

DATED

15th

Wragge
Lawrence
Graham
& Co

February

2015

- (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
of *February* 201*6*

fifteenth day

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 1 Longland Close, Norwich NR6 7LW 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 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 and until such time as the County Council ceases to have an interest in the Site it is the Enforcing Authority for the obligations contained in the third schedule and fourth schedule and fifth schedule of this Agreement
- (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 2
- (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 Agreement in order to secure the planning obligations contained in this Agreement
- (H) The Council on 25 September 2013 resolved to approve the Application subject to the prior completion of this Agreement

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 on the Site as part of the Development as Affordable Housing such Residential Units to be constructed to the current design and quality standards as specified by the HCA or the requirements of the Registered Provider and having one of the Affordable Housing Tenures as agreed by the Council
"Affordable Housing"	Means the Affordable Dwellings to be constructed pursuant to the Permission and provided to Eligible Persons whose needs are not met by the open market
"Affordable Housing Provision"	means 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 from time to time agree in writing) 85 per cent of which will be Affordable Rented Dwellings and 15 per cent will be Intermediate Dwellings (or such other percentage as the Council may from time to time agree in writing) as defined in accordance with the Approved Affordable Housing Scheme and Affordable Housing Tenure
"Affordable Housing Scheme"	<p>A scheme in respect of each Phase of the Development specifying:</p> <ul style="list-style-type: none">(a) the number of Affordable Dwellings to be constructed as part of the relevant Phase of the Development; the mix of Affordable Housing Tenures (reflecting the local needs as determined and agreed by the Council) and (unless otherwise agreed by the Council acting reasonably) in accordance with the Affordable Housing Provision;(b) the location of each of the Affordable Dwellings within the relevant Phase;(c) the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;(d) the identity of the Registered Provider/s or Provider/s;

- (e) the type and size of the Affordable Dwellings;
- (f) the process by which the Provider/s shall find suitable occupiers for the Affordable Dwellings who are Eligible Persons;
- (g) 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;
- (h) in the case of Intermediate Dwellings 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;
- (i) 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 (or such other policy which replaces it) (hereafter called "the Cascade") provided that the Council requires the Cascade to be implemented and has determined the number of Affordable Dwellings which will be subject to the Cascade up to a maximum of 33 per cent;
- (j) the appropriate design and quality standards which will apply to the construction of the Affordable Dwellings such standards to comply with the requirements of the Registered Provider (where appropriate) or the HCA's design and quality standards at the time the Affordable Housing Scheme is approved

and such other information and requirements as the Council may reasonably require in connection with the provision of Affordable Housing for the relevant Phase on the Site to enable approval of the Affordable Housing Scheme

"Affordable Housing Tenure" means 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 the Affordable Housing Scheme in respect of a particular Phase :

- (a) Residential Units to be let by a Registered Provider not subject to the national rent regime but subject to other rent controls that limit the rent to no more than Eligible Persons can afford having regard to local incomes and rental levels and in any event at no more than 80 per cent of local market rents including any service charges as approved by the Council (hereinafter referred to as

"Affordable Rented Dwellings")

- (b) Residential Units owned or managed by a Provider let at rents not exceeding the Target Rent (hereinafter referred to as "Social Rented Dwellings")
- (c) Residential Units at prices and rents above those of Social Rented Dwellings but below market price or rents and at prices or rents (which shall in any event be no more than 80 per cent of local market prices or rents including any service charges and shall not exceed the local housing allowance or its replacement for that area) that Eligible Persons can afford as determined by the Council acting reasonably including shared equity products (e.g. HomeBuy), Shared Equity Dwellings, Shared Ownership Dwellings, shared ownership products, other low cost homes for sale such as discounted market sale products and intermediate rent (but not including Affordable Rented Dwellings or Social Rented Dwellings) and which shall include provision for the relevant Affordable Dwelling to remain as Affordable Housing for future Eligible Persons and in the event that those restrictions are lifted, for the Public Subsidy to be recycled for alternative affordable housing provision such provision to be approved by the Council (hereinafter referred to as "Intermediate Dwellings")

and "Affordable Housing Tenures" shall be construed accordingly

"Application"

the application for outline planning permission with some matters reserved submitted to the Council for the Development and allocated reference 20121516

"Approved Affordable Housing Scheme"

an Affordable Housing Scheme submitted by the Owners in respect of the relevant Phase and amended as necessary and agreed by the Council in writing

"Approved Viability Appraisal"

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

"Commencement"

the carrying out on the Site pursuant to the Permission of a material operation as defined in section 56(4) of the Act other than:

site clearance

demolition

archaeological investigations

investigations for assessing ground conditions

	remedial work in respect of adverse ground conditions
	diversion or laying of services
	the temporary erection of means of enclosure site notices advertisements
	and "Commence" and "Commenced" shall be construed accordingly
"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
"Eligible Person"	<p>a person or persons:</p> <p>(1) who is otherwise in need of separate or alternative accommodation because his/her total household income is not sufficient to enable him/her to rent or buy housing generally available in the open market which is adequate for his/her needs (which needs shall be defined by the Council's policies relating to housing allocations) having regard to local incomes and the level of local housing rents and prices and who has a relevant local connection (such local connection being defined by the Council's policies relating to housing allocations); and</p> <p>(2) is nominated or approved by the Council</p>
"Enforcing Authority"	means the 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"	The freehold land registered at the land registry under title number NK296298 and as shown coloured green on Plan 2
"Fifth Owner's Land"	The freehold land registered at the land registry under title number NK420355 and as shown coloured blue on Plan 2
"Fourth Owner's Land"	The freehold land registered at the land registry under title number NK39951 and as shown coloured purple on Plan 2

"HCA"	the public body known as Homes and Communities Agency responsible for creating thriving communities and affordable homes in England or such other body that replaces it
"Index Linked"	means index-linked from 25.09.13 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)
"Local Housing Allowance"	the local housing allowance for affordable dwellings within the Council's area
"Management Company"	a company or companies (or such other body or bodies as shall be agreed between the Council and the Owners and the Developer) established or identified by the Owners/Developer for the purposes of managing and maintaining the Open Spaces and Play Areas, the Ancient Woodlands, the Heritage Assets and Green Infrastructure Assets (as identified in condition number 3 of the Permission) on the Site or any part thereof
"Nominated Body"	one of the following as approved by the Council: <ul style="list-style-type: none"> a) the Council; or b) the town or parish council for the area within which the Site is located; or c) such other body as the Council may approve as being responsible for maintenance of the Open Space; or d) the Management Company
"Occupation"	means 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 on the Site pursuant to the Permission which is not an Affordable Dwelling
"Open Space"	land to be laid out as open space as set out in the Second Schedule
"Open Space Maintenance"	a financial contribution to be used for the maintenance of

Contribution"	the Open Space which will be calculated in accordance with Table 1 in the Second Schedule and Index Linked
"Owners"	the First Owner the Second Owner the Third Owner the Fourth Owner or the Fifth Owner and for the purposes of 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 is discharged
"Permission"	planning permission for the Development to be granted pursuant to the Application subject to conditions and the prior completion of this Agreement
"Phase"	a phase of the Development as described in the informatives within the Permission and shown on the Plan and "Phase" means one of those distinct phases and "Phases" and "relevant Phase" shall be construed accordingly
"Phase 1 Primary School Site "	means the site to be provided as part of the Development and shown in the approximate location by blue colouring and marked "PHASESCH01" on Plan 3
"Phase 4 Primary School Site "	means the site to be provided as part of the Development and shown in the approximate location by blue colouring and marked "PHASESCH02" on Plan 3
"Plan"	the plan reference number NS&OC127 attached to this Deed which shows, <i>inter alia</i> , the location of the Phases of the Development and the Site
"Plan 2"	the plan reference number NS&OC102 attached to this Deed which shows the ownership of the Site as at the date hereof
"Plan 3"	the plan reference number NS&OC103 attached to this Deed which shows the locations of the Phase 1 Primary School Site and Phase 4 Primary School Site
"Play Area"	means any local equipped areas for play and neighbourhood equipped areas for play by children and young adults as set out in the Second Schedule
"Practically Complete"	completion of the construction of any of the Residential Units in accordance with this Agreement subject only to the existence of minor defects and or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Residential Units and which it would be reasonable to include in a schedule of minor snagging items and "Practically Complete" and "Practical Completion" shall be construed accordingly
"Provider"	a Registered Provider or another organisation that owns the Affordable Housing which is approved in writing by the Council

"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
"Residential Unit(s)"	means 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 2
"Shared Equity Dwellings"	Affordable Dwellings purchased on a shared equity basis whereby not more than 75 per cent of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition upon a payment equating to the additional equity being purchased payable to the Council or Provider (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 by the purchaser of the remaining share such a scheme to be secured by a mechanism agreed with and approved by the Council (or such other body as the Council may elect) and in a form approved by the Council (or by such other body as the Council may elect)
"Shared Ownership Dwelling"	Affordable Dwellings to be constructed or provided as part of the Development pursuant to the Affordable Housing Provision and an Approved Affordable Housing Scheme and to be let on a Shared Ownership Lease
"Shared Ownership Lease"	a lease of a Shared Ownership Dwelling granted at a premium whereby up to a maximum of 50% (fifty per cent) on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by the tenant upon completion of such lease or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to purchase the freehold of a Shared Ownership Dwelling by instalments at some future date or dates and allows a rental to be charged on the remainder of the equitable interest not exceeding 2.75% of the equity retained by the Registered Provider rising with inflation on an annual basis (or such other measure of affordable rent as the Council shall approve in writing)
"Site"	the land shown edged red on the Plan

SPIXWORTH CP

BEESTON S

Legend

- PHASE 1: DEVELOPMENT BLOCKS
- PHASE 2: DEVELOPMENT BLOCKS
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PROPOSED OUTLINE
APPLICATION BOUNDARY
BEESTON WALL
APPLICATION AREA
PROPOSED ALIGNMENT
OF HIGH

Head of Democratic Services and
Mentoring Officer

1556

NSAOC 127	A
NSAOC 128	A
NSAOC 129	A
NSAOC 130	A
NSAOC 131	A
NSAOC 132	A
NSAOC 133	A
NSAOC 134	A
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NSAOC 136	A
NSAOC 137	A
NSAOC 138	A
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NSAOC 196	A
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NSAOC 198	A
NSAOC 199	A
NSAOC 200	A

- 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 act such covenant shall include an obligation not to permit or suffer such an act 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 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 and 5 shall be enforceable by the Council or by the County Council or by the Enforcing Authority as appropriate

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 clauses 7.1, 7.2, 7.3, 8, 9, 10, and 14 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 and Fifth 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;

- the First Owner (or any of their successors in title) in respect of the First Owner's Land;
- the Second Owner (or any of their successors in title) in respect of the Second Owner's Land;
- the Third Owner (or any of their successors in title) in respect of the Third Owner's Land;
- the Fourth Owner (or any of their successors in title) in respect of the Fourth Owner's Land;
- the Fifth Owner (or any of their successors in title) in respect of the Fifth Owner's Land

6. COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owners as set out in the First Schedule
- 6.2 The Enforcing Authority and County Council covenants with the Owners as set out in the Third and Fourth Schedules

7. MISCELLANEOUS

- 7.1 Immediately on completion of this Deed the Developer shall 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 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 whole or part of the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT the reservation of any rights easements or the inclusion of any covenants in the transfer shall not constitute an interest for the purposes of this clause
- 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 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. 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
- 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.

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 ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice shall give details of the transferees full name and registered office (if a company or usual address if not) together with the area of the Site transferred by reference to a plan but shall not be required in respect of the transfer (freehold or leasehold) of each individual Residential Unit

10. DISPUTE PROVISIONS AND VIABILITY APPRAISALS

- 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 it may be referred by any party for decision by an expert person appointed by the President for the time being of the Law Society
- 10.3 Nothing in clause 10.1 to 10.3 shall apply to recovery of liquidated sums
- 10.4 In the event that the Owners believes it is necessary to provide to the Council a Viability Appraisal in respect of the Affordable Housing provisions contained in this Agreement the Viability Appraisal shall be provided by a suitably qualified third party
- 10.5 Any expert howsoever 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 and Wales

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 (subject to clause 5) covenant with the Council as follows:

1. Not to Commence or allow Commencement of any Phase of the Development unless and until the Affordable Housing Scheme relating to the relevant Phase 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:
 - 2.1 Not to Occupy or allow Occupation of the first Open Market Dwelling within the relevant Phase unless and until certified copies of an exchanged conditional contract or exchanged contracts for the sale of the Affordable Dwellings to a Provider has been supplied to the Council
 - 2.2 Not to construct or procure the construction of the Affordable Dwellings within the relevant Phase otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales set out therein
 - 2.3 Not to Occupy or allow Occupation of more than 50% of the Open Market Dwellings within the relevant Phase unless and until all of the Affordable Dwellings required to be provided under the Approved Affordable Housing Scheme for the relevant Phase are Practically Complete and have been transferred to a Provider in accordance with and subject to the following:
 - 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 Dwellings 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 contain terms to secure any conditions and requirements of the Approved Affordable Housing Scheme for the relevant Phase
 - 2.4 Not to use or allow the Affordable Dwellings to be used for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme 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 is has first complied with the following:

- 2.4.3.1 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 it's 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
- 2.4.3.3 or, 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 to instead 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 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.

3. Viability

- 3.1 Within 20 working days from receipt of a Viability Appraisal the Council shall confirm in writing whether it:
 - 3.1.1 accepts the conclusions of the Viability Appraisal (the Acceptance Notice"); or
 - 3.1.2 rejects (with reasons) the conclusions of the Viability Appraisal (as submitted) ("Non Acceptance Notice")
- 3.2 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
 - 3.2.1 an agreed form of Viability Appraisal; and (if applicable)

- 3.2.2 the amended Affordable Housing Scheme for the relevant Phase to enable the Phase to be viably constructed
- 3.3 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 Scheme) as submitted or as negotiated between the parties
- 3.4 In carrying out its assessment under 3.1 and 3.2 the Council will consider, *inter alia*, amending the proportion of Intermediate Dwellings compared with Affordable Rented Dwellings, or the proportion of Intermediate Dwellings and Affordable Rented Dwellings compared with private rented dwellings, or the transfer for nil consideration to the Council of the land which the Affordable Housing Scheme indicated was to be used for Affordable Housing or an alternative trigger point for the Practical Completion of Affordable Dwellings pursuant to paragraph 2.3 of this Schedule or such other matter or matters which would enable the relevant Phase to be viably constructed
4. 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 by way of reference to the President for the time being of the Law Society

SECOND SCHEDULE

Open Space and Play Areas

The Owners (subject to clause 5) covenant with the Council as follows:

1. Prior to the Commencement of Development of the relevant Phase to submit to the Council for approval:
 - 1.1 a scheme ("the Play Areas Scheme") for the provision (including the size of the Play Areas), laying out, equipping and future maintenance of the Play Areas for the relevant Phase (the Play Areas Scheme to also include timings for the completion and availability of the Play Areas)
 - 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 Phase (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 the Ancient Woodland, the Heritage Assets and Green Infrastructure Assets identified in the planning application for the relevant Phase)
2. Prior to the Commencement of Development of the relevant Phase to submit to the Council for approval a scheme ("the Transfer Scheme") for the transfer to and future management in perpetuity of the Play Areas Unencumbered and the Open Space Unencumbered to the 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 Development within the relevant Phase until the Council has approved in writing both the Play Areas Scheme and the Open Space Scheme for that Phase in accordance with the requirements of paragraph 1 above.
4. Not to Commence Development within the relevant Phase until the Council has approved the Transfer Scheme for the relevant Phase in accordance with the requirements of paragraph 2 above
5. Not later than the date specified in respectively the approved Play Areas Scheme and the approved Open Space Scheme to carry out and complete to the reasonable satisfaction of the Council any works required respectively by the approved Play Areas Scheme and the approved Open Space Scheme and in entire accordance with the requirements of the approved Play Areas Scheme and the approved Open Space Scheme for the relevant Phase
6. Unless agreed otherwise pursuant to an approved Play Areas Scheme or an approved Open Space Scheme on the completion to the reasonable satisfaction of the Council of any works required by the approved Play Areas Scheme and the approved Open Space Scheme, 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 an Open Space Maintenance Contribution 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. For the avoidance of doubt, the Owners will maintain the Play Areas and the Open Space in accordance with the requirements of the approved Play Areas Scheme

and the approved Open Space Scheme once any works required by the approved Play Areas Scheme or the approved Open Spaces Scheme are complete until such time as the Play Areas or Open Spaces (or parts thereof) have been transferred to the Nominated Body 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 the Open Space

Open Space Maintenance Contribution				
Residential Unit	Sports	Play	Informal on-site Open Space	Total
1 bed	£303	£30	£253	£586
2 bed	£404	£41	£338	£783
3 bed	£504	£51	£422	£977

THIRD SCHEDULE

Travel Plan and Travel Plan Bond

The Owners (subject to clause 5) 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 Plans submitted to the Enforcing Authority by the Owners for the relevant Phases in accordance with the conditions of the Permission and approved by the Enforcing Authority in writing
"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 Phases
"Travel Plans"	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 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 Plans for the relevant Phases of the Development 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 Phases has operated during the relevant period and its effectiveness

- 2. Not to Commence or allow Commencement of the Development on a particular Phase unless and until**
- 2.1 a Travel Plan for that Phase 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 Phase 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 Phase with the Enforcing Authority ("the Travel Plan Deposit")

3. 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 the County Council shall serve notice on the Owner confirming the actions required by the Owner to comply with the obligations contained in this Deed ("the Performance Notice"); and if after a period of 28 days the Owner has failed in the reasonable opinion of the County Council to comply with the Performance Notice the County Council may call in the Approved Travel Plan Bond or Travel Plan Deposit and carry out the requirements of the Approved Travel Plan without further recourse to the Owner
4. After complying with the obligations contained in paragraph 2 above the Owner shall thereafter monitor and review the Approved Travel Plan and submit a Travel Plan Update to the County Council on the 12 (twelfth) month anniversary after the date of first Occupation of the Development under no subsequent anniversary or such other date or dates as may be agreed by the County Council such monitoring to continue each year until the second anniversary of final Occupation of the Development

The County Council covenants with the Owners as follows:

5. Subject to the Owners complying with the Approved Travel Plan the County Council on the first anniversary of first Occupation will reduce the Bond Sum by an amount proportionate to the number of Residential Units Occupied at that time and thereafter by a further proportionate amount on a yearly basis (for example if 20% of the Residential Units have been Occupied, the Bond Sum shall be reduced by 20%)
5. On reduction of the Bond Sum in accordance with paragraph 5 above, the County Council shall within 28 days return such reduced amount of the Travel Plan Deposit to whomever 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 the Owners shall agree with the Enforcing Authority and Council the exact location and extent of the Phase 1 Primary School Site and the maximum number of Residential Units that can be Occupied before the Phase 1 Primary School Site is to be transferred to the County Council AND FOR THE AVOIDANCE OF DOUBT:-

The Phase 1 Primary School Site shall be a minimum of two (2) hectares in area
2. The Phase 1 Primary School Site shall be clear and unencumbered 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); and
 - 2.2 "unencumbered" 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 Phase 1 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 the Development of Phase 1 the Owners shall provide immediate access for the County Council and its employees contractors and agents to the Phase 1 Primary School Site and for the purposes of inspection, survey and all necessary purposes for the preparation of the site for the uses intended
4. The Owners as appropriate shall transfer the Phase 1 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. Not to Commence development of Phase 1 of the Development unless and until agreement has been reached with the County Council relating to the size and location and transfer of the Phase 1 Primary School Site
6. Prior to Commencement of Phase 4 the Owners shall agree with the Enforcing Authority and the Council the exact location and extent of the Phase 4 Primary School Site and the maximum number of Residential Units that can be Occupied before the Phase 4 Primary School Site is to be transferred to the County Council and the Council AND FOR THE AVOIDANCE OF DOUBT:-

The Phase 4 Primary School Site shall be a minimum of two (2) hectares and a maximum of 2.7 hectares in area as the County Council shall prior to such transfer require or approve

7. The Phase 4 Primary School Site shall be clear and unencumbered 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:-
 - 7.1 "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); and
 - 7.2 "unencumbered" 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
 - 7.3 "serviced" means provided with at least to the boundary of the Phase 1 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
8. Upon Commencement of the Development of Phase 4 the Owners shall provide immediate access for the County Council and its employees contractors and agents to the Phase 4 Primary School Site and for the purposes of inspection, survey and all necessary purposes for the preparation of the site for the uses intended
9. The Owners shall transfer the Phase 4 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 6 and in accordance with the terms set out in paragraph 12 in this Schedule
10. Not to Commence development of Phase 4 of the Development unless and until agreement has been reached with the County Council relating to size and location and transfer of the Phase 4 Primary School Site

The County Council covenants with the Owners as follows:

11. If at the tenth anniversary of the transfer of the Phase 1 Primary School Site either
 - 11.1 the County Council has not entered into a contract or contracts relating to the Phase 1 Primary School Site; or
 - 11.2 the Phase 1 Primary School Site has become surplus to the County Council's requirements as Education Authoritythen the County Council shall transfer the Phase 1 Primary School Site to the Owner for the sum of ONE POUND (£1.00) and on the equivalent terms as set out in paragraph 12 of this Schedule, except that the covenant referred to at paragraph 12.4 shall lapse and shall not apply
- 11.3 If at the tenth anniversary of the transfer of the Phase 4 Primary School Site either
 - 11.3.1 the County Council has not entered into a contract or contracts relating to the Phase 4 Primary School Site; or

11.3.2 the Phase 4 Primary School Site has become surplus to the County Council's requirements as Education Authority

then the County Council shall transfer the Phase 4 Primary School Site to the Owner for the sum of ONE POUND (£1.00) and on the equivalent terms as set out in paragraph 12 of this Schedule, except that the covenant referred to at paragraph 12.4 shall lapse and shall not apply

12. Terms and Conditions for land transfers to the County Council

- 12.1 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 or in default of such agreement upon such date as shall be specified in a notice in writing given by the County Council to the Owner such notice to be given not later than 28 days before the date specified in the notice for completion
- 12.2 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
- 12.3 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
- 12.4 The transfer will if so required by the Owners and agreed by the County Council contain a covenant by the County Council restricting the use of the land transferred for the purpose of education
- 12.5 The standard conditions of sale (4th 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 (4th edition)
- 12.6 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 two hundred and ninety three thousand 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 Clause 2 of 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 said Agreement 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 in the final phase of the Development by an amount proportionate to the number of Residential Units then Occupied in the final phase and thereafter upon receipt of the County Council's written confirmation on each subsequent anniversary of the first occupation of the final phase by a further proportionate amount taking into account the number of Residential Units then Occupied in that final phase.

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 Parish of Sprowston;
- (ii) if there is no suitable person in paragraph 4(i) allocations will be made to people who work in the Parish of 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 Parish of 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.

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

X 
Director

Print name N. Smith

X 
Director/Secretary

Print name D. Pask

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

.....
Christopher Samuel Roy Coupland

Solicitor

Birketts LLP

.....
Kingfisher House, 1 Gilders Way

Norwich NR3 1UB
.....
.....

Occupation

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



Witness signature

Name

Address

.....
Christopher Samuel Roy Coupland

Solicitor

Birketts LLP

.....
Kingfisher House, 1 Gilders Way

Norwich NR3 1UB
.....
.....

Occupation

Executed as a deed ~~by~~ on behalf of
**THE TRUSTEES OF THE EDUCATIONAL
FOUNDATION OF ALDERMAN JOHN
NORMAN**

by J. Boston

and C. Brown

two of their number under an
authority conferred pursuant to
section 333 of the Charities Act
2011 in the presence of:

Witness signature

Witness name

Witness address

Witness occupation

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

Witness signature

Name

Address

Occupation

J. B. Boston

C. Brown

Alexwell

ALEXANDRA HASWELL

THE ATRIUM, ST GEORGE'S
ST, NORWICH

SURVEYOR

[Signature]

DAVID SIMPSON

7 CALIFORNIA
WOODBRIDGE
W12 4DE

BANKER

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

Witness signature

Adrian Howard

[Signature]

Name

EDWIN MAYHEW

Address

WOODFIELDS

NETTLESTEAD

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

CE Bastin

[Signature]

Name

CAROL REVELL

Address

2, LONGLAND CLOSE

OLD CATTON

NORWICH

NR6 7LW

Occupation

BOOKKEEPER

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



Witness signature

R. E. High

Name

R. E. High

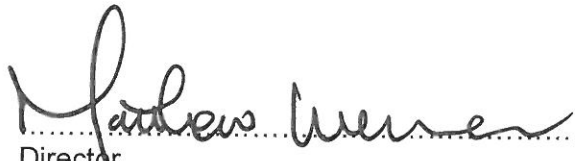
Address

2 PARKLAND CRESCENT
NORWICH
NR6 7RQ

Occupation

RETIRED

Executed as a deed by
**BEYOND GREEN DEVELOPMENTS
(BROADLAND) LIMITED**
acting by two Directors/a
Director and the Secretary



Director

Print name. MATTHEW WENTER



Director/Secretary

Print name. CHRIS BARTON

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

..... M. Mue
Head of Law

Head of Democratic Services and
Monitoring Officer



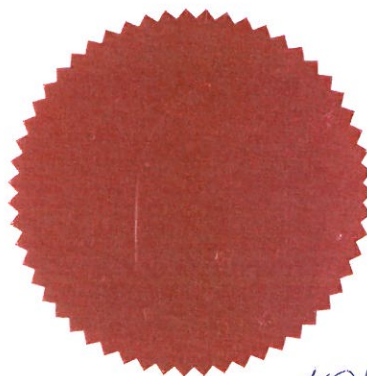
7556

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

.....
Head of Law

C. S. Dool

authorised to sign
on behalf of: HEAD OF LAW



40158

