community Infrastructure Levy; finance costs; professional, project management, sales, marketing and legal costs and disposal costs (including professional fees, selling incentives and costs associated with show houses and publicity) but excluding any taxes and all as approved by the Valuer
- (b) the cost of acquiring the Site calculated and agreed between the Council and the Owner (or in default thereof by the expert appointed in accordance with the provisions of clause 5 hereof) by reference to the benchmark land value of the Site

**Gross Sales Receipts"**

the total consideration in money or money's worth received for the sale of each Dwelling PROVIDED THAT where any Dwellings have not yet been sold the anticipated sale price for those Dwellings shall be included as approved by the Valuer



“Open Book Analysis” full accounts of the Gross Sales Receipts and the Development Costs and identifying the Profit Margin with supporting documentation (where appropriate) prepared and certificated by the Owner’s auditors or other suitable qualified professional and which is to be submitted to the Valuer for approval in accordance with paragraph 3.1 of this Part 4 Where any amounts of income value or costs are not realised by the date of the Open Book Analysis reasonable estimates thereof shall be provided and approved by the Valuer and any items not attributable wholly to the Gross Sales Receipts or Development Costs of the Dwellings shall be reasonably apportioned

“Profit Margin” the Gross Sales Receipts less the Development Costs as determined in accordance with the Open Book Analysis

“Valuer” a valuer employed by the valuation office agency or an expert recommended by Homes England or such other suitable and independent person, company or other body approved by the Council

3. In the event that the Affordable Housing Provision has been reduced below 33% of the total number of Dwellings as a result of a Viability Assessment submitted under Part 3 of this Schedule, the Owner hereby covenants with the Council as follows:

3.1 Not to Occupy or allow Occupation of more than 90% of the Dwellings comprised in the Development unless and until:

- 3.1.1 the Owner has submitted the Open Book Analysis to the Valuer for approval and the Valuer has approved the Open Book Analysis and the level of Affordable Housing Contribution (if any) arising therefrom;
  - 3.1.2 the Affordable Housing Contribution as approved by the Valuer has been paid to the Council or the Open Book Analysis as approved by the Valuer shows that the Affordable Housing Contribution is nil
- 3.2 The Owner shall provide to the Valuer such further reasonable information and evidence as he reasonably deems necessary to verify the accuracy or appropriateness of any information contained within any Open Book Analysis within 14 days of demand (or such other period agreed with the Valuer)
- 3.3 The Owner shall pay the Valuer's reasonable and proper costs in connection with each Open Book Analysis within 30 days of written demand to the Council and the Council shall pay such costs received from the Owner across to the Valuer

## Schedule 2

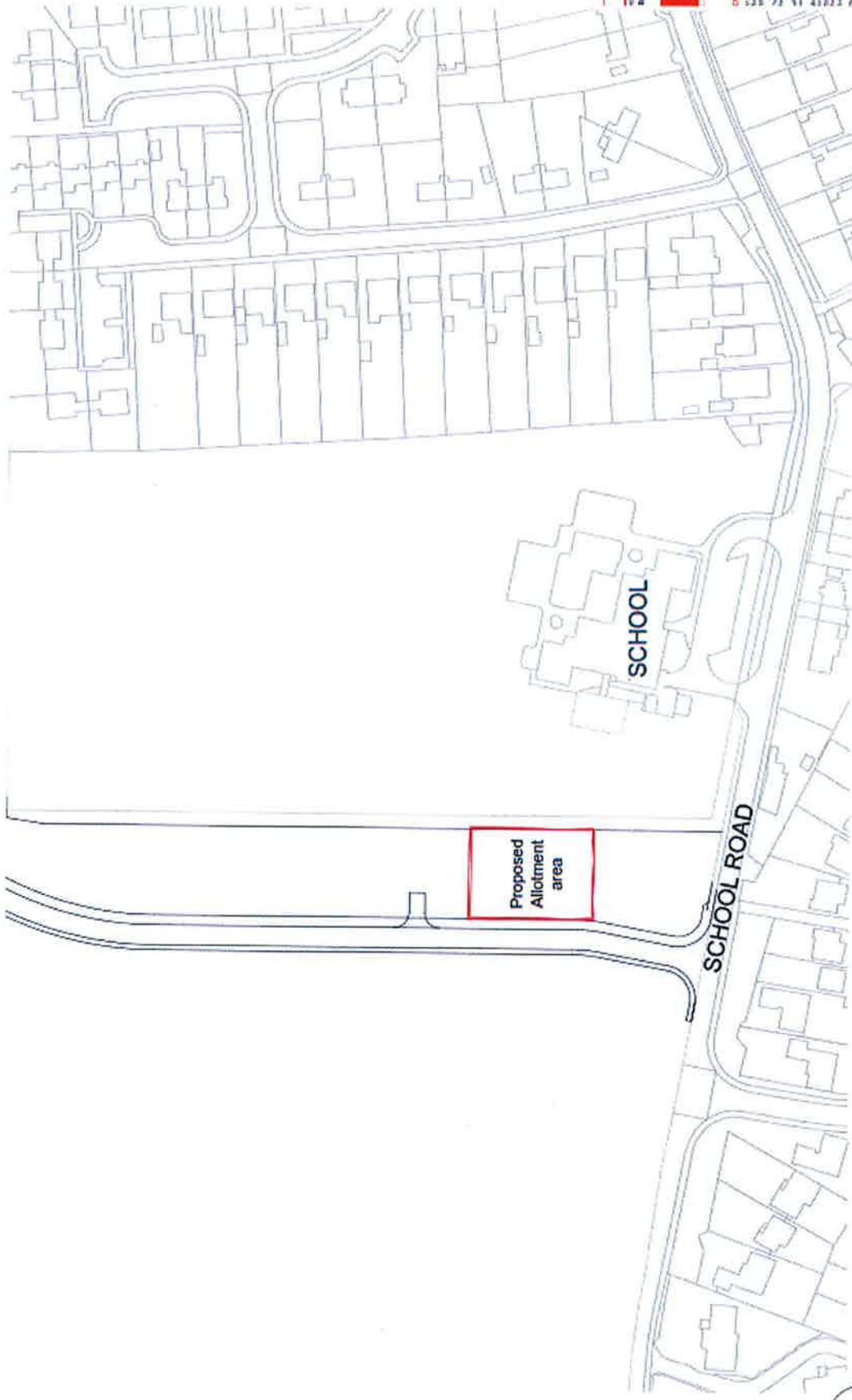
### Open Space, Attenuation Basin and Allotments

#### Part 1

#### Owner Obligations

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


"Allotment Land"	land to be set aside to be used as allotments in accordance with the Approved Allotment Scheme at the Site being a maximum size of 1,000 square metres and shown edged red on drawing 5162 labelled "Proposed Allotment Area" annexed hereto (or such other drawing as is approved by the Council in writing)
"Allotment Land Call Notice"	a written notice served by the Council on the Owner no earlier than Occupation of the 150 <sup>th</sup> Dwelling and no later than the date of Completion of the final Dwelling such notice to require the allotments to be laid out on the Allotment Land and transferred to the Parish Council
"Allotments Lease Provisions"	<p>a lease of the Allotment Land in accordance with the reasonable requirements of the Council in consultation with Drayton Parish Council to include:</p> <ul style="list-style-type: none"><li>- the transfer of the leasehold estate of the Allotment Land Unencumbered for a period of 99 years</li><li>- at an annual peppercorn rent</li><li>- the benefit of all necessary rights and easements</li><li>- obligations to maintain and repair any communal areas including the private road and the parking spaces</li></ul>



PLAN	DESCRIPTION	STATUS
1	PROPOSED	APPROVED

PLANNING	
Draxton Farms Ltd	
Manor Park	
Draxton	
Proposed Allotment Area	
5162	
050719	1.12.2008/3
050719	1.12.2008/3
050719	1.12.2008/3

N. H.   
 DIRECTOR

CW  
 62568

PROPOSED ALLOTMENT AREA

8009  
  
 C. Moorhead

	<ul style="list-style-type: none"> <li>- a requirement that Drayton Parish Council's reasonable conveyancing fees and disbursements of up to £3,000 in total are paid for by the Owner</li> </ul>
"Allotments Scheme"	<p>a scheme including plans drawings and specifications showing but not limited to the layout and design of the allotments including details of any landscaping and access arrangements and secure fencing to also include the following;</p> <ul style="list-style-type: none"> <li>- a timetable for delivery of the Allotment Land</li> <li>- details of the ongoing management and maintenance of the Allotment Land</li> <li>- such other information as the Council may reasonably require to enable approval of the Allotments Scheme</li> </ul>
"Approved Allotment Scheme"	the Allotments Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
"Approved Open Space Scheme"	an Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
"Approved Attenuation Scheme"	the Attenuation Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
"Attenuation Basin"	an Attenuation Basin on the Site for the purposes of the drainage of surface water at the Site
"Attenuation Scheme"	a scheme including plans drawings and specifications showing but not limited to the layout and design of the Attenuation Basin (or such alternative drainage solution as is agreed with the Council in writing) including details

of any landscaping and access arrangements and fencing to also include the following;

- a timetable for delivery of the Attenuation Basin (or alternative drainage solution, as applicable)
- details of the ongoing management and maintenance of the Attenuation Basin (or alternative drainage solution, as applicable)
- such other information as the Council may reasonably require to enable approval of the Attenuation Scheme

"Clear"	a site that is free from any known physical hazards that impede building both above and below ground (including, but not limited to, land contamination, electricity pylons, invasive plants such as Japanese knotweed, ponds, ditches or watercourses, void spaces including wells, sumps and pits, asbestos and problems with site access)
"Management Company"	any company which has been set up for the purposes of managing and maintaining the Open Space and/or the Attenuation Basin (as the context requires)
"Off-Site Open Space Contribution"	a financial contribution of £157,027 towards the provision of equipment at, and the maintenance of, the play area at Florence Carter Memorial Park maintenance of play areas and the intensification of use of sports provision at King George V and Longdale playing fields and generally in the Parish of Drayton such contribution to be increased in line with the Inflation Provision
"Open Space"	land within the Site to be set aside and used as public open space which may include areas for sports, play (toddler and junior), green infrastructure and other recreational facilities in line with Open Space Policies but which shall not be required to include more than one play area within the Site



"Open Space Policies"	<p>the policies contained in the Council's Residential Development Supplementary Planning Document including policy EN1 biodiversity &amp; habitats, EN3 green infrastructure and RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision therefor) relating to the provision of open space, recreation, sport, green infrastructure and other similar types of amenity land and facilities</p>
"Open Space Scheme"	<p>a scheme securing Open Space within a Reserved Matters Area and containing in respect of that Reserved Matters Area:</p> <ul style="list-style-type: none"> <li>- full details of the amount of any sport, play, allotment and green infrastructure provision (as applicable) to be provided in line with the Open Space Policies</li> <li>- the extent, location and boundaries of the Open Space;</li> <li>- details of the design and layout of the Open Space all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications;</li> <li>- details of the ongoing management and maintenance of the Open Space;</li> <li>- such other information as the Council may reasonably require to enable approval of the Open Space Scheme</li> </ul>
"Unencumbered"	<p>in respect of the Allotment Land and Attenuation Basin free from all adverse rights, easements, restrictions or other encumbrances to which the Site is not subject as at the date of this Deed and which would interfere with the use of the Allotment Land as allotments or the Attenuation Basin as a drainage facility and all legal</p>

encumbrances which might result in additional cost or liability not normally associated with the aforementioned uses of the Allotment Land or Attenuation Basin (as applicable) but specifically excluding obligations imposed by this Deed and/or in respect of future maintenance and repair

The Owner hereby covenants with the Council as follows:

**1      Off-Site Open Space Contribution**

- 1.1      To pay £49,569 (increased in line with the Inflation Provision) as the first instalment of the Off-Site Open Space Contribution to the Council prior to Occupation of 50 Dwellings;
- 1.2      Not to Occupy more than 50 Dwellings until £49,569 (increased in line with the Inflation Provision) has been paid to the Council as the first instalment of the Off-Site Open Space Contribution;
- 1.3      To pay £51,527 (increased in line with the Inflation Provision) as the second instalment of the Off-Site Open Space Contribution to the Council prior to Occupation of 100 Dwellings;
- 1.4      Not to Occupy more than 100 Dwellings until £51,527 (increased in line with the Inflation Provision) has been paid to the Council as the second instalment of the Off-Site Open Space Contribution;
- 1.5      To pay the remainder of the Off-Site Open Space Contribution to the Council prior to Occupation of 200 Dwellings;
- 1.6      Not to Occupy more than 200 Dwellings until the remainder of the Off-Site Open Space Contribution has been paid to the Council;

## **2     On-Site Open Space**

- 2.1     Not to Commence the Development within a Reserved Matters Area pursuant to a Reserved Matters Approval until the Open Space Scheme for that Reserved Matters Area has been submitted to the Nominated Officer;
- 2.2     Not to Occupy more than 80% of the Dwellings within that Reserved Matters Area until the Open Space for that Reserved Matters Area has been provided in accordance with the relevant Approved Open Space Scheme;
- 2.3     To thereafter procure maintenance of the Open Space to a standard suitable for use by members of the public as approved by the Nominated Officer such approval not to be unreasonably withheld or delayed;
- 2.4     Where any Approved Open Space Scheme provides that Open Space is to be managed by a Management company, not to Occupy more than 85% of the Dwellings in the Development until:
  - 2.4.1     the Management Company has been created to the satisfaction of the Council;
  - 2.4.2     the memorandum and articles of association of the Management Company has been submitted to the Nominated Officer for approval; and
  - 2.4.3     the Open Space has been transferred to the Management Company;

## **3     Attenuation Basin**

- 3.1     Not to Commence Development until the Attenuation Scheme has been submitted to and approved in writing by the Council;
- 3.2     To comply with the Approved Attenuation Scheme and to thereafter maintain the Attenuation Basin (or such alternative drainage solution as is agreed with the Council in writing) Unencumbered to a standard suitable as approved by the Nominated Officer until the Attenuation Basin (or alternative drainage solution, as applicable) is transferred or its maintenance secured in accordance with the Approved Attenuation Scheme;

- 3.3 Where any Approved Attenuation Scheme provides that the Attenuation Basin is to be managed by a Management Company, not to Occupy more than 85% of the Dwellings in the Development until:
- 3.4 the Management Company has been created to the satisfaction of the Council;
- 3.5 the memorandum and articles of association of the Management Company has been submitted to the Nominated Officer for approval; and
- 3.6 the Attenuation Basin has been transferred to the Management Company

#### **4 Allotments**

- 4.1 Not to Commence or allow Commencement of the Development unless and until the Allotments Scheme has been submitted to the Council for Approval;
- 4.2 Not to Occupy or allow Occupation of more than 50 Dwellings unless and until the Allotments Scheme has been approved in writing by the Nominated Officer;
- 4.3 To keep the Allotment Land Clear and Unencumbered until Completion of the final Dwelling or (if earlier) the transfer of the Allotment Land pursuant to an Allotment Land Call Notice;
- 4.4 Within 4 months of service of the Allotment Land Call Notice (or, if later, within 4 months of approval of the Allotments Scheme by the Council) to lay out the allotments on the Allotment Land in accordance with the Approved Allotment Scheme and to deliver to Drayton Parish Council an executed transfer of the leasehold of the Allotment Land which accords with the Allotment Lease Provisions with an irrevocable authority to complete;
- 4.5 Following transfer of the Allotment Land pursuant to an Allotment Land Call Notice the Allotment Land shall be managed and maintained and used only for allotments unless otherwise agreed in writing with the Council;

PROVIDED THAT if the Council does not serve the Allotment Land Call Notice on the Owner before the Completion of the final Dwelling the Allotment Land may be developed or used for purposes other than allotments subject to the Owner obtaining any necessary statutory consents.

## Part 2

### Council Obligations

The Council covenants with the Owner as follows:

5.1 to deposit any Off-Site Open Space Contribution received under this Deed in an interest bearing account and apply the capital and any interest accrued towards the purposes for which the contribution was paid;

5.2 to make available to the Owner such information as the Council can reasonably be expected to provide in response to requests from the Owner as to how the Off-Site Open Space Contribution has been or is proposed to be spent;

5.3 in the event that the Off-Site Open Space Contribution has not been committed (by way of contract or expenditure of monies) in accordance with this Deed within 5 years of Occupation of 200 Dwellings to refund any unspent balance of the contribution to the payer together with any interest accrued.

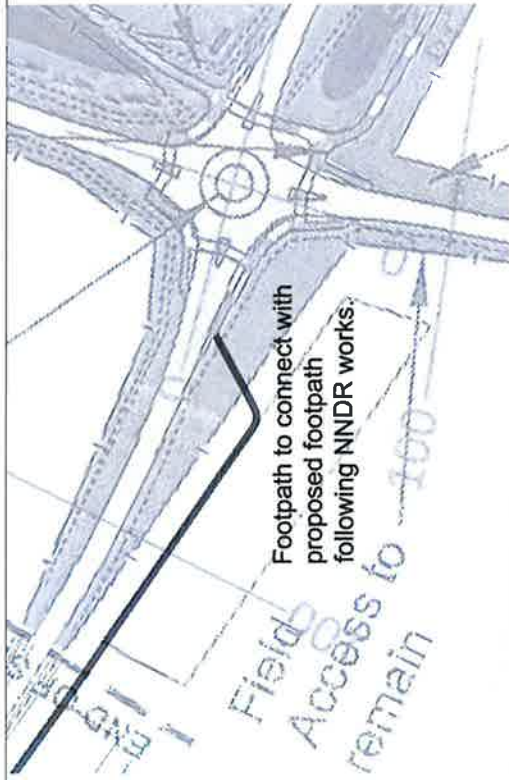
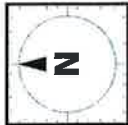
### Part 3

#### Green Infrastructure

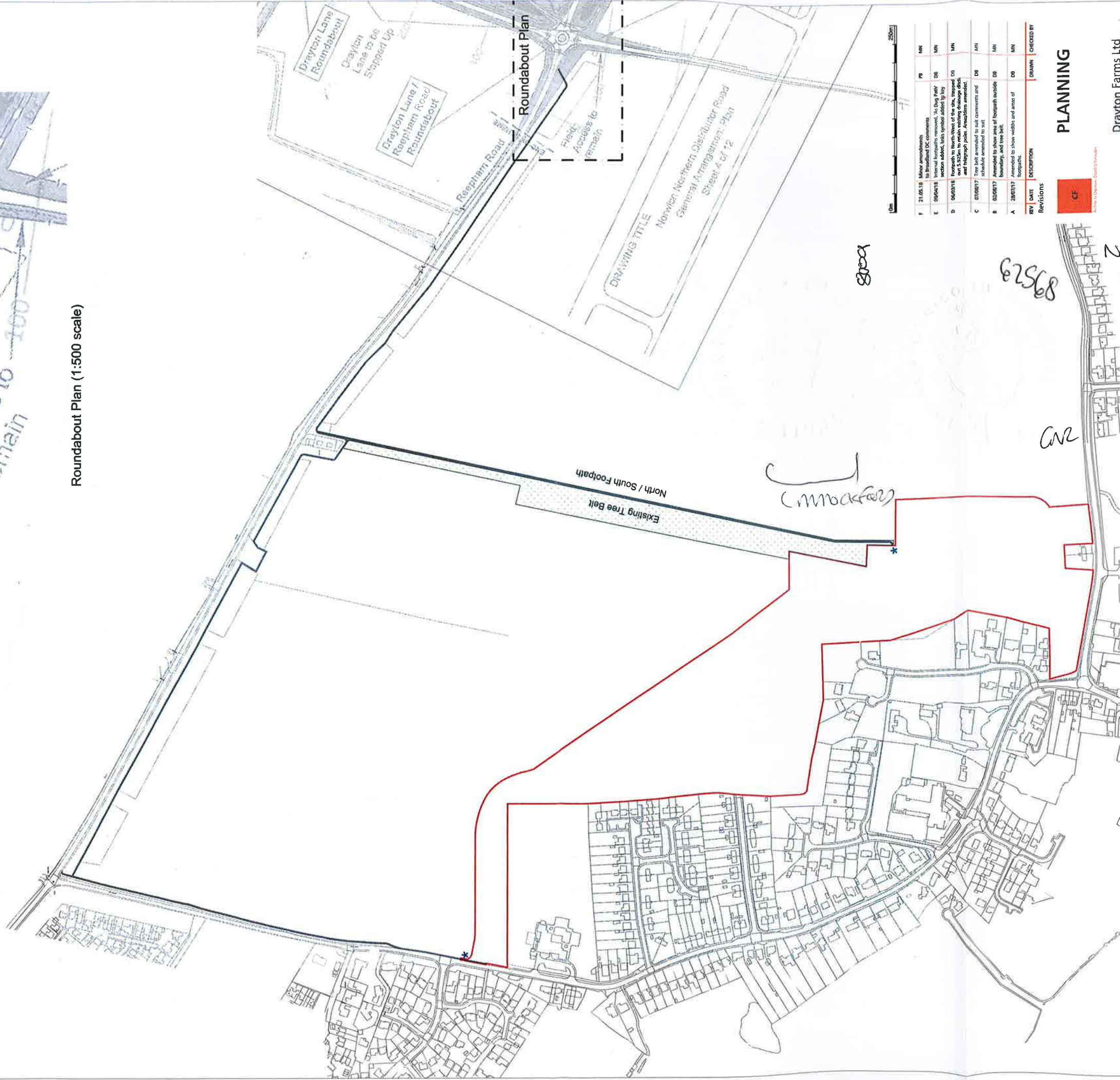
In this Part 3 of this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

"Footpath Land Owner"	The freehold owner of the land on which the Footpaths are to be located;
"Footpaths"	The Reepham Road Footpath, the North/South Footpath and the School Road Footpath to be delivered in accordance with this Deed and the specifications shown on drawings 5162-56-F and 5162-57-C (or such other specification as is agreed with the Council in writing);
"Green Infrastructure"	The green infrastructure to be delivered in the vicinity of the Site to include the Footpaths and the landscaping adjacent to the electricity substation (to be delivered pursuant to the requirements of the relevant approved Reserved Matters Application) and the seating area (providing one seat) adjacent to the North/South Footpath (to be delivered pursuant to the requirements of the relevant approved Reserved Matters Application);
"Green Infrastructure Management Scheme"	A scheme detailing arrangements for securing the ongoing management and maintenance of the Green Infrastructure including the body to be responsible for such management and maintenance;
"Green Infrastructure Commuted Sum"	A contribution of £114,932 (increased in line with the Inflation Provision) to be used by the Council towards the management and maintenance of the Green Infrastructure in accordance with the Green Infrastructure Management Scheme;

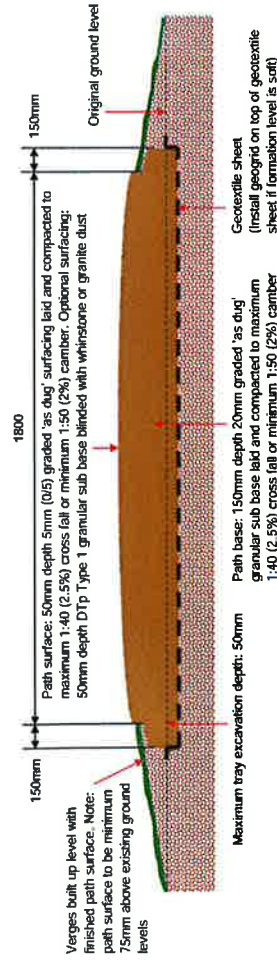




Roundabout Plan (1:500 scale)



Site Plan (1:2500 scale)



Footpath  
Site Boundary  
Existing Ditch  
Section 106:  
The dedication of land in the Parish of Drayton Norfolk for highways purposes  
Link to internal development footpath



Specification of Footpath Parallel to Reepham Road (1:20 scale)  
(Footpath Parallel to School Road shown on drawing 5162-57c)

REV	DATE	DESCRIPTION	DRAWN	CHECKED BY
1	21/05/18	Minor amendments to finalised DC comments	PM	MM
2	09/06/18	Internal footpath removal, 'as dug' path section added, links symbol added by key	DS	MM
3	04/07/18	Footpath to North-West of the site, proposed DS	DS	MM
4	04/07/18	Footpath to North-West of the site, proposed DS	DS	MM
5	07/07/17	Tree belt amended to suit comments and schedule amended to suit	DS	MM
6	02/07/17	Amended to show area of footpath vehicle boundary, and tree belt	DS	MM
7	28/07/17	Amended to show widths and areas of footpaths	DS	MM

## PLANNING

Drayton Farms Ltd  
Manor Park  
Drayton

Footpath Diagram

5162

F

July 2017

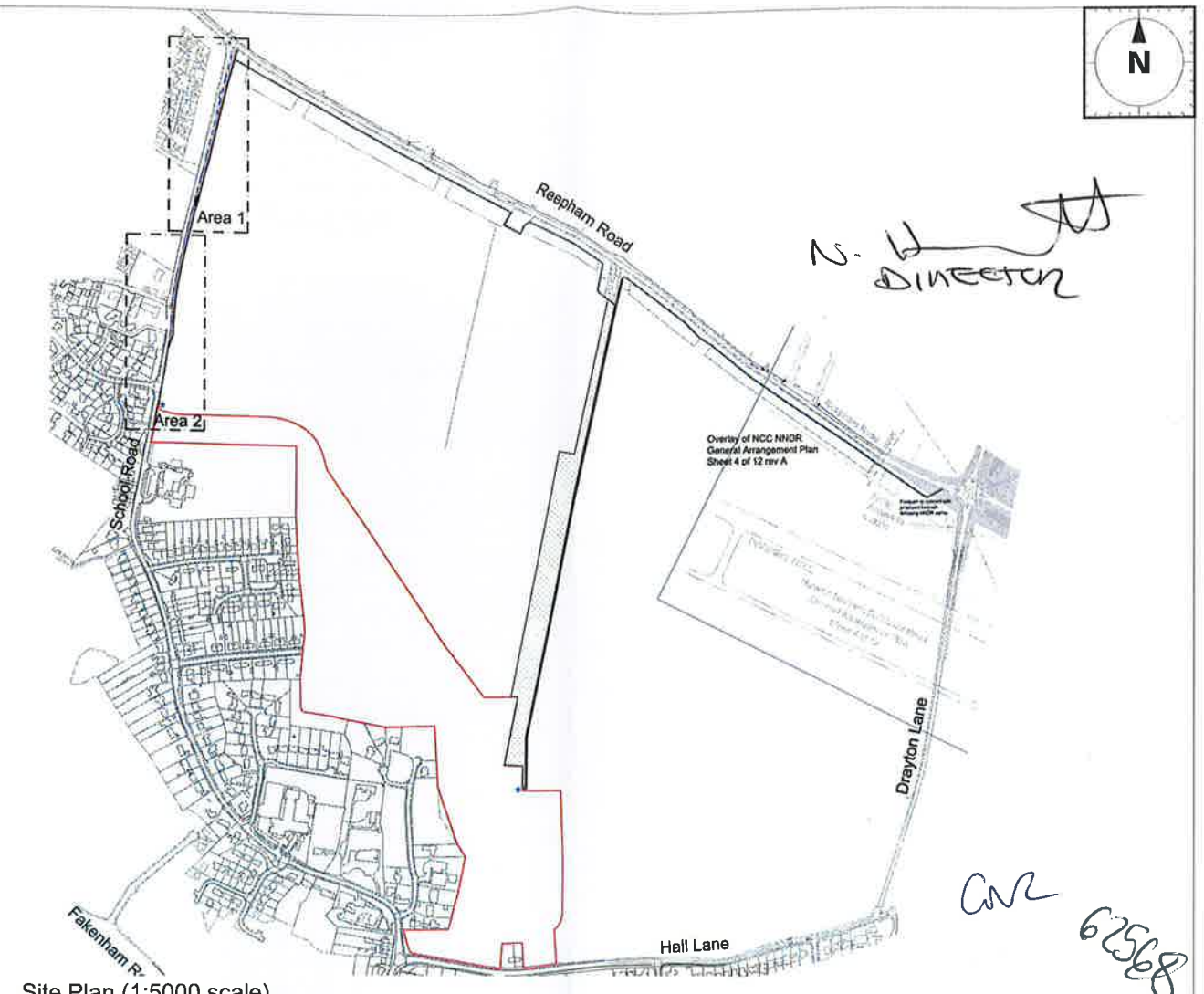
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DS

mm

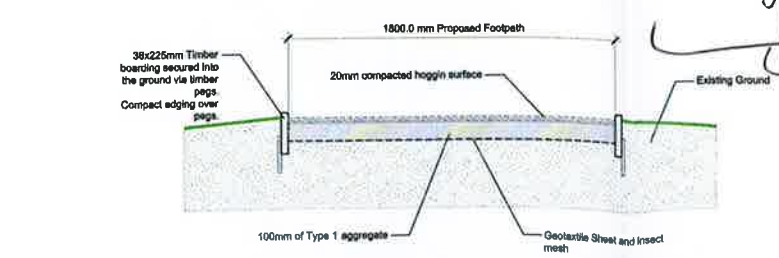
5162-57c



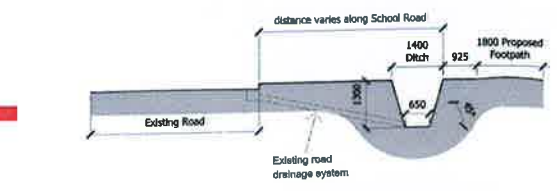


- Footpath
- Site Boundary
- Existing Ditch
- Section 106: 'The dedication of land in the Parish of Drayton Norfolk for highways purposes'
- Link to internal development footpath

Key



Specification of Footpath Parallel to School Road (1:20 scale)  
(Footpath Parallel to Reepham Road shown on drawing 5162-56f)



Typical Section through School Road ditch (1:100 scale)

REV	DATE	DESCRIPTION	DRAWN	CHECKED BY
C	21.05.18	Minor amendments to Broadland DC comments	FE	MN
B	09.04.18	Footpath through site has been removed.	DB	MN
A	26.03.18	Push Specification changed, south part of footpath removed from site plan, text removed and drawing name amended.	DB	MN

**PLANNING**

CF

Chaplin Farrant Limited  
51 Yarmouth Road  
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NR7 0ET  
Tel: 01603 700000  
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Winchester  
Southampton  
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Check all dimensions and report any errors or omissions.  
Do not scale from this drawing.

Drayton Farms Ltd  
Manor Park  
Drayton

School Road Footpath

5162

57

07.2017

DB

as shown@A1

mn

"Nominated Body"	The body specified in the approved Green Infrastructure Management Scheme as being responsible for managing and maintaining the Green Infrastructure;
"North/South Footpath"	The footpath between the sub-station on Reepham Road and the eastern boundary of the development and shown on drawing 5162-56 F
"Reepham Road Footpath"	The footpath between the junction with School Road and Reepham Road and the roundabout on Reepham Road with Drayton Lane and shown on drawing 5162-56 F
"School Road Footpath"	The footpath between the vehicular access to the development on School Road and Reepham Road and shown on drawing 5162-57-C

1. The Owner covenants with the Council as follows:
  - 1.1 To submit the Green Infrastructure Management Scheme to the Council for approval prior to Occupation of 100 Dwellings;
  - 1.2 Not to Occupy more than 100 Dwellings until the Green Infrastructure Management Scheme has been approved in writing by the Council;
  - 1.3 Not to Occupy more than 100 Dwellings until the School Road Footpath has been delivered in accordance with the specification shown on drawing 5162-57- C (or such other specification as is agreed with the Council in writing);
  - 1.4 Not to occupy more than 150 dwellings until the Reepham Road Footpath has been delivered in accordance with the specification shown on drawing 5162-56 F (or such other specification as is agreed with the Council in writing);
  - 1.5 Not to occupy more than 200 Dwellings until the North/South footpath has been delivered in accordance with the specifications shown on drawing no.5162-56 F (or such other specification as is agreed with the Council in writing);



- 1.6 Subject to paragraph 2 and unless otherwise agreed with the Council, to pay to the Council the Green Infrastructure Commuted Sum prior to Occupation of 200 Dwellings;
- 1.7 Subject to paragraph 2 and unless otherwise agreed with the Council, not to Occupy more than 200 Dwellings until the Green Infrastructure Commuted Sum has been paid to the Council;
- 1.8 To submit a revised Green Infrastructure Management Scheme to the Council for approval in the circumstances set out in paragraph 5.2.3 of this Schedule.
2. It is hereby agreed between the Parties that the Green Infrastructure Commuted Sum shall not be required to be paid to the Council until the Nominated Body has provided the Footpath Land Owner with the following:
  - 2.1 a full written indemnity on terms acceptable to the Footpath Land Owner in respect of any liability claims or proceedings whatsoever arising under statute or common law in respect of the use by the public of the Green Infrastructure and in respect of the execution of works by or on behalf of the Nominated Body for the management and maintenance of the Green Infrastructure; and
  - 2.2 evidence of insurance being held by the Nominated Body on terms acceptable to the Footpath Land Owner against any liability claims or proceedings whatsoever arising under statute or common law in respect of the public use of the Green Infrastructure and in respect of the execution of works by or on behalf of the Nominated Body for the management and maintenance of the Green Infrastructure.
3. It is hereby agreed between the Parties that the Green Infrastructure shall not be required to be open to the public until the following are satisfied:
  - 3.1 the requirements of paragraphs 2.1 and 2.2 of this Schedule have been satisfied;
  - 3.2 the Green Infrastructure Management Scheme has been approved by the Council;
  - 3.3 the Green Infrastructure Commuted Sum has been paid to the Nominated Body; and

- 3.4 if the Council is not the Nominated Body, the commitments set out in paragraph 4 of this Schedule have been secured from the Nominated Body.
4. The Owner covenants with the Council that if the approved Green Infrastructure Management Scheme specifies that a body other than the Council shall be the Nominated Body the Owner shall secure the following as commitments to the Council and the Footpath Land Owner from the Nominated Body:
- 4.1 that the Nominated Body will manage and maintain the Green Infrastructure in accordance with the approved Green Infrastructure Management Scheme;
- 4.2 that the Nominated Body will deposit the Green Infrastructure Commuted Sum in an interest bearing account and apply the capital and any interest accrued towards the management and maintenance of the Green Infrastructure in accordance with the approved Green Infrastructure Management Scheme and for no other purpose;
- 4.3 that the Nominated Body will make available to the Council and the Footpath Land Owner information in response to requests from the Council as to how the Green Infrastructure Commuted Sum has been or is proposed to be spent;
- 4.4 in the event that the Green Infrastructure Commuted Sum has not been committed (by way of contract or expenditure of monies) within 10 years of receipt of payment of the Green Infrastructure Commuted Sum to refund any unspent balance of the Green Infrastructure Commuted Sum to the party that paid the Green Infrastructure Commuted Sum to the Council pursuant to paragraph 1.6 of this Schedule;
5. The Council covenants with the Owner as follows:
- 5.1 If the approved Green Infrastructure Management Scheme specifies that the Council shall be the Nominated Body:
- 5.1.1 Following receipt of the Green Infrastructure Commuted Sum the Council shall manage and maintain the Green Infrastructure in accordance with the approved Green Infrastructure Management Scheme;
- 5.1.2 the Council shall deposit the Green Infrastructure Commuted Sum in an interest bearing account and apply the capital and any interest accrued towards

the management and maintenance of the Green Infrastructure in accordance with the approved Green Infrastructure Management Scheme and for no other purpose; and

5.1.3 in the event that the Green Infrastructure Commuted Sum has not been committed (by way of contract or expenditure of monies) within 10 years of receipt of payment of the Green Infrastructure Commuted Sum the Council shall refund any unspent balance of the contribution to the payer together with any interest accrued.

5.2 If the approved Green Infrastructure Management Scheme specifies that a body other than the Council shall be the Nominated Body:

5.2.1 subject to paragraph 5.2.2 of this Schedule, as soon as practicable following receipt of the Green Infrastructure Commuted Sum under paragraph 1.6 of this Schedule the Council shall pay the Green Infrastructure Commuted Sum to the Nominated Body for use towards the management and maintenance of the Green Infrastructure;

5.2.2 the Council shall not pay the Green Infrastructure Commuted Sum to the Nominated Body until the requirements of paragraphs 2.1 and 2.2 of this Schedule have been satisfied and until the commitments listed in paragraph 4 of this Schedule have been secured from the Nominated Body;

5.2.3 if the commitments listed in paragraph 4 of this Schedule have not been secured from the Nominated Body within 3 months of receipt by the Council of the Green Infrastructure Commuted Sum, the Council shall:

- (i) consider a revised Green Infrastructure Management Scheme submitted by the Owner, which may specify an alternative Nominated Body; and
- (ii) following approval of a revised Green Infrastructure Management Scheme by the Council, the Parties shall comply with the terms of this Part 3 of this Schedule in respect of any such revised Green Infrastructure Management Scheme.



- 5.3 The Council shall make available to the Owner such information as the Council can reasonably be expected to provide in response to requests from the Owner as to how the Green Infrastructure Commuted Sum has been or is proposed to be spent.

### **Schedule 3**

#### **Surgery Land**

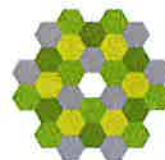
#### **Owner's Obligations**

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

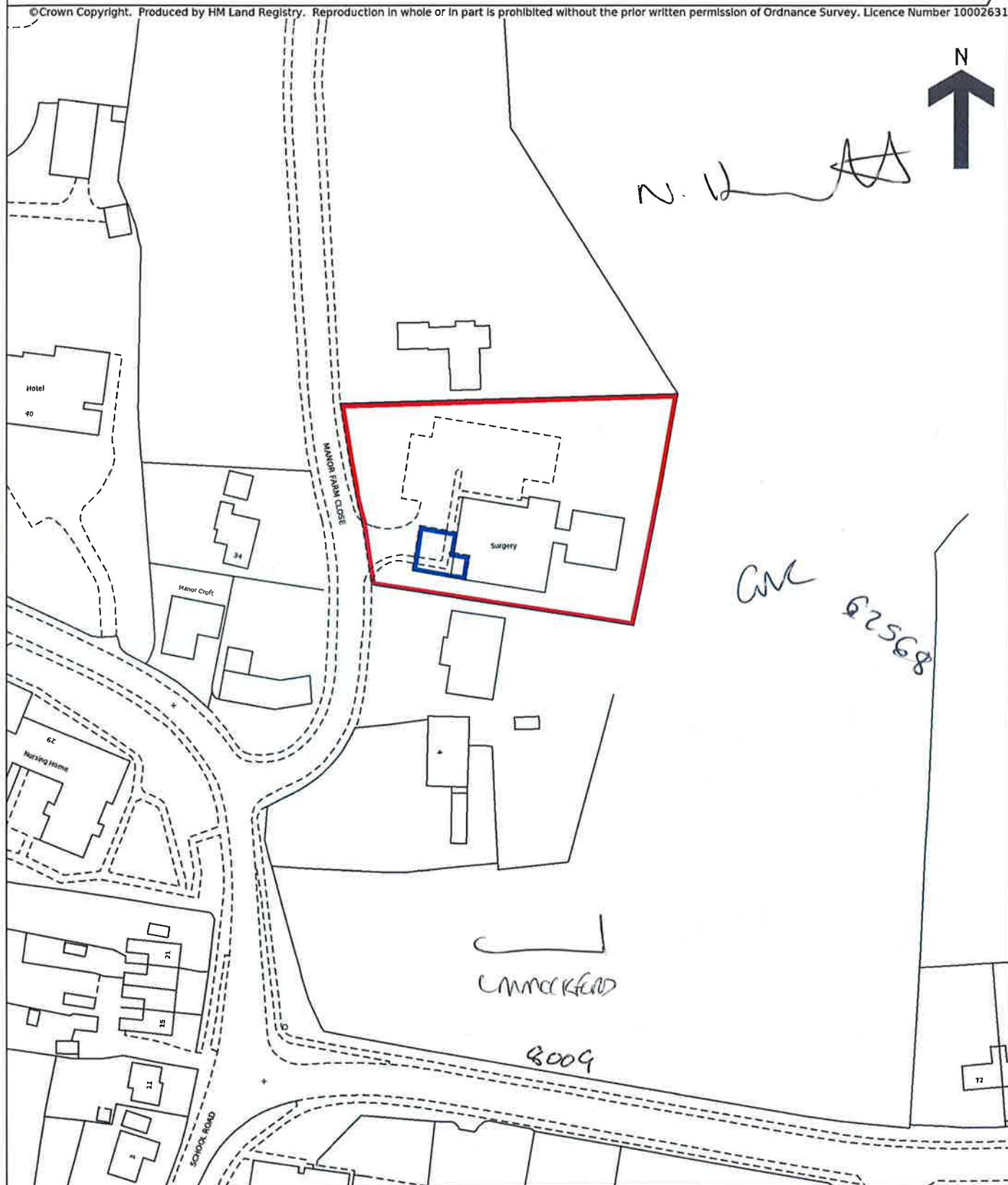
"Clear"	in a physical condition suitable for the expansion of the Existing Surgery (such expansion being as proposed by the Existing Surgery for the land, whether being additional car parking, extended or new buildings or otherwise) such that the land is free from uses such as allotments and any known physical hazards that impede building both above and below ground (including, but not limited to, land contamination, electricity pylons, invasive plants such as Japanese knotweed, ponds, void spaces including wells, sumps and pits, asbestos and problems with site access) to the reasonable satisfaction of the Council ;
"Existing Surgery"	the existing Doctor's surgery at Drayton Medical Practice, Manor Farm Close, Norwich, NR8 6EE
"Existing Surgery Land"	the area shown edged red on the title plan for title NK264948 attached to this Deed;
"Inspection Request"	a written request by the Council to inspect the Surgery Expansion Land;
"Surgery Expansion Land"	land within the Site being the width of the Existing Surgery Land and a depth of 23 metres or thereabouts such land to be used to expand the Existing Surgery (whether by way of additional car parking, extended or new buildings or otherwise) and

HM Land Registry  
Official copy of  
title plan

Title number **NK264948**  
Ordnance Survey map reference **TG1813NW**  
Scale **1:1250**  
Administrative area **Norfolk : Broadland**



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to be provided Clear and Unencumbered in accordance with the provisions of this Deed

"Surgery Expansion Land Notice" a written notice served by the Council on the Owner within 5 years of Commencement of Development such notice to require the Surgery Expansion Land to be transferred to the owner of the Existing Surgery for use in connection with the Existing Surgery

"Unencumbered" free from any legal constraints to transfer (including but not limited to trust covenants, charity law, formal or informal lease agreements, charges and written or unwritten assurances to other bodies or individuals) which would interfere with the use of the Surgery Expansion Land to expand the Existing Surgery (whether by way of additional car parking, extended or new buildings or otherwise) and all legal encumbrances which might result in additional cost or liability to the Existing Surgery not normally associated with the use of the Surgery Expansion Land in the manner required by the Existing Surgery

1 The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development until a plan showing the precise location and extent of the Surgery Expansion Land (including boundaries) has been agreed in writing with the Council;
- 1.2 To reserve the Surgery Expansion Land for a period of 5 years from the Commencement of the Development or until the Surgery Expansion Land has been transferred to the owners of the Existing Surgery whichever is earliest.
- 1.3 If within 2 weeks of service of the Surgery Expansion Land Notice the Council serves on the Owner a request to inspect the Surgery Expansion Land, the Owner shall not transfer the Surgery Expansion Land to the Existing Surgery until the Council (or its employees, contractors and/or

agents) has inspected the Surgery Expansion Land and confirmed that it is suitable for transfer to the Existing Surgery for the uses intended by the Existing Surgery PROVIDED THAT such inspection shall be at a time and date agreed between the Owner and the Council in writing

- 1.4 Subject to paragraph 1.3 above, following service of the Surgery Expansion Land Notice the Owner shall deliver to the freehold owner of the Existing Surgery an executed transfer of the freehold or leasehold of the Surgery Expansion Land Clear and Unencumbered for use in connection with the medical surgery with an irrevocable authority to complete and upon the following terms:
  - 1.4.1. the transfer shall take place on such date as shall be agreed in writing between the Owner and the Existing Surgery;
  - 1.4.2 without prejudice to the definition within this Deed of the terms "Clear" and "Unencumbered" the transfer of the Surgery Expansion Land shall contain all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the Surgery Expansion Land by the Existing Surgery;
  - 1.4.3 the consideration for the transfer shall be at market value based on surgery land use.
2. For the avoidance of doubt if the Council does not serve the Surgery Expansion Land Notice on the Owner within 5 years of Commencement of Development the Surgery Expansion Land may be developed or used for purposes other than the expansion of the Existing Surgery subject to the Owner obtaining any necessary statutory consents.

## Schedule 4

### Highways

#### Highways contributions

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

"Public Transport Improvement Contribution"	the sum of £31,500 Index Linked to be used towards the improvement and maintenance of public transport facilities serving the Development;
"Traffic Calming Contribution"	The sum of £30,000 Index Linked to be used for the provision and maintenance of a traffic management scheme in Carter Road/George Drive area, Drayton

### Part 1

#### Owner's Obligations

The Owner hereby covenants with the County as follows:

- 1 Prior to Commencement of the Development to pay the Public Transport Improvement Contribution to the County.
- 2 Prior to Occupation of the 50<sup>th</sup> Dwelling to pay the Traffic Calming Contribution to the County unless the County has confirmed to the Owner in writing that the sum is not required due to the mitigation works being provided as part of the Northern Distributor Road scheme in which case payment of the Traffic Calming Contribution shall not be required



## Part 2

### County Obligations

The County hereby covenants with the Owner as follows:


- 1 To deposit any contributions received under this Deed in an interest bearing account and apply the capital and any interest accrued towards the purposes for which those contributions were paid.
- 2 To make available to the Owner such information as the County can reasonably be expected to provide in response to requests from the Owner as to how the contributions received under this Deed have been or are proposed to be spent.
- 3 In the event that any contribution received under this Deed or part thereof has not been committed (by way of contract or expenditure of monies) within 10 years of receipt of payment of the contribution to refund any unspent balance of the contribution to the payer together with any interest accrued.
- 4 If the Traffic Calming Contribution is not required due to mitigation works being provided as part of the Northern Distributor Road scheme to confirm in writing to the Owner as soon as practicable that the Traffic Calming Contribution is not required and (if the Traffic Calming Contribution has already been paid to the County) to refund the contribution to the payer together with any interest accrued.

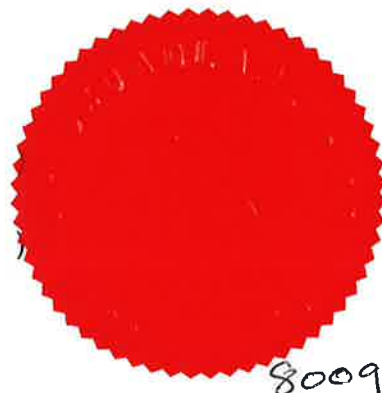
IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF Broadland District Council

was affixed in the presence of:

Authorised Signatory:

  
LMMOAGB  
Deputy Monitoring Officer



THE COMMON SEAL OF Norfolk County Council

was affixed in the presence of:

~~Head of Law~~

Authorised to sign on behalf of the Chief Legal Officer Norfolk County Council	CNCW
Date: 7 Feb 2020	



EXECUTED AS A DEED by Drayton Farms Limited

acting by:

N. HANLEY  
Director

Director: NIGEL HANLEY

in the presence of

Witness signature: 

Witness name: GWYNN SEAMAN

Occupation: SURVEYOR

Address: THE LOWLANDS, COSTESSEY LANE, DRAYTON, NR8 6HA