

Dated

22 January

2021

(1) **BROADLAND DISTRICT COUNCIL**

and

(2) **R & J M PLACE LIMITED**

and

(3) **TIMOTHY MARGETSON PLACE AND CATRINA ANNE HARDING PLACE**

**Deed of Planning Obligation under Section 106 of the Town and Country
Planning Act 1990 relating to land off Green Lane, Rackheath, Norfolk**

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THIS PLANNING OBLIGATION IS MADE ON

22 January 2021

BETWEEN:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU ('the **Council**') and
- (2) **R & J M PLACE LIMITED** (company number 00537599) whose registered office is at Church Farm, Church Road, Tunstead, Norwich NR12 8RQ ('**First Owner**') and
- (3) **TIMOTHY MARGETSON PLACE** and **CATRINA ANNE HARDING PLACE** of Church Farm House, Church Road, Tunstead, Norwich NR12 8RG. ('**Second Owners**')

together the "**Parties**"

BACKGROUND:

- A The First Owner is the freehold owner of the part of the Site registered at the land registry under title number NK441741.
- B The Second Owners are the freehold owners of the part of the Site registered at the land registry under title number NK375748.
- C The Council is the Local Planning Authority for the area including all of the land that constitutes the Site.
- D The Application was submitted to the Council on behalf of the Owners and the Owners and the Council have entered into this Deed in order to secure the planning obligations contained in this Deed.

IT IS AGREED:

1. DEFINITIONS

- 1.1 In this Deed the following terms have the following meanings:

"1990 Act"	Town and Country Planning Act 1990
"Application"	the application no 20171464 which was validated by the Council on 31 August 2017 seeking full planning permission for the Development
"Development"	the development of the Site by the construction of 322 Dwellings with associated access, open space, landscaping, associated works & increasing height of bund to the Northern Distributor Road
"Dwelling"	a dwelling constructed on the Site pursuant to the Planning Permission
"Implementation"	the carrying out on the Site pursuant to the Planning Permission of a material operation as defined in Section 56(4) of the 1990 Act other than operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure, or the temporary display of site notices or advertisements and any works carried out in connection with the construction of the highway improvement works to be carried out pursuant to the Planning Permission "Implement" and "Implemented" shall be construed accordingly
"North Phase"	means the land shown edged blue on the Phasing Plan to be developed pursuant to the Planning Permission
"Occupation"	occupation of a Dwelling (but not including occupation by contractors or for construction or fitting out purposes or as a showroom or sales office) and "Occupy" and "Occupied" shall be interpreted accordingly
"Owners"	the First Owner and the Second Owners together
"Phase"	means the North Phase or the South Phase
"Phasing Plan"	means the attached plan with reference NHRH1-PH-CON-01
"Planning Permission"	full planning permission granted pursuant to the Application or if the Council agree (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development

"Site" the land off Green Lane, Rackheath, Norfolk as shown edged red on plan no. NHRH-LOC-01A attached hereto

"South Phase" means the land shown edged green on the Phasing Plan developed pursuant to the Planning Permission

- 1.2 This Deed also includes definitions in relation to the provision of Affordable Housing which are set out in Schedule 1 hereto and in relation to the provision of open space which are set out in Schedule 2 hereto.

2. LEGAL BASIS AND INTERPRETATION

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed and imposed on the Owners are planning obligations for the purposes of Section 106 of the 1990 Act enforceable by the Council

- 2.2 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.

- 2.3 Subject to Clause 4.1, wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

- 2.4 A covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.

- 2.5 Where in this Deed reference is made to any clause, paragraph, Schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

- 2.6 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.7 References to any party to this Deed shall include the 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 its statutory functions.

2.8 The headings and contents list are for reference only and shall not affect construction.

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

3. PLANNING OBLIGATIONS.

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 and in the Schedules hereto.

4. OTHER PROVISIONS

4.1 No person shall be liable for any breach of this Deed after it shall have parted with its interest in the Site or that part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT neither the reservation of any rights easements or the inclusion of any covenants in any transfer of the Site (or any part or parts of the Site) shall constitute an interest for the purposes of this clause AND FURTHER PROVIDED THAT if the Owners of any part of the Site have no ownership interest in a particular Phase that particular party shall not have any liability under this Deed for that particular Phase unless and until it obtains an ownership interest in that particular Phase after which it shall be liable like any other party who has an ownership interest in that particular Phase and the provisions in Clause 2.3 above shall then apply.

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 for the purposes of section 106 of the 1990 Act.

4.3 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:

- (i) individual purchasers or lessees of Dwellings 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; and
- (ii) any statutory undertaker or other person who acquires any part of the Site or interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development.

4.4 On completion of this Deed the Owners shall pay the Council's reasonable legal costs incurred in the preparation, negotiation and completion of this Deed.

4.5 Save for the provisions of clauses 4.4, 4.5, 4.6, 4.9, 4.11 5, 6.1, 7, 8.1 and 9.1 the provisions of this Deed shall not take effect until:

- (i) the Planning Permission has been granted; and
- (ii) the Planning Permission has been Implemented.

4.6 This Deed is a local land charge and shall be registered by the Council as such.

4.7 In the event that any provision of this Deed is satisfied or discharged the Council shall if so requested by the Owners procure that a note confirming such satisfaction or discharge is registered on the Register of Local Land Charges.

4.8 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999, save for the provisions set out in Schedule 2 of this Deed which shall be enforceable by the Nominated Body.

4.9 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the validity or enforceability of the remaining provisions.

4.10 This Deed shall cease to have effect (insofar as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the

consent of the Owners) it is modified by any statutory procedure or expires prior to Implementation.

4.11 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.

4.12 Where the agreement, approval, consent or expression of satisfaction is required by the Owners and from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party AND PROVIDED THAT where any variations to any plans or documents referred to in this Deed are approved in respect of a particular Phase pursuant to the grant of another planning permission for the Development pursuant to section 73 of the 1990 Act such variations shall for the purposes of this Deed be treated as having been agreed or approved (as appropriate) by the Council and the Owners of that particular Phase where referred to in this Deed in respect of that particular Phase

5. DISPUTES

5.1 The parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.

5.2 If the matter is not resolved through negotiation the parties may attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Effective Dispute Resolution.

5.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the

president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

5.4 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 5.3 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

5.5 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 working days after the conclusion of any hearing that takes place or 28 working days after he has received any file or written representation.

5.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 working days.

5.7 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

6. VAT

6.1 All payments under this Deed are exclusive of value added tax (VAT).

7. NOTIFICATION

7.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed unless written notification of another address has been received.

7.2 The Owners shall notify the Council in writing within 28 days of:

- (i) the date of Implementation;
- (ii) the Occupation of any Dwelling which acts as a trigger for the performance by the Owners of any obligation in this Deed owed to the Council.

8. CHANGE IN OWNERSHIP

8.1 The Owners shall give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this provision shall not apply to the transfer by way of sale or the grant of a leasehold interest in an individual Dwelling to an owner-occupier or to any statutory undertaker or other person who acquires any part of the Site or interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development.

9. DELIVERY

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

IN WITNESS whereof the Owners and the Council have executed this agreement as a Deed on the date first before written

SCHEDULE 1

AFFORDABLE HOUSING

Part 1

Definitions:

"Affordable Dwellings"

means the 34 Dwellings on the North Phase and the 56 Dwellings on the South Phase to be constructed on the Site and provided as Affordable Housing (to a standard approved by the Council) as shown on the Affordable Housing Plan and in accordance with the table entitled "Affordable Housing Schedule" on the Affordable Housing Plan PROVIDED ALWAYS that reference to "Shared Equity" in the "Affordable Housing Schedule" shall be construed as reference to Intermediate Housing (unless otherwise agreed in writing between the Owners of a particular Phase and the Council PROVIDED ALWAYS that any amendment to or substitution of the Affordable Housing Plan in respect of a particular Phase shall not reduce the overall quantum of Dwellings being provided as Affordable Housing on that Phase) 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 or any other form of housing falling within the definition of 'Affordable Housing' contained in Annex 2 to the National Planning Policy Framework (February 2019) (or any amending or subsequent national planning policy that may be published by the Government from time to time).

"Affordable Housing Plan"

means the attached plan with reference NHRH1-AFFORD-01E (unless otherwise agreed in writing between the Owners of a particular Phase and the Council in respect of that particular Phase)

approved as part of the Planning Permission detailing 34 Affordable Dwellings on the North Phase (being 28% of the total number of Dwellings on the North Phase) of which 20 (being 59% of the Affordable Dwellings on the North Phase) will be Affordable Rented Dwellings and 14 (being 41% of the Affordable Dwellings on the North Phase) will be Intermediate Dwellings and 56 Affordable Dwellings on the South Phase (being 28% of the total number of Dwellings on the South Phase) of which 38 (being 68% of the Affordable Dwellings on the South Phase) will be Affordable Rented Dwellings and 18 (being 32% of the Affordable Dwellings on the South Phase) will be Intermediate Dwellings (or an alternative Intermediate Housing tenure agreed in writing for a particular Phase between the Owners of that particular Phase and the Council).

"Affordable Rented Dwelling"

a Dwelling to be let by a Provider with an appropriate agreement with Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges and shall not exceed the local housing allowance for that area or as otherwise agreed with 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 and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council

"Homes England"

Homes England of Fry Building, 2 Marsham Street, London SW1P 4DF or its successor body or other appropriate body as the Council may reasonably nominate

"Intermediate Dwelling"	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 Dwellings, Shared Equity Dwellings and equity loan products as approved by the Council
"Intermediate Housing"	one or more of Intermediate Dwellings as Shared Equity Dwellings or Shared Ownership Dwellings as agreed by the Council
"Intermediate Rented Dwellings"	Dwellings at rents above those of Social Rented Dwellings but below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area) as determined by the Council
" Administrative Procedure"	the Council's administrative procedures as set out in paragraph 13 of this Schedule
"Market Dwelling"	any Dwelling 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 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"		as defined in the Housing and Regeneration Act 2008 and approved by the Council in writing
"Social Rented Dwellings"		Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent
"Shared Equity Dwelling"		a Dwelling purchased on a shared equity basis where 75% of the equity in the Dwelling is sold to the purchaser at a price equivalent to 75% of the open market value of the said Dwelling at the time of the purchase as if it were a Market Dwelling with power in each case to increase their percentage of ownership up to 100% after 5 years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Provider, such payment to be based on the actual market value as at the date of acquisition of the additional equity
"Shared Ownership Dwellings"		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 the Homes England

“Target Rents”

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 covenant with the Council as follows:

1. To deliver the Affordable Dwellings in accordance with the table entitled "Affordable Housing Schedule" on the Affordable Housing Plan as amended from time to time with the written approval of the Council
2. Not to Occupy the first Market Dwelling within a Phase until the identity of the Provider to which the Affordable Dwellings within that Phase will be transferred or such details as the Council reasonably requires to satisfy itself that such Affordable Dwellings will

be secured as Affordable Housing in perpetuity (subject always to the terms of this Deed) has/have been notified to and approved in writing by the Council provided that such identity may be amended at a later date by agreement in writing with the Council

3. Not to Occupy more than 25% of the Market Dwellings in any Phase (or as otherwise agreed in writing with the Council) until an exchanged unconditional contract for the sale of the Affordable Dwellings within that Phase (as approved by the Council pursuant to paragraph 2 unless otherwise agreed in writing) has been entered into between the Owners of that Phase and the Provider and evidence of the same has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings within that Phase are not to be transferred this obligation shall not apply and for the avoidance of doubt the obligation shall not apply to Intermediate Housing.
4. Not to construct the Affordable Dwellings otherwise than in accordance with the tenure and unit size mix as set out in the table entitled "Affordable Housing Schedule" on the Affordable Housing Plan unless otherwise agreed in writing for a particular Phase between the Owners of that particular Phase and the Council.
5. Unless otherwise agreed in writing between the Owners and the Council, not to Occupy more than the number of Market Dwellings indicated in the first column of the table below contained at paragraph 7 before the number of Affordable Dwellings to be provided as indicated in the second column of such table are Practically Complete and in the case of the Affordable Rented Dwellings only have been transferred to the Provider (or individual plot owners where appropriate, or where no transfer is required, their ongoing provision has been secured) in accordance with paragraph 6 below.
6. All Affordable Dwellings are to be transferred subject to the following terms:
 - 6.1 for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
 - 6.2 free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
 - 6.3 with the benefit of all easements, rights and utilities necessary for their Occupation;

6.4 and the registration of a restriction to secure compliance with the Recycling Obligation

7. The table referred to in Paragraph 5 of this Schedule is as follows:

Market Dwellings within the Development (or within a Phase of the Development if appropriate)	Affordable Dwellings within the Development (or within a Phase of the Development if appropriate)
North Phase	
50%	50%
80%	100%
South Phase	
50%	50%
80%	100%

8. Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the terms of this Deed and PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

8.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquiring pursuant to a voluntary right to buy scheme under the Housing and Planning Act 2016;

8.2 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or a person who has acquired 100% of the leasehold or freehold of a Shared Equity Dwelling in accordance with the terms of this Deed;

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:

8.3.1 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

8.3.2 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;

8.3.3 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 8 (including their successors in title).

9. Any transfer of any Shared Equity Dwelling to a Provider shall include an obligation on the Provider to use the net proceeds from the acquisition by an Eligible Household of any share or interest in an Affordable Dwelling towards alternative Affordable Housing provision

10. Unless otherwise agreed in writing, no Shared Equity Dwelling shall be first Occupied by an owner-occupier unless:

10.1 the amount of equity offered for sale and the sale price for such unit at first Occupation is equal to or less than the level of equity and maximum sale price as shown on the Affordable Housing Plan; and

10.2 the Transferor has sent to the Council (marked for the attention of the Housing Department) within 14 (fourteen) days of completion of the first transfer of such Shared

Equity Dwelling to an owner-occupier a notice stating the total price paid and the amount of equity acquired by the transferee;

11. The Owners shall:

11.1 procure that any transfer of Affordable Dwellings to a Provider requires the Provider to comply with Part 2 of this Schedule and Administrative Procedure; and

11.2 not Occupy or permit Occupation of the Affordable Dwellings other than in accordance with the Part 2 of this Schedule and Administrative Procedure and the terms of this Deed.

12. Local Lettings

12.1 All of the Intermediate Housing and 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 in accordance with the local lettings policy set out on Part 2 below

13. Administrative Procedure

13.1 Unless otherwise agreed in writing, the Affordable Rented Dwellings and the Intermediate Housing shall not be Occupied other than in accordance with this Paragraph 13.

13.2 The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with such alternative procedures as the Council and the Owners shall agree between them.

13.3 In respect of Shared Equity Dwellings only, on the second and subsequent disposals of a Shared Equity Dwelling where the owner has not staircased to 100 per cent of the equity the owner thereof shall notify the Council in writing of his intention to sell his interest in the said Dwelling. The Council shall be entitled within 28 days of receipt of such notice to nominate a person as a purchaser who complies with the Council's eligibility criteria and who is ready, willing and able to purchase the interest in the said Dwelling at a price equivalent to the percentage of the equity that is then owned of the

open market value of the said Dwelling as if it were a Market Dwelling (such price to be agreed in writing with the Council) and who:

- 13.3.1 intends to occupy the said Dwelling as his only residence; and
- 13.3.2 has a total household annual income of not more than £80,000.00 (or such other figure as is prescribed by Homes England or its successor body).
- 13.3.3 If contracts for sale of the said Dwelling to the person nominated by the Council under paragraph 10 are not exchanged within 12 weeks of the Council receiving notification from the owner, the owner of the said Dwelling shall be entitled to sell his interest in the said Dwelling at a price equivalent to the percentage of the equity that he currently owns of the open market value of the said Dwelling as if it were a Market Dwelling.

Part 2

Local Lettings Policy – Rackheath

- 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 and all Intermediate Housing on each Occupation shall be let in accordance with the local lettings policy set out below:
 - 1.1 first allocations shall be made to people living in the parishes of Rackheath
 - 1.2 if there is no suitable person in paragraph 1.1 allocations will be made to people who work in the parishes of Rackheath; 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 parishes of Rackheath to give/receive support to/from close family.
 - 1.4 If there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to an Eligible Household as approved by the Council
- 2 Administrative Procedure for Nominations
 - 2.1 To grant to the Council nomination rights to 100% of the Affordable Rented Dwellings unless otherwise agreed in writing.
 - 2.2 The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the Council and the Owners shall agree between them.

SCHEDULE 2

PART 1

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

Children's Play Space means the land to be provided on the South Phase as children's play space as shown on the Open Space Plans and approved by the Council pursuant to the Planning Permission in line with Open Space Policies

Inflation Provision the increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)

Informal Open Space means the land to be provided in a particular Phase as public open space as shown on the Open Space Plans for a particular Phase and approved by the Council pursuant to the Planning Permission in line with Open Space Policies

Management Company a company to be set up for the purposes of managing and maintaining the Open Space within a Phase

Nominated Body one of the following as determined by the Council for a Phase:

- a) the town or parish council for the area within which the Site is located
- b) such other body as the Council may approve as being responsible for maintenance of the Open Space

**Off-Site Open Space
Contribution (North
Phase)**

c) the Management Company

A sum of £185,176.00 in lieu of the deficiency in the amount of open space provided in the Development compared to that required in accordance with the Councils current Open Space Policies at the date of this deed and increased in line with the Inflation Provision and applied towards the provision of open space serving the Development in the parish of Rackheath.

**Off-Site Open Space
Contribution (South
Phase)**

A sum of £311,713.00 in lieu of the deficiency in the amount of open space provided in the Development compared to that required in accordance with the Councils current Open Space Policies at the date of this deed and increased in line with the Inflation Provision and applied towards the provision of open space serving the Development in the parish of Rackheath.

Open Space

means the land to be provided as public open space on the Open Space North Phase and the Open Space South Phase

**Open Space
Maintenance
Contribution (North
Phase)**

means a financial contribution of £51,257 (calculated in line with the Council's Open Space Policies) and increased in line with the Inflation Provision to be used towards the repair and maintenance of the Open Space North Phase or a sum agreed between the Owners and the Nominated Body as representing the estimated costs of maintaining the Open Space North Phase for a period of 10 years

Open Space Maintenance Contribution (South Phase) means a financial contribution of £86,283 (calculated in line with the Council's Open Space Policies) and increased in line with the Inflation Provision to be used towards the repair and maintenance of the Open Space South Phase or a sum agreed between the Owners and the Nominated Body as representing the estimated costs of maintaining the Open Space South Phase for a period of 10 years

Open Space North Phase means the open space to be provided on the North Phase and which for the avoidance of doubt shall provide 7,940m² of Informal Open Space as shown on plan NHRH1-OPEN-01A (unless otherwise agreed in writing between the Owners of the North Phase and the Council PROVIDED ALWAYS that any amendment to or substitution of this plan shall not reduce the overall amount of Open Space being provided on the Open Space North Phase)

Open Space South Phase means the open space to be provided on the South Phase and which for the avoidance of doubt shall provide for a minimum of 20,932m² of Informal Open Space and 2,656m² of Children's Play Space as shown on plan NHRH1-OPEN-01A (unless otherwise agreed in writing between the Owners of the South Phase and the Council PROVIDED ALWAYS that any amendment to or substitution of this plan shall not reduce the overall amount of Informal Open Space or Children's Play Space being provided on the Open Space South Phase)

Open Space Plans means the attached plan with reference NHRH1-OPEN-01A and the plans listed below and provided/approved as

part of the Planning Permission (unless otherwise agreed in writing in respect of a particular Phase between the Owners of that particular Phase and the Council)
PROVIDED ALWAYS that any amendment to or substitution of the Open Space Plans shall not reduce the overall amount of Open Space being provided on either the Open Space North Phase or the Open Space South Phase)

Open Space Plans:

Landscape Masterplan JBA 14-75 SK01 Rev C

Landscape Masterplan JBA 14-75 SK02 Rev C

Fence Detail Plan JBA 14.73 DT01 Rev A

Roundabout JBA 14.75 SK03

Detailed Hard & Soft Landscaping for POS JBA 14-75-01

Detailed Hard & Soft Landscaping for POS JBA 14-75-02

Detailed Hard & Soft Landscaping for POS JBA 14-75-03

Detailed Hard & Soft Landscaping for POS JBA 14-75-04

Detailed Hard & Soft Landscaping for POS JBA 14-75-05

Detailed Hard & Soft Landscaping for POS JBA 14-75-06

Detailed Hard & Soft Landscaping for POS JBA 14-75-07

Detailed Hard & Soft Landscaping for POS JBA 14-75-08

Detailed Hard & Soft Landscaping for POS JBA 14-75-09

Detailed Hard & Soft Landscaping for POS JBA 14-75-010

Detailed Hard & Soft Landscaping for POS JBA 14-75-011

Detailed Hard & Soft Landscaping for POS JBA 14-75-012

Detailed Hard & Soft Landscaping for POS JBA 14-75-013

Detailed Hard & Soft Landscaping for POS JBA 14-75-014

Detailed Hard & Soft Landscaping for POS JBA 14-75-015

Detailed Hard & Soft Landscaping for POS JBA 14-75-016

LANDSCAPE AND ECOLOGICAL MANAGEMENT
AND MAINTENANCE PLAN REF JBA 14/75
SEPTEMBER 2018

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

Standard Terms

in accordance with the reasonable requirements of the Council in consultation with the Nominated Body for a particular Phase to include:

- the transfer of the freehold estate of the Open Space North Phase or Open Space South Phase (as appropriate) 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 North Phase or Open Space South Phase (as appropriate) for recreational and amenity purposes by the general public
- an obligation to maintain the Open Space North Phase or Open Space South Phase (as appropriate) to a standard suitable for use by members of the public
- a requirement that the Nominated Body's conveyancing fees and disbursements in relation to the relevant transfer 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 Open Space North Phase or Open Space South Phase (as appropriate) as public open space and all encumbrances which might result in additional cost or liability to the Nominated Body for that particular Phase

not normally associated with the use of the Open Space
North Phase or Open Space South Phase (as appropriate)

The Owners hereby covenant with the Council as follows:

1. **Open Space**

- 1.1 Not to Occupy or allow Occupation of more than 80% of the Dwellings within a Phase unless and until the Open Space has been provided for that Phase in accordance with the Open Space Plans ("the **Open Space Works**").
- 1.2 to thereafter maintain the Open Space Unencumbered within that Phase to a standard suitable for use by members of the public and not to use the Open Space within that Phase for any purpose other than public recreation and amenity land for the general public until any transfer of the Open Space for that Phase is completed
- 1.3 Not to Occupy more than 75% of the Dwellings within a Phase until a written notice requesting confirmation of the Nominated Body for that Phase has been served on the Council
- 1.4 In the event that the Management Company is the Nominated Body for a Phase not to Occupy more than 75% of the Dwellings within a Phase until:
 - (a) The Management Company for that Phase has been created to the satisfaction of the Council; and
 - (b) the memorandum and articles of association and the form of transfer of the Open Space for the relevant Phase to the Management Company has been approved by the Council
- 1.5 Not to Occupy more than 80% of the Dwellings within a Phase until it has entered into a contract with the Nominated Body for that Phase for the transfer of the Open Space for that Phase in accordance with the Standard Terms and provided evidence of the same to the Council
- 1.6 Not to Occupy more than 80% of the Dwellings within the North Phase until the Open Space Maintenance Contribution (North Phase) has been paid to the Nominated Body PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Open Space North Phase unless it has been provided and maintained in strict accordance with the Open Space Plan
- 1.7 Not to Occupy more than 80% of the Dwellings within the South Phase until the Open Space Maintenance Contribution (South Phase) has been paid to the Nominated Body PROVIDED THAT the Nominated Body shall not be required to accept the transfer

of the Open Space South Phase unless it has been provided and maintained in strict accordance with the Open Space Plan

1.8

Off-Site Open Space Contribution

2. To pay the Off-Site Open Space Contribution (North Phase) to the Council on or prior to first Occupation of any Dwelling within the North Phase
3. To pay the Off-Site Open Space Contribution (South Phase) to the Council on or prior to first Occupation of any Dwelling within the South Phase

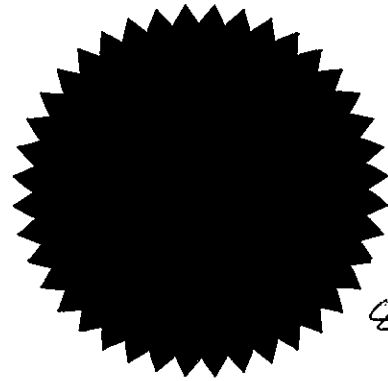
Part 2

Council Obligations

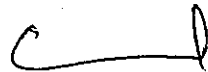
The Council covenants with the Owners as follows:

1. 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 to repay the unspent balance to the payer together with any interest accrued

THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed In the presence of:)

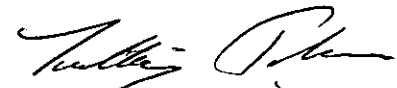


8085


Deputy Monitoring Officer
Linda Mockford

EXECUTED as a DEED by)
R & J M PLACE LIMITED)
in the presence of:)

Director


Catha Place

Director/Secretary

EXECUTED as a DEED by)
TIMOTHY MARGETSON PLACE)
in the presence of:)


A. Boud.
4, VALLEY GARDENS
NORTH WALSHAM
NORFOLK.
NR28 9QE.
TRANSPORT MANAGER

EXECUTED as a DEED by)
CATRINA ANNE HARDING)
PLACE)
in the presence of:)


Catha Place
A. Boud.
4, VALLEY GARDENS
NORTH WALSHAM
NORFOLK,
NR28 9QE.
TRANSPORT MANAGER.

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