DATED 29th June 2021

BROADLAND DISTRICT COUNCIL (1)

- and -

NORFOLK COUNTY COUNCIL (2)

- and –

PHILLIP PATRICK JEANS, SANDRA VERNA JEANS,
PATRICK STEPHEN JEANS and STEPHANIE MARIE JEANS (3)

PLANNING OBLIGATION DEED

Under (inter alia) Section 106 of the
Town and County Planning Act 1990
as amended by the
Planning and Compensation Act 1991
relating to land off
Green Lane East, Little Plumstead, Norfolk

nplaw
Martineau Lane
Norwich

Ref: PRC/70285

PLANNING OBLIGATION DEED

SECTION 106 OF

THE TOWN AND COUNTRY PLANNING ACT 1990

THIS DEED OF AGREEMENT ("this Deed") is made the 29th day of June 2021

BETWEEN:

(1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Norwich NR7 0DU ("the Council");

(2) **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich Norfolk NR1 2DH ("the County Council"); and

(3) **PHILLIP PATRICK JEANS, SANDRA VERNA JEANS, PATRICK STEPHEN JEANS** and **STEPHANIE MARIE JEANS** [redacted] ("the Owner").

together referred to as "the Parties"

RECITALS

(1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated

(2) The County Council is a local planning authority for the purposes of the 1990 Act and the local highway authority for the area in which the Site is situated

(3) The Owner is the freehold owner of the Site.

(4) Halsbury Homes Limited has submitted the Application to the Council and the Council has resolved to grant the Planning Permission subject to the prior completion of this Deed.

(5) The Parties have agreed to enter into this Deed with the intention that obligations contained herein may be enforced by the Council and the County Council against the Owner in relation to the Site.

(6) In order to implement the policies and proposals of the development plan for the Council's administrative area and in order to serve the needs of the residents of the Dwellings as follows:

a. provision of Affordable Housing as part of the Development as required as further set out in the Second Schedule to this Deed;
b. provision of informal open space which includes mitigation for any impacts on sensitive internationally designated sites as set out in the Fourth Schedule to this Deed;
c. either an obligation to comply with the Travel Plan or funding towards the costs associated with the implementation of the Travel Plan by the County Council as set out in the Fifth Schedule to this Deed; and
d. provision of a road providing access to sites safeguarded for a medical centre and extra care provision as set out in the Third Schedule.

(7) Save where otherwise stated or where the context so admits it is intended that this Deed will take effect once the Planning Permission has been granted and the Reserved Matters application has been approved and the Development has Commenced

NOW THIS DEED WITNESSETH as follows:

1. **DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"the 1990 Act"	the Town and Country Planning Act 1990 as amended
"Application"	the application validated on 6 February 2020 for outline planning permission for the development of up to 130 market and affordable dwellings, a 92 bed extra care independent living facility (use class c3) and a medical centre (use class D1) with all matters reserved except access submitted to the Council and allocated reference number 20200202
"Commencement"	the date on which a material operation as defined in Section 56(4) of the 1990 Act is first carried out except operations consisting of

	site clearance demolition archaeological investigations ground surveys removal of contamination or other adverse ground conditions erection of temporary fences laying of services the temporary display of site notices and/or advertisements Site Infrastructure Medical Centre and "Commence" "Commenced" and "Commencement Date" shall be interpreted in accordance with this definition
"Development"	the development of the Site to be carried out pursuant to the Planning Permission
"Dwelling"	any residential unit to be constructed on the Site pursuant to the Planning Permission as part of the Development whether Affordable Housing Dwellings or Open Market Dwellings but excluding Extra Care.
Extra Care	Any dwelling provided as part of the Extra Care Facility
"Index Linked"	In relation to a payment to which this expression is applied by this Deed, means index linked from the committee date until the date the payment is made ("the index period"), such index linking being an increase or decrease in the amount of the payment equivalent to any change during the index period in the RICS Building Cost Information Service All In Tender Index (but in relation to Fifth Schedule (Travel Plan) the index being the Retail Price Index (All Items) published by the Office for National Statistics or if either of such indices ceases to be published, another index notified to the Owner by the Nominated Officer)

"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 any building or part of the Site as a Dwelling or for any purposes authorised by the Planning Permission but excluding occupation for the purposes of construction internal and external refurbishment decoration fitting-out marketing or security operations and "Occupy" and "Occupied" shall be construed accordingly
"Plan"	the plan attached to this Deed at the First Schedule (ref: RAC_3A)
"Planning Permission"	the planning permission to be granted subject to conditions by the Council pursuant to the Application
"Reserved Matters"	the appearance, landscaping, layout and scale of the Development in respect of which details have not been given in the Application
"Reserved Matters Application"	the application(s) for the approval of Reserved Matters to be submitted to the Council pursuant to the Planning Permission
"Section 38 Agreement"	any proposed agreement between the Owners and the highway authority pursuant to Section 38 of the Highways Act 1980 or any statutory modification or re-enactment thereof to ensure that the estate roads and footpaths on the Site are constructed to the required standard for adoption
"Site"	the land off Green Lane East, Little Plumstead, Norfolk shown edged red for identification purposes only on the Plan against which this Deed may be enforced

2. INTERPRETATION

2.1 One gender includes all the others

2.2 The singular includes the plural and vice versa

2.3 Planning Obligations imposed on more than one person are joint and several

2.4 The parties to this Deed include successors in title to the Site and reference to the Council includes any successor local planning authority exercising powers under the 1990 Act and reference to the County Council includes any successor authority exercising powers under the Highways Act 1980

2.5 A covenant not to do something includes a covenant not to permit or suffer that thing to be done

2.6 Headings in this Deed are for ease of reference only and cannot be taken into account in its construction or interpretation

2.7 A reference to a paragraph or clause in the Schedule of this Deed is a reference to a paragraph or clause in that part of the Schedule

2.8 Reference to any statutory provision includes reference to Acts of Parliament and all other legislation having effect as directly or indirectly amended consolidated extended replaced or re-enacted by any subsequent legislation and any orders regulation instruments or other subordinate legislation made under that statute or provision

3. ENABLING POWERS AND LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council and the County Council

3.2 It is agreed by the Parties that any obligation contained within this Deed which sets out how a planning obligation will be performed will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended

3.3 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

3.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done

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

4. **OWNERS' COVENANTS AND OBLIGATIONS**

4.1 The Owners covenants with the Council and the County Council in this Deed and the Schedules to this Deed (as appropriate).

5. **AGREEMENTS AND DECLARATIONS AND OTHER PROVISIONS**

The parties agree and declare as follows:

5.1 No person shall be liable for any breach of this Deed which first occurs after they shall have disposed of all or part of their interest in the Site or that part of the Site to which the breach relates PROVIDED THAT the reservation of any rights easements or the inclusion of any covenants or restrictions in any transfer shall not constitute an interest for the purposes of this clause

5.2 The Owner confirms that it is the owner of the Site (as detailed above) with full power to enter into this Deed and that there is no person or body with an interest in any part of the Site whose consent is necessary to make this Deed binding on all interests in the Site

5.3 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:

5.3.1 Save for the obligations contained in the Second Schedule 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:

5.3.2 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.

5.3.3 any statutory undertaker or other person who

5.3.4 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

5.4 On completion the Owners will pay the Council's and the County Councils reasonable legal costs in connection with this Deed

5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

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

5.7 No waiver, express or implied, by the Council or County Council constitutes a continuing waiver, nor prevents the Council or the County Council from enforcing any of the provisions in this Deed

5.8 The covenants requirements and the planning obligations in this Deed shall only come into effect once Development has Commenced unless otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants requirements or the planning obligations

5.9 This Deed shall be registered as a local land charge by the Council

5.10 Where approval or consent is required from any party to this Deed such approval or consent shall not be unreasonably withheld or delayed

5.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission

5.12 Following the performance of all the obligations contained in the Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed

5.13 If the Planning Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Planning 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. COUNCIL AND COUNTY COUNCIL OBLIGATIONS

6.1 The Council and the County Council hereby covenant with the Owner (as appropriate) to comply with their respective requirements in this Deed set out in the Sixth Schedule and the Seventh Schedule.

7. RANSOM STRIPS

7.1 Without prejudice to the generality of clause 4 above the Owner covenants with the Council and the County Council to construct or improve any road cycle-track or other services on the Site required under the terms of this Deed or the Planning Permission or any Section 38 Agreement up to the boundary of the Site and the Safeguarded Land but for the avoidance of any doubt this provision shall not place any obligation on the Owners to grant any rights to the owner of any land which abuts any part of the Site other than the Safeguarded Land.

8. DISPUTES

8.1 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

8.2 Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

9 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

9.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

10. **INTEREST AND VAT**

10.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base rate of the Bank of England from time to time

10.2 All payments made in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof

11. **NOTICES**

11.1 Any notice or written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by registered or recorded delivery to address given at the beginning of this Deed unless written notification of another address has been received

11.2 The Owners or any one of them will notify the Nominated Officer and the County Council in writing of the relevant

11.2.1 anticipated triggers seven days in advance of each anticipated date

11.2.2 actual triggers within seven days of each actual date

11.3 If the Owners or any one of them disposes of their interest in all or part of the Site they will notify the Nominated Officer and the County Council within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT this requirement shall not apply to the sale of any Dwellings for Occupation as dwellinghouses

12. **MORTGAGEE CONSENT**

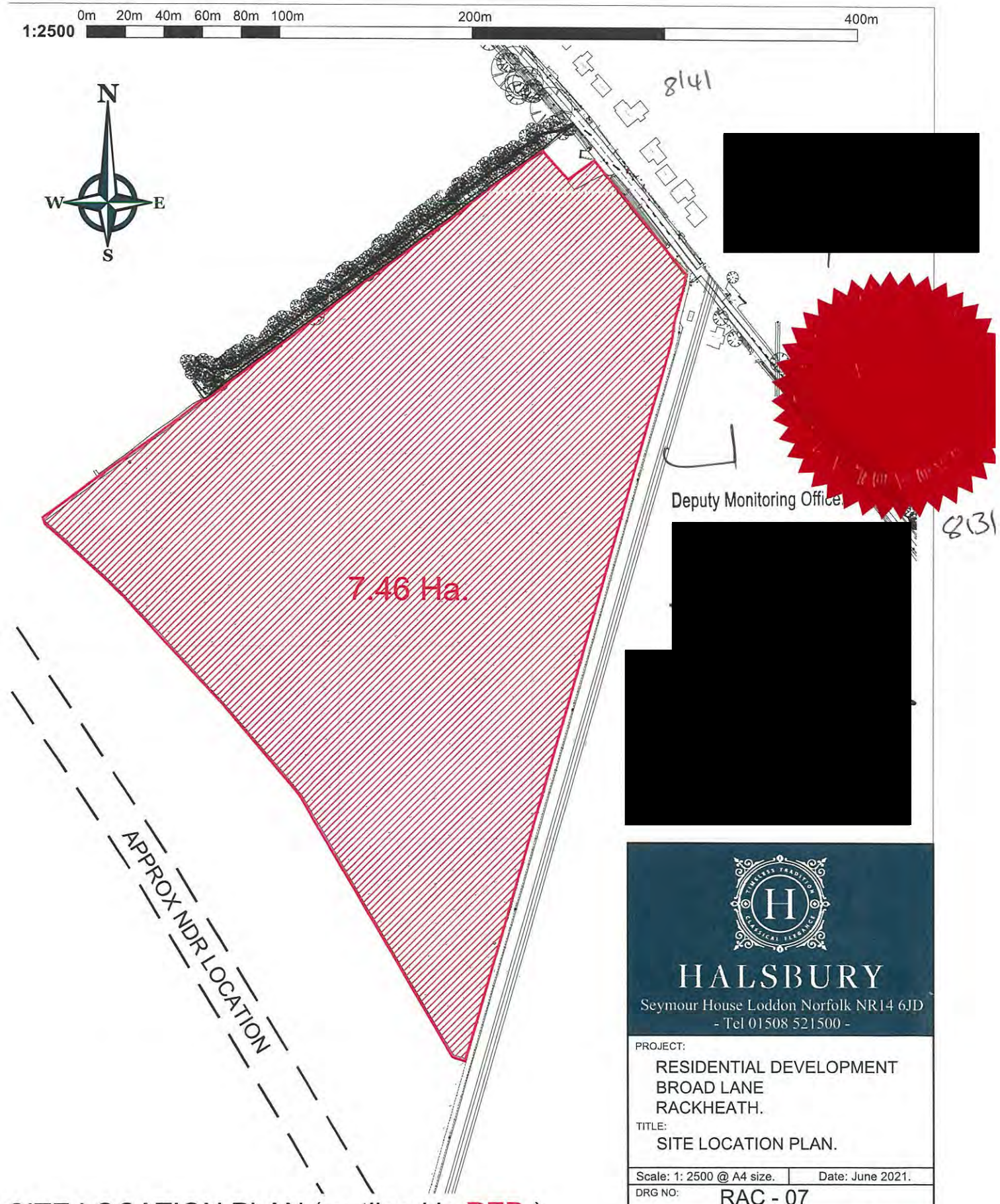
No mortgagee or chargee is required to observe or perform the obligations in this Deed unless it takes possession of the Site. (For the avoidance of doubt any person acquiring title to all or part of the Site as a result of a mortgagee or charge enforcing its security will be bound by the terms of this Deed.)

IN WITNESS whereof the parties hereto have executed this instrument as their Deed and it is the parties' intention that this Deed be delivered and it is hereby delivered on the date first before written

FIRST SCHEDULE

Plan

Ownership Plan



SITE LOCATION PLAN (outlined in **RED**).
1:2500

HALSBURY
Seymour House Loddon Norfolk NR14 6JD
- Tel 01508 521500 -

PROJECT:
RESIDENTIAL DEVELOPMENT
BROAD LANE
RACKHEATH.

TITLE:
SITE LOCATION PLAN.

Scale: 1: 2500 @ A4 size.	Date: June 2021.
DRG NO: RAC - 07	

Drg Loc: Rackheath / Architecture / Drawings / Location Plan v04.dwg

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SECOND SCHEDULE

Affordable Housing

Part 1

"Affordable Dwellings"	the Dwellings to be constructed on the Site to a standard agreed with the Council as Affordable Housing excluding extra care 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"	50% Affordable Housing for Rent and 50% Intermediate Housing excluding extra care
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 28% of the total number of dwellings excluding extra care (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	A scheme securing the Affordable Housing Provision and specifying: - The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings; - full details of the design of the Affordable Dwellings - The identity of the Provider

	- The location, type and size of Affordable Dwellings to be constructed on the Site - 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 And which for the avoidance of doubt shall not include any part of the Safeguarded Land
"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 the 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
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of the Second 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"	Shared Equity Charge Housing (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).
"NPPF"	The National Planning Policy Framework published in February 2019
"Open Market Dwelling"	any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Practically Complete"	Means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically Completed" shall be construed accordingly
"Provider"	(i) SAFFRON HOUSING TRUST LIMITED (ii) another Registered Provider; or (iii) 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
"Shared Equity Charge Housing"	dwellings purchased at 75% Open Market Value on a freehold basis with a second charge ("the Second Charge") for the remaining 25% in favour of the Provider. The Second Charge shall have no interest payable in relation to it and shall not involve any consideration being due on initial sale. The Second Charge shall not be redeemed or removed by the purchaser otherwise than on or after the 5th anniversary of the first sale of the Shared Equity Charge Housing and only for consideration the equivalent of 25% of the Open Market Value at that time, or, if at any point in time the Shared Equity Charge Housing is sold, then the proceeds of sale shall be divided, the 75% of the proceeds to the vendor and 25% to the Provider and the Second Charge shall thereafter be redeemed and removed from the title on completion of the sale.

1. AFFORDABLE HOUSING

The Owner covenants with the District Council as follows:

1.1 Not to Commence the Development unless the Affordable Housing Scheme has been submitted as part of the application for Reserved Matters approval related to the Planning Permission and has been approved by the Council in writing

1.2 The timetable for the 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 the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred or are to be disposed of to owner-occupiers, this obligation shall not apply (Shared Equity Dwellings).

1.4 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.

1.5 Not to offer for sale any Intermediate 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 (or allow to be Occupied) more than 47 of the Open Market Dwellings until 18 of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the Provider (or in the case of Affordable Housing for Rent or individual owner- occupiers) with a charge being entered into in favour of the Provider in the case of Shared Equity Charge Housing and not to Occupy (or allow to be Occupied) more than 70 of the Open Market Dwellings until the remaining Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (in the case of Affordable Housing for Rent or individual owner-occupiers with a charge being entered into in favour of the Provider in the case of Shared Equity Charge Housing 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) in the case of Shared Equity Charge Housing the Provider shall comply with the Recycling Obligation

Unless otherwise agreed in writing with the Council to comply with the local connection cascade set out in Part 2 of this Schedule

1.7 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:

1.7.1 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;

1.7.2 by a person who has acquired 100% of a Shared Equity Charge Housing dwelling

1.7.3 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

1.7.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.7 (including their successors in title)

Part 2

Local Letting Policy: Local Connection Eligibility Criteria

1 Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Housing for Rent (as chosen by the Council) shall be let on first Occupation in accordance with the local lettings policy set out below:

1.1 First allocations shall be made to people living in the Parish of Great Plumstead, Little Plumstead and Thorpe End.

1.2 If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Great Plumstead, Little Plumstead and Thorpe End; and

1.3 If there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the Parish of Great Plumstead, Little Plumstead and Thorpe End to give/receive support to/from close family.

1.4 If there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocations or if none, any Eligible Household.

Administrative Procedure for Nominations

2.1 To grant to the Council nomination rights to 100% of the first letting of any Affordable Housing for Rent unless otherwise agreed in writing.

2.2 The administrative procedure for nominations shall be in accordance with the Council's Housing (Options) Allocations Policy as amended from time to time, or in accordance with alternative procedures as the Council and the Owners shall agree between them

THIRD SCHEDULE

Safeguarding and Site Infrastructure

"Extra Care Facility"	means an area of 1.2 Ha whose location shall be defined in Reserved Matters safeguarded for an extra care independent living facility as described in the Application
"Fully Serviced"	means with suitable access to the adopted highway and provided to the boundary of the relevant plot with surface water and foul water drainage and gas, water, electricity and telecommunication services of sufficient capacity for the intended use of the site
"Medical Centre"	means an area of 0.4 Ha whose location shall be defined in Reserved Matters safeguarded for a medical centre as described in the Application
"Safeguarded Land"	Means the land safeguarded for the Medical Centre and the Extra Care Facility
"Site Infrastructure"	Means Fully Serviced roads sewers services and all necessary infrastructure to allow the development of the Medical Centre and the Extra Care Facility and which may also serve the Development

2. Safeguarding and Site Infrastructure

The Owner covenants with the District Council as follows:

2.1 The Safeguarded Land shall be safeguarded for use as a Medical Centre and Extra Care Facility and the Owner shall not use the land for any purpose other than as a Medical Centre or Extra Care Facility and shall not without the consent of the Council use the land for any other purpose that would compromise the provision of the Medical Centre or Extra Care Facility render such land less suitable for use for the purposes of providing the Medical Centre or Extra Care Facility or to add to the cost of time likely taken to construct the Medical Centre or Extra Care Facility or for the Medical Centre or Extra Care Facility to become operational or available for use.

2.2 Not to Commence the Development of any Dwellings until the Site Infrastructure has been provided.

2.3 To submit a Reserved Matters or detailed application for the Medical Centre within 12 months of the grant of the Planning Permission.

2.4 Prior to the Occupation of the 40th Open Market Dwelling to construct the ground floor slab of the Medical Centre subject only to approval of such Reserved Matters or detailed application.

FOURTH SCHEDULE

OPEN SPACE

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

"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
"Green Infrastructure Contribution"	Means that part of the Off-Site Open Space Contribution and / or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as detailed in Part 2 of this Schedule
"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)
"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) the Council; b) the town or parish council for the area within which the Site is located; c) the Management Company; or d) such other body as the Council may elect as being responsible for maintenance of the Open Space
"Off-Site Open Space Contribution"	A sum in lieu of deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Council's current Open Space

	Policies at the date of this Deed such sum to be calculated in accordance with Part 2 of this Schedule and increased in line with the Inflation Provision and applied in the Council's absolute discretion towards the provision of Open Space serving the Development in the parishes of Sprowston, Rackheath and Plumstead And for Green Infrastructure Contributions to be used at in line with the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3
"Open Space"	Land to be set aside and used as public open space which may include areas for formal recreation, play, allotments and green infrastructure in line with the Open Space Policies
"Open Space Maintenance Contribution"	A financial contribution towards the repair, management and maintenance of the Open Space within the Site to be calculated in accordance with Part 2 of this Schedule and increased in line with the Inflation Provision
"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
"Open Space Scheme"	A scheme securing the provision of Open Space calculated in accordance with Part 2 of this Schedule (unless the Nominated Officer agrees an Off-Site

Open Space Contribution in lieu of part or all of the Open Space in which case such lower amount as the Nominated Officer agrees) and containing:
- full details of the amount of recreation, play, allotment and green infrastructure provision to be provided having regard to the Open Space Policies and the Safeguarded Land of the
- 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
- agreed Off-Site Open Space Contribution (if any)
- such other information as the Council may reasonably require to enable approval of the Open Space Scheme

Provided always that such scheme shall not relate to the Safeguarded Land

"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 the Open Space

Part 1

The Owners hereby covenant with the Council as follows:

1. OPEN SPACE

1.1 Not to Commence or allow Commencement of the Development until the Open Space Scheme has been submitted to and approved in writing by the Nominated Officer.

1.2 Where the Nominated Officer has agreed to a deficiency in the amount of Open Space within the Site to pay the Off-Site Open Space Contribution prior to Occupation of any Dwelling.

2. ON-SITE OPEN SPACE

Where Open Space is to be provided on-Site under the Approved Open Space Scheme:

2.1 Not to Occupy or allow Occupation of any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Open Space Scheme and the planning conditions imposed by the Planning Permission.

2.2 Not to Occupy or allow Occupation of more than 50% of the Dwellings until the Open Space to be provided has been laid out and provided in accordance with the Approved Open Space Scheme to the written satisfaction of the Council

2.3 Thereafter to 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

2.4 Not to Occupy or allow Occupation of 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 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 provided in accordance with the Approved Open Space Scheme has been transferred to the Nominated Body subject to the Standard Terms; and

c) the Open Space Maintenance Contribution has been paid to the Council

PROVIDED FIRSTLY 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 AND SECONDLY THAT there shall be no obligation to pay the Open Space Maintenance Contribution where the Nominated Body is not the Council, the town or parish council for the area within which the Site is located or such other body funded by the Council.

Part 2

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

Contribution towards purchase of land

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

Equipping of Off Site Open Space

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

Maintenance of Off-Site and On-Site Open Space

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

Part 3

Extract from Open Space Policies detailing the Area (Sq mtrs) required per dwelling for the provision of on-site Open Space

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

FIFTH SCHEDULE

Travel Plan

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

"Approved Travel Plan"	Means the Travel Plan submitted to the County Council by the Owner in accordance with the conditions of the Planning Permission and approved by the County Council in writing
"Bond Sum"	Means the sum of £530 per Dwelling or such other sum as the County Council may agree in writing being the cost of implementation of and compliance with the Approved Travel Plan such sum to be Index Linked
"Travel Plan"	Means a framework of options/measures to enable and encourage people to travel more sustainably and to reduce the need to travel being site and people specific
"Travel Plan Bond"	Means a bond in the form annexed at Annex 1
"Travel Plan Contribution	Means the sum of £530 per Dwelling or such other sum as the County Council may agree in writing towards the implementation of the Travel Plan for the Development such sum to be Index Linked
"Travel Plan Review Fee"	Means the sum of £2500 (payable in accordance with clause 1.4 – 1.4.1 over 5 instalments of £500) towards the monitoring by the County Council of the Travel Plan such sum to be Index Linked
"Travel Plan Update"	Means a Mode of Travel Survey prepared in consultation with the County Council detailing how the Approved Travel Plan has operated during the relevant period and its effectiveness

The Owner hereby covenants with the County Council as follows:

1. TRAVEL PLAN

1.1 to pay the Travel Plan Contribution to the County Council prior to Occupation of the first Dwelling towards the production, approval and on-going review of a Travel Plan for the Development;

OR

1.2 not to Commence the Development until a Travel Plan has been submitted to the County Council for approval as an Approved Travel Plan in accordance with the Planning Permission and thereafter to monitor and review the Approved Travel Plan and submit a Travel Plan Update to the County Council on the twelve month anniversary after the date of first Occupation of the Development and on subsequent anniversaries (or such other date as may be agreed with the County Council) such monitoring to continue each year until the second anniversary of final Occupation of the Development; and

1.3 If the Owner proceeds under paragraph 1.2 above not to allow first Occupation of any Dwelling until it has complied with paragraphs 1.3 (a) or 1.3 (b) below:

(a) obtained and provided to the County Council the Travel Plan Bond with a Surety approved by the County Council for the Bond Sum ("the Approved Travel Plan Bond");

OR

(b) deposited the Bond Sum with the County Council ("the Travel Plan Deposit")

AND

1.4 Prior to first Occupation of any Dwelling to pay the first instalment of the Travel Plan Review Fee a sum of £500 (Index Linked) ("the First Payment") and;

1.4.1 On the anniversary of the First Payment and thereafter for the following 3 successive years on the same anniversary to pay the sum of £500 (Index Linked in each case)

1.5 In the event that the Owner fails in the reasonable opinion of the County Council to perform the obligations and deliver the requirements of the Approved Travel Plan the County Council may serve notice on the Owner confirming the actions required by the Owner to comply with the obligations contained in this Deed ("the Performance Notice"); and

1.6 If after a period of 28 days the Owner has failed in the reasonable opinion of the County Council to comply with the Performance Notice the County Council may call in the Approved Travel Plan Bond or utilise the Travel Plan Deposit as the case may be and carry out the requirements of the Approved Travel Plan without further recourse to the Owner.

SIXTH SCHEDULE

COUNCIL COVENANTS

The Council hereby covenants with the Owners as follows:

1. to hold any contribution received under the Fourth 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 10 years of receipt of the total amount of the relevant contribution to repay the unspent balance to the payer together with any interest accrued.

4. the Council shall within 28 days of written request provide to the Owners the details of the expenditure of any Contribution.

5. at the written request of the Owners the Council shall provide written confirmation of the discharge of any or all the obligations (as appropriate) contained in this Deed when satisfied that such obligations have been performed.

SEVENTH SCHEDULE

COUNTY COUNCIL COVENANTS

The County Council hereby covenants with the Owners as follows:

1.1 following payment of the relevant Travel Plan Contribution the County Council shall take responsibility for implementing and complying with the relevant Travel Plan without delay.

1.2 within 28 days of written request provide to the Owners the details of the expenditure of the relevant Travel Plan Contribution.

1.3 at the written request of the Owners the County Council shall provide written confirmation of the discharge of any or all of the obligations (as appropriate) to the County Council contained in this Deed when satisfied that such obligations have been performed

Annex 1

Form of Travel Plan Bond

DATED 20

- and -

BOND

in respect of

Norfolk County Council

County Hall

Martineau Lane

NORWICH

NR1 2DH

THIS BOND reference number [ref no.] is made as a deed
this day of 20
By [ ] ("the Surety")

On behalf of: [ ] ("the Developer")

In favour of: THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich Norfolk ("the County Council")

WHEREAS:

(A) by an agreement dated [ ] and made between the County Council and the Developer ("the Agreement") the Developer undertook to provide a bank bond issued in favour of the County Council in the sum of £[ ]([ ] pounds) ("the Bond Sum")

(B) the Surety at the request of the Developer and with the approval of the County Council has agreed to become the surety for the Developer and will pay to the County Council the Bond Sum upon demand.

NOW THIS DEED WITNESSES:

1. the Surety is held and firmly bound to the County Council in the sum of [£(pounds)] ("the Bond Sum") to be paid to the County Council for which payment we bind ourselves and our successors and assigns by these presents

2. upon receipt by the Surety of the County Council's written demand stating "the Developer has failed to duly perform and observe all the terms of the Agreement" ("Demand") the Surety shall pay to the County Council within 28 days of receipt of the Demand such amount as certified by the County Council as is required to satisfy and discharge the damages sustained by the County Council (including without prejudice to the generality thereof any costs actually incurred by the County Council pursuant to the Agreement)

3. receipt of a Demand from the County Council shall be taken as conclusive evidence by the Surety for the purposes of this Bond that a breach has occurred and the sum demanded is properly due PROVIDED THAT the amount demanded does not exceed the Bond Sum.

4. Multiple Demands may be made pursuant to this Bond up to the Bond Sum

5. Subject to the Developer performing the obligations in the Agreement the Bond Sum will reduce as follows:

a) Upon receipt of written confirmation from the County Council the Bond Sum shall be reduced by one fifth of the original Bond Sum upon the first anniversary of first Occupation (as defined in the Agreement) and thereafter upon receipt of the County Council's written confirmation by a further one fifth on each subsequent anniversary of first Occupation
b) To nil on the fifth anniversary of first Occupation PROVIDED THAT the County Council has provided it's written confirmation that the obligations in the Agreement have been complied with

6. This Bond shall expire upon the earlier of:
a) The date upon which the Bond Sum is reduced to nil: or
b) The date upon which the County Council confirms in writing that the Bond is no longer required and the same is formally released

7. This Bond is a continuing obligation and shall remain in full force until released or discharged in accordance with the provisions contained herein.

8. This Bond is personal to the County Council and is not transferable or assignable without the consent of the Surety such consent not to be unreasonably withheld PROVIDED THAT a Statutory successor in title to the County Council shall automatically be deemed to have the consent of the Surety and will benefit from this Bond

9. Subject to Clause 8 above no party who is not a party to this Bond shall be entitled to enforce any of its terms for his own benefit and the application of the Contracts (Rights of Third Parties) Act 1999 to the terms of this Bond are hereby expressly excluded .

10. This Bond shall be governed by and construed in accordance with the law of England.

SIGNED as a Deed by
the Surety acting by:-

AUTHORISED SEALING OFFICER

AUTHORISED SEALING OFFICER

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

C M MOORCROFT
Deputy Monitoring Officer

8131

and this deed has been duly and properly executed
in accordance with the constitution of Broadland District Council

THE COMMON SEAL of)
NORFOLK COUNTY)
COUNCIL was hereunto affixed)
in the presence of:)

8141

[redacted]

(S F WHITWORTH)
Authorised to sign on behalf of Chief Legal Officer

.....

authorised for and on behalf of the Chief Legal Officer
and this deed has been duly and properly executed
in accordance with the constitution of The Norfolk County Council

SIGNED AS A DEED by Phillip Patrick Jeans in the presence of:-

[redacted]

[redacted]

Signature of Witness

Name of Witness BENITA NEALE

Address of Witness [redacted]

SIGNED AS A DEED by Sandra Verna Jeans in the presence of:-)
)

[redacted]

[redacted]

Signature of Witness

Name of Witness BENITA NEALE

Address of Witness [redacted]

SIGNED AS A DEED by Patrick Stephen Jeans in the presence of:-)
)

[redacted]

.....[redacted]

Signature of Witness

Name of Witness BENITA NEALE

Address of Witness [redacted]

SIGNED AS A DEED by Stephanie Marie)
Jeans in the presence of:-)

[redacted]

[redacted]
Signature of Witness

Name of Witness BENITA NEERAJ

Address of Witness [redacted]