

Dated *21st October* 2020

Broadland District Council

-and-

Mary Marshall Bushell, David Victor Marshall Thurgar and Grant Stanley Pilcher

-and-

Norman John Long, Graham William Long and Timothy Jon Long

- and -

Quantum Land (Brundall) Limited

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

relating to land east of the Memorial Hall, Brundall, Norfolk

THIS DEED is dated

21st October

2020

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich NR7 0DU (referred to as "the Council")
- (2) **MARY MARSHALL BUSHELL** of 37 Normandy Avenue, Barnet EN5 2HX and (as the surviving Executors of the late Christopher Morgan Thurgar) **DAVID VICTOR MARSHALL THURGAR** of Fleur Cottage, West Church Street, Kenninghall, Norfolk. NR16 2EN and **GRANT STANLEY PILCHER** of Faiers House, Gilray Road, Diss, Norfolk, IP22 4WR (referred to as "the First Owners")
- (3) **NORMAN JOHN LONG** of 30 Elm Road, Lingwood, Norwich NR13 4TG and **GRAHAM WILLIAM LONG** of 2 Links Avenue, Brundall, Norwich NR13 5LL and **TIMOTHY JON LONG** of 4 Links Avenue, Brundall, Norwich NR13 5LL (referred to as "the Second Owners")
- (4) **QUANTUM LAND (BRUNDALL) LIMITED** (company registration number 9911230) of 10 Bridge Street, Christchurch, Dorset BH23 1EF (referred to as "the Developer")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the purposes of this Deed for the area within which the Site is located.
- (B) The Developer made the Application to the Council which was refused on 19th July 2019.
- (C) The Developer has submitted the Appeal and the Owners and the Developer enter into this Deed with the intent that objections of the Council or the Secretary of State to the grant of Permission are overcome.
- (D) The First Owners own the freehold of that part of the Site which is registered at the Land Registry under title number NK456205 and held free from encumbrances material to the obligations imposed by this Deed other than the interest of the Developer referred to below.
- (E) The Second Owners own the freehold of that part of the Site which is registered at

the Land Registry under title number NK456206 and held free from encumbrances material to the obligations imposed by this Deed other than the interest of the Developer referred to below.

- F) The Developer has an interest in the Site by virtue of an agreement made between the Developer and the Owners dated 10 February 2016.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended.
Appeal	The appeal against the Council's refusal of the Application submitted to the Secretary of State for Housing, Communities and Local Government and allocated reference APP/K2610/W/19/3239986
Application	The application submitted to the Council for full planning permission (in relation to Phase 1) and outline planning permission (in relation to Phase 2) for the Development and allocated reference number 2017/1386
CIL Regulations	The Community Infrastructure Regulations 2010 as amended
CIL Tests	The tests set out in Regulation 122(2) of the CIL Regulations (as amended)
Commencement of Development	The date on which a material operation (as defined in Section 56(4) of the Act) is carried out, except for operations consisting of: site clearance, demolition,

archaeological investigations, ground surveys, removal of contamination and erection of any temporary access or enclosure and “Commence”, “Commenced” and “Commencement” will be construed accordingly

Deed	This deed.
Development	The development of the Site for up to 170 dwellings (Use Class C3), and a community/sports pavilion (Class D1 and D2 use), a country park, formal and/or informal outdoor sports provision, access, and other earthworks and engineering works (or such other description of development as the Inspector determines) in accordance with the Permission
Dwelling	A dwelling to be built on the Site as part of the Development
Index Linked	Index linked from the date of Inspector’s decision on the Appeal until the date any payment referred to in this Deed is made, such index linking being equivalent to any change in the RICS Building Cost Information Service All In Tender Index (or if such index cease to be published, another index notified to the Owner by the Nominated Officer)
Inspector	The Inspector appointed by the Secretary of State for Housing, Communities and Local Government to determine the Appeal
Land	The Site excepting the minor parcel not included in

registered titles NK456205 and NK456206

Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
Occupation	Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of: construction internal and external refurbishment decoration fitting-out marketing and 'Occupy' and 'Occupied' will be construed accordingly
Owners	the First Owners and the Second Owners
Permission	The planning permission granted pursuant to the Appeal (if the Appeal is allowed)
Phase	Phase 1 and Phase 2
Phase 1	The phase of the Development for which full planning permission is sought comprising 23 dwellings, access road and other ancillary matters to be carried out on that part of the Site shown edged blue on the drawing submitted with the application titled "Site location Plan Phase 1 Boundary and numbered 26007 03.1 Revision B (or such other plan or plans as the Council may agree)

Phase 2	Means such part of the Development as is not comprised in Phase 1
Plan	The plan attached to this Deed
Secretary of State	The Secretary of State for Housing, Communities and Local Government (or such successor Secretary of State or minister of state who shall assume the same decision-making powers from time to time)
Site	The land known as land east of the Memorial Hall, Brundall, Norfolk and shown edged red on the Plan
Trigger	means the Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action
Working Day	any day excepting any saturday, sunday, bank holiday or other public holiday

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, under Section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000, Section 1 of the Localism Act 2011, and all other enabling powers.
- 2.2 The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Land.
- 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 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their statutory functions.
- 2.7 Representatives of the Council may enter the Land at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
 - 2.8.1 they do not enter any individual Dwelling; and
 - 2.8.2 they adhere to all reasonable health and safety requirements.

3. CONDITIONALITY

This Deed is conditional upon:

- 3.1 The grant of the Permission pursuant to the Appeal; and
- 3.2 The Commencement of Development

Save for the provisions of this clause, clauses 6, 7, 8 and 9 and any obligation which is to be performed prior to Commencement of Development which shall come into effect immediately on completion of this Deed.

4 COVENANTS

- 4.1 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.
- 4.2 The Council covenants with the Owners to comply with its obligations contained in this Deed.

5 USE OF CONTRIBUTIONS INDEXATION AND INTEREST

- 5.1 The matters referred to in this Deed for which contributions are required may at the Council's absolute discretion be commenced or provided (in whole or in part)

at any time after the date of this Deed even if payment of the relevant contribution may not have become due.

- 5.2 If the matters have been commenced or provided prior to the due date for payment of the relevant contribution then the payment will be regarded as a reimbursement of the costs incurred in providing the improvement.
- 5.3 Nothing in this Deed binds the Owners to pay;
 - 5.3.1 any contribution before the date on which it is due under the Schedules, or
 - 5.3.2 any contribution at all if the relevant due date is not reached, or
 - 5.3.3 any greater contribution than provided in the relevant Schedule.
- 5.4 The Council is entitled to use all interest accrued on each contribution specified in the Schedules from the date of actual payment of the contribution until the date when the contribution is spent.
- 5.5 The contributions specified in the Schedules (except Schedule 4) are to be Index Linked.
- 5.6 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
 - 5.6.1 the contributions are a debt due to the Council and are recoverable by action by the Council; and
 - 5.6.2 are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to time from the due date for payment until the actual date of payment.
- 5.7 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 5.8 Any money from time to time held by the Council in respect of any payment made to the Council by the Owners under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return by the Council to the party who made that payment if that party:
 - 5.8.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
 - 5.8.2 passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party, or
 - 5.8.3 enters into any arrangement scheme compromise moratorium or

composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed.

- 5.9 The Council may spend part of each contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule.

6. OTHER PROVISIONS

- 6.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Land (unless the breach occurred before he disposed of his interest).
- 6.2 The Owners confirm that they are the owner of the Land with full power to enter into this Deed and that there is no person or body (other than the Developer) with an interest in the Land whose consent is necessary to make this Deed binding on all interests in the Land.
- 6.3 Save for the obligations contained in Schedule 1 which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein, the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 6.3.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease.
- 6.3.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 6.4 On completion the Owners will pay the Council's reasonable legal costs in connection with this Deed.
- 6.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.6 Any obligation or part thereof contained in this Deed shall not apply and not have

any force nor effect if the Inspector finds in her/his decision that the obligation or part thereof (as the case may be) does not comply with the CIL Tests.

- 6.7 If the Inspector finds in her/his decision that an obligation or part thereof contained in this Deed does not comply with the CIL Tests but would comply if specified amendments were made, the obligation or part thereof (as the case may be) shall from the date of the decision be treated as amended in accordance with the amendments specified by the Inspector.
- 6.8 If the Inspector:
- 6.8.1 finds in her/his decision that an obligation or part thereof contained in this Deed should instead be given effect by means of a condition imposed on the Permission; and
- 6.8.2 grants the Permission subject to that condition, the obligation or part thereof (as the case may be) shall not apply and not have any force nor effect
- 6.9 No waiver, express or implied, by the Council of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed.
- 6.10 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 6.11 If the Permission is quashed revoked or expires before Commencement then, save for clause 6.4, this Deed will cease to have effect (insofar only as it has not already been complied with).
- 6.12 Subject to clause 6.13, nothing in this deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 6.13 If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).
- 6.14 This Deed is registrable as a local land charge.
- 6.15 Following the performance and satisfaction of all the obligations contained in this

Deed the Council will, upon the written request of the Owners, cancel all relevant entries contained in the Register of Local Land Charges.

- 6.16 An agreement, approval, consent or expression of satisfaction required by the Owners from the Council under the terms of this Deed must be given in writing and shall not be unreasonably withheld or delayed.
- 6.17 Where the provisions of this Deed define or refer to any matter by way of a specified percentage and calculation of that percentage does not produce a whole number then:
- 6.17.1 a number ending in .5 or greater is to be rounded up to the nearest whole number;
- 6.17.2 a number ending in less than .5 is to be rounded down to the nearest whole number
- 6.18 The definitions of "Management Company" in Schedules 2, 3 and 4 (in this clause "the Schedules") shall be read to the intent that (if so proposed by the Owners or the Developer and approved by the Council pursuant to the provisions of the Schedules) a company constituting the Management Company for the purposes of one of the Schedules may also constitute the Management Company for the purposes of either, or both, of the remaining Schedules.
- 6.19 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.
- 6.20 Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as local authority.

7. DISPUTES

- 7.1 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.
- 7.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his

functions. The fresh appointee is to be appointed in the manner prescribed in this clause.

- 7.3 The expert is to make his decision within 6 weeks of being appointed.
- 7.4 The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs.
- 7.5 Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

8. NOTIFICATIONS

- 8.1 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.
- 8.2 The Owners will notify the Nominated Officer in writing of the relevant
 - 8.2.1 anticipated Triggers seven days in advance of each anticipated date,
 - 8.2.2 actual Triggers within seven days of each actual date.
- 8.3 If the Owners dispose of any interest in all or part of the Land they will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Land or part of the Land.

9. DEVELOPER PARTICIPATION

The Developer hereby agrees that its interest in the Land is bound by the obligations contained in this Deed and takes effect subject to the provisions of this Deed

10. FUTURE CHARGEES

- 10.1 Clause 10.2 shall apply, subject to clause 10.3, to any future chargee of the Site who acknowledges and declares (by deed of covenant if the Council so requires) that the Site is bound by the obligations and agreements contained in this Deed and that the security of the charge over the Site shall take effect subject to this Deed.

10.2 A future chargee of the Site to whom this clause applies shall have no personal

liability under this Deed until or unless it carries out or procures the Development or enters into possession of the Site as a mortgagee in possession in which case it too will be bound by the obligations and agreements in relation to the Site.

10.3 Clause 10.2 does not apply to the obligations contained in Schedule 1 which shall be binding and enforceable against future chargees of Affordable Dwellings subject to the provisions contained therein.

11. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

SCHEDULE 1

AFFORDABLE HOUSING

PART 1

AFFORDABLE HOUSING PROVISION

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 whose needs are not met by the market (including housing that provides a subsidised route to home ownership) and which complies with one or more of the definitions of affordable housing in Annex 2 of the NPPF) unless other types of affordable housing are agreed in writing by the Council
"Affordable Housing Mix"	75% Affordable Housing for Rent and 25% 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 or schemes securing the Affordable Housing Provision and specifying: - The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings; - 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 Affordable Housing for Rent; - Such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme including details of how the Recycling Obligation will be complied with and secured
“Affordable 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, let by a Registered 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 AND for the avoidance of doubt this includes Intermediate Rented Dwellings where the Council in its discretion determines this is an appropriate tenure.
“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
“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 Housing 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 those provisions would prevent its inclusion
“Homes England”	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate

"Intermediate Housing"	One or more of Shared Ownership Housing, Shared Equity Housing, Rent to Buy, or other low cost homes for sale (at a price equivalent to at least 20% below local market value) that Eligible Households can afford as determined by the Council acting reasonably (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 including any service charges and shall not exceed the local housing allowance for that area] as determined by the Council
"NPPF"	The National Planning Policy Framework published in February 2019
"Open Market Dwelling"	Any Dwelling which is not an Affordable Dwelling
"Open Market Value"	Means the best price at which the sale of an interest in a Dwelling (other than an Affordable 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, and (v) both the buyer and the seller acted knowledgeably, prudently and without compulsion.
"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 owns the Affordable Dwellings and has been approved in writing by the Council
“Public Subsidy”	Funding provided by the Council, Homes England 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
“Rent to Buy”	Affordable Dwellings rented for a minimum period of five years at not more than 80 percent of market rent with an option to purchase for the existing tenant following that period.
“Shared Equity Housing”	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 Housing"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	A lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following: - not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider - power to the purchaser to increase their ownership up to 100% if they so wish - an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of 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

The Owners hereby covenant with the Council as follows:

- 1.1 Not to Commence Phase 1 until the Affordable Housing Scheme for Phase 1 has been submitted to and approved by the Council in writing
- 1.2 Not to Commence Phase 2 unless:
 - 1.2.1 The Affordable Housing Scheme for Phase 2 (save for the identity of the Provider and timetable for provision of the Affordable Dwellings) 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; and
 - 1.2.2 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
- 1.3 Not to Occupy more than 50% of the Open Market Dwellings comprised in a Phase until an exchanged unconditional contract for the sale of the Affordable Dwellings to be provided in that Phase has been supplied to the Council
 SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred or are to be disposed of to owner-occupiers, this obligation shall not apply

- 1.4 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme for each Phase and the timescales and details set out therein.
- 1.5 Not to offer for sale any Intermediate Housing dwelling (other than a Shared Ownership Housing Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing dwellings
- 1.6 Not to Occupy more than 70% of the Open Market Dwellings in a Phase until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme for that Phase are Practically Complete and have been transferred to the approved Provider (or individual owner- occupiers where appropriate and set out in the Affordable Housing Scheme, 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
- 1.7 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Lettings and Nominations)

- 1.8 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:
- 1.8.1 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 an Eligible Household which 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 Housing dwelling
- 1.8.3 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it is has first complied with the following:
- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
- b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations

contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

- 1.8.4 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)

PART 2

LOCAL LETTINGS AND NOMINATIONS

1. To Occupy the Affordable Housing for Rent such that not less than 33% (or such other amount as the Council shall reasonably require) of the Affordable Housing for Rent (as chosen by the Council) are let on first occupation in accordance with the local lettings policy set out below.
 - 1.1. First allocations shall be made to persons living in the parish of Brundall;
 - 1.2. If there is no suitable person conforming with paragraph 1.1, allocations will be made to persons working in the parish of Brundall;
 - 1.3. If there is no suitable person conforming with paragraphs 1.1 or 1.2, allocations will be made to persons who can demonstrate a substantive need to move to the parish of Brundall; and
 - 1.4. If there is no suitable person conforming with paragraphs 1.1, 1.2, 1.3 or 1.4, allocations will be made to persons living in the administrative area of the Council in accordance with the Council's policies relating to housing allocation or, where no such persons are available, to an Eligible Household approved by the Council.
2. To grant to the Council nomination rights to 100% of the Affordable Housing for Rent unless otherwise agreed in writing

SCHEDULE 2

COUNTRY PARK

PART 1

DEFINITIONS

OPTIONS FOR PROVISION

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

“Approved Country Park Scheme”	The Country Park Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
“Brundall Country Park”	A Country Park provided and operated on the Country Park Site
“Conditions”	The conditions imposed by or under the Permission and the conditions and requirements of any other licence, permission or consent affecting the provision or operation of the Brundall Country Park
“Country Park”	Has the meaning ascribed to that term by section 7 of the Countryside Act 1968
“Country Park Scheme”	A scheme securing the provision of the Brundall Country Park and containing:

- a) full details of the design and layout of the Brundall Country Park including all facilities, equipment, apparatus, drainage features, access arrangements, street furniture, signage, fencing, landscaping and ecological enhancements together with appropriate plans drawings and specifications
- b) a timetable for the works and other measures necessary to provide and Substantially Complete the Brundall Country Park prior to the occupation of 50% of the Dwellings
- c) details of the ongoing management, maintenance and ecological monitoring of the Brundall Country Park including whether a Management Company is proposed as the Nominated Body
- d) such other information as the Council may reasonably require to enable approval of the Country Park Scheme

Provided that the cost of the scheme shall not be required to exceed the total amount of the Financial Contribution CP1 (Design), the Financial Contribution CP2 (Works) and the Financial Contribution CP3 (Maintenance)

“Country Park Site”

the land within the site shown shaded light green on the Plan

“Financial Contribution CP1 (Design)”

the sum of £25,000 being a contribution to the costs of designing of the Brundall Country Park including (without limitation to the generality of the foregoing) public consultation, staff costs,

professional fees, research and surveys

“Financial Contribution CP2” (Works) the sum of £250,000 being a contribution to the costs of works to provide the Brundall Country Park including (without limitation to the generality of the foregoing) staff costs, professional fees, landscaping, seeding, planting, installation of equipment and apparatus, construction of facilities, signage and publicity

“Financial Contribution CP3” (Maintenance) the sum of £175,000 being a contribution to the costs of maintaining the Brundall Country Park as necessary to secure ongoing beneficial use and enjoyment by the public including (without limitation to the generality of the foregoing) pruning, thinning, planting and replacement of trees and other vegetation, the repair and replacement of equipment, apparatus and facilities, together with any associated staff costs, professional fees and costs of administration and public involvement measures

“Management Company” a company to be set up for the purposes of managing and maintaining the Brundall Country Park in perpetuity

“Nominated Body” one of the following as determined by the Council according to what it reasonably considers will be the most effective and efficient means of managing the Brundall Country Park in all the circumstances:

- a) the Council;
- b) Brundall Parish Council
- c) Blofield Parish Council;
- d) the Management Company; or
- e) such other body as the Council may elect as being responsible for maintenance of the Brundall Country Park

“Phase 2 Dwelling”

a Dwelling comprised in Phase 2

“Prepared and Serviced”

means, in relation to the Country Park Site, complying (at the Owners’ expense) with the following requirements to the reasonable satisfaction of the Council:

- a) the Country Park Site has been cleared of structures and materials and provided with secure boundary fencing
- b) there are no physical constraints within the Country Park Site or elsewhere within the Site which would prevent or materially hinder the provision or operation of the Brundall Country Park
- c) all works required by the Conditions to protect, remove or record existing archaeological remains have been completed in accordance with the Conditions
- d) all works of decontamination and remediation required by the Conditions have been completed

in accordance with the Conditions

e) any protected species mitigation measures required by the Conditions or otherwise necessary to enable the provision or operation of the Brundall Country Park have been satisfactorily completed

f) all other requirements of the Conditions relating to the Country Park Site have been met

g) any regulatory consents necessary to the provision or operation of the Brundall Country Park have been obtained

h) connections for mains water, electricity and other services appropriate to the provision or operation of the Brundall Country Park have been provided at a suitable place or places along the perimeter of the Country Park Site or such other locations as the County and the Council may approve alongside any sustainable drainage systems and/or balancing pools to be provided pursuant to the Standard Terms

i) the Country Park Site is provided with vehicular and pedestrian access to and from the highway, such access being provided in perpetuity and suitable to secure the safe and convenient provision and operation of the Brundall Country Park PROVIDED THAT, for the avoidance of doubt, that such access may be provided so as

also to provide, at the Owners' expense, access to users and residents of other elements of the Development to and from Brundall Road in perpetuity

Standard Terms

in accordance with the reasonable requirements of the Council to include:

- the transfer of the freehold estate of the Country Park Site 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 the right of the Owners and/or the Developer to install and maintain, at their sole expense, any sustainable drainage systems and/or balancing pools which may be necessary to facilitate other elements of the Development PROVIDED THAT the Council shall have first approved the location and specification of the systems and/or pools
- provided that the rights of pedestrian and vehicular access to and from the Country Park Site may be provided over land also used to provide access to and from Brundall Road to any user or resident of any other element of the Development
- subject to a restriction on the future use and operation of the Country Park Site as a Country Park within the meaning of section 7(1) of the Countryside Act 1968 but (for the avoidance of doubt) without any exclusion of any activity

which a local authority could lawfully carry out in relation to a Country Park

- subject to the reservation of an obligation to maintain the Country Park Site 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

"Substantial Completion"

Means, in relation to a Dwelling comprised in Phase 1 or the provision of the Brundall Country Park, completion of construction and other works of provision in accordance with all relevant requirements imposed by or under the Permission and 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 (as the case may be):

- a) the Dwelling by a household; or
- b) the Brundall Country Park as a Country Park by the general public

and "Substantially Complete" shall be construed accordingly

"Unencumbered"

Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use and operation of the Country Park Site as a Country Park and all encumbrances which might result in cost or liability to the Council additional to those which

would normally be associated with the use and operation of the Country Park Site as a Country Park

1. On or before Substantial Completion of the Dwellings comprised in Phase 1 (or any later date agreed by the Parties) the Council shall determine, according to what it reasonably considers will be the most effective and efficient means of delivering the Brundall Country Park in all the circumstances, whether the Owners are to comply with:
 - a) the provisions of Part 2 of this Schedule; or
 - b) the provisions of Part 3 of this Schedule.
2. The Council shall make the determination pursuant to paragraph 1 above within:
 - a) 30 Working Days of written request from the Owners and/or Developer; or
 - b) such longer period as the maker of the request may agree with the Council.
3. The Owners covenant with the Council:
 - a) to comply with the obligations imposed on the Owners by Part 2 of this Schedule if the Council determines, in accordance with paragraph 1 of Part 1 of this Schedule, that the Owners are to comply with the provisions of Part 2 of this Schedule
 - b) to comply with the obligations imposed on the Owners by Part 3 of this Schedule if:
 - i) the Council determines, in accordance with paragraph 1 of Part 1 of this Schedule, that the Owners are to comply with the provisions of Part 3 of this Schedule; or
 - ii) the Council does not make a determination under paragraph 1 of Part 1 of this Schedule in compliance with the deadline imposed by paragraph 2 of that Part,

PROVIDED THAT where the date for performance of any obligation imposed on the Owners by Part 2 or Part 3 of this Schedule ('the Performance Date')

A has already passed at the date of the Council's determination under paragraph 1 above ('the Determination Date'); or

B occurs within one month of the Determination Date,

the Performance Date is to be extended to the date of the expiry of a period of 60 days commencing with the Determination Date

4. Unless otherwise agreed and subject to (c) below, the Council covenants that:
- (a) if the Council determines, in accordance with paragraph 1 of Part 1 of this Schedule, that the Owners shall comply with Part 2 of this Schedule then it shall also determine, in accordance with paragraph 1 of Part 1 of Schedule 3, that the Owners shall comply with Part 2 of Schedule 3; or
 - (b) if the Council determines, in accordance with paragraph 1 of Part 1 of this Schedule, that the Owners are to comply with the provisions of Part 3 of this Schedule then it shall also determine, in accordance with paragraph 1 of Part 1 of Schedule 3, that the Owners shall comply with Part 3 of Schedule 3.
 - (c) the obligations at (a) and (b) shall not apply where the Council reasonably considers that there are substantial reasons related to the effective and efficient delivery of the Brundall Country Park which justify determinations which are not in accordance with (a) and (b)

PART 2

PROVISION BY THE COUNCIL

- 3 The Owners covenant with the Council as follows:
 - 3.1 Not to Occupy more than 4 Open Market Dwellings unless Financial Contribution CP1 (Design) has been paid to the Council
 - 3.2 Not to Occupy more than 49 Open Market Dwellings unless:
 - (a) Financial Contribution CP2 (Works) has been paid to the Council;
 - (b) all works and measures necessary for the Country Park Site to be Prepared and Serviced have been carried out to the reasonable satisfaction of the Council: and
 - (c) the Country Park Site has been transferred Unencumbered to the Council on Standard Terms
 - 3.3 To pay Financial Contribution CP3 (Maintenance) to the Council prior to the Occupation of the 85th Open Market Dwelling or within 14 Working Days of the Owners receiving notification from the Council that works to provide the Brundall Country Park are Substantially Complete (whichever shall first occur).

PART 3

PROVISION BY THE OWNERS

4. The Owners covenant with the Council as follows:
 - 4.1 Not to Occupy more than 84 Dwellings unless:-
 - (a) The Owners have consulted the public on the content of their proposed Country Park Scheme to the satisfaction of the Nominated Officer;
 - (b) the Country Park Scheme has been submitted to, and approved in writing by the Nominated Officer; and
 - (c) The Owners have obtained (at its expense) any approval of reserved matters under the Permission necessary to the provision and operation of the Brundall Country Park. and any other consent necessary to those purposes.
 - 4.2 To lay out and provide the Brundall Country Park in accordance with the Approved Country Park Scheme to the written satisfaction of the Council
 - 4.3 Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Country Park Scheme
 - 4.4 To thereafter maintain the Brundall Country Park Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the Country Park Site for any purpose other than a Country Park
 - 4.5 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 Country Park Site to the Management Company has been submitted to the Council for approval and has been approved by the Council; and
- b) the Country Park Site has been provided in accordance with the Approved Country Park Scheme and transferred to the Nominated Body subject to the Standard Terms; and
- c) Financial Contribution CP3 (Maintenance) has been paid to the Council

PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Country Park Site unless the Brundall Country Park has been provided and maintained in strict accordance with the Approved Country Park Scheme

Part 4

COUNCIL OBLIGATIONS

5. The Council covenants with the Owners as follows:
 - 5.1 The Council shall determine whether to approve the Country Park Scheme within 30 Working Days of its submission to the Council or such longer period as the Owners may agree
 - 5.2 The Council shall without delay and upon approval of the Country Park Scheme confirm the Nominated Body.
 - 5.3 Where the Country Park Site is transferred to the Nominated Body under paragraph 4.5 of this Schedule, to pay the Financial Contribution CP3 (Maintenance) to the Nominated Body within 28 days of receipt
 - 5.4 Subject to paragraphs 6, 7 and 8 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.
- 6 Paragraph 5.4 does not apply to Financial Contribution CP3 (Maintenance) where paid to the Council under paragraph 4.5
- 7 Where Part 2 of this Schedule applies and the purpose for which Financial Contribution CP1 (Design) was paid has been fulfilled, any unspent portion of those contributions is to be treated as if it formed part of Financial Contribution CP 2 (Works) and had been paid to the Council under paragraph 3.2
- 8 Where Part 2 of this Schedule applies and the purpose for which Financial Contribution CP2 (Works) was paid has been fulfilled, any unspent portion of that contribution (including any monies treated as forming part of it pursuant to

paragraph 7) is to be treated as if it formed part of Financial Contribution CP 3 (Maintenance) and had been paid to the Council under paragraph 3.3

	professional fees, research and surveys
“Financial Contribution VG2” (Works)	the sum of £300,000 being a contribution to the costs of works to provide the Brundall Village Green including (without limitation to the generality of the foregoing) staff costs, professional fees, landscaping, seeding, planting, installation of equipment and apparatus, construction of facilities, signage and publicity
“Financial Contribution VG3” (Maintenance)	the sum of £125,000 being a contribution to the costs of maintaining the Brundall Village Green as necessary to secure ongoing beneficial use and enjoyment by the public including (without limitation to the generality of the foregoing) grass cutting, pruning, thinning, planting and replacement of trees, shrubs, flowers and other vegetation, the repair and replacement of equipment, apparatus and facilities, together with any associated staff costs, professional fees and costs of administration and public involvement measures
“Management Company”	a company to be set up for the purposes of managing and maintaining the Brundall Village Green in perpetuity
“Nominated Body”	one of the following as determined by the Council according to what it reasonably considers will be the most effective and efficient means of managing the Brundall Village Green

SCHEDULE 3

VILLAGE GREEN

PART 1

DEFINITIONS

OPTIONS FOR PROVISION

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

“Approved Village Green Scheme”	The Village Green Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
“Brundall Village Green”	A Village Green provided and operated on the Village Green Site
“Conditions”	The conditions imposed by or under the Permission and the conditions and requirements of any other licence, permission or consent affecting the provision or operation of the Brundall Village Green
“Financial Contribution VG1 (Design)”	the sum of £25,000 being a contribution to the costs of designing of the Brundall Village Green including (without limitation to the generality of the foregoing) public consultation, staff costs

in all the circumstances:

- a) the Council;
- b) Brundall Parish Council;
- c) Blofield Parish Council
- d) the Management Company; or
- e) such other body as the Council may elect as being responsible for maintenance of the Brundall Village Green

“Phase 2 Dwelling“

a Dwelling comprised in Phase 2

“Prepared and Serviced“

means, in relation to the Village Green Site, complying (at the Owners' expense) with the following requirements to the reasonable satisfaction of the Council:

a) the Village Green Site has been cleared of structures and materials, levelled and provided with secure boundary fencing

b) there are no physical constraints within the Village Green Site or elsewhere within the Site which would prevent or materially hinder the provision or operation of the Brundall Village Green

c) all works required by the Conditions to protect, remove or record existing archaeological remains have been completed in accordance with the Conditions

d) all works of decontamination and remediation

required by the Conditions have been completed in accordance with the Conditions

e) any protected species mitigation measures required by the Conditions or otherwise necessary to enable the provision or operation of the Brundall Village Green have been satisfactorily completed

f) all other requirements of the Conditions relating to the Brundall Village Green have been met

g) any regulatory consents necessary to the provision or operation of the Brundall Village Green have been obtained

h) connections for mains water, electricity and other services appropriate to the provision or operation of the Brundall Village Green have been provided at a suitable place or places along the perimeter of the Village Green Site or such other locations as the Council may approve

i) the Village Green Site is provided with vehicular and pedestrian access to and from the highway, such access being permanent and suitable to secure the safe and convenient provision and operation of the Brundall Village Green PROVIDED THAT, for the avoidance of doubt, such access may be provided in conjunction with provision of an emergency access through the Village Green Site as

permitted by the Standard Terms

Standard Terms

in accordance with the reasonable requirements of the Council to include:

- the transfer of the freehold estate of the Village Green Site 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 the reservation of a right to provide, at the Owners' expense, an emergency access through the Village Green Site in perpetuity linking Links Avenue to the Dwellings
- PROVIDED THAT the location and specification of the emergency access are in accordance with details approved by the Council
- subject to a restriction on the future use and operation of the Village Green Site for the purposes of leisure and recreation by the public
 - subject to the reservation of an obligation to maintain the Village Green Site to a standard suitable for use by the public for the purposes of leisure and recreation
 - a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owners

"Substantial Completion"

Means, in relation to a Dwelling comprised in Phase 1 or the provision of the Brundall Village Green, completion of construction and other works of provision in accordance with all

relevant requirements imposed by or under the Permission and 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 (as the case may be):

- a) the Dwelling by a household; or
- b) the Brundall Village Green as a Village Green by the public

and "Substantially Complete" shall be construed accordingly

"Unencumbered"

Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use and operation of the Village Green Site as a Village Green and all encumbrances which might result in cost or liability to the Council additional to those which would normally be associated with the use and operation of the Village Green Site as a Village Green

"Village Green"

An area of open space set aside for public informal and/or formal recreation

"Village Green Scheme"

A scheme securing the provision of the Brundall Village Green and containing:

- a) full details of the design and layout of the Brundall Village Green including all facilities, equipment, apparatus, drainage features, levelling works, access arrangements, street

furniture, signage, fencing, landscaping together with appropriate plans drawings and specifications

b) a timetable for the works and other measures necessary to provide and Substantially

Complete the Brundall Village Green prior to the occupation of 50% of the Dwellings

c) details of the ongoing management and maintenance of the Brundall Village Green including whether a Management Company is proposed as the Nominated Body

d) such other information as the Council may reasonably require to enable approval of the Village Green Scheme

Provided that the cost of the scheme shall not be required to exceed the total amount of the Financial Contribution VG1 (Design), Financial Contribution VG2 (Works) and the Financial Contribution VG3 (Maintenance)

"Village Green Site"

the land within the Site shown shaded dark green on the Plan

1. On or before Substantial Completion of the Dwellings comprised in Phase 1 (or any later date agreed by the Parties) the Council shall determine, according to what it reasonably considers will be the most effective and efficient means of delivering the Brundall Village Green in all the circumstances, whether the Owners are to comply with:
 - a) the provisions of Part 2 of this Schedule; or
 - b) the provisions of Part 3 of this Schedule.
2. The Council shall make the determination pursuant to paragraph 1 above within:

- a) 30 Working Days of written request from the Owners and/or Developer;
or
- b) such longer period as the maker of the request may agree with the Council.

3. The Owners covenant with the Council:

- a) to comply with the obligations imposed on the Owners by Part 2 of this Schedule if the Council determines, in accordance with paragraph 1 of Part 1 of this Schedule, that the Owners are to comply with the provisions of Part 2 of this Schedule
- b) to comply with the obligations imposed on the Owners by Part 3 of this Schedule if:
 - i) the Council determines, in accordance with paragraph 1 of Part 1 of this Schedule, that the Owners are to comply with the provisions of Part 3 of this Schedule; or
 - ii) the Council does not make a determination under paragraph 1 of Part 1 of this Schedule in compliance with the deadline imposed by paragraph 2 of that Part

PROVIDED THAT where the date for performance of any obligation imposed on the Owners by Part 2 or Part 3 of this Schedule ('the Performance Date')

A) has already passed at the date of the Council's determination under paragraph 1 above ('the Determination Date'); or

B) occurs within one month of the Determination Date,

the Performance Date is to be extended to the date of the expiry of a period of 60 days commencing with the Determination Date

4. Unless otherwise agreed and subject to (c) below, the Council covenants that:

- (a) if the Council determines, in accordance with paragraph 1 of Part 1 of this Schedule, that the Owners shall comply with Part 2 of this Schedule then it shall also determine, in accordance with paragraph 1 of Part 1 of Schedule 2, that the Owners shall comply with Part 2 of Schedule 2; or
- (b) if the Council determines, in accordance with paragraph 1 of Part 1 of this Schedule, that the Owners are to comply with the provisions of Part 3 of this Schedule then it shall also determine, in accordance with paragraph 1 of Part 1 of Schedule 2, that the Owners shall comply with Part 3 of Schedule 2.
- (c) the obligations at (a) and (b) shall not apply where the Council reasonably considers that there are substantial reasons related to the effective and efficient delivery of the Brundall Village Green which justify determinations which are not in accordance with (a) and (b)

PART 2

PROVISION BY THE COUNCIL

- 3 The Owners covenant with the Council as follows:
 - 3.1 Not to Occupy more than 10 Open Market Dwellings unless Financial Contribution VG1 (Design) has been paid to the Council
 - 3.2 Not to Occupy more than 69 Open Market Dwellings unless:
 - (a) Financial Contribution VG2 (Works) has been paid to the Council;
 - (b) all works and measures necessary for the Village Green Site to be Prepared and Serviced have been carried out to the reasonable satisfaction of the Council: and
 - (c) the Village Green Site has been transferred Unencumbered to the Council on Standard Terms
 - 3.3 To pay Financial Contribution VG3 (Maintenance) to the Council prior to the Occupation of the 95th Dwelling or within 14 Working Days of the Owners receiving notification from the Council that works to provide the Brundall Village Green are Substantially Complete (whichever shall first occur).

PART 3

PROVISION BY THE OWNERS

4. The Owners covenant with the Council as follows:
 - 4.1 Not to Occupy more than 84 Dwellings unless:-
 - (a) The Owners have consulted the public on the content of their proposed Village Green Scheme to the satisfaction of the Nominated Officer; and
 - (b) the Village Green Scheme has been submitted to and approved in writing by the Nominated Officer
 - (c) The Owners have obtained (at their expense) any approval of reserved matters under the Permission and any other consent necessary to the provision and operation of the Brundall Village Green
 - 4.2 To lay out and provide the Brundall Village Green in accordance with the Approved Village Green Scheme to the written satisfaction of the Council
 - 4.3 Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Village Green Scheme
 - 4.4 To thereafter maintain the Brundall Village Green Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the Village Green Site for any purpose other than a Village Green
 - 4.5 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 Village Green Site to the Management Company has been submitted to the Council for approval and has been approved by the Council; and
- b) the Village Green Site has been provided in accordance with the Approved Village Green Scheme and transferred to the Nominated Body subject to the Standard Terms; and
- c) Financial Contribution VG3 (Maintenance) has been paid to the Council

PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Village Green Site unless the Brundall Village Green has been provided and maintained in strict accordance with the Approved Village Green Scheme

Part 4

COUNCIL OBLIGATIONS

5. The Council covenants with the Owners as follows:
 - 5.1 The Council shall determine whether to approve the Village Green Scheme within 30 Working Days of its submission to the Council or such longer period as the Owners may agree
 - 5.2 The Council shall without delay and upon approval of the Village Green Scheme confirm the Nominated Body.
 - 5.3 Where the Village Green Site is transferred to the Nominated Body under paragraph 4.5 of this Schedule, to pay Financial Contribution VG3 to the Nominated Body within 28 days of receipt
 - 5.4 Subject to paragraphs 6, 7 and 8 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.
- 6 Paragraph 5.4 does not apply to Financial Contribution VG3 (Maintenance) where paid to the Council under paragraph 4.5
- 7 Where Part 2 of this Schedule applies and the purpose for which Financial Contribution VG1 (Design) was paid has been fulfilled, any unspent portion of those contributions is to be treated as if it formed part of Financial Contribution VG2 (Works) and had been paid to the Council under paragraph 3.2
- 8 Where Part 2 of this Schedule applies and the purpose for which Financial Contribution VG2 (Works) was paid has been fulfilled, any unspent portion of that contribution (including any monies treated as forming part of it pursuant to paragraph 7) is to be treated as if it formed part of Financial Contribution VG 3

(Maintenance) and had been paid to the Council under paragraph 3.3

SCHEDULE 4
OPEN SPACE

PART 1
OWNERS OBLIGATIONS

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

“Approved Open Space Scheme”	The Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
“Inflation Provision”	The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between 1 January 2015 and the date upon which payment of the relevant contribution is made pursuant to this Schedule (or if such index ceases to be published such other index as the Council shall reasonably determine)
“Green Infrastructure Contribution”	Means that part of an Off-Site Open Space Contribution and / or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as identified in the Council’s Green Infrastructure Plan
“Management Company”	a company to be set up for the purposes of managing and maintaining the Open Space in perpetuity

"Nominated Body"	one of the following as determined by the Council: a) Brundall Parish Council; b) Blofield Parish Council; c) the Management Company; or c) such other body as the Council may elect as being responsible for maintenance of the Open Space
"Off-Site Open Space Contribution"	A sum in lieu of a deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Councils current Open Space Provisions at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision and applied towards the provision, improvement and maintenance of children's play facilities, formal recreation facilities and allotments serving the occupiers of the Development (either alone or alongside other persons) in the parish of Brundall and the provision, improvement and maintenance of green infrastructure as identified in the Council's Green Infrastructure Plan
"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 Provisions
"Open Space Maintenance Contribution"	A financial contribution towards the repair and maintenance of Open Space within the Site to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision

“Open Space Phase Requirement The Open Space to be provided by a Phase, calculated in accordance with Part 4 of this Schedule

“Open Space Provisions” Means:
a) 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 relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities;
b) the Council’s Recreational Provision in Residential Development Supplementary Planning Document (including its Technical Appendix); and
c) such amendments or revisions to, or replacements of, the above policies and documents as the Council may specify

“Open Space Scheme” A scheme (or schemes) securing (subject to and in accordance with paragraph 1 of this Part of this Schedule) the provision of Open Space calculated in accordance with Part 4 of this Schedule and containing:
- full details of the amount of sport, play, allotment and green infrastructure provision to be provided in accordance with the Open Space Provisions
- the extent, location and boundaries of the Open Space
- 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

- details of the ongoing management and maintenance of the Open Space 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 Open Space 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 Open Space Unencumbered with full title guarantee
- for a sum not exceeding £1 (one pound)
- with the benefit of all necessary rights and easements and with vacant possession
- subject to a restriction on the future use of the Open Space for recreational and amenity purposes by the general public
- an obligation to maintain the Open Space 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 Owner

"Unencumbered"

Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space 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 land as for recreational and amenity purposes by the general public

1. OPEN SPACE SCHEME AND OFF-SITE OPEN SPACE CONTRIBUTIONS

1.1 The Open Space Scheme must, in relation to a Phase, secure the provision of all of the relevant Open Space Phase Requirement unless:

- a) the relevant Phase is Phase 1 and the Nominated Officer agrees that all or part of the relevant Open Space Phase Requirement is to be provided during Phase 2 (in which case the Open Space Phase Requirement for Phase 2 shall be increased accordingly); or
- b) in relation to any element of the Open Space Phase Requirement, the Nominated Officer and the Owners agree that an Off-Site Open Space Contribution is to be paid in lieu of that element

1.2 An Open Space Scheme submitted to the Council pursuant to paragraph 2.1 in relation to Phase 1 alone may, at the Owners' discretion, propose the provision of Open Space on the Site in excess of the relevant Open Space Phase Requirement ("the Excess Open Space) and if the Council agrees to this then:

- a) the Excess Open Space shall be included in the Approved Open Space Scheme for Phase 1 and be provided accordingly in compliance with paragraph 3; and
- b) the Excess Open Space shall be subtracted from the Open Space Phase Requirement for Phase 2

1.3 For the avoidance of doubt it is confirmed that the Open Space to be provided by the Open Space Scheme together with any Off-Site Open Space

Contribution ("the Scheme Provision") is to be in addition to the Brundall Country Park and the Brundall Village Green and accordingly the provision of the Brundall Country Park and the Brundall Village Green is to be disregarded in the calculation of the Scheme Provision

2. OPEN SPACE PROVISION

The Owners hereby covenants with the Council as follows:

- 2.1 Not to Commence the Development on any Phase until the Open Space Scheme in relation to that Phase has been submitted to and approved in writing by the Nominated Officer
- 2.2 Where, in relation to a Phase, the Nominated Officer has agreed or determined pursuant to paragraph 1.1 above that an Off-Site Open Space Contribution is to be paid in lieu of an element of the Open Space Phase Requirement, to pay the Off-Site Open Space Contribution prior to the first Occupation of any Dwelling within that Phase

3. ON-SITE OPEN SPACE

Where Open Space is to be provided on the Site within a Phase under the Approved Open Space Scheme for that Phase, the Owners hereby covenant with the Council, in relation to that Phase:

- 3.1 To lay out and provide the Open Space in accordance with the Approved Open Space Scheme to the written satisfaction of the Council
- 3.2 Not to Occupy any Dwellings in the Phase otherwise than in accordance with and subject to the timetable contained within the Approved Open Space Scheme for that Phase
- 3.3 to thereafter maintain the Open Space Unencumbered to a standard suitable

for use by members of the public as approved by the Nominated Officer and not to use the Open Space for any purpose other than public recreation and amenity land for the general public

3.4 Not to Occupy more than 80% of the Dwellings in the Phase 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 Open Space to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council; and
- b) the Open Space has been provided within that Phase in accordance with the Approved Open Space Scheme and transferred to the Nominated Body subject to the Standard Terms; and
- c) the Open Space Maintenance Contribution for that Phase has been paid to the Council

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

PART 2
COUNCIL OBLIGATIONS

The Council covenants with the Owners as follows:

- 2.1 The Council shall without delay and upon approval of the Open Space Scheme confirm the Nominated Body.
- 2.2 to pay the Open Space Maintenance Contribution to the Nominated Body within 28 days of receipt
- 2.3 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

PART 3

EXTRACT FROM OPEN SPACE PROVISIONS DETAILING THE COST PER DWELLING FOR THE PROVISION AND MAINTENANCE OF OPEN SPACE AS AT JANUARY 2015

Purchase of Off Site Open Space

<u>Property</u>	<u>Sports</u>	<u>Play</u>	<u>Allotments</u>	<u>Green Infrastructure</u>	<u>Total</u>
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

<u>Property</u>	<u>Sports</u>	<u>Play</u>	<u>Allotments</u>	<u>Green Infrastructure</u>	<u>Total</u>
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

<u>Property</u>	<u>Sports</u>	<u>Play</u>	<u>Green infrastructure</u>	<u>Total</u>
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 PROVISIONS DETAILING THE AMOUNT PER DWELLING FOR THE PROVISION OF ON-SITE OPEN SPACE

<u>Number of bedrooms</u>	<u>Children's play spaces</u> <u>m²</u>	<u>Sports facilities m²</u>	<u>Allotments m²</u>	<u>Green Infrastructure</u> <u>m²</u>
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	10.2	50.4	4.8	120
5 bed +	11.9	58.8	5.6	140

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:)



PHIL COURTIER
DIRECTOR OF PLACE
Authorised Signatory:

8061

EXECUTED AS A DEED by)
Roger Bushell as attorney for)
MARY MARSHALL BUSHELL)
under a power of attorney dated)
9 October 2018 in the presence of:)

Witness signature

Witness name

IAN D. SADLER

Witness address

86 MILTON AVENUE,
BARNET.
Herts EN5 2EN

EXECUTED AS A DEED by)
DAVID VICTOR MARSHALL THURGAR)
in the presence of:)

Witness signature

Witness name

JEREMY MOWCK

Witness address

THE OLD POST OFFICE
MARKET PLACE
KENNINGHALL NR16 2AH

EXECUTED AS A DEED by
GRANT STANLEY PILCHER
in the presence of:

) 
)
)

Witness signature



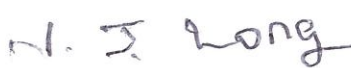
Witness name

Jessica Knights

Witness address

Oaklands Mill Road
Winfarthing
Diss
Norfolk
IP22 2DZ

EXECUTED AS A DEED by
NORMAN JOHN LONG
in the presence of:

)
) 
)

Witness signature



Witness name

JULIEN KIDDELL

Witness address

3 HIGHWAY, LINGWOOD
NORWICH, NORFOLK NR13 4BU

EXECUTED AS A DEED
by GRAHAM WILLIAM LONG
in the presence of:

) 
)
)

Witness signature



Witness name

JULIEN KIDDELL

Witness address

3 HIGHWAY, LINGWOOD
NORWICH, NORFOLK NR13 4BU

EXECUTED AS A DEED by
TIMOTHY JON LONG
in the presence of:

) Timothy Jon Long

Witness signature

JH Kiddell

Witness name

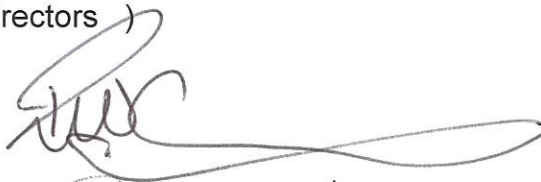
JULIEN KIDDELL

Witness address

3 HIGH WAY, LINGWOOD
NORWICH, NORFOLK NR13 4BW

EXECUTED AS A DEED by)
QUANTUM LAND (BRUNDALL))
LIMITED acting by two directors)

Signature of Director:



Signature of Director:



The scaling of this drawing cannot be assured

Revision	Date	Dm	Ckd

LEGEND



Application Site



Land for Country Park (7ha).



Land for Village Green (3ha)



PHIL COURTIER
DIRECTOR OF PLACE 8061

Project
Land East of the Memorial Hall
Brundall

Drawing Title

Land for Open Space Plan

Date	08.09.2020	Scale	1:5,000	Drawn by	GM/DK	Check by	HL/RM
Project No	26007	Drawing No	26007 19	Revision			



**BARTON
WILLMORE**

Town Planning • Master Planning & Urban Design • Architecture
Landscape Planning & Design • Infrastructure & Environmental Planning
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