

Dated

10th July

2018

BROADLAND DISTRICT COUNCIL

-and-

TRUSTEES OF THE LIND TRUST

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

relating to land on the South West side
of Drayton High Road, Drayton, Norfolk

THIS DEED is dated

10th July

2018

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Norwich, Norfolk, NR7 0DU (referred to as "the Council"); and
- (2) **GRAHAM MARTIN DACRE** of Ashtree Farm, Attlebridge, Norwich, Norfolk and **JULIE MAY DACRE** of Ashtree Farm, Attlebridge, Norwich, Norfolk and **GAVIN CROFT WILCOCK** of Old Rectory, Repps Road, Clippesby, Great Yarmouth, Norfolk NR29 3BH and **LESLIE CHARLES BROWN** of 1a Church Field, Attlebridge, Norwich, Norfolk NR9 5TH and **SAMUEL EDWARD DACRE** of 15 Church Field, Attlebridge, Norwich, Norfolk NR9 5TH (together the trustees of the charity known as The Lind Trust (Charity no. 803174) of Drayton Hall, Hall Lane, Drayton, Norwich, NR8 6DP (together 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 Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (C) 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 forming part of the Development is first carried out, except operations consisting of: site clearance; demolition; archaeological investigations; ground surveys; removal of contamination; diversion and laying of services; erection of temporary means of enclosure and the temporary display of site notices or advertisements and 'Commence' and 'Commenced' will be construed accordingly

Development	The Development of the Site in accordance with the 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
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 and fitting-out; marketing or non-residential occupation in relation to security operations and 'Occupy' and 'Occupied' will be construed accordingly
Permission	The outline planning permission to be granted by the Council for residential development (erection of 29 Dwellings & associated Access (including 10 Affordable Dwellings) and allocated reference

number 20170196 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 at Schedule 1
Site	The land known as land on the south west side of Drayton High Road, Drayton, Norfolk and registered at H M Land Registry under title number NK237555 shown edged red on the Plan (but excluding the areas shaded green)
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
- 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 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.7 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 2.8 The headings and contents list are for reference only and shall not affect construction.
- 2.9 This Deed is conditional on the grant of the Permission save for this clause and clauses 2.10, 4.2, 4.4, 5 and 7.
- 2.10 This Deed is governed by and interpreted in accordance with the law of England

3. COVENANTS

- 3.1 The Owner covenants with the Council for himself and his successors in title to observe and perform the obligations and stipulations imposed on it in this Deed
- 3.2 The Council covenant with the Owner 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 or the part of the Site on which the breach occurred (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 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 Owner constitutes a continuing waiver, nor prevents the Council or Owner from enforcing any of the provisions in this Deed
- 4.8 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or County Council under the terms of this Deed such agreement, approval or consent 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 to the Council's satisfaction 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 Planning Permission shall be quashed, revoked or otherwise withdrawn or it is modified by any statutory procedure or expires prior to the Commencement of Development
- 4.11 If the Site or any part of the Site is mortgaged, the Parties agree that the mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Site (and for the avoidance of doubt any person acquiring title to all or part of the Site as a result of that mortgagee enforcing its security will be bound by the terms of this Deed.)
- 4.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

5. 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 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 Owner will notify the Nominated Officer in writing of the relevant

7.2.1 anticipated Triggers seven days in advance of each anticipated date

7.2.2 actual Triggers within seven days of each actual date

- 7.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT this Clause shall not require the Owner to notify the Nominated Officer of any disposal of an individual Dwelling to an owner-occupier

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

SCHEDULE 1

Plan

SCHEDULE 2

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 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"	A scheme securing the Affordable Housing Provision and specifying: - The timescale and programme for implementation of

	<p>the Affordable Housing Scheme and construction of the Affordable Dwellings;</p> <ul style="list-style-type: none"> - full details of the design of the Affordable Dwellings - The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity; - The number, location, type and size of Affordable Dwellings to be constructed on the Site; - full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Rented Housing; - such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme
"Affordable Rented Dwellings"	<p>Dwellings to be let by a Registered Provider with an appropriate agreement with the HCA for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges and shall not exceed the local housing allowance for that area and subject to nominations by the Council in accordance with Part 2 of this Schedule or as otherwise agreed with the</p>

	Council in writing
"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.
"Eligible Household"	A person or persons in need of accommodation who are unable to rent or buy on the local open market 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 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 the HCA's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion
"HCA"	the Homes & Communities Agency or its successor body or other appropriate body as the Council may nominate

<p>“Intermediate Dwellings”</p>	<p>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</p>
<p>“Intermediate Housing”</p>	<p>one or more of Intermediate Dwellings, Shared Equity Dwellings, Shared Ownership Dwellings and Intermediate Rented Dwellings as agreed by the Council</p>
<p>“Intermediate Rented Dwellings”</p>	<p>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</p>
<p>“Open Market Dwelling”</p>	<p>Any Dwelling constructed as part of the Development which is not an Affordable Dwelling</p>
<p>“Practically Complete”</p>	<p>Means 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 enjoyment 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</p>

"Provider"	<p>either:</p> <p>(i) a Registered Provider; or</p> <p>(ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council</p>
"Public Subsidy"	funding provided by the Council, the HCA or any other public body or successor body towards the provision of Affordable Housing
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
"Rented Housing"	one or more of Affordable Rented Dwellings and Social Rented Dwellings as agreed with the Council
"Shared Equity Dwellings"	<p>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)</p>

“Shared Ownership Dwellings”	Dwellings purchased on a Shared Ownership Lease
“Shared Ownership Lease”	<p>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:</p> <ul style="list-style-type: none"> - 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 Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development unless:
- 1.1.1 The Affordable Housing Scheme has been submitted as part of the application for reserved matters approval related to the Permission and has been approved by the Council in writing
 - 1.1.2 The identity of the Provider and the timetable for provision of the Affordable Dwellings has been approved by the Council as part of the Approved Affordable Housing Scheme
- 1.2 Not to Occupy 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 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 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
- 1.5 Not to Occupy more than 30% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual plot owners where appropriate, 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

1.6 Not to use the Affordable Dwellings 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:

1.6.1 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;

1.6.2 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

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

- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three

months from the date of the written notice to complete a disposal of the Affordable Dwellings 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

1.6.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title)

Part 2

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) 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. 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 an Eligible Household.

Administrative Procedure for Nominations

2. To grant to the Council nomination rights to 100% of the Affordable Rental Dwellings unless otherwise agreed in writing.
3. 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 3

Open Space

Part 1

Owner Obligations

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

"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 payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)
"Off-Site Open Space Contribution"	A sum in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 2 of this Schedule and increased in line with the Inflation Provision and applied towards the provision and maintenance of Open Space serving the Development (including the provision of children's play, formal recreation, allotments, and green infrastructure serving the development in the parish of Drayton)
"Open Space"	Land to be set aside and used as public open space which may include areas for sports, play, allotments,

green infrastructure and other recreational facilities in line with Open Space Policies

“Open Space Policies” Means the policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities

The Owner hereby covenants with the Council as follows:

1. OPEN SPACE

- 1.1 To pay the Off-Site Open Space Contribution to the Council prior to first Occupation of the 10th (tenth) Dwelling

Part 2

Extract from Open Space Policies detailing the cost per dwelling for the Provision and Maintenance of Open Space as at January 2015

Purchase of Off Site Open Space

Land purchase					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£252	£51	£24	£600	£927
2 bed	£336	£68	£32	£800	£1,236
3 bed	£420	£85	£40	£1,000	£1,545
4 bed	£504	£102	£48	£1,200	£1,854
5 + bed	£588	£119	£56	£1,400	£2,163

Equipping of Off Site Open Space

Equipping					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£288	£89	£15	£429	£821
2 bed	£385	£119	£19	£572	£1,095
3 bed	£481	£148	£24	£715	£1,368
4 bed	£577	£178	£29	£858	£1,642
5+ bed	£674	£207	£34	£1,001	£1,916

Maintenance of Off-Site and On-Site Open Space

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

Part 4

Extract from Open Space Policies detailing the cost per dwelling for the provision of on-site Open Space

Number of bedrooms	Children's play spaces m²	Sports facilities m²	Allotments m²	Green Infrastructure m²
1 bed	5.1	25.2	2.4	60
2 bed	6.8	33.6	3.2	80
3 bed	8.5	42.0	4	100
4 bed	10.5	50.4	4.8	120
5+ bed	11.9	58.8	5.6	140

SCHEDULE 4

Green Infrastructure

Owner Obligations

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

“Approved Green Infrastructure Scheme”	The Green Infrastructure Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
“Management Company”	a company to be set up for the purposes of managing and maintaining the Green Infrastructure Land in perpetuity
“Nominated Body”	one of the following as determined by the Council: a) the Council; b) the town or parish council for the area within which the Site is located; c) the Management Company; or d) such other body as the Council may elect as being responsible for maintenance of the Green Infrastructure Land
“Green Infrastructure Land”	Land to be set aside (as hatched in blue on the Plan) and used as public green infrastructure in line with Open Space Policies
“Open Space Policies”	Means the policies contained in the Council’s

Development Management Development Plan Document (including but not limited to EN3 green infrastructure) or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of green infrastructure and other similar types of amenity land and facilities

"Green Infrastructure Scheme"

A scheme securing the provision of Green Infrastructure Land and containing:

- full details of the amount of green infrastructure provision to be provided in line with the Open Space Policies
- details of the design and layout of the Green Infrastructure Land, all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications
- details of the ongoing management and maintenance of the Green Infrastructure Land including whether a Management Company is proposed as the Nominated Body
- such other information as the Council may reasonably require to enable approval of the Green Infrastructure Scheme

Standard Terms

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

- the transfer of the freehold estate of the Green Infrastructure Land 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 Green Infrastructure Land for recreational and amenity purposes by the general public
- an obligation on the receiving body to maintain the Green Infrastructure Land to a standard suitable for use by members of the public
- a requirement that the Nominated Body's reasonable conveyancing fees and disbursements are paid for by the Owner

“Unencumbered” Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Green Infrastructure Land as public open space and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the Green Infrastructure Land

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development until the Green Infrastructure Scheme has been submitted to and approved in writing by the Nominated Officer
- 1.2 Prior to the Construction of 33% of the Dwellings to layout and provide the Green Infrastructure Land in accordance the Approved Green Infrastructure Scheme to the written satisfaction of the Council
- 1.3 To thereafter maintain the Green Infrastructure Land Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the Green Infrastructure Land for any purpose other than public recreation and amenity land for the general public

1.4 Not to Occupy more than 66% of the Dwellings unless:

- a) Where the Management Company is the Nominated Body:
 - i) the Management Company has been created to the satisfaction of the Council; and
 - ii) the memorandum and articles of association and the form of transfer of the Green Infrastructure Land to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council; and
- b) the Green Infrastructure Land has been provided in accordance with the Approved Green Infrastructure Scheme and transferred to the Nominated Body subject to the Standard Terms;

PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Green Infrastructure Land unless it has been provided and maintained up to the date of the transfer in strict accordance with the Approved Green Infrastructure Scheme

SCHEDULE 5

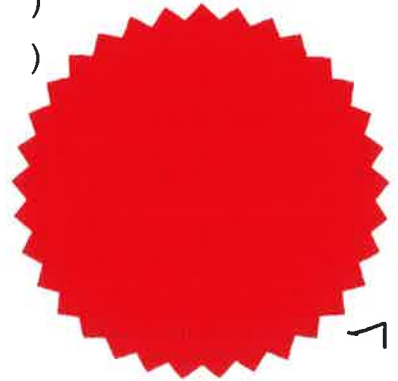
Use of money paid and repayment

1. The Council covenants that any money paid to it under the provisions of this Deed will be used for the purpose for which it was paid ("the Approved Purpose")
2. The Council covenants with the Owner to hold any contribution received under the provisions of this Deed in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they are paid and in the event that the Off-Site Open Space contribution has not been committed (by way of a contract or expenditure of the monies) within 5 years of receipt of the total amount of the relevant contribution to repay the unspent balance to the payer together with any interest accrued

was affixed in the presence of:

M. M. M. M.

Head of Democratic Services and
Monitoring Officer



7857

First Authorised Signatory:

Wahl

Second Authorised Signatory:

Signature: James Beland

Signature of witness:

now

Name (in BLOCK CAPITALS): NEIL QUINSEY

Address:

1 SCHOOL ROAD, DRAYTON, NORWICH

