

DATED

15 DECEMBER

2017

- (1) THE MORLEY AGRICULTURAL  
FOUNDATION
- (2) NORFOLK COUNTY COUNCIL
- (3) MICHAEL ALAN DEWING AND HILARY  
ANNE BARRETT
- (4) THE TRUSTEES OF THE EDUCATIONAL  
FOUNDATION OF ALDERMAN JOHN  
NORMAN
- (5) JEREMY CHARLES HOWARD, ADRIAN  
JAMES HOWARD, ANNE ELIZABETH  
BASTIN AND ROGER CHARLES  
HOWARD
- (6) BEYOND GREEN DEVELOPMENTS  
(BROADLAND) LIMITED
- (7) BROADLAND DISTRICT COUNCIL

Planning Obligation  
under Section 106  
of the Town and Country Planning Act 1990  
relating to  
the development at  
North Sprowston  
and Old Catton  
Norwich  
Norfolk  
And to be known as  
Beeston Park

THIS DEED OF AGREEMENT ("this Deed") is made the 15 day of DECEMBER 2017

Between:

- (1) **THE MORLEY AGRICULTURAL FOUNDATION** (Company no 04712419; Charity no 1097174) whose registered office address is Morley Business Centre, Deopham Road, Morley St Botolph, Norfolk NR18 9DF ("First Owner");
- (2) **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich Norfolk NR1 2DH (the "County Council" and until such time as it ceases to have an interest in the Site the "Second Owner");
- (3) **MICHAEL ALAN DEWING** of Red Hall Farm, Beeston, Norwich, Norfolk NR12 7BL and **HILARY ANNE BARRETT** of Peacock Lodge, Barford Road, Marlingford, Norwich, Norfolk NR9 5HU ("Third Owner");
- (4) **THE TRUSTEES OF THE EDUCATIONAL FOUNDATION OF ALDERMAN JOHN NORMAN** care of Brown & Co Old Bank of England Court, Queen Street, Norwich, Norfolk NR2 4TA ("Fourth Owner");
- (5) **JEREMY CHARLES HOWARD** of The Old Rectory, Somersham, Ipswich IP8 4PJ and **ADRIAN JAMES HOWARD** of 8 North Lawn, Ipswich IP4 3LL and **ANNE ELIZABETH BASTIN** of 3 Conway Road, Sheringham NR26 8DD and **ROGER CHARLES HOWARD** of 4 Parkland Road, Norwich, Norfolk NR6 7RG ("Fifth Owner");
- (6) **BEYOND GREEN DEVELOPMENTS (BROADLAND) LIMITED** (Company No 07191287) whose registered office is at 7a Howick Place, London, United Kingdom, SW1P 1DZ ("the Developer");
- (7) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe, St Andrew, Norwich NR7 0DU ("the Council")

#### RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated for the obligations contained in the First Schedule and Second Schedule and until such time as the County Council ceases to have an interest in the Site is the Enforcing Authority for the obligations in favour of the County Council contained in the Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule to this Deed.
- (B) The First Owner is registered as owner with freehold absolute title of the First Owner's Land.
- (C) The Second Owner is registered as owner with freehold absolute title of the Second Owner's Land and is a local planning authority, education authority, and highway authority for the area.
- (D) The Third Owner is registered as owner with freehold absolute title of the Third Owner's Land and the said Michael Alan Dewing is registered as owner with leasehold absolute title under title numbers NK397789 and NK397790 within the area shown coloured yellow on Plan 1.
- (E) The Fourth Owner is registered as owner with freehold absolute title of the Fourth Owner's Land.

- (F) The Fifth Owner is registered as owner with freehold absolute title of the Fifth Owner's Land.
- (G) The Developer has the benefit of options over the majority of the Site and has submitted the Application to the Council and the Owners and Developer have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (H) The Council on 17 February 2016 granted the Original Permission.
- (I) The Council on 12 October 2016 resolved to approve the Application subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES OPERATIVE PART

**1. DEFINITIONS**

- "Act" the Town and Country Planning Act 1990 as amended
- "Affordable Dwellings" the Residential Units to be constructed to Design & Quality Standards (unless otherwise agreed in writing with the Council) on the Site as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
- "Affordable Housing" the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market
- "Affordable Housing Provision" the provision of Affordable Dwellings equating to 33 per cent of the total number of Residential Units (or such other percentage as the Council may agree in its absolute discretion), 85 per cent of which will be Rented Housing and 15 per cent will be Intermediate Housing (or such other percentage or Affordable Housing Tenure as the Council may from time to time agree in writing in its absolute discretion) as defined in accordance with the Affordable Housing Scheme and Affordable Housing Tenure
- "Affordable Housing Scheme" a scheme or schemes in respect of a Zone or Zones of the Development specifying:
- (a) the Zone or Zones to which it relates;
  - (b) the number of Affordable Dwellings to be constructed as part of the Relevant Zone; the mix of Affordable Housing Tenures and how the number of Affordable Dwellings meets and is in accordance with the Affordable Housing Provision;
  - (c) the location of each of the Affordable Dwellings within the Relevant Zone;
  - (d) the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings for the Relevant Zone;

- (e) the identity of the Registered Provider/s or Provider/s for the Relevant Zone;
- (f) the type and size of the Affordable Dwellings for the Relevant Zone;
- (g) the process by which the Provider/s shall find suitable occupiers for the Affordable Dwellings who are Eligible Persons for the Relevant Zone;
- (h) the provisions or mechanisms by which the Affordable Dwellings shall remain as Affordable Housing for future Eligible Persons and in the event that those restrictions are lifted, the provision or mechanism by which the Public Subsidy shall be recycled to provide alternative affordable housing for the Relevant Zone;
- (i) in the case of Intermediate Housing where part of the consideration paid by the occupiers is rent the provision/s to be used to calculate the initial or future rent level for the Relevant Zone;
- (j) the percentage of Affordable Rented Dwellings and Social Rented Dwellings that will be let in accordance with the Council's Local Lettings Policy Eligibility Cascade as set out in the Sixth Schedule ("the Cascade") (or such other policy which replaces it) for the Relevant Zone provided that the Council requires the Cascade to be implemented and has determined the number of Affordable Dwellings which will be subject to the policy up to a maximum of 33 per cent or such other percentage as may be agreed by the Council for the Relevant Zone

such other information and requirements as the Council may reasonably require in connection with the provision of Affordable Housing for the Relevant Zone or Zones to enable approval of the Affordable Housing Scheme

#### "Affordable Housing Tenure"

one or more of the following types of Affordable Housing and other housing tenures that the Council in its discretion may approve in respect of an Affordable Housing Scheme (either following a Viability Appraisal or otherwise):

- (a) Affordable Dwellings to be let by a Registered Provider with an appropriate agreement with the HCA for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges or Local Housing Allowance (whichever is lower) or as otherwise agreed with the Council in writing ("Affordable Rented Dwellings");
- (b) Affordable Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent

("Social Rented Dwellings");

(c) Intermediate Housing

and "Affordable Housing Tenures" shall be construed accordingly

"Application"

the application for planning permission under section 73 of the Act submitted to the Council for the Development and allocated reference 20161058

"Approved Viability Appraisal"

any Viability Appraisal which has been approved in writing by the Council

"Block"

each of the blocks of the Development described as such in Appendix 2 to the Development Phasing and Infrastructure Improvements Strategy submitted as part of the Application and attached to this Deed and as shown indicatively on Plan 2

"Commencement"

the carrying out (on a Zone where the context so requires) pursuant to the Permission of a material operation as defined in section 56(4) of the Act other than:

- (a) site clearance;
- (b) demolition;
- (c) archaeological investigations;
- (d) investigations for assessing ground conditions;
- (e) remedial work in respect of adverse ground conditions;
- (f) diversion or laying of services;
- (g) the temporary erection of means of enclosure, site notices and advertisements;

and "Commence" and "Commenced" shall be construed accordingly

"Design & Quality Standards"

the level one space standards as specified by the Homes and Communities Agency or its successor or such other construction standards as may be agreed between the Owners and the Council

"Development"

development of the Site to provide up to 3,520 dwellings; up to 16,800 square metres of employment space; up to 8,800 square metres of space for shops, services, cafes, restaurants and drinking establishments; up to 1,000 square metres of hotel accommodation; two primary schools; up to 2,000 square metres of community space including a health centre, library and community halls; and energy centre; cycle and vehicle parking for residents, visitors and staff; landscaping and public open



	space for amenity, recreation and food growing; ecological mitigation and enhancement; utilities and sustainable urban drainage infrastructure; and pedestrian, cycle and vehicular accesses
"Development Phasing and Infrastructure Improvements Strategy"	the Development Phasing and Infrastructure Improvements Strategy referred to in condition 3 of the Permission
"Eligible Person"	a person or persons in need of accommodation who are unable to rent or buy on the local open market and as nominated by the Council in accordance with the Sixth Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council
"Enforcing Authority"	the Council in respect of those obligations given to the County Council until the County Council ceases to have an interest in the Site after which time it means the County Council
"First Owner's Land"	that part of the freehold land registered at the Land Registry under title number NK296298 shown coloured green on Plan 1 for the purposes of identification only
"Fifth Owner's Land"	the freehold land registered at the Land Registry under title number NK420355 and as shown coloured blue on Plan 1 for the purposes of identification only
"Fourth Owner's Land"	the freehold land registered at the Land Registry under title number NK399551 and as shown coloured purple on Plan 1 for the purposes of identification only
"Gross Development Value"	the actual and/or estimated market value of the Development (or particular Zone as the case may be) as completed assuming it is sold to a willing purchaser on the open market (and for the avoidance of all doubt shall include any receipts received or to be received in respect of Affordable Dwellings)
"HCA"	the Homes & Communities Agency or its successor body or other appropriate body as the Council may nominate
"Index Linked"	means index-linked from the date of the Permission until such time that payment of any sum specified in this Deed is made such index linking to be equivalent to any increase in such sums in proportion to the increase in the 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 or County Council or Enforcing Authority shall reasonably determine)
"Intermediate Housing"	Residential Units for sale at prices below 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
"Local Housing Allowance"	the local housing allowance for Affordable Dwellings within the Council's area
"Location Plan"	the plan reference number NS&OC 101 A attached to this Deed
"Management Company"	a company or companies (or such other body or bodies as shall be agreed between the Council and the Developer and/or Owners) established or identified by the Developer and/or Owners for the purposes of managing and maintaining the Development or any part or parts thereof
"Nominated Body"	<p>one of the following as approved by the Council:</p> <ul style="list-style-type: none"> <li>a) the Council;</li> <li>b) the town or parish council for the area within which the Site is located;</li> <li>c) such other body as the Council may approve as being responsible for maintenance of the Open Space; or</li> <li>d) the Management Company</li> </ul>
"Occupation"	first beneficial residential occupation of any Residential Unit which shall be the date upon which Council Tax becomes payable for that Residential Unit or upon first disposal to individual purchasers or tenants of the relevant Residential Unit (whichever is earlier) but excluding occupation for the purposes of fitting out or marketing and "Occupied" and "Occupy" shall be construed accordingly
"Open Market Dwelling"	any Residential Unit constructed pursuant to the Permission which is not an Affordable Dwelling
"Open Space"	land to be laid out as open space as set out in Appendix 2 of the Development and Phasing Infrastructure Improvements Strategy submitted as part of the Application and a copy of which is attached to this Deed
"Open Space Maintenance Contribution"	a financial contribution to be used by the Nominated Body (unless the Nominated Body is a Management Company or other body the Council may approve as being responsible for the maintenance of the Open Space which is funded by contributions from owners and/or occupiers of Residential Units) for the maintenance of the Open Space which will be calculated in accordance with Table 1 in the Second Schedule and Index Linked
"Original Permission"	the planning permission for the Development granted on 17 February 2016 under reference 20121516
"Owners"	the First Owner, the Second Owner, the Third Owner, the Fourth Owner or the Fifth Owner and for the purposes of

	<p>this Deed shall mean whichever one of the Owners has an interest in part of the Site to which the obligation relates at the time such obligation falls to be discharged</p>
"Parcel"	<p>each of the parcels of the Development described as Parcels A to Q in Appendix 2 to the Development Phasing and Infrastructure Improvements Strategy submitted as part of the Application and as shown indicatively on Plan 2</p>
"Permission"	<p>planning permission for the Development to be granted pursuant to the Application subject to conditions and the prior completion of this Agreement (and shall not include any amended permission under section 73 of the Act other than a planning permission granted pursuant to the Application)</p>
"Phase"	<p>a phase of the Development as described as Phases 1 to 3 in Appendix 2 to the Development Phasing and Infrastructure Improvements Strategy submitted as part of the Application and as shown indicatively on Plan 2 and "relevant Phase" shall be construed accordingly</p>
"Phase 1 Primary School Site "	<p>the site to be provided as part of the Development and shown in the approximate location by blue colouring and marked SCH02 on Plan 2</p>
"Phase 2 Primary School Site "	<p>the site to be provided as part of the Development and shown in the approximate location by blue colouring and marked SCH01 on Plan 2</p>
"Plan 1"	<p>the plan reference number NS&amp;OC 102 attached to this Deed which shows the ownership of the Site as at the date hereof</p>
"Plan 2"	<p>the plan reference number NS&amp;OC 127 B attached to this Deed which shows the locations of the Phase 1 Primary School Site and Phase 2 Primary School Site</p>
"Play Area(s)"	<p>any local equipped areas for play and neighbourhood equipped areas for play by children and young adults as set out in the Second Schedule</p>
"Practically Complete"	<p>the issue of a certificate of practical completion by a suitably qualified appointed person pursuant to a construction contract in respect of the works to which the certificate relates and "Practical Completion" shall be construed accordingly</p>
"Primary School"	<p>a school for children of the age of 11 and below</p>
"Primary School Site"	<p>Phase 1 Primary School Site or Phase 2 Primary School Site (as appropriate and as the context admits)</p>
"Provider"	<p>a Registered Provider or another organisation that owns the Affordable Housing which is approved in writing by the Council</p>

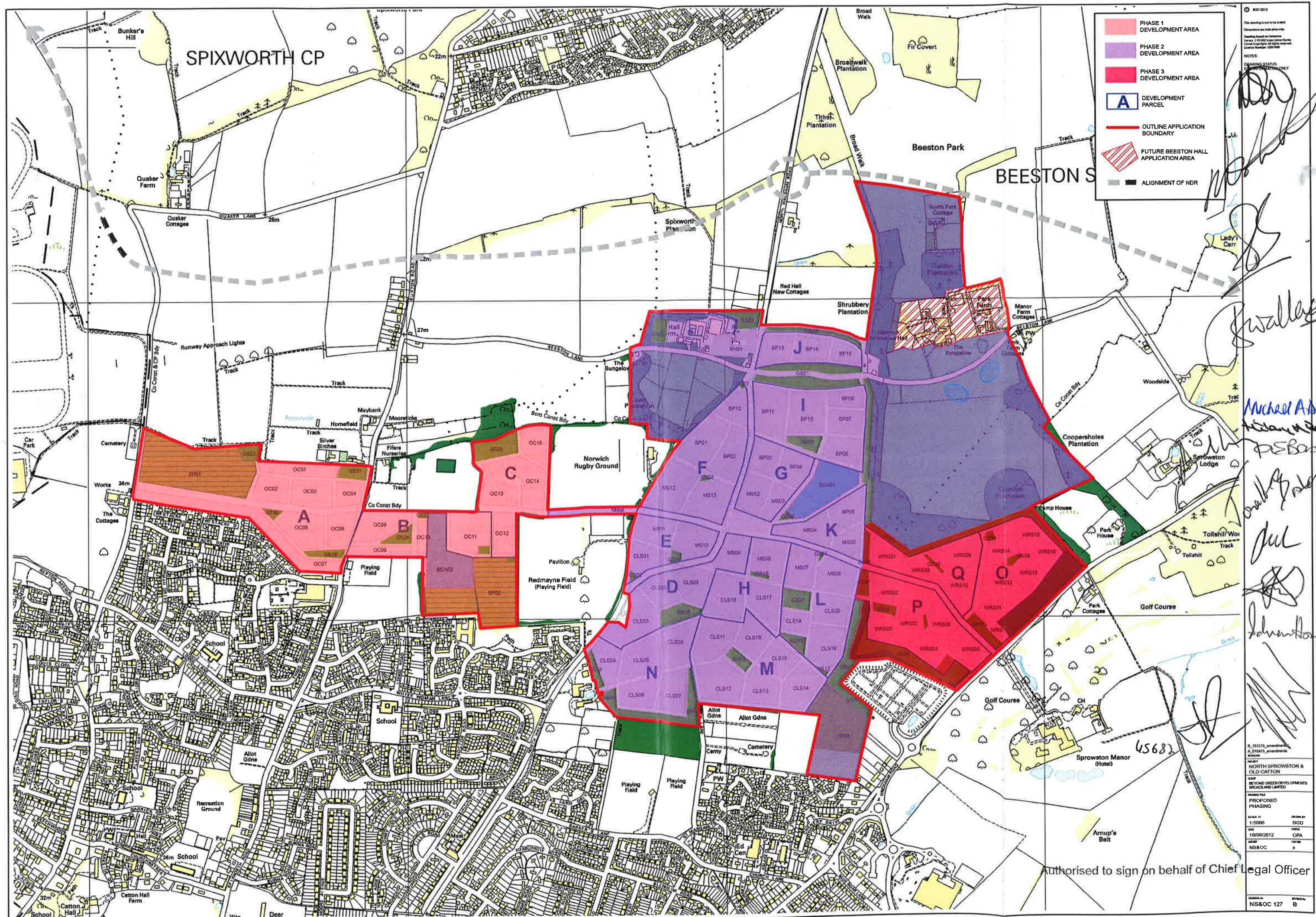












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A hand-drawn diagram of a cell. It features a large, irregular outer boundary representing the cell membrane. Inside, there is a smaller, roughly circular structure labeled 'Nucleus' with a central dot. To the right of the nucleus is a large, clear, oval-shaped area labeled 'Vacuole'. The space between the nucleus and the vacuole is filled with small dots, representing cytoplasm. The entire diagram is drawn with simple black lines on a white background.

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PROJECT  
NORTH SPROWST

**OLD CATTON**  
GUM  
BEYOND GREEN DEVELO  
BROADLAND LIMITED

**PROPOSED  
PHASING**

SCALE: A1  
1:5000

DATE	18/09/2012
EMP NO	MS606

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"Public Subsidy"	grant funding provided by the Council or the HCA or any successor body for the provision of the Affordable Housing
"Registered Provider"	as defined in Chapter 3 of the Housing and Regeneration Act 2008 and registered pursuant to that
"Rented Housing"	one or more of Affordable Rented Dwellings and Social Rented Dwellings as agreed by the Council
"Relevant Zone"	a particular Zone
"Residential Unit"	any unit of residential occupation being a self contained house maisonette bungalow or flat constructed as part of the Development
"Second Owner's Land"	the freehold land registered at the Land Registry under title number NK374385 and as shown coloured brown on Plan 1 for the purposes of identification only
"Shared Equity Dwellings"	Affordable Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)
"Shared Ownership Dwellings"	Affordable Dwellings to be constructed or provided as part of the Development pursuant to the Affordable Housing Scheme and to be let on a Shared Ownership Lease
"Shared Ownership Lease"	<p>a lease in a form approved by the HCA or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"> <li>- not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider</li> <li>- power to the purchaser to increase their ownership up to 100% if they so wish</li> <li>- an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the HCA</li> </ul>



"Site"

the land shown edged red on the Location Plan for identification purposes only

"Specified Address"

the address (notified to the Council from time to time by the by each of the First Owner, Third Owner, Fourth Owner, Fifth Owner and Developer separately) to which the Council should address relevant notices approvals or agreements and in the absence of such an address shall be the addresses identified in this Deed for such parties

"Specified Person"

the person (notified to the Council from time to time by each of the First Owner, Third Owner, Fourth Owner, Fifth Owner and Developer separately) to whom the Council should address relevant notices approvals and agreements and in the absence of such person shall be all the parties identified in this Deed for such parties

"Table"

Percentage of Open Market Dwellings on a Relevant Zone	Percentage of Affordable Dwellings on a Relevant Zone
50%	50%
85%	100%

"Target Rent"

the rent for Social Rented Dwellings as determined by the national rent regime published by the HCA or any subsequent replacement for the national rent regime or where there is no such replacement at a rent determined by the Council

"Third Owner's Land"

the freehold land registered at the Land Registry under title number NK396646 which is shown for the purposes of identification only on Plan 1 coloured yellow but within the red line boundary (and excluding the land hatched red)

"Unencumbered"

free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space as public open space or Play Area(s) as public play areas

"Viable"

the Development (or a Relevant Zone, as the case may be) can be financed, constructed and sold/let securing a developer's return of no less than 20% of Gross Development Value

"Viability Appraisal"

an appraisal to assess whether the Development or a Zone or Zones is Viable, in accordance with guidance published from to time of the Royal Institution of Chartered Surveyors the inputs to which shall include all values, costs (including purchase price paid, construction costs, all contributions and/or costs, financial and/or

works to be undertaken or to be made pursuant to this Deed, professional fees, development and marketing costs, interest and overheads) and profit element as at the date when the assessment is undertaken along with the availability of grant funding for the Affordable Housing and for the avoidance of doubt the Owners/Developer may at any time submit a Viability Appraisal to the Council and any such Viability Appraisal shall include where appropriate an amended Affordable Housing Scheme

"Zone"

a Phase, Parcel and/or Block as agreed with the Council in relation to a particular area of the Site pursuant to a reserved matters application for that particular area (which for the avoidance of doubt may include agreement to combine a Phase, Parcel and/or Block or any part or parts thereof)

## **2. INTERPRETATION**

- 2.1 Save where this Deed specifies otherwise or where the context so requires the singular includes the plural and vice versa.
- 2.2 Words of one gender include any other gender and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.3 Whenever 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 against each individually unless there is an express provision otherwise AND FOR THE AVOIDANCE OF DOUBT Clause 5 of this Deed is such an express provision.
- 2.4 Where in this Deed reference is made to any clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital in this Deed or (in the case of a plan) attached to this Deed.
- 2.5 The titles and headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.6 Where in this Deed any party covenants not to do any act, such covenant shall include an obligation not to permit such an act to be done by another person.
- 2.7 All references in this Deed to statutes statutory instruments regulations and other legislation shall include their successor amended or replacement provision.
- 2.8 All references in this Deed to a party shall include the successors in title to the party and to any persons deriving title through or under that party and in the case of the Council or County Council (as appropriate) the successors to their statutory functions.
- 2.9 All references in this Deed to a particular title of officer or post at the Council shall include successor or replacement officers or posts.
- 2.10 Save for the provisions of Clause 7.1 the Developer shall have no liability under this Deed unless it acquires an interest in the Site pursuant to its respective options.

**3. LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act and insofar as any provision contained herein is not a planning obligation it is made pursuant to section 111 of the Local Government Act 1972 and all other enabling provisions.
- 3.2 The covenants restrictions requirements stipulations and provisions imposed upon the Owners and Developer under this Deed create planning obligations for the purposes of Section 106 of the Act and subject to clauses 2.10, 4 and 5 shall be enforceable by the Council or by the County Council as appropriate as set out in this Deed.

**4. CONDITIONALITY**

This Deed is conditional upon:

- 4.1 the grant of the Permission; and
- 4.2 the Commencement of Development

save for the provisions of this clause and clauses 2, 3, 7, 8, 9, 10, 14 and 15 which shall come into effect immediately upon completion of this Deed.

**5. THE OWNERS' COVENANTS**

The Owners covenant with the Council as set out in the First Schedule and Second Schedule and the Enforcing Authority and County Council as set out in the Third Fourth, Fifth and Sixth Schedules and it is AGREED (subject to clause 7.6 hereof) for the avoidance of all doubt that the obligations or covenants within this Deed or in the Travel Plan Bond annexed at the Fifth Schedule shall not be joint and several and shall only be enforceable against:

- 5.1 the First Owner (or any of their successors in title) in respect of the First Owner's Land;
- 5.2 the Second Owner (or any of their successors in title) in respect of the Second Owner's Land;
- 5.3 the Third Owner (or any of their successors in title) in respect of the Third Owner's Land;
- 5.4 the Fourth Owner (or any of their successors in title) in respect of the Fourth Owner's Land; and
- 5.5 the Fifth Owner (or any of their successors in title) in respect of the Fifth Owner's Land.

**6. THE COUNCIL'S AND THE COUNTY COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owners as set out in the First, Second and Sixth Schedules.
- 6.2 The County Council and Enforcing Authority covenant with the Owners as set out in the Third, Fourth and Fifth Schedules.

## **7. MISCELLANEOUS**

- 7.1 Immediately on completion of this Deed the Developer shall (unless it has done so beforehand) pay the Council and County Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed.
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.3 This Deed shall be registered on the Register of Local Land Charges and any other Register as the Council shall determine.
- 7.4 Insofar as any clauses paragraphs and/or schedules of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Deed.
- 7.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to Commencement of the Development.
- 7.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they have parted with their entire interest in the whole of the Site or such part of the Site in which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT the reservation of any rights or easements or the inclusion of any covenants in the transfer shall not constitute an interest for the purposes of this clause and FURTHER PROVIDED THAT no person shall be liable contractually or statutorily for breach of a planning obligation or other covenant contained in this Deed where they have no interest in the Site or the part of the Site upon which the breach has occurred save for the Developer who continue to be liable for the covenant given in Clause 7.1 of this Deed until this obligation is discharged.
- 7.7 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 Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.8 Where any approval consent licence nomination or agreement is required pursuant to this agreement such approval consent licence or agreement shall not be unreasonably withheld or delayed.
- 7.9 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 7.9.1 Save for paragraph 2.4 of Schedule 1 individual purchasers or lessees of Residential Units 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 Residential Unit or has entered into a binding contract for such purchase or lease; or
- 7.9.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 7.10 No mortgagee or its successors shall be liable to perform the obligations or perform in respect of any breach of the terms of this Deed unless and until it takes possession of the part of the Site to which the breach relates as a mortgagee in



possession and no mortgagee shall be liable for any breach of the terms of the Deed arising prior to the mortgagee becoming a mortgagee in possession of the Site or part thereof to which such obligations(s) relate and on the discharge of the security taken by the mortgagee over the Site or any part or parts thereof (however that is effected) the mortgagee shall be released from the terms, restrictions and obligations contained in this Deed.

**8. FETTER OF DISCRETION**

Nothing in this Deed shall prejudice the exercise of any statutory power duty or discretion by the Council the County Council or any other statutory body.

**9. CHANGE OF OWNERSHIP**

The Owners shall give the Council and County Council and Enforcing Authority written notice within 14 days of any change in the freehold ownership of any of their interests in the Site or of any lease granted over the Site for a term of 7 years or more occurring before all the obligations under this Deed have been discharged. Such notice shall give details of the transferee's (or lessee's) full name and registered office (if a company or usual address if not) together with the area of the Site transferred (or leased) by reference to a plan but this shall not be required in respect of the transfer (freehold or leasehold) of each individual Residential Unit.

**10. DISPUTE RESOLUTION**

10.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or referring to this Deed promptly through negotiations between the respective senior executives or representatives of the parties.

10.2 If the matter is not resolved in accordance with clause 10.1 within 28 days of the dispute such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement by the parties to the dispute) 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 to the dispute 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 to the dispute in equal shares.

10.3 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 10.2 or as to the appropriateness of the professional body then such question may be referred by either part 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 to the dispute 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 to the dispute in equal shares.

10.4 Nothing in clause 10.1, 10.2 or 10.3 shall apply to recovery of liquidated sums.

10.5 Any expert appointed under this clause shall be subject to the express requirement that a decision is 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 twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

- 10.6 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten 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 ten working days.

## **11. NOTICES, APPROVALS AND AGREEMENTS**

Unless otherwise agreed in writing:

- 11.1 notices shall be in writing and delivered by hand or first class post to the Owners and Developer at the Specified Address and for the attention of the Specified Person and to the Council and County Council at their respective addresses set out earlier addressed to their respective Chief Executives
- 11.2 notices served by the Council or by the County Council are deemed to be valid if signed by an authorised officer or by the Head of Legal Services or by the Chief Executive
- 11.3 notices and representations served by the Owners or Developer are deemed valid if signed by the Specified Person
- 11.4 in the event that the Council or County Council is required by the terms of this Deed to approve or agree a scheme or proposal or other matter the approval or agreement shall be in writing addressed to the Specified Person at the Specified Address.

## **12. INTEREST**

If any payment due under this Deed is paid late interest will be payable from the date payment is due to the date of payment at the rate of 4% above the Bank of England's base rate.

## **13. VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

## **14. JURISDICTION**

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

## **15. DELIVERY**

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.

## **16. COVENANTS BY THE COUNTY COUNCIL WITH THE COUNCIL**

The County Council hereby covenants with the Council to indemnify the Council against all costs claims and demands in connection with its obligations as the Enforcing Authority.

## **17. COVENANTS BY THE COUNCIL WITH THE COUNTY COUNCIL**

The Council hereby covenants with the County Council to pay any of the sums received pursuant to this Deed as the Enforcing Authority to the County Council

within 14 days of receipt and to consult and take advice from the County Council in connection with any documents to be approved by them as Enforcing Authority.

**IN WITNESS WHEREOF** the parties have executed this Deed on the day and year first before written

## **FIRST SCHEDULE**

### **Affordable Housing**

#### **The Owners Covenant with the Council as follows:**

1. Not to Commence or allow Commencement of the Development within a Relevant Zone unless and until:
  - 1.1 the Council has been given notice in writing identifying the extent of that Relevant Zone;
  - 1.2 it has been agreed with the Council and the Council has confirmed in writing whether or not Affordable Housing is to be provided within that Relevant Zone; and
  - 1.3 if Affordable Housing is required to be provided within that Relevant Zone, an Affordable Housing Scheme relating to that Relevant Zone has been submitted to the Council and has been approved by the Council in writing ("the Approved Affordable Housing Scheme").
2. The following shall apply to a Relevant Zone if the Council has confirmed in writing to the Owners and Developer that Affordable Housing is to be provided within that Relevant Zone in accordance with paragraph 1.2 of this First Schedule:
  - 2.1 Not to Occupy or allow Occupation of the first Open Market Dwelling within the Relevant Zone unless and until certified copies of an exchanged conditional contract or exchanged contracts for the transfer of the Affordable Dwellings on that Relevant Zone to a Provider has been supplied to the Council SAVE THAT where the Council agrees that any of the Affordable Dwellings within the Relevant Zone are not to be transferred this obligation shall not apply in relation to those Affordable Dwellings.
  - 2.2 Not to construct or procure the construction of the Affordable Dwellings within the Relevant Zone otherwise than in accordance with the Approved Affordable Housing Scheme for that Relevant Zone and the timescales set out therein.
  - 2.3 Not to Occupy or allow Occupation of more than the percentage of the Open Market Dwellings on the Relevant Zone in the first column of the Table until the percentage of Affordable Dwellings to be provided on that Relevant Zone in the second column of the Table under the Approved Affordable Housing Scheme for that Relevant Zone are Practically Complete and have been transferred to the approved Provider (either in their entirety or to such an extent as the terms of a transfer to a Provider may provide as a precondition to transfer) (or where no transfer is required their on-going provision has been secured) in accordance with and subject to the following terms
    - 2.3.1 the transfer or transfers shall be for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed and enables Social Rented Dwellings to be let at no more than Target Rents and enables Affordable Rented Dwellings and Intermediate Housing to be let or sold as the case may be at a cost low enough for Eligible Persons to afford;
    - 2.3.2 the transfer shall include the reasonable reservation of rights of access and services for the benefit of any other part of the Site where such rights are reserved for the purpose of laying managing maintaining replacing renewing cleaning and repairing services including but not



limited to as applicable sustainable urban drainage measures, water, gas, sewerage, drainage or electricity; and

- 2.3.3 the transfer shall contain provisions to secure any conditions and requirements of the Approved Affordable Housing Scheme for that Relevant Zone.

2.4 Not to use or allow the Affordable Dwellings on the Relevant Zone to be used for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme for that Relevant Zone other than:

- 2.4.1 by a person acquiring an interest in an Affordable Dwelling under a statutory right to buy;

- 2.4.2 by a person who has staircased under a Shared Ownership Lease or through Shared Equity Dwellings (or other similar product previously approved in writing by the Council) to acquire 100% of the leasehold and the freehold of the Shared Ownership Dwelling or Shared Equity Dwelling or other Affordable Dwelling as the case may be;

- 2.4.3 by a mortgagee exercising its power of sale in respect of the Affordable Dwellings or any part thereof or any receiver or administrator of that mortgagee or any mortgagee of an individual Affordable Dwelling lawfully exercising any mortgagee protection provisions within its mortgage documentation ("the Mortgagee") PROVIDED THAT it has first:

- 2.4.3.1 complied with the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008 and provided copies of all notices served and any proposals received together with updates as to progress; and

- 2.4.3.2 given the Council the option to purchase the relevant Affordable Dwellings or nominate another Provider to purchase the relevant Affordable Dwellings for a period commencing on the date that the Mortgagee gives the Council notice ("the Mortgagee Notice") and ending on the later of two calendar months after the date of the Mortgagee Notice or the end of the moratorium period (as defined and arising under either Section 145 or 147 of the Housing and Regeneration Act 2008) and the Council (or its nominated Provider) shall be entitled to complete the purchase of the Affordable Dwellings at any time up to one calendar month after expiry of the Moratorium Period 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; or

- 2.4.3.3 in the event of any statutory amendment resulting in the removal or lapse of the relevant provisions contained in the Housing and Regeneration Act 2008 and without alternative provision, as an alternative to 2.4.3.1 and 2.4.3.2 above to comply with the reasonable directions of the Council in relation to the disposal by giving not less than three months prior notice to the Council of any intention to dispose of any of the Affordable Dwellings and if the Council responds by written notice within three months from receipt of the

Mortgagee's notice setting out arrangements for the transfer of the Affordable Dwellings so as to maintain them as Affordable Housing PROVIDED THAT this is 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 then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer but if the Council does not serve its response notice within the said three months or if having used its best endeavours the Mortgagee shall not have effected the transfer envisaged in the Council's response notice within 12 months of that notice then the Mortgagee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this Deed

2.4.4 by a person who is a successor in title to the persons referred to in paragraphs 2.4.1 to 2.4.3 above.

### 3. **Viability**

3.1 Unless otherwise agreed in writing with the Council the quantum of Affordable Dwellings in the Development shall be in accordance with the Affordable Housing Provision unless a Viability Assessment in relation to the Development indicates a lower proportion of Affordable Housing or alternative tenures are required in order to make the Development Viable.

3.2 Unless otherwise agreed in writing with the Council the quantum of Affordable Dwellings in a Relevant Zone shall be in accordance with the Affordable Housing Provision unless a Viability Assessment in relation to that Relevant Zone indicates a lower proportion of Affordable Housing or any of the revisions at paragraphs 3.6.1 to 3.6.6 of this First Schedule are required in order to make the Development of the Relevant Zone Viable.

3.3 Within 20 working days from receipt of a Viability Appraisal the Council shall confirm in writing whether it:

3.3.1 accepts the conclusions of the Viability Appraisal ("the Acceptance Notice"); or

3.3.2 rejects (with reasons) the conclusions of the Viability Appraisal (as submitted) ("Non Acceptance Notice").

3.4 For a period not exceeding two calendar months commencing on the date of any Non Acceptance Notice (the "Negotiation Period") (unless otherwise agreed by the Council in writing), the Owners, Developer and the Council (or its surveyor or other expert) all acting reasonably and in good faith shall negotiate:

3.4.1 an agreed form of Viability Appraisal; and (if applicable);

3.4.2 an amended Affordable Housing Provision or any of the revisions at paragraphs 3.6.1 to 3.6.6 of this First Schedule for the Development or the Relevant Zone to ensure that the Development or Relevant Zone is Viable.

3.5 At the end of the Negotiation Period, the Council shall confirm in writing whether it accepts the conclusions of the Viability Appraisal (including the amended Affordable Housing Provision) as submitted or as negotiated between the parties.

- 3.6 In carrying out its assessment under 3.3 and 3.4 the Council shall consider:
- 3.6.1 amending the proportion of Intermediate Housing compared with Affordable Rented Dwellings;
  - 3.6.2 agreeing to allow all or part of the Affordable Housing Provision to be replaced by the provision of Social Rented Dwellings and/or any other alternative tenure;
  - 3.6.3 amending the proportion of Intermediate and Affordable Rented Dwellings compared with Open Market Dwellings;
  - 3.6.4 taking a transfer for nil consideration of the land which the Affordable Housing Scheme indicated was to be used for Affordable Housing on the condition that such land shall be used for the provision of Affordable Housing by the Council;
  - 3.6.5 agreeing an alternative trigger point for the Practical Completion of Affordable Dwellings pursuant to paragraph 2.3 of this Schedule; and
  - 3.6.6 agreeing any other matter or matters in order to ensure that the Development or Relevant Zone is Viable.
- 3.7 In the event that the parties have not agreed a Viability Appraisal at the end of the Negotiation Period either party may invoke the expert determination procedure referred to in clause 10 AND FOR THE AVOIDANCE OF DOUBT if such expert determination procedure is invoked for this purpose the reference to an independent and suitable person holding appropriate professional qualifications to be appointed pursuant to clause 10.2 shall be an expert planning and development surveyor having not less than 10 years relevant experience in the field of the matter in dispute and being a member of the Royal Institution of Chartered Surveyors.



## SECOND SCHEDULE

### Open Space and Play Area(s)

#### The Owners covenant with the Council as follows:

1. Prior to Commencement of a Relevant Zone to submit to the Council for approval:
  - 1.1 a scheme ("the Play Area(s) Scheme") for the provision (including the size of the Play Area(s)), laying out, equipping and future maintenance of the Play Area(s) within the Relevant Zone (the Play Area(s) Scheme to also include timings for the completion and availability of the Play Area(s))
  - 1.2 a scheme ("the Open Space Scheme") for the provision (including the size of the Open Space), laying out and future maintenance of Open Space within the Relevant Zone (the Open Space Scheme to also include timings for the completion and availability of the Open Space and to include details for managing maintaining and improving the Open Spaces and any ancient woodland, heritage assets and green infrastructure assets identified in the planning or reserved matters application for the Relevant Zone).
2. Prior to Commencement of the Relevant Zone to submit to the Council for approval a scheme ("the Transfer Scheme") for the transfer to the Nominated Body and future management in perpetuity of the Play Area(s) Unencumbered and the Open Space Unencumbered for the Relevant Zone by that Nominated Body (the scheme to include provision for the timing of the transfer of the freehold interest Unencumbered in any Play Area or Open Space to the Nominated Body the terms upon which the transfer shall be made and to include the purposes for which the land shall be held by the Nominated Body).
3. Not to Commence or allow Commencement of Development within the Relevant Zone until the Council has approved in writing both the Play Area(s) Scheme and the Open Space Scheme for that Zone in accordance with the requirements of paragraph 1 above.
4. Not to Commence or allow Commencement within the Relevant Zone until the Council has approved the Transfer Scheme for the Relevant Zone in accordance with the requirements of paragraph 2 above.
5. Not later than the date specified in respectively the Play Area(s) Scheme and the Open Space Scheme for a Relevant Zone to carry out and complete to the reasonable satisfaction of the Council any works required respectively by that Play Area(s) Scheme and that Open Space Scheme and in entire accordance with the requirements of that Play Area(s) Scheme and that Open Space Scheme for the Relevant Zone.
6. Unless agreed otherwise pursuant to an approved Play Area(s) Scheme or an approved Open Space Scheme on the completion to the reasonable satisfaction of the Council of any works required by a Play Area(s) Scheme and an Open Space Scheme for a Relevant Zone, the Owners shall transfer its freehold interest in the Play Area/s or Open Space (as the case may be) to the Nominated Body together with paying an Open Space Maintenance Contribution to the Council if the Nominated Body is anyone other than the Management Company in accordance with the Transfer Scheme who shall thereafter maintain the same in accordance with the requirements of the approved scheme for the land transferred.
7. The Council covenants with the Owners that in the event it receives payment of the Open Space Maintenance Contribution pursuant to paragraph 6 of this Second



Schedule and it is not the Nominated Body for that Relevant Zone it shall pay the Open Space Maintenance Contribution to the Nominated Body for the Relevant Zone within 10 working days of receipt.

8. For the avoidance of doubt, the Owners will maintain the Play Area(s) and the Open Space on the Relevant Zone in accordance with the requirements of the Play Area(s) Scheme and the Open Space Scheme for that Zone once any works required by the approved Play Area(s) Scheme or the approved Open Space Scheme for the Relevant Zone are complete until such time as the Play Area(s) or Open Spaces (or parts thereof) have been transferred to the Nominated Body for the Relevant Zone in accordance with paragraph 6 above whereupon the Owners shall have no further liability for the maintenance of those parts transferred.

Table 1 – Cost per Residential Unit for maintenance of Open Space

Maintenance				
Property	Sports	Play	On-site Open Space	Total
1 bed	£314	£31	£262	£607
2 bed	£419	£43	£351	£813
3 bed	£523	£53	£438	£1,014
4 bed	£627	£63	£525	£1,215
5+ bed	£733	£75	£613	£1,421

### **THIRD SCHEDULE**

#### **Travel Plan and Travel Plan Bond**

##### **The Owners covenant with the Enforcing Authority as follows:**

1. Definitions

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 approved by the Enforcing Authority in consultation with the County Council for each Relevant Zone in accordance with condition 20 of the Permission   |
| "Bond Sum"                 | means the sum of £500 (Index Linked) per Residential Unit being the cost of implementation of and compliance with the Approved Travel Plan for the Relevant Zone   |
| "Travel Plan"              | means a framework of options and measures to enable and encourage people to travel more sustainably and reduce the need to travel altogether being site and people specific in accordance with the guidance notes for submission of travel plans or successor guidance notes on the County Council's website |
| "Travel Plan Bond"         | means a bond substantially in the form annexed at the Fifth Schedule   |
| "Travel Plan Contribution" | means the sum of £500 (Index Linked) per Residential Unit towards the implementation of the Travel Plan for a Zone 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 for the Relevant Zone has operated during the relevant period and its effectiveness  |

2. Not to Commence or allow Commencement in a Relevant Zone unless and until:

- 2.1 a Travel Plan for that Relevant Zone has been approved by the Enforcing Authority in consultation with the County Council in writing as an Approved Travel Plan in accordance with the Permission; and
- 2.2 the Owners have obtained and provided to the Enforcing Authority the Travel Plan Bond for that Relevant Zone with a Surety approved by the Enforcing Authority for the Bond Sum ("the Approved Travel Plan Bond"); or
- 2.3 the Owners have deposited the Bond Sum for that Relevant Zone with the Enforcing Authority ("the Travel Plan Deposit").

OR

- 2.4 the Travel Plan Contribution has been paid to the Enforcing Authority towards the production, approval and on-going review of a Travel Plan for that Zone (in which case the obligations in paragraphs 2.1, 2.2 and 2.3 of this Schedule shall not apply);

3. If in relation to a Relevant Zone the Owners elect to proceed pursuant to paragraphs 2.1, 2.2 and 2.3 of this Schedule rather than paragraph 2.4 of this Schedule:
  - 3.1 In the event that the Owners fail in the reasonable opinion of the County Council to perform the obligations and deliver the requirements of the Approved Travel Plan for that Zone the County Council shall serve notice on the Owners confirming the actions required by the Owners to comply with the obligations contained in this Deed for that Zone ("the Performance Notice"); and if after a period of 28 days the Owners have 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 Travel Plan Deposit for that Zone and carry out the requirements of the Approved Travel Plan for that Zone without further recourse to the Owners.
  - 3.2 After complying with the obligations contained in paragraph 2.1 and 2.2 or 2.3 above the Owners shall thereafter monitor and review the Approved Travel Plan for the Relevant Zone and submit a Travel Plan Update for the Relevant Zone to the County Council on the 12 (twelfth) month anniversary after the date of first Occupation of the Relevant Zone and on every subsequent anniversary of the date of first Occupation or such other date or dates as may be agreed by the County Council under the Approved Travel Plan for the Relevant Zone such monitoring to continue (unless otherwise agreed in writing with the County Council) each year until the second anniversary of final Occupation of the Relevant Zone.

**The County Council covenants with the Owners as follows:**

4. Subject to the Owners complying with the Approved Travel Plan the County Council on the first anniversary of first Occupation of the Relevant Zone will reduce the Bond Sum by an amount proportionate to the number of Residential Units Occupied within that Relevant Zone at that time and thereafter by a further proportionate amount on a yearly basis (for example if 20% of the Residential Units in that Relevant Zone have been Occupied, the Bond Sum shall be reduced by 20%).
5. On reduction of the Bond Sum in accordance with paragraph 4 above, the County Council shall within 28 days return such reduced amount of the Travel Plan Deposit to the person who paid it or confirm in writing to the Surety that such proportion of the Approved Travel Plan Bond is released.

## **FOURTH SCHEDULE**

### **Provision for Schools**

#### **The Owners covenant with the Enforcing Authority as follows:**

1. Prior to Commencement of Phase 1 in relation to the Phase 1 Primary School Site and prior to the Commencement of Parcels F, G, I, J or K on Phase 2 in relation to the Phase 2 Primary School Site the Owners shall agree with the Enforcing Authority and Council the exact location and extent of the relevant Primary School Site and the maximum number of Residential Units that can be Occupied before the relevant Primary School Site is to be transferred to the County Council and:
  - 1.1 the Phase 1 Primary School Site shall be no less than 2 hectares and no greater than 2.7 hectares in area;
  - 1.2 the Phase 2 Primary School Site shall be no less than 2 hectares in area;
2. Each Primary School Site shall be clear and not encumbered with the benefit of all necessary rights and easements and services for the economical and viable use as a school to a reasonable level and capable of being accessible throughout without the necessity of undue land reformation or engineering where:
  - 2.1 "clear" means a site that is free of any physical hazards or impediments to building, both above and below ground (including but not limited to land contamination, electricity pylons, Japanese knotweed, asbestos allotments and problems with site access);
  - 2.2 "not encumbered" means a site that is free of any legal constraint to transfer (including but not limited to: trust covenants, charity law, formal or informal lease, agreements, charges and written or unwritten assurances to other bodies or individuals); and
  - 2.3 "serviced" means provided with at least to the boundary of the relevant Primary School Site, all necessary connection points for infrastructure including but not limited to roads and footpaths, pipes, cables, wires, foul and surface drainage and any other appropriate services all constructed (where applicable) to adoptable standards.
3. Upon Commencement of Phase 1 in relation to the Phase 1 Primary School and prior to the Commencement of Development of Parcels F, G, I, J or K on Phase 2 in relation to the Phase 2 Primary School Site the Owners shall provide immediate access for the County Council and its employees contractors and agents to the relevant Primary School Site for the purposes of inspection, survey and all necessary purposes for the preparation of the relevant Primary School Site for the uses intended.
4. The Owners shall transfer the relevant Primary School Site to the County Council for a consideration of one pound (£1.00) before the maximum number of Residential Units has been Occupied in accordance with the agreement made pursuant to paragraph 1 in this Schedule and in accordance with the terms set out in paragraph 12 of this Schedule.
5. The Owners shall not Commence Development on Phase 1 in relation to the Phase 1 Primary School or on Parcels F, G, I, J or K in Phase 2 in relation to the Phase 2 Primary School Site unless and until agreement has been reached with the County Council relating to the size and location and transfer of the relevant Primary School Site.

**The County Council covenants with the Owners as follows:**

6. The County Council agrees to enter into the transfer referred to at Paragraph 4 of the Fourth Schedule above.
7. If at the tenth anniversary of the transfer of the relevant Primary School Site either:
  - 7.1 the County Council has not entered into a contract or contracts relating to the construction and/or provision of the relevant Primary School; or
  - 7.2 the relevant Primary School Site has become surplus to the County Council's requirements as Education Authority

then the County Council shall transfer the relevant Primary School Site back to the Owners as appropriate for the sum of ONE POUND (£1.00) and on the equivalent terms as set out in paragraph 8 of this Schedule, except that the covenant referred to at paragraph 8.4 shall lapse and shall not apply.

**8. Terms and Conditions for land transfers to the County Council**

- 8.1 Completion of the transfer of any land required by this Deed to be transferred to the County Council shall take place on such date as shall be agreed in writing between the County Council and the Owners
- 8.2 The land shall be transferred for an estate in fee simple in possession with full title guarantee and with vacant possession and be free from encumbrances.
- 8.3 The transfer shall contain all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the land transferred for the purpose of a school.
- 8.4 The transfer will contain a covenant by the County Council restricting the use of the land transferred for the purpose of education.
- 8.5 The standard conditions of sale (4<sup>th</sup> edition) shall apply to any transfer to the County Council required by this Deed so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this Deed unless the Owners and the County Council agree in writing not to use the standard conditions of sale (4<sup>th</sup> edition).
- 8.6 All costs incurred in connection with any transfer of land to the County Council including but not limited to legal fees and Land Registry disbursements shall be paid by the Owners



**FIFTH SCHEDULE**

**Form of Travel Plan Bond**

DATED 20

- and -

---

BOND

in respect of

---

Norfolk County Council

County Hall

Martineau Lane

NORWICH

NR1 2DH

In this BOND OF SURETY the following persons are named:-

The Owners are \_\_\_\_\_ whose registered office is situate at

The Surety is \_\_\_\_\_ whose registered office is

The County Council is THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane  
Norwich Norfolk

BY THIS BOND the Owners and the Surety are held and firmly bound to the County Council in the sum of [ ] pounds (£[ ]) (Index Linked) to be paid to the County Council for which payment we jointly and severally bind ourselves and our successors and assigns by these presents

SEALED WITH OUR SEALS this \_\_\_\_\_ day of \_\_\_\_\_ 20

WHEREAS by an Agreement dated \_\_\_\_\_ and made between the County Council and the Owners ("the Agreement") the Owners undertook in accordance with the said Agreement to enter into a bond with an Assurance Company guarantee society bank or like body in favour of the County Council of the sum of £( )

AND WHEREAS the Surety at the request of the Owners and with the approval of the County Council has agreed to become the surety for the Owners and will pay to the County Council the Bond Sum upon demand

N O W THE CONDITIONS of the above written Bond are such that if the Owners shall duly perform and observe all the terms provisions conditions and stipulations of the Approved Travel Plan on the Owners part to be performed and observed or if on default by the Owners the Surety shall 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 said Agreement) thereby up to the amount of this Bond then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in the terms of the said Agreement made by agreement between the County Council and the Owners or in the extent or nature of the works to be performed thereunder and no allowance of time by or on behalf of the County Council under the said Agreement nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Agreement on the part of the County Council shall in any way release the Surety from any liability under this Bond

AND IT IS AGREED THAT subject to the Owners performing the obligations and delivering the requirements of the Approved Travel Plan (as defined in the Agreement) upon receipt of written confirmation from the County Council (such confirmation not to be unreasonably withheld or delayed) this Bond may be reduced by an amount proportionate to the number of Residential Units then Occupied and thereafter upon receipt of the County Council's written confirmation on each subsequent anniversary of the first occupation by a further proportionate amount taking into account the number of Residential Units then Occupied

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

THE COMMON SEAL of  
the Owners was hereunto  
affixed in the presence of:-

DIRECTOR

SECRETARY

SIGNED as a Deed by  
the Surety acting by:-

## **SIXTH SCHEDULE**

### **The Council's Local Lettings Policy Eligibility Cascade**

#### **AFFORDABLE HOUSING**

#### **LOCAL LETTINGS POLICY**

#### **LOCAL CONNECTION ELIGIBILITY CASCADE**

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

- (i) first allocations shall be made to people living in the Parishes of Old Catton and Sprowston;
- (ii) if there is no suitable person in paragraph 4(i) allocations will be made to people who work in the Parishes of Old Catton and Sprowston; and
- (iii) if there are no suitable persons in paragraphs 4(i) and 4(ii) allocations will be made to people who need to move to the Parishes of Old Catton and Sprowston to give/receive support to/from close family.

**Note:**

If there are no suitable persons in paragraph 4(i) and/or 4(ii) and/or 4(iii) allocations will be made to households living in the Broadland District, in accordance with the Council's policies relating to housing allocations.





BEESTON PARK.  
DEVELOPMENT PHASING &  
INFRASTRUCTURE  
IMPROVEMENTS STRATEGY

V 2.0 APRIL 2017

BROADLAND  
DISTRICT COUNCIL

11 Apr 2017

20161058

PLANNING CONTROL

TOWN.

AMENDED



# CONTENTS

	Page No.
1. Introduction	3
2. The Vision For Beeston Park	5
3. Phase One: Old Catton Neighbourhood	7
4. Phase Two: Market Square Neighbourhood	12
5. Phase Three: Wroxham Road Neighbourhood	17
6. Delivery and Management	20
Appendices One: Package of drawings related to development of Beeston Park Two: Schedule of development proposed by parcel, block and phase Three: Schedule of off-site highway improvements and bus service enhancements with trigger points	21

# 1. INTRODUCTION.

## 1.1 PURPOSE OF THIS DOCUMENT.

This document sets out the proposed phasing of development at Beeston Park, an urban extension to Norwich, in the NE of the City in the Parishes of Old Catton and Sprowston.

Planning application 2012/1516 was permitted by Broadland District Council on 17th February 2016, accompanied by a s.106 Agreement dated 15th February 2016. It grants outline permission for the following maximum parameters of development:

- 3,520 dwellings;
- 16,800 square metres of Employment Space (B1);
- 8,800 square metres of Space for Shops, Services, Cafes, Restaurants and Drinking Establishments (A1-A5);
- 1,000 square metres of hotel accommodation (C1);
- Two primary schools (up to 500 square metres);
- 2,000 square metres of community space including a health centre, library and community halls ;
- An energy centre (up to 1,500 square metres).

This document sets out the developer's proposals for bringing forward the development in the light of a number of commercial considerations impacting upon the development.

It should be noted from the outset that the end-state masterplan drawing number NS&OC104A included with the package of drawings at Appendix One remains in accordance with the details set out in the outline planning application and particularly in the Design and Access statement. This Strategy also sets out the proposed off site highway improvements which have been agreed in respect of the development together with a package of bus service enhancements.

This Strategy was originally submitted to Broadland District Council for approval as part of an application made under Section 73 of the Town and Country Planning Act 1990 to vary a number of conditions under planning application 20121516. The s.73 application (number 20161058) has been submitted to vary the phasing strategy that was submitted as part of the outline planning application. The rationale for varying the phasing strategy was set out in the planning statement submitted pursuant to the s.73 application but is a response to commercial considerations, market sentiment and the infrastructure burden inherent in the main development area surrounding the Market Square.

Broadland District Council has determined (reference 20152079 issued 19<sup>th</sup> January 2016) that the s.73 application constitutes EIA development and therefore an Environmental Statement together with supporting technical studies was submitted alongside the application<sup>1</sup>.

This version, 2.0, of the Development Phasing & Infrastructure Strategy reflects changes to the highway infrastructure triggers as a result of discussions with Norfolk County Council as Highway

<sup>1</sup> References to Environmental Statement in this Strategy document refer to the ES submitted alongside the s.73 application. Any reference to the earlier (2012) ES is clearly noted as such.

Authority. It is being submitted to Broadland District Council to enable permission to be granted for the s.73 application, following execution of a Deed of Variation to the original s.106 agreement.

The next section of this document sets out the Vision for Beeston Park and the principles that will guide development brought forward under the outline permission. It also briefly explains the relationship with the proposed site-wide Design and Sustainability Code that will set the detailed framework for quality.

The document then sets out the proposals for each Phase of the development in turn, in terms of the parcels and residential blocks within each phase, non-residential development and green infrastructure. The trigger points for provision of off-site highway infrastructure and bus services are given for each Phase – noting that some improvements may be triggered by development in either Phase One or Phase Two.

Appendices One and Two to this document contain the drawings of development and green infrastructure proposed for each Phase together with a table showing the indicative numbers of dwellings for each parcel within the blocks are set out. These are also totalled for each block and Phase. Again, it is important to note that the figures proposed for each parcel have not changed from the outline planning application. The figures are based upon the likely delivery rates for each transect type. Areas of non-residential development are not accounted for within these tables (as in the original Design & Access Statement). It is only at Reserved Matters stage that the final numbers of units proposed for each parcel and block and the detailed nature of the non-residential development will be fixed.

## 2. THE VISION FOR BEESTON PARK.

The vision for Beeston Park is set out in the Design and Access Statement submitted as part of the outline planning application made in October 2012. In the simplest terms, Beeston Park should make it easy for everyone who lives, works and plays there to enjoy a high quality of life with a small environmental footprint – through application of tried-and-tested urban planning and design principles together with good contemporary architecture (including a mixture of traditional and modern styles), technology and development processes.

The vision will be achieved by the consistent application of a few strong, clear design principles laid down in and embodied by the outline application scheme:

- Walkable neighbourhoods. Beeston Park is laid out to maximise the number of homes within a five-minute (circa 400m) walk of a mixed-use neighbourhood, local or district centre and onward public transport links to Norwich city centre and other destinations. This provides an essential precondition for sustainable movement habits to be adopted from the outset together with support for local facilities and services.
- Streets, blocks and plots. A connected grid of streets, each designed to suit its function, defining blocks of development which each comprise a multitude of individual development plots, forms the basic structure of Beeston Park. This makes for clear delineation of public and private realms, for safe, direct and overlooked routes for walkers and cyclists, and for an inherent legibility and unity of form across the development.
- Focal places. Successful places are more than just streets; Beeston Park incorporates a range of squares, public parks and other opportunities for the assembly and activity essential to the formation of community life and civic identity, and to the trade that is characteristic of lively towns rather than housing estates.
- Abundant green infrastructure. Formal parks, informal greens, gardens, green streets and playing fields – over 80ha of newly accessible green space in total – will contribute to a green infrastructure network supporting the health and wellbeing of Beeston Park residents as well as greatly enhanced ecological diversity.
- A character 'transect'. Like most great places, Beeston Park will vary in character – tighter-knit and more urban feel of development closest to its centres, greener and more spacious at its edges, with a wide range of building types and styles and clear rules about what can be built where.
- A town code. A scheme-wide design and sustainability code will set more detailed principles and rules governing how the vision for Beeston Park is to be carried through into the more detailed design of streets, blocks, buildings and spaces.

This vision will be delivered by maintaining a clear view of these principles through the on-going involvement of the promoter (see section 6) and by aligning them with an implementation strategy that responds to local market circumstances and works closely with developers and builders to translate them into detailed design and delivery.

It is important to note that there will not be a strict sequential phasing of development between the blocks, parcels and Phases at Beeston Park. Instead they are likely to overlap a little.

This more flexible approach will mean that the pace of delivery in one Phase can be 'tuned' up or down according to market demand, independently of delivery in the other Phase underway at the time. However, it is not envisaged that all three Phases would be delivering development concurrently.



## 2 PHASE ONE: OLD CATTON NEIGHBOURHOOD.

### 2.1 INTRODUCTION.

The Beeston Park development in this area comprises residential Parcels A-C with supporting infrastructure, a primary school and green formal and informal green spaces including a significant number of playing fields. It is shown on drawing number NS&OC121 B – Proposed Phase One Development in Appendix One.

Bringing forward this development as the first Phase brings the opportunity to create a new neighbourhood with excellent walking and cycling links to the existing Old Catton Centre. For the first residents of Beeston Park there will therefore be established retail and other facilities in existence nearby as well as increased footfall for the centre with potential for attracting further investment as a result.

As well as the development covered by the Beeston Park permission 20121516, there are two other significant schemes in the vicinity. Permission 20141725, land East of Spixworth Road was granted in Spring 2015 for a minimum of 225 homes. It includes a condition requiring adherence with the Beeston Park Design and Sustainability Code. A site at Repton Avenue provides for additional homes to the west of St Faith's Road.

Together with Phase One of Beeston Park there will be a total of over 1000 new homes permitted under the three applications; increased footfall for the Old Catton centre as well as patronage for bus services in the area. These issues are examined further in the socio-economic chapter of the Environmental Statement.

### 2.2 SEQUENCE OF DEVELOPMENT IN THIS PHASE.

The sequence of development in the Old Catton neighbourhood is likely to be as follows:

- Parcel A, to the west of Spixworth Road is likely to be the first to come forward;
- Parcels B and C will follow on shortly afterwards;
- The first primary school site is likely to be made available as a serviced site as Parcels B and C are opened up for development, as discussed below.

As shown in Appendix Two a total of around 733 dwellings are proposed in this Phase of development, about 340 in Parcel A are likely to constitute the first reserved matters application. However, this is still a substantial amount of development for a single reserved matters application and it may be that a number of blocks within one of the parcels comes forward in the first instance.

Norfolk County Council (NCC), the Local Education Authority for Broadland District, will be able to take ownership of the primary school site as set out in the s.106 Agreement to the Beeston Park permission<sup>2</sup> NCC will decide the timing of development of the school site. The school will be funded by CIL, and any other funding streams available to the LEA including its capital programme.

<sup>2</sup> As revised by the Deed of Variation to be consistent with the revised phasing strategy.

## 2.3 INFRASTRUCTURE INVESTMENT IN PHASE ONE.

### 2.3.1 HIGHWAY INFRASTRUCTURE.

A revised Traffic Assessment was submitted with the s.73 application in the light of other developments permitted in the area since the Outline Planning Application and in particular with progress on the Northern Distributor Road, which will be open earlier in the delivery of the Beeston Park development than originally anticipated.

Following discussions with Norfolk County Council as Highway Authority, and the local Bus Operators a revised set of triggers for off-site highway infrastructure improvements has been agreed. Whilst some of these are directly related to specific Phases of development, some of these improvements are intended to alleviate the impacts of increased traffic from parts of more than one Phase – since development may be occurring in more than one Phase at a time (see section 2 Vision above). Therefore, some of the improvements can be triggered by events occurring in Phase One or Phase Two. For ease of reference, all of these are listed in the table below under Phase One.

Conditions on the planning permission will require the monitoring of traffic generated from Beeston Park and it could be that some of the triggers will require amendment as development proceeds. It is important to note that this Development Phasing & Infrastructure Strategy is a 'live' document that provides for adjustment throughout the life of the development.

*Table 1: Highway Infrastructure Improvements, Phase One*

Improvement	Trigger
Spixworth Road Access Design and Construction: to serve development either to the east or west of Spixworth Road	Prior to occupation of any development in that part of Phase One (ie either to the east or west of Spixworth Road) as appropriate
St Faiths Road Access Design (Footway/cycleway only)	Prior to commencement of any development in that part of Phase One to the west of Spixworth Road
St Faiths Road Access Construction (Footway/cycleway only)	Prior to the occupation of the 150th dwelling of that part of Phase One to the west of Spixworth Road
Spixworth Road/White Woman Lane/Lodge Lane junction improvement Design	Prior to commencement of Phase One
Spixworth Road/ White Woman Lane/ Lodge Lane junction improvement construction	Prior to occupation of 150 <sup>th</sup> dwelling of Phase One
Design of link between Spixworth Road and B1150	Prior to commencement of development in that part of Phase One to the east of Spixworth Road
Construction of link between Spixworth Road and B1150	Prior to the occupation of the 100th dwelling of that part of Phase One to the east of Spixworth Road

Design of junction form at junction of link road and B1150	Prior to commencement of development in that part of Phase One to the east of Spixworth Road
Construction of junction at link road/B1150	Prior to the occupation of 100th dwelling in that part of Phase One to the east of Spixworth Road
Design of footway/cycleway from junction of link road south along the B1150 to junction with White Woman Lane	Prior to commencement of development in that part of Phase One to the east of Spixworth Road
Construction of footway/cycleway from junction of link road south along B1150 to junction of White Woman Lane	Prior to the occupation of the 100th dwelling in that part of Phase One to the east of Spixworth Road
Design of B1150/White Woman Lane junction Improvements	Prior to the first of the following two events: 1. Occupation of the 100th dwelling in that part of Phase One to the east of Spixworth Road; or 2. Commencement of development of Phase Two.
Construction of the B1150/White Woman Lane junction improvements	Prior to the first of the following two events: 1. Completion of development in that part of Phase One to the east of Spixworth Road; or 2. Occupation of the 200th dwelling in Phase Two.
Design of B1150/George Hill junction improvements	Prior to the first of the following two events: 1. Occupation of the 100th dwelling in that part of Phase One to the east of Spixworth Road; or 2. Commencement of development of Phase Two
Construction of the B1150/George Hill junction Improvements	Prior to the first of the following two events: 1. Completion of development in that part of Phase One to the east of Spixworth Road; or 2. Occupation of the 200th dwelling in Phase Two.
Design of A1042/B1150 junction improvement	Prior to the first of the following two events: 1. Occupation of the 100th dwelling in that part of Phase One to the east of Spixworth Road; or 2. Commencement of development of Phase Two
Construction of A1042/B1150 junction improvement	Prior to the first of the following two events: 1. Occupation of the 300th dwelling in that part of Phase One to the east of Spixworth Road; or 2. Occupation of the 200th dwelling in Phase Two.

### 2.3.2 BUS SERVICES.

There are a number of existing bus services in the area and one which already directly serves the existing community which it is proposed to enhance as development of Phase One proceeds. This will offer new residents a highly sustainable alternative to the private car from day one and minimise any traffic impacts from the new development on the adjacent highway network. The enhanced service will also benefit existing residents and help promote a reduction in background

traffic levels. A further measure to be introduced during Phase One of the development, to help reduce the number of cars entering Norwich City Centre, will be the augmentation of existing Park and Ride services from Wroxham Road. Bus service improvements will be implemented as follows:

*Table 2: Bus Service Enhancements, Phase One*

Service	Trigger
Agreement with operator to provide 15 minute bus service to serve Phase One	Prior to commencement of Phase One
Delivery of 15 minute bus service to serve Phase One	Prior to occupation of the 50 <sup>th</sup> dwelling in Phase One
Agreement with operator to provide a 12 minute park and ride service	Prior to construction of 350th dwelling in Phase One
Delivery of 12 minute park and ride service	Prior to the occupation of the 400th dwelling in Phase One

For a breakdown of all the proposed offsite highway improvements and bus service enhancements, together with the triggers for implementation agreed with NCC as Highway Authority, see the schedule at Appendix Three to this Strategy document.

### 2.3.3 OTHER INFRASTRUCTURE ENHANCEMENTS

In comparison to the main development area surrounding the Market Square, the utilities and other requirements for Phase One are less significant. In common with the site-wide Sustainable Urban Drainage Strategy (SUDS), the SUDS infrastructure will roll-out as development proceeds and the Phase is self-sufficient; i.e. the SUDS infrastructure has been designed so that no additional land-take outside the Phase is required.

Similar, there will be significant areas of playing fields and more informal recreational spaces provided as part of Phase One as shown on drawing no NS&OC131 B – Proposed Green Infrastructure Plan. The green space which falls within each block will be provided and granted public access as each block is developed. Although the playing fields to the south and east of the school site are not exclusively for the use of the school, they will not be made available until the school building is completed. This will reduce construction impacts in the vicinity during the course of building the school (as the area will be available for site compounds, contractors' vehicles and suchlike).



### 3 PHASE TWO: MARKET SQUARE NEIGHBOURHOOD.

#### 3.1 INTRODUCTION.

Phase Two comprises the central large development surrounding the Market Square including the commercial development, as shown on drawing number NS&OC122 B – Proposed Phase Two Development. In essence it comprises a significant proportion of the development coming forward under the outline permission and is likely to be the area that most people identify as 'Beeston Park'. It also includes the substantial green space which will become Beeston Country Park as well as numerous smaller green and open spaces across the neighbourhood.

An essential element of Phase Two is a requirement to reroute the North Walsham Road on its new alignment. This is necessary on both highway grounds and to provide additional passing trade for the commercial premises around the Beeston Main Square and ensure that the new community responds to all three 'pillars' of sustainable development (economic, environmental and social).

However, given the design of the primary streets at Beeston Park as well as the materials to be used there is a requirement for significant infrastructure investment in advance of built development in this neighbourhood. Hence the rephrasing from the original proposals as set out in the OPA DAS.

It is likely that design and implementation of the infrastructure in advance of housing development will take place concurrently with the Phase One development, given that a timescale of around two years is likely for planning and delivering the rerouting of the North Walsham Road alone.

#### 3.2 SEQUENCE OF DEVELOPMENT

The sequencing of development for Market Square will evolve during the developer partnering process. However, it is likely to comprise the following elements:

- Parcels D-G which comprise a 50-acre area at the heart of the proposed Beeston Park scheme, with capacity for around 850 dwellings, alongside the main new centre and focal public space and 11,000sqm of commercial space. Centred on the new main road axis of the 'New North Walsham Road Corridor' which is the main enabling infrastructure for the wider Phase Two, this area of the site will be the front door to the overall scheme and a new gateway to Norwich from North Norfolk.
- Then Parcels I-J to the north including the secondary village square, cigar park and development frontages to these spaces as well as the NNWR and Beeston Park itself plus ancillary commercial development in the vicinity of Red Hall Farm.
- Then the completion of Market Square by delivering the eastern and southernmost development Parcels H and K-N.

The second primary school site, adjacent to Parcels G and K will be made available as services are provided to open up the first of these parcels to be delivered. The exact timing of this will be discussed and agreed in advance with the LEA in accordance with the revised s.106 Agreement.

This means that both of the primary school sites at Beeston Park are likely to be made available to the LEA well before half of the development is complete. This is one demonstration of the principle of providing infrastructure in advance of need. The LEA will therefore be able to exercise complete

control over the timing of construction of the schools relative to the development of Beeston Park and other surrounding housing schemes.

The Market Square neighbourhood has been designed to comply with the walkable neighbourhood philosophy – albeit that due to the size of the Phase, it is likely that the secondary centre at Wroxham Road Square will be more convenient as a local centre for some residents of the neighbourhood. Commercial development at Red Hall Farm, yet to be fully defined, may also provide some additional facilities for those in the more northerly development blocks.

The timing of delivery of non-residential uses around the main square will be a careful balance of the desire to provide the facilities early on in the Phase together with the need to ensure that there is sufficient footfall to sustain the commercial uses. One method of tackling this issue may be the flexible usage of space over time, with options including live-work units that can switch easily between residential and A1/2 uses on the ground floor, for example.

Timing of the commercial uses will be responsive to market considerations and may hinge on the provision of the larger A1 unit. Market interest in this is likely to be high but will very much depend upon the pattern of convenience retailing in the locality in the years running up to its development. It is worth noting the significant structural changes that the sector has undergone since the development was masterplanned.

### 3.3 INFRASTRUCTURE INVESTMENT IN PHASE TWO.

Phase Two requires significant upfront infrastructure investment. Approximately 60% of the estimated costs for the Phase have to be delivered prior to, or during delivery of, Parcels D-G. Various mechanisms are being investigated to smooth investment cashflow and enable the servicing of parcels for development. This is probably the single most significant challenge which has necessitated the rephrasing of the overall development from the proposals in the Outline Planning Application.

Nevertheless, the developers are confident that perhaps with the assistance of public sector investment in the shape of loan funding, the main Phase of Beeston Park can be delivered whilst the Vision and principles are adhered to.

#### 3.3.1 HIGHWAY INFRASTRUCTURE.

Development of Phase Two will include the construction of the new High Street which will form the new alignment of the B1150, North Walsham Road. The other triggers specific to this Phase relate to the design and construction of the remaining section of the west-east link road through to the A1151 Wroxham Road.

The highway triggers relating to this Phase are set out in Table 3 overleaf.

Table 3: Highway Infrastructure Improvements, Phase Two:

Improvement	Trigger
Design of the realigned B1150 (North Walsham Road) including the link to the junction of the Phase 1 link road and the B1150	Prior to commencement of any part of Phase Two
Construction of the realigned B1150 (North Walsham Road) including the link to the junction of the Phase 1 link road and the B1150	Prior to the occupation of the 50th dwelling of any part of Phase Two
Design of the link road from the realigned B1150 (North Walsham Road) to the A1151 (Wroxham Road)	Prior to the occupation of the 500th dwelling of any part of Phase Two
Construction of the link road from the realigned B1150 to the boundary of Phase 3	Prior to the occupation of the 1,250th dwelling of any part of Phase Two

### 3.3.2 BUS SERVICES

A new bus service will be introduced as Phase Two proceeds to extend and continue the sustainable transport choices established in Phase One. This will create a route initially between the Main Square and Norwich via the North Walsham Road corridor. As development proceeds, the frequency of the service will increase with some services extended to serve Spixworth. The new bus service will be implemented as set out in Table 4 below.

Table 4: Bus Service Enhancements, Phase Two

Service	Trigger
Agreement with operator to provide a 30 minute bus service to serve Phase Two.	Prior to commencement of any part of Phase Two
Delivery of 30 minute bus service to serve Phase Two.	Prior to the occupation of the 150th dwelling of Phase Two
Agreement with operator to provide a 15 minute service to serve Phase Two	Prior to the occupation of the 750th dwelling of Phase Two
Delivery of 15 minute service to serve Phase Two.	Prior to the occupation of the 1000th dwelling of Phase Two

Agreement with operator to provide a 10 minute service to serve Phases One and Two.	Prior to the occupation of the 1250th dwelling of Phase Two
Delivery of a 10 minute service to serve Phases One and Two	Prior to the occupation of the 1500th dwelling of Phase Two

The schedule attached at Appendix Three sets out all of the proposed highway improvements and bus service enhancements together with the agreed trigger points.

### 3.3.3 OTHER INFRASTRUCTURE ENHANCEMENTS

The current Sustainable Urban Drainage System (SuDS) strategy delivers combined attenuation and infiltration within each Phase across the site.

The SuDS will therefore continue to be design and delivered within each Phase. Any variation in the SuDS strategy will aim to rationalise the drainage strategy on the development within the framework of the outline application.

The development will be serviced within the regional and local infrastructure provision and phased in line with the development requirements.

All utility providers are currently being engaged to assess the phasing implications on their networks to ensure short term and long-term connections can be achieved.

The integration of low carbon and zero carbon energy technology will be managed within the Design Code in order to achieve required design standard and national regulations.

### 3.3.4 GREEN INFRASTRUCTURE & PUBLIC OPEN SPACE.

This Phase of development will see the opening up of the substantial green space of Beeston Park itself. It is envisaged that the southern part of Beeston Park will be delivered first, and access to it provided at the same time as the first parcels are opened up for development on this Phase. As development proceeds closer to the northern part of the Phase, the remainder of Beeston Park, to the north of the House, will be delivered and public access provided to this area.

The phased provision of the Parkland will have a number of benefits. With such a large amenity it is unnecessary to provide public access to the whole of the Park in a single Phase and lessons in visitor and habitat management can be learnt and introduced into the northern Phase once it too is opened up.

There are several other areas of strategic green and / or public open space which will be provided as development proceeds in this Phase. The Main Square will be provided as the commercial development is delivered around it and the detailed phasing of this will be determined closer to the time through Reserved Matters applications.

It may be that the commercial development around the square is delivered in Phases and it could therefore make good sense to deliver the square itself in Phases. Opportunities may be taken for temporary or 'meanwhile' uses of the area to be occupied by the square to introduce vitality and footfall during the construction Phase.

The Cigar Park and secondary village square and in the northern part of the Neighbourhood (GS01 and GS02 on drawing no. NS&OC131 B – Proposed Green Infrastructure Plan) together with the



smaller parcel-specific green spaces (whether required as part of the SUDS infrastructure or otherwise) will all be developed in tandem with development of the adjacent blocks. The details and phasing of this will be provided at Reserved Matters stage.

## 4 PHASE THREE: WROXHAM ROAD NEIGHBOURHOOD.

### 4.1 SEQUENCE OF DEVELOPMENT.

It is currently envisaged that the three Parcels (O, P, Q) in this neighbourhood will be delivered in quick succession towards the end of the development period, as shown on drawing number NS&OC123B. Certainly it is not envisaged that development will take place at the same time in all three Phases.

So, development is likely to proceed around the Wroxham Road Square which will be delivered concurrently with the built development. The exact timing and phasing of delivery, and relationship with the commercial development around the square -will be determined at Reserved Matters stage. It may well be that some of the potential 'jewels in the crown', the edge of development along the southern part of Beeston Park itself, are delivered right at the end of the development period.

The walkable neighbourhood philosophy is easily applied to this Phase of development. Whilst the neighbourhood centre will not provide all of the higher order services and facilities found in the Main Square to the west, it will function as a secondary centre and provider of day-to-day goods and services. Bus services will be easily accessed and enhanced as development proceeds and there is good access to the adjacent park and ride site should it be in the current location once development reaches this neighbourhood.

### 4.2 INFRASTRUCTURE INVESTMENT.

#### 4.2.1 HIGHWAY INFRASTRUCTURE.

A connection to Wroxham Road will be constructed as part of Phase Three with the section of east/west link road completed between Wroxham Road and the main square. This will complete the east/west link between Wroxham Road and Spixworth Road, with a potential extension towards Norwich Airport subject to delivery by NCC as Highway Authority. It will be implemented as in the table below:

Table 5: Highway Infrastructure Improvements, Phase Three:

Improvement	Trigger
Design of access from A1151 (Wroxham Road) including junction form of link road/A1151	Prior to commencement of any part of Phase 3
Construction of access from A1151 (Wroxham Road) including junction of link road/A1151	Prior to first occupation of any part of Phase 3
Construction of the link road from the Boundary of Phase 2 to the junction of the A1151	Prior to the occupation of the 50th dwelling of any part of Phase 3

#### 4.2.2 BUS SERVICES.

There is an existing frequent bus service along Wroxham Road which will serve Phase Three and will offer new residents a highly sustainable alternative to the private car from first occupation of this Phase and minimise any traffic impacts from the new development on the adjacent highway network. An additional service will be introduced which will penetrate the Phase Three development and offer the opportunity to combine with other routes serving the development as a whole to provide connections through the development and to employment areas to the west. The enhanced service will also benefit existing residents and help promote a reduction in background traffic levels. The new bus service will be implemented as in Table 6 below.

Table 6: Bus Service Enhancements, Phase Three:

Service	Trigger
Agreement with operator to provide a 30 minute service to serve Phase Three.	Prior to the occupation of the 50th dwelling of Phase Three
Delivery of a 30 minute service to serve Phase Three.	Prior to the occupation of the 200th dwelling of Phase Three
Agreement with operator to provide a 15 minute service to serve neighbourhoods One, Two and Three	Prior to the occupation of the 200th dwelling of Phase Three
Delivery of a 15 minute service to serve neighbourhoods One, Two and Three	Prior to the occupation of 300th dwelling of Phase Three

The schedule attached at Appendix Three sets out all of the proposed off site highway improvements and bus service enhancements together with the trigger points agreed with NCC as Highway Authority.

### 4.2.3 OTHER INFRASTRUCTURE ENHANCEMENTS

The strategy for SUDS delivery and approaches on energy and utilities will be consistent with that for the larger Phase Two to the west. As with the other Phases, Phase Three will be self-sufficient in terms of sustainable urban drainage.

Lessons learnt during the delivery of the earlier Phases and best practice at the time will be of benefit in delivering the infrastructure during this last Phase.

Phase Three will benefit from the proximity to Beeston Park itself which will be maturing in its restored form as a Country Park. The other green spaces and informal recreation and play spaces will be delivered as the parcels are brought forward for development.



## 5 DELIVERY AND MANAGEMENT

Beeston Park has been promoted by Beyond Green Developments (Broadland) Ltd., a wholly owned subsidiary company of U+I plc (formerly Development Securities plc), working with a consortium of landowners. Following the achievement of outline planning permission, the promoter and landowners are working together to implement the development in accordance with the outline consent and this Phasing and Infrastructure Improvements Strategy.

They will continue do this by:

- a. discharging planning conditions and meeting requirements to deliver enabling infrastructure, either directly or by passing such obligations onto the purchasers of development land;
- b. disposing of parcels of development land to residential, commercial and mixed-use developers for the construction of agreed schemes. Such parcels will usually be provided to the market 'serviced' with primary infrastructure capacity – main streets, utilities and drainage – unless it is optimal to do otherwise;
- c. giving parcel developers responsibility for detailed design and planning applications, in accordance the site-wide Design and Sustainability Code to be approved, and such additional development briefs as the promoter and landowners may issue in connection with a parcel disposal;
- d. in some cases, the promoter may exercise an option to design and/or develop land parcels directly, depending to the complexity and wider importance of the parcel concerned and the level of market interest/capacity.

A scheme-wide approach to the provision, management and maintenance of green infrastructure will be pursued. Adoption of highways and other public open space will be sought where appropriate, in accordance with the requirements of Norfolk County Council and Broadland District Council.

## 6 APPENDICES



## APPENDIX ONE: PACKAGE OF DRAWINGS RELATED TO DEVELOPMENT OF BEESTON PARK

NB These drawings are unchanged from those submitted with V1.0 of this Development Phasing & Infrastructure Improvements Strategy

*Table of Drawings Submitted*

Title	Revised Dates	Revised Drawing No.
Location Plan	01/04/2015	NS&OC101 A
Proposed Development Blocks	15/12/2015	NS&OC103 B
Proposed Key Areas Plan	01/04/2015	NS&OC104 A
Proposed Transect Plan	15/12/2015	NS&OC105 B
Proposed Maximum Building Heights Plan	15/12/2015	NS&OC106 B
Proposed Street Hierarchy Plan	15/12/2015	NS&OC110 B
Proposed Connection Plan	15/12/2015	NS&OC111 B
Site Constraints Plan	01/04/2015	NS&OC130 A
Proposed Green Infrastructure Plan	15/12/2015	NS&OC131 B
Proposed Recreation and Leisure Plan	15/12/2015	NS&OC132 B
Proposed SUDs Plan	15/12/2015	NS&OC133 B
Proposed Phasing Strategy Plans	01/04/2015	NS&OC120 A
Proposed Phase 1 Development	15/12/2015	NS&OC121 B
Proposed Phase 2 Development	15/12/2015	NS&OC122 B
Proposed Phase 3 Development	15/12/2015	NS&OC123 B
Proposed Phasing	15/12/2015	NS&OC127 B

## APPENDIX TWO: SCHEDULE OF DEVELOPMENT PROPOSED FOR EACH BLOCK, PARCEL & PHASE

See following page

**NB:** The Deed of Variation to the s106 Agreement introduces the concept of a 'zone of development'. A zone is the area of the development covered by a reserved matters application, thus it could be any extent from a single block up to an entire phase.





## APPENDIX THREE: SCHEDULE OF SCHEDULE OF HIGHWAY IMPROVEMENTS AND BUS SERVICE ENHANCEMENTS WITH TRIGGER POINTS

### HIGHWAY IMPROVEMENTS

Improvement	Trigger
Spixworth Road Access Design and Construction: to serve development either to the east or west of Spixworth Road	Prior to occupation of any development in that part of Phase One (ie either to the east or west of Spixworth Road) as appropriate
St Faiths Road Access Design (Footway/cycleway only)	Prior to commencement of any development in that part of Phase One to the west of Spixworth Road
St Faiths Road Access Construction (Footway/cycleway only)	Prior to the occupation of the 150th dwelling of that part of Phase One to the west of Spixworth Road
Spixworth Road/White Woman Lane/Lodge Lane junction improvement Design	Prior to commencement of Phase One
Spixworth Road/ White Woman Lane/ Lodge Lane junction improvement construction	Prior to occupation of 150th dwelling of Phase One
Design of link between Spixworth Road and B1150	Prior to commencement of development in that part of Phase One to the east of Spixworth Road
Construction of link between Spixworth Road and B1150	Prior to the occupation of the 100th dwelling of that part of Phase One to the east of Spixworth Road
Design of junction form at junction of link road and B1150	Prior to commencement of development in that part of Phase One to the east of Spixworth Road
Construction of junction at link road/B1150	Prior to the occupation of 100th dwelling in that part of Phase One to the east of Spixworth Road

Design of footway/cycleway from junction of link road south along the B1150 to junction with White Woman Lane	Prior to commencement of development in that part of Phase One to the east of Spixworth Road
Construction of footway/cycleway from junction of link road south along B1150 to junction of White Woman Lane	Prior to the occupation of the 100th dwelling in that part of Phase One to the east of Spixworth Road
Design of B1150/White Woman Lane junction Improvements	<p>Prior to the first of the following two events:</p> <ol style="list-style-type: none"> <li>1. Occupation of the 100th dwelling in that part of Phase One to the east of Spixworth Road; or</li> <li>2. Commencement of development of Phase Two.</li> </ol>
Construction of the B1150/White Woman Lane junction improvements	<p>Prior to the first of the following two events:</p> <ol style="list-style-type: none"> <li>1. Completion of development in that part of Phase One to the east of Spixworth Road; or</li> <li>2. Occupation of the 200th dwelling in Phase Two.</li> </ol>
Design of B1150/George Hill junction improvements	<p>Prior to the first of the following two events:</p> <ol style="list-style-type: none"> <li>1. Occupation of the 100th dwelling in that part of Phase One to the east of Spixworth Road; or</li> <li>2. Commencement of development of Phase Two</li> </ol>
Construction of the B1150/George Hill junction Improvements	<p>Prior to the first of the following two events:</p> <ol style="list-style-type: none"> <li>1. Completion of development in that part of Phase One to the east of Spixworth Road; or</li> <li>2. Occupation of the 200th dwelling in Phase Two.</li> </ol>
Design of A1042/B1150 junction improvement	<p>Prior to the first of the following two events:</p> <ol style="list-style-type: none"> <li>1. Occupation of the 100th dwelling in that part of Phase One to the east of Spixworth Road; or</li> <li>2. Commencement of development of Phase Two</li> </ol>

Construction of A1042/B1150 junction improvement	<p>Prior to the first of the following two events:</p> <ol style="list-style-type: none"> <li>1. Occupation of the 300th dwelling in that part of Phase One to the east of Spixworth Road; or</li> <li>2. Occupation of the 200th dwelling in Phase Two.</li> </ol>
Design of the realigned B1150 (North Walsham Road) including the link to the junction of the Phase 1 link road and the B1150	Prior to commencement of any part of Phase Two
Construction of the realigned B1150 (NorthWalsham Road) including the link to the junction of the Phase 1 link road and the B1150	Prior to the occupation of the 50th dwelling of any part of Phase Two
Design of the link road from the realigned B1150 (North Walsham Road) to the A1151 (Wroxham Road)	Prior to the occupation of the 500th dwelling of any part of Phase Two
Construction of the link road from the realigned B1150 to the boundary of Phase 3	Prior to the occupation of the 1,250th dwelling of any part of Phase Two
Design of access from A1151 (Wroxham Road) including junction form of link road/A1151	Prior to commencement of any part of Phase 3
Construction of access from A1151 (Wroxham Road) including junction of link road/A1151	Prior to first occupation of any part of Phase 3
Construction of the link road from the Boundary of Phase 2 to the junction of the A1151	Prior to the occupation of the 50th dwelling of any part of Phase 3
Design of access from A1151 (Wroxham Road) including junction form of link road/A1151	Prior to commencement of any part of Phase 3
Construction of access from A1151 (Wroxham Road) including junction of link road/A1151	Prior to first occupation of any part of Phase 3



Construction of the link road from the Boundary of Phase 2 to the junction of the A1151	Prior to the occupation of the 50th dwelling of any part of Phase 3
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#### BUS SERVICE ENHANCEMENTS

Service	Trigger
Agreement with operator to provide 15 minute bus service to serve Phase One	Prior to commencement of Phase One
Delivery of 15 minute bus service to serve Phase One	Prior to occupation of the 50 <sup>th</sup> dwelling in Phase One
Agreement with operator to provide a 12 minute park and ride service	Prior to construction of 350th dwelling in Phase One
Delivery of 12 minute park and ride service	Prior to the occupation of the 400th dwelling in Phase One
Agreement with operator to provide a 30 minute bus service to serve Phase Two.	Prior to commencement of any part of Phase Two
Delivery of 30 minute bus service to serve Phase Two.	Prior to the occupation of the 150th dwelling of Phase Two
Agreement with operator to provide a 15 minute service to serve Phase Two	Prior to the occupation of the 750th dwelling of Phase Two
Delivery of 15 minute service to serve Phase Two.	Prior to the occupation of the 1000th dwelling of Phase Two
Agreement with operator to provide a 10 minute service to serve Phases One and Two.	Prior to the occupation of the 1250th dwelling of Phase Two
Delivery of a 10 minute service to serve Phases One and Two	Prior to the occupation of the 1500th dwelling of Phase Two
Agreement with operator to provide a 30 minute service to serve Phase Three.	Prior to the occupation of the 50th dwelling of Phase Three

Delivery of a 30 minute service to serve Phase Three.	Prior to the occupation of the 200th dwelling of Phase Three
Agreement with operator to provide a 15 minute service to serve neighbourhoods One, Two and Three	Prior to the occupation of the 200th dwelling of Phase Three
Delivery of a 15 minute service to serve neighbourhoods One, Two and Three	Prior to the occupation of 300th dwelling of Phase Three

Executed as a deed by  
**THE MORLEY AGRICULTURAL  
FOUNDATION**  
acting by two Directors/a  
Director and the Secretary

Director

Print name T. S. EVANS.

Director/Secretary

Print name J. S. WALLACE

The common seal of **NORFOLK COUNTY  
COUNCIL** was hereunto affixed in the  
presence of:



Head of Law

Authorised to sign on behalf of Chief Legal Officer

Signed as a deed (but not delivered  
until the date hereof) by the said  
**MICHAEL ALAN DEWING**  
in the presence of:

Witness signature

Name

Address

Occupation

Michael A Dewing

Charles E Birch

CHARLES E Birch

THE ATRIUM  
54 GEORGE ST  
NORWICH  
NR3 1AB

CHARLES E BIRCH



Signed as a deed (but not delivered  
until the date hereof) by the said  
**HILARY ANNE BARRETT** in the presence of:

*Hilary A Barrett*

Witness signature

*Charles Birch*

Name

*CHARLES B BIRCH*

Address

*ST GEORGE'S ST  
NORWICH  
NORFOLK  
NR3 1AB*

Occupation

*CHARLES BIRCH*

Executed as a deed on behalf of

**THE TRUSTEES OF THE EDUCATIONAL FOUNDATION  
OF ALDERMAN JOHN NORMAN**

*Jonathan Boston*  
*Mhead*

two of their number under an authority conferred

pursuant to section 333 of the Charities Act 2011

in the presence of:

Witness signature

*TH*

Name

*TRACEY HUGHES*

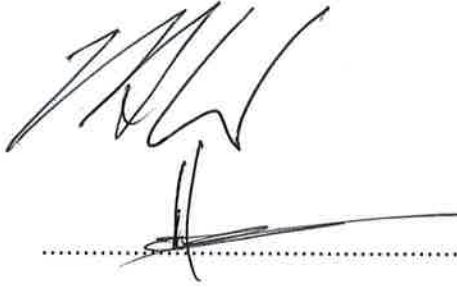
Address

*Flint Building  
1 Bedding Lane  
Norwich NR3 1AG*

Occupation

*Collector*

Signed as a deed (but not delivered  
until the date hereof) by the said  
**JEREMY CHARLES HOWARD**  
in the presence of:



Witness signature

Name

DAVID SIMPSON

Address

7 CALIFORNIA  
WOODBIDGE  
IP12 4DE

Occupation

INSURANCE BROKER

Signed as a deed (but not delivered  
until the date hereof) by the said  
**ADRIAN JAMES HOWARD**  
in the presence of:



Witness signature



Name

EDWIN MAYHEW

Address

WOODFIELDS  
NORTHEAST  
IPSWICH  
IP8 4QL

Occupation

COMPANY DIRECTOR

Signed as a deed (but not delivered  
until the date hereof) by the said  
**ANNE ELIZABETH BASTIN**  
in the presence of:

Witness signature

*AEBastin*

*C Duxbury*

Name

*CHRISTOPHER DUXBURY*

Address

*5 CONWAY ROAD*

*SHERINGHAM*

*NR26 8DD*

Occupation

*RETIRED*

Signed as a deed (but not delivered  
until the date hereof) by the said  
**ROGER CHARLES HOWARD**  
in the presence of:

Witness signature

*RCH*

*R. E. High*

Name

*ROSEMARY HIGH*

Address

*2 PARKLAND CRES*

*NORWICH*

*NR6 7RQ*

Occupation

*RETIRED*

Executed as a deed by



**BEYOND GREEN DEVELOPMENTS**

**(BROADLAND) LIMITED**

acting by two Directors/a Director and the Secretary

*Matthew Weiner*

Director

Print name *M. WEINER*

*M. Shepherd*

Director/Secretary

Print name *MARCUS SHEPHERD*

The common seal of **BROADLAND DISTRICT COUNCIL** was hereunto affixed in the presence of:

*[Signature]*  
Head of Law

**CHIEF EXECUTIVE**



7803