

Dated 26<sup>th</sup> February 2018

**BROADLAND DISTRICT COUNCIL**

-and-

**LINDSEY CAROLE ISGATE and DOREEN ANN GOFFIN**

-and-

**GLAVENHILL STRATEGIC LAND (NUMBER 5) LIMITED**

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

relating to land west of Holt Road, Horsford, Norwich

THIS DEED is dated 26<sup>th</sup> February 2018

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 0DU (referred to as "the Council")
- (2) **LINDSEY CAROLE ISGATE** of The Barn, Drayton Lane, Horsford, Norwich NR10 3AN and **DOREEN ANN GOFFIN** of 63 Ramsgate Drive, Ipswich IP3 9DD (referred to as "Owners")
- (3) **GLAVENHILL STRATEGIC LAND (NUMBER 5) LIMITED** (Co. Regn. No. 09800201) whose registered office is at 20 Central Avenue, St Andrews Business Park, Thorpe St Andrew, Norwich, NR7 0HR (referred to as "Developer")

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

Application                              The outline planning application submitted to the Council and allocated reference 20170409 for the erection of up to 84 dwellings with new access

Commencement	The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of: site clearance; demolition; archaeological investigations; ground surveys; removal of contamination; erection of temporary fences; temporary display of site notices; and/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 (including any Affordable Dwelling) and "Dwellings" will be construed accordingly
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owners
Occupation	Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of: construction; internal and external refurbishment; decoration; fitting-out; marketing; security operations and 'Occupy' and 'Occupied' will be construed accordingly
Permission	The planning permission to be granted by the Council pursuant to the Application 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

**Plan** The plan attached to this Deed at Schedule 1 (ref: 00-003 Rev A) and marked "Plan 1"

**Site** The land on the land west of Holt Road, Horsford, Norwich and which is part of the land registered at H M Land Registry under title number NK25575 shown edged red for identification purposes only on Plan 1

**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 to the extent that it does not contain planning obligations 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 This Deed is governed by and interpreted in accordance with the law of England

### **3. COVENANTS**

3.1 The Owners covenant with the Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed

3.2 The Council covenants with the Owners to comply with its requirements contained in this Deed

### **4. OTHER PROVISIONS**

4.1 No person will be liable for any breach of any of the planning obligations or other provisions of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest)

4.2 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site

4.3 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 the Owners 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 constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in 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 with the costs of such determination to be borne by the Parties in equal shares unless otherwise directed by the expert
- 5.2 Nothing in this Clause 5 will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## **6. NOTIFICATIONS**

- 6.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by first class post or recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received provided that the Owners hereby give notice pursuant to this Clause that its address for service of notices is Howes Percival LLP, 1 Bedding Lane, Norwich, NR3 1RG (Ref: JZC/226067.1)

- 6.2 The Owners will notify the Nominated Officer in writing of the relevant
  - 6.2.1 anticipated Triggers seven days in advance of each anticipated date
  - 6.2.2 actual Triggers within seven days of each actual date
- 6.3 If the Owners dispose of their interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owners shall not be required to give such notice when disposing of any of the Dwellings constructed pursuant to the Permission

## **7. INTEREST AND VAT**

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

## **SCHEDULE 1**

Plan 1

Plan 2



PLAN 1

7820

Note  
 boundary  
 Site Boundary  
 Access  
 Site Area 4.05 Ha

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 Number 0100031673

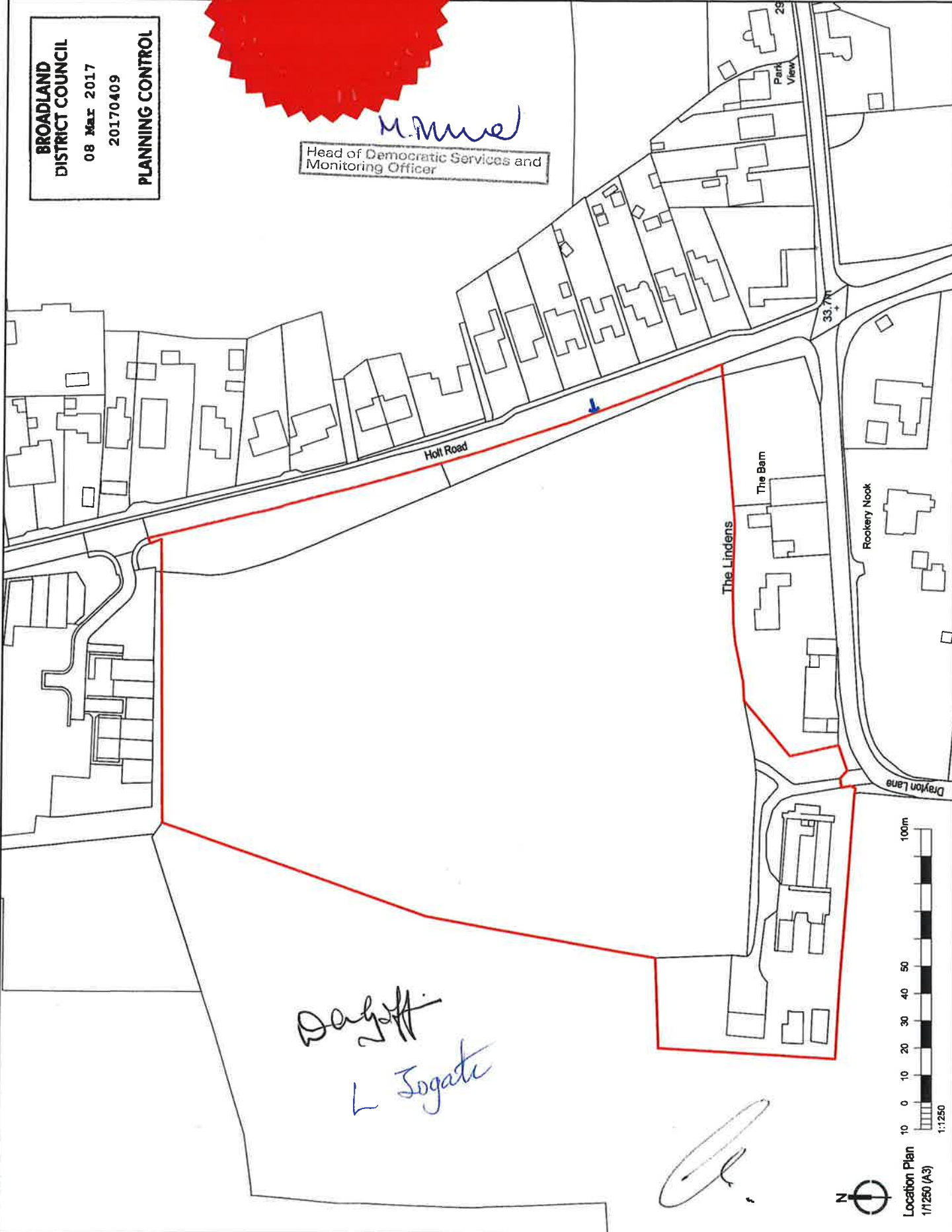
PROJECT TITLE  
 Holt Road, Horsham  
 ROAD NUMBER  
 LAN001-0480  
 CLIENT  
 Glavenhill Strategic Land

DRAWING TITLE  
 Location Plan  
 DRAWING NUMBER  
 00-003  
 SCALE  
 1/1250  
 DATE  
 02/03/2017  
 DRAWN BY  
 ZV

**Lanpro**  
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**BROADLAND  
 DISTRICT COUNCIL**  
 08 Mar 2017  
 20170409  
**PLANNING CONTROL**

*M. Mue*  
 Head of Democratic Services and  
 Monitoring Officer



*Dayoff*  
*L Jorgate*





## 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 Affordable Rented Dwellings to be provided to Eligible Households whose needs are not met by the market
"Affordable Housing Mix"	60% Affordable Rented Dwellings and 40% Intermediate Housing (or as otherwise agreed by the Council)
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <p>- The timescale and programme for implementation of the Affordable Housing Scheme and construction</p>

	<p>of the Affordable Dwellings;</p> <ul style="list-style-type: none"> <li>- The identity of the proposed Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;</li> <li>- The number, location, type and size of Affordable Dwellings to be constructed on the Site;</li> <li>- 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 Affordable Rented Dwellings;</li> <li>- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme including details of how the Recycling Obligation will be complied with and secured</li> </ul>
"Affordable Rented Dwellings"	<p>Affordable Dwellings to be let by a 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 Council in writing</p>

"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
"HCA"	the Homes & Communities Agency or its successor body or other appropriate body as the Council may nominate
"Intermediate Dwellings"	Affordable 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 in writing

“Intermediate Housing”	one or more of Intermediate Dwellings, Shared Ownership Dwellings, Shared Equity Dwellings and Intermediate Rented Dwellings or as agreed by the Council (unless otherwise agreed by the Council in writing)
“Intermediate Rented Dwellings”	Affordable 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 reasonably determined by the Council
“Open Market Dwelling”	Any Dwelling constructed as part of the Development which is not an Affordable Dwelling
“Practically Complete”	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
“Provider”	either:  (i) a Registered Provider; or

	(ii) another organisation that has been approved in writing by the Council
"Public Subsidy"	funding provided by the Council, the HCA or any other public body or successor body towards the provision of Affordable Housing
"Recycling Obligation"	an obligation to use the net proceeds from the acquisition of any share or interest in an Affordable Dwelling by an Eligible Household towards alternative Affordable Housing provision
"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"	Affordable Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)

"Shared Ownership Dwellings"	Affordable 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"> <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) 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</li> </ul>
"Social Rented Dwellings"	Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent
"Target Rent"	The rent for Social Rented Dwellings as determined by the national rent regime published by the HCA or any subsequent replacement or where there is no such replacement at a rent determined by the Council



The Owners hereby covenant with the Council as follows:

- 1.1 Not to Commence the Development until an Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 1.2 Not to Occupy the first Open Market Dwelling until an exchanged 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 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 including where specifically

requested by the Council, the registration of a restriction to secure compliance with the Recycling Obligation

1.5 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:

1.5.1 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;

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

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

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

1.5.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.5 (including their successors in title)

- 1.6 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

## Part 2

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

1. Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first Occupation in accordance with the local lettings policy set out below:
  - 1.1 First allocations shall be made to people living in the Parish of Horsford.
  - 1.2 If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Horsford; 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 Horsford 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 allocations.

#### **Administrative Procedure for Nominations**

- 1 To grant to the Council nomination rights to 100% of the Affordable Rented Dwellings unless otherwise agreed in writing.
- 2 The administrative procedure for nominations shall be in accordance with the Council's Housing (Options) Allocations Policy as amended from time to time,

or in accordance with alternative procedures as the Council and the Owners shall agree between them

### **SCHEDULE 3**

#### **On-Site Children's Play Area; On- Site Buffer Zone and Off-Site Open Space and Recreation Contributions**

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

<b>"Approved On-Site Buffer Zone Scheme"</b>	The On-Site Buffer Zone Scheme as approved by the Council pursuant to Paragraph 1 of Part 2 of this Schedule 3 including any amendment or substitution agreed by the Council in writing
<b>"Approved On-Site Children's Play Area Scheme"</b>	The On-Site Children's Play Area Scheme as approved by the Council pursuant to Paragraph 1 of Part 1 of this Schedule 3 including any amendment or substitution agreed by the Council in writing
<b>"Green Infrastructure Contribution"</b>	Means that part of the Off-Site Open Space Contribution allocated to the provision and maintenance of green infrastructure as detailed in Part 1 of Annex 1 to this Deed
<b>"Inflation Provision"</b>	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)

"Management Company"	A company to be set up for the purposes of managing and maintaining the On-Site Children's Play Area in perpetuity
"Nominated Body"	<p>One of the following as determined by the Council:</p> <ul style="list-style-type: none"> <li>a) the Council;</li> <li>b) the Town or Parish Council for the area within which the Site is located;</li> <li>c) the Management Company</li> <li>d) such other body as the Council may elect as being responsible for the maintenance of the On-Site Children's Play Area</li> </ul>
"Off-Site Open Space Contribution"	A sum in lieu of the absence of any formal Open Space being provided on Site 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 1 of Annexe 1 and increased in line with the Inflation Provision and applied towards the provision of informal open space in the parish of Horsford or adjacent parishes and towards the Green Infrastructure Contribution
"Off-Site Recreation Contribution"	A sum in lieu of the absence of any formal recreation space being provided on Site 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 1 of Annexe 1 and increased in line with the Inflation Provision and applied towards improving facilities at

Horsford Recreation Ground, Holt Road, Horsford

"On-Site Buffer Zone"	That part of the Site for the purposes of identification crosshatched in purple on Plan 2
"On –Site Buffer Zone Scheme"	<p>A scheme securing the provision of the On–Site Buffer Zone and containing:</p> <ul style="list-style-type: none"><li>- the precise extent, location and boundaries of the On-Site Buffer Zone</li><li>- details of the planting landscaping and layout of the On-Site Buffer Zone together with appropriate plans drawings and specifications (including and without prejudice to the generality of the foregoing provision for<ul style="list-style-type: none"><li>a) the On-Site Buffer Zone to be planted out as a meadow and to be managed and maintained as such in perpetuity</li><li>b) no public access at any time to the On Site Buffer Zone</li><li>c) no buildings or other structures or areas of hard standing to be erected or provided within the On-Site Buffer Zone</li></ul></li><li>- details of the ongoing management and maintenance of the On-Site Buffer Zone including whether a Management Company is proposed as the Nominated Body</li><li>- such other information as the Council may reasonably require to enable approval of the On-Site Buffer Zone Scheme</li></ul>
"On-Site Children's Play Area"	Means an area of On-Site Children's Play Area provided in accordance with the table at Part 2 of



	Annex 1 to this Deed comprising of areas of equipped children's play space
"On-Site Children's Play Area Maintenance Contribution"	A financial contribution towards the repair and maintenance of the On-Site Children's Play Area within the Site to be calculated in accordance with Part 2 of Annexe 1 and increased in line with the Inflation Provision
"On-Site Children's Play Area Scheme"	<p>A scheme securing the provision of On-Site Children's Play Area calculated in accordance with Part 2 of Annexe 1 of this Schedule and containing:</p> <ul style="list-style-type: none"> <li>- the extent, location and boundaries of the On-Site Children's Play Area</li> <li>- details of the design and layout of the On-Site Children's Play Area 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 On-Site Children's Play Area including whether a Management Company is proposed as the Nominated Body</li> <li>- such other information as the Council may reasonably require to enable approval of the On-Site Children's Play Area Scheme</li> </ul>
"Open Space"	Land to be set aside and used as public open space which may include areas for sports, children's play space, 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

"Plan 2"

The plan attached to this Deed at Schedule 1 (ref: 00-009 Rev C) and marked "Plan 2"

"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 On-Site Children's Play Area 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 On-Site Children's Play Area for recreational and amenity purposes by the general public
- an obligation to maintain the On-Site Children's Play Area to a standard suitable for use by members of the public
- a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owners

"Unencumbered"

Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the On-Site Children's Play Area for recreational and amenity purposes by the general public and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the On-Site Children's Play Area

### **Part 1**

#### **On-Site Children's Play Area**

The Owners hereby covenant with the Council as follows:

1. Not to Commence Development until the On-Site Children's Play Area Scheme has been submitted to and approved in writing by the Nominated Officer
2. To layout and provide the On-Site Children's Play Area in accordance the Approved On-Site Children's Play Area Scheme to the written satisfaction of the Council
3. Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved On-Site Children's Play Area Scheme and the planning conditions imposed by the Permission
4. To thereafter maintain the On-Site Children's Play Area Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the On-Site Children's Play Area for any purpose other than recreation and amenity purposes by the general public

5. Not to Occupy more than 80% 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 On-Site Children's Play Area to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council (such approval not to be unreasonably withheld or delayed); and
  - b) the On-Site Children's Play Area has been provided in accordance with the Approved On-Site Children's Play Area Scheme and transferred to the Nominated Body subject to the Standard Terms; and
  - c) the On-Site Children's Play Area Maintenance Contribution has been paid to the Council

PROVIDED firstly that the Nominated Body shall not be required to accept the transfer of the On-Site Children's Play Area unless it has been provided and maintained in strict accordance with the Approved On Site Children's Play Area Scheme and secondly that the On-Site Children's Play Area Maintenance Contribution shall not be payable if the Nominated Body is the Management Company

**Part 2**  
**On-Site Buffer Zone**

The Owners hereby covenant with the Council as follows:

1. Not to Commence Development until the On-Site Buffer Zone Scheme has been submitted to and approved in writing by the Nominated Officer
2. To layout and provide the On-Site Buffer Zone in accordance the Approved On-Site Buffer Zone Scheme to the written satisfaction of the Council
3. Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved On-Site Buffer Zone Scheme and any planning conditions imposed by the Permission
4. To thereafter maintain the On-Site Buffer Zone in accordance with the requirements of the On-Site Buffer Zone Scheme and not to use or permit the use of the On-Site Buffer Zone for any purpose other than as a meadow
5. Not to Occupy more than 80% 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 On-Site Buffer Zone to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council (such approval not to be unreasonably withheld or delayed); and
  - b) the On-Site Buffer Zone has been provided in accordance with the Approved On-Site Buffer Zone Scheme and (unless the Council agrees in writing that the Owner may continue to retain ownership and to maintain instead of transferring the On-Site Buffer Zone) transferred to the Nominated Body subject to the terms which shall include;

- i) the transfer of the freehold estate of the On-Site Buffer Zone with full title guarantee
- ii) for a sum not exceeding £1 (one pound)
- iii) with the benefit of all necessary rights and easements and with vacant possession
- iv) subject to a restriction on the future use and maintenance in perpetuity of the On-Site Buffer Zone as a planted meadow
- v) an obligation that there should not at any time be access to the On-Site Buffer Zone by members of the public (which for the avoidance of any doubt shall include Occupiers of the Development)
- vi) an obligation that no buildings or other structures nor any area of hard standing shall be erected constructed or otherwise placed at any time within any part of the On-Site Buffer Zone
- vii) a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owners and

PROVIDED firstly that the Nominated Body shall not be required to accept the transfer of the On-Site Buffer Zone unless it has been provided and maintained in strict accordance with the Approved On Site Buffer Zone Scheme and secondly (and for the avoidance of any doubt) that if the Owner retains ownership of the On Site Buffer Zone it will be maintained and used entirely in accordance with the Approved On -Site Buffer Zone Scheme and in accordance with the requirements of paragraph 4 hereof

### **Part 3**

#### **Payment of the Off-Site Open Space Contribution and the Off-Site Recreation Contribution**

The Owners hereby covenant with the Council as follows:

1. Not to Occupy or allow Occupation of more than 75% of the Dwellings on the Site unless or until the Off-Site Open Space Contribution (including the relevant element comprising the Green Infrastructure Contribution) has been paid to the Council
2. Not to Occupy or allow Occupation of more than 75% of the Dwellings on the Site unless or until the Off-Site Recreation Contribution has been paid to the Council

## **SCHEDULE 4**

### **The Council's Covenants**

The Council hereby covenants with the Owners as follows:

1. The Council shall confirm whether an Affordable Housing Scheme, On-Site Buffer Zone Scheme and/or On-Site Children's Play Area Scheme is approved within 42 days of receipt.
- 2 To pay the On-Site Children's Play Area Maintenance Contribution to the Nominated Body within 28 days of receipt
- 3 To hold any contribution received under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) within 5 years of receipt of the total amount of the relevant contribution (or in the case of the Green Infrastructure Contribution within 10 years of receipt) to repay the unspent balance to the payer together with any interest accrued
- 4 At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed



## **Annex 1**

### **Part 1**

#### **Cost per Dwelling for Provision, Equipping and Maintenance of Open Space**

##### **Purchase of off-site Open Space**

<b>Land purchase</b>			
<b>Property</b>	<b>Sports</b>	<b>Green Infrastructure</b>	<b>Total</b>
1 bed	£252	£600	<b>£852</b>
2 bed	£336	£800	<b>£1136</b>
3 bed	£420	£1,000	<b>£1420</b>
4 bed	£504	£1,200	<b>£1704</b>
5 + bed	£588	£1,400	<b>£1988</b>

## Equipping of off-site Open Space

<b>Equipping</b>			
<b>Property</b>	<b>Sports</b>	<b>Green Infrastructure</b>	<b>Total</b>
1 bed	£288	£429	<b>£717</b>
2 bed	£385	£572	<b>£957</b>
3 bed	£481	£715	<b>£1196</b>
4 bed	£577	£858	<b>£1435</b>
5+ bed	£674	£1,001	<b>£1675</b>

## Maintenance of off-site Open Space

<b>Maintenance</b>			
<b>Property</b>	<b>Sports</b>	<b>Green Infrastructure</b>	<b>Total</b>
1 bed	£303	£253	<b>£556</b>
2 bed	£404	£338	<b>£742</b>
3 bed	£504	£422	<b>£926</b>
4 bed	£605	£506	<b>£1111</b>
5+ bed	£707	£591	<b>£1296</b>

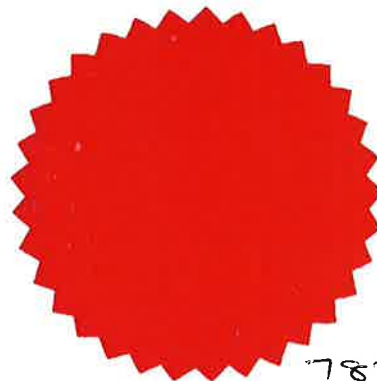
## Part 2

### Provision of On-Site Children's Play Area

<b>Property</b>	<b>Children's play space required (m<sup>2</sup>)</b>	<b>Maintenance</b>
1 bed	5.1	£30
2 bed	6.8	£41
3 bed	8.5	£51
4 bed	10.2	£61
5+ bed	11.9	£72

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

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



M. Mue

Authorised Signatory:

Head of Democratic Services and  
Monitoring Officer

EXECUTED AS A DEED by  
**LINDSEY CAROLE ISGATE** in the presence of:

Lisgate

**Lindsey Carole Isgate**

Witness Name: REBECCA GATENS

Witness Address: Ashtons Legal  
81 Guildhall Street  
Bury St Edmunds  
Suffolk  
IP33 1PZ

Witness Signature: [Signature]

EXECUTED AS A DEED by )  
**DOREEN ANN GOFFIN** in the presence of: )

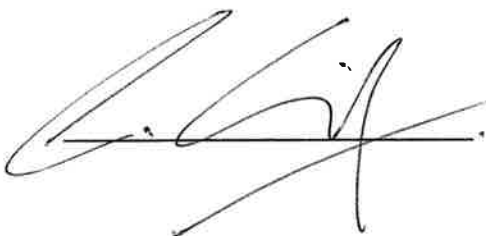
  
Doreen Ann Goffin

Witness Name: REBECCA GATENS

Witness Address: Ashtons Legal  
81 Guildhall Street  
Bury St Edmunds  
Suffolk  
IP33 1PZ

Witness Signature: 

EXECUTED AS A DEED by )  
**GLAVENHILL STRATEGIC LAND (NUMBER 5) LIMITED** )  
Acting by a director in the presence of: )

Director: 

Witness Name: JAMIE CHILDS

Witness Address: FLINT BUILDINGS, 1 BEDDING LANE  
NORWICH  
NR3 1RA

Witness Signature: 