

DATED 15 February 2013

**(1) BROADLAND DISTRICT COUNCIL**

**- and -**

**(2) NORFOLK COUNTY COUNCIL**

**- and -**

**(3) OAK PARK FARMS LIMITED  
JULIET MARY BUCKINGHAM  
MARK NEVITT BUCKINGHAM  
ANNABEL MARINA LAWRENCE  
ERNEST JOHN WALKER HOLMAN  
and  
SALT CARR FARMS LIMITED**

**- and -**

**(4) WELBECK STRATEGIC LAND LLP**

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

**relating to the development of land  
north of Sir William's Lane Aylsham Norfolk**

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**Broadland District Council  
Thorpe Lodge  
1 Yarmouth Road  
Thorpe  
Norwich  
NR7 0DU**

THIS AGREEMENT is made the 15 day of February 2013  
BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road  
Thorpe St Andrew Norwich Norfolk NR7 0DU (the "District Council")
2. NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich  
NR1 2DH (the "County Council")
3. OAK PARK FARMS LIMITED (Co. Regn. No. 3755135) of Kings House  
Street 15 Upper King Street Norwich Norfolk NR3 1RN (the "First Owner")  
JULIET MARY BUCKINGHAM of Hill Fruit Farm Swafield North Walsham  
Norfolk NR28 0PG MARK NEVITT BUCKINGHAM of The Wolery  
Bradfield Road Swafield North Walsham Norfolk NR28 0RH and  
ANNABEL MARINA LAWRENCE of 82 Carthew Road London Greater  
London W6 0DX as executors of Michael Nevett Buckingham deceased  
(the "Second Owners")  
ERNEST JOHN WALKER HOLMAN of Belt Farm Mill Row Aylsham  
Norwich Norfolk NR11 6HZ (the "Third Owner") and  
SALT CARR FARMS LIMITED of Saltcarr House Bure Valley Lakes Oulton  
Norwich NR11 6NW (the "Fourth Owner")  
(hereinafter together called the "Owners") and
4. WELBECK STRATEGIC LAND LLP (company number OC359671) whose  
registered office is at Woodstock Studios 13 Woodstock Street London  
W1C 2AG (the "Developer")

WHEREAS:-

- A. The District Council is the Local Planning Authority for the purposes of the Act  
for the area within which the Site is situated and the County Council is the  
relevant Highway Authority Education Authority Library Service Provider and  
Fire Authority and is also a Local Planning Authority for the purposes of the  
Act
- B. The Owners are the freehold owners of the Site
- C. The Developer has the benefit of option agreements to purchase the Site
- D. The Developer has submitted the Application to the District Council and the  
District Council has resolved to grant the Planning Permission subject to the  
completion of this Agreement

## 1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Act"	the Town and Country Planning Act 1990 (as amended)
"ADR"	has the meaning referred to in clause 11.2
"Affordable Housing"	housing provided in accordance with the requirements of Schedule 1 to this Agreement which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market
"Affordable Housing Provider" ("AHP")	<p>either:</p> <ul style="list-style-type: none"><li>(i) a registered provider as defined by Section 80 of the Housing and Regeneration Act 2008; or</li><li>(ii) another body whose object is or contains the provision and/or operation of affordable housing and which has been approved by the District Council for the provision and/or operation of affordable housing within the administrative area of Broadland or has otherwise been approved by the District Council for the purposes of this Agreement</li></ul>
"Affordable Housing Provision"	the provision of Affordable Housing Units (being 33% (thirty three per cent) of the total number of Dwellings to be provided on the Site) such Affordable Housing Units to be of the mix and type more particularly specified in Appendix 1 annexed hereto (with such amendments thereto as the District Council may approve in writing from time to time)

"Affordable Housing Scheme"	<p>a detailed scheme submitted to and approved by the District Council in respect of each Phase for the provision of Affordable Housing on that Phase which shall: include a number of Affordable Housing Units which is not less than 30% and not greater than 35% of the total number of Dwellings in that Phase; provide for a mix and type of Affordable Housing Units to the intent that approximately 56.6% of the Affordable Housing Units shall be Affordable Rental Units and the remaining 43.4% of the Affordable Housing Units shall be Discounted Market Dwellings; provide for the location of such Affordable Housing Units to be integrated into and within the Development (but which may at the election of the Owners be sited in clusters subject to a maximum of 15 Affordable Housing Units within any one cluster) ; set out a timetable and programme for the provision of the Affordable Housing Units; and otherwise comply with the requirements of Schedule 1 (or such amended or replacement Affordable Housing Scheme as the District Council may approve in writing from time to time)</p>
"Affordable Housing Units"	<p>individual Dwellings constructed or provided as part of the Development for Affordable Housing</p>
"Affordable Rental Units"	<p>Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Provision and the Affordable Housing Scheme to be let by an AHP on a weekly or monthly tenancy at an affordable rent (being not more than 80% of Market Rent) and in accordance with the requirements of Schedule 1</p>
"Allotments"	<p>the area of land of approximately 0.8 hectares shown for identification purposes only edged green on the Transfer and Footpath Plan together with a right of way on foot and</p>

with vehicles to and from the same over and along the access drive shown for indicative purposes coloured brown on drawing numbered 118/00/106/B annexed hereto at Appendix 4

"Allotments Footpath"	a strip of grassland approximately 3 metres wide extending from a point on the access road to the Allotments eastwards along the southern side of the Allotments and then north along the eastern side of the Allotments and the eastern side of the Formal Open Space to a point at the northern end of the Formal Open Space with separate links to proposed estate roads to the west altogether shown for indicative purposes by a coloured brown line on the Phasing Plan the precise location of which will be determined in accordance with paragraph 10 of Schedule 2
"Allotments Footpath Works"	works for the laying out of a grass footpath on the Allotments Footpath the details of which will be determined in accordance with paragraph 10 of Schedule 2
"Allotments Specification"	a detailed allotments specification submitted to and approved by the District Council for the laying out of the Allotments (including car park, fencing and sheds, the provision of a water and electricity supply and an access road linking the Allotments to the adopted public highway network) in a form substantially in accordance with the outline allotments layout and specification shown on drawing numbered 118/00/106B annexed hereto at Appendix 4 (with such amendments as may be agreed between the District Council and the Owners)
"Application"	the application for planning permission submitted on 29 September 2011 (and bearing reference number 20111453) for the development of up to 300 dwellings, access, public

open space, allotments and associated infrastructure and provision of a car park and enclosure of land for educational and recreational purposes as part of the transfer of land to Aylsham High School

" Approved Travel Plan"	the Travel Plan prepared and submitted by the Owners to the County Council under the terms of Schedule 9 and approved by the County Council in writing or the Travel Plan produced and approved by the County Council under Schedule 9 (as the case may be) including in either case such amendments thereto as the County Council may approve in writing from time to time
"Aylsham High School Expansion Land"	the area of land comprising approximately 5.81 hectares and shown for identification purposes only edged red on the Transfer and Footpath Plan
"Bond Sum"	the sum of £450 per Dwelling (Index Linked) being security for the cost of the implementation of (and compliance with) the Approved Travel Plan
"Buffer Space"	that area of land lying between existing residential dwellings lying outside (but adjacent to) the Site and the south western boundary of the Car Park Area and shown for the purpose of identification cross-hatched black on drawing numbered 118/01/19A annexed hereto at Appendix 5
"Car Park Area"	that part of the Aylsham High School Expansion Land shown for identification purposes edged purple on drawing numbered 118/01/19A annexed hereto at Appendix 5
"Car Park Specification"	a detailed car park specification submitted to and approved by the District Council for the construction and laying out of the Car Park Area as a 127 (minimum) space car park and

drop off area accessible to coaches including the provision of fencing and the diversion of the existing overhead electricity cables lying across the Car Park Land in the following manner, namely:

- 1 between points A – B – C to provide a cable underground and adjacent to (and within) the southern boundary of the Car Park Area; and
- 2 between points C – D to provide a cable either underground or above ground (as the Owners shall elect) and in either case adjacent to (and within) the eastern boundary of the Car Park Area; and
- 3 between point D on the drawing numbered 118/01/19A annexed hereto at Appendix 5 and point B on the Transfer and Footpath Plan to provide a cable either underground or above ground (as the Owners shall elect) and in either case adjacent to (and within) the eastern boundary of the Aylsham High School Expansion Land;

and (in the case of such diverted cables) shall incorporate the Minimum Requirements and otherwise to be in a form substantially in accordance with the outline car park layout and specification drawing number 118/01/19A annexed hereto at Appendix 5 (with such amendments as may be agreed between the District Council and the Owners)

"Car Park Works"	the works detailed in the Car Park Specification
"Certificate"	has the meaning referred to in paragraph 4 of Schedule 6
"Code"	the "Code for Sustainable Homes" published by the Department for Communities and Local Government dated December 2006

"Community Facilities Works"	the carrying out of works of refurbishment and upgrade of the existing swimming pool at Aylsham High School and the provision of a new fitness and dance studio at Aylsham High School or if it subsequently proves impracticable to carry out the works and/or provide the studio such other educational or recreational works or facilities which benefit both Aylsham High School and the local community as the District Council (after consulting Aylsham High School and the Owners) shall reasonably determine and which (on the assumption that such other educational or recreational works or facilities were proposed on or before the date hereof) would be compliant with regulation 122 of The Community Infrastructure Levy Regulations 2010 (as amended)
"Community Facilities Contribution"	the sum of £1,400,000 (Index Linked) payable in three instalments in the manner provided in Schedule 3
"Community Infrastructure Levy"	the charge known as the community infrastructure levy introduced by Part 11 of the Planning Act 2008 or any charge tax or levy introduced as a successor to or as a replacement for that charge
"County Council's Monitoring Fee"	the sum of £900 (Index Linked) payable by the Owners to the County Council
"DDA Compliant"	compliant with the requirements of the Disability Discrimination Act 1995 the Disability Discrimination Act 2005 and the Equality Act 2010
"Development"	the development permitted by the Planning Permission
"Director"	the District Council's Chief Executive or other officer of the



District Council acting under his hand

"Discounted Market Dwellings"	Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Provision and the Affordable Housing Scheme as Dwellings for sale at a price which in each case is 20% (twenty per cent) less than the Open Market Value of such Dwelling unless the District Council agrees that a lower percentage deduction may be applied to such price taking into consideration (inter alia) housing prices in the vicinity and the viability of the Development
"Discounted Market Sale Restriction"	<p>the restriction to be entered in the Proprietorship Register at the Land Registry in relation to each Discounted Market Dwelling in the following terms (subject to any amendment thereto required by the Land Registry and any reasonable amendment agreed between the parties thereto):</p> <p>"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponent or the disponent that the provisions of paragraph [ ] of Schedule 1 to an Agreement dated [ ] and made between [ ] containing planning obligations relating to land at [ ] have been complied with"</p>
"District Council's Monitoring Fee"	the sum of £1,328 payable by the Owners to the District Council
"Dwelling"	any unit of residential occupation being a self-contained house maisonette bungalow or flat constructed as part of the Development and "Dwelling" shall be construed accordingly

"Education Contribution"	the sum of £5,903 per Dwelling being a house or bungalow containing two or more bedrooms and the sum of £2,951.50 per Dwelling being a flat maisonette or apartment containing two or more bedrooms (such sums to be Index Linked)
"First Instalment of the Community Facilities Contribution"	the sum of £300,000 (Index Linked)
"Final Instalment of the Community Facilities Contribution"	the sum of £1,000,000 (Index Linked)
"Footpath Land"	<p>a strip of land shown for indicative purposes by a broken blue line between points A - B - C - D on the Transfer and Footpath Plan being:</p> <ul style="list-style-type: none"> <li>(a) in the case of the strip of land between points A – B a piece of land of a width of approximately 3 metres; and</li> <li>(b) in the case of the strip of land between points B – C a piece of land of a width of approximately 3 metres, lying immediately to the west of (but adjacent to) the existing hedge/tree field boundary between points B – C on the Transfer and Footpath Plan; and</li> <li>(c) in the case of the strip of land between points C-D a piece of land: <ul style="list-style-type: none"> <li>(i) (where it is intended to comprise footway within a highway) of a width of 1.8 metres or such greater width (not exceeding 3 metres) as shall be required by the County Council</li> </ul> </li> </ul>

design guide for estate roads; and

- (ii) (where it is not intended to comprise footway within a highway) of a width of approximately 3 metres (or such lesser width as may be agreed with the District Council) and of such standard of construction as shall be agreed with the District Council;

and in each case in the precise location to be determined in accordance with paragraph 5.1 of Schedule 2

"Footpath Specification"	a detailed specification submitted to and approved by the District Council for the construction of a grass footpath, pedestrian timber footbridge the provision of stock proof fencing and gates (where appropriate) and information boards in respect of that part of the Footpath Land between points A – B – C on the Transfer and Footpath Plan
"Footpath Works"	the works detailed in the Footpath Specification and (if appropriate) those works provided for in paragraph c(ii) of the definition of the Footpath Land
"Formal Open Space"	that area of land shown for the purpose of identification only coloured light green and identified as 'Formal open space' on the Phasing Plan (which is intended to be laid out as formal open space) together with such additional area or areas of land within the Site (also intended to be laid out as formal open space) which when aggregated with the area of land coloured light green and identified as 'Formal open space' on the Phasing Plan shall comprise approximately 2.5 hectares of the Site the precise locations and boundaries of all such areas of land to be determined in accordance with paragraph 2.1 of Schedule 2 (or such other area or areas of land as may be approved in writing by the District Council)

"HCA Standards"	the "Housing Quality Indicators" and "Design & Quality Standards" specified by the Homes and Communities Agency as at the date of this Agreement.
"Home Buy Agent"	an organisation or company reasonably specified by the District Council to advertise for sale the Discounted Market Dwellings
"Implementation"	the carrying out on the Site pursuant to the Planning Permission of a Material Operation and "Implement" and "Implemented" shall be construed accordingly
"Independent Chartered Surveyor"	has the meaning referred to in paragraph 11.3 of Schedule 1
"Index Linked"	<p>(in the case of payments to be made to the County Council) means index-linked from 7 October 2012 until such time that payment of any sum specified in this Agreement to be paid by the Owners to the County Council is required to be paid such index linking to reflect the change in such sums by reference to the proportionate increase or decrease in the Royal Institution of Chartered Surveyors Building Cost Information Service All In Tender Index in relation to the Education Contribution and the Library Contribution and in the case of Transport Contribution and the Bond Sum the Retail Prices Index (All Items) published by the Office for National Statistics and</p> <p>(in the case of payment on or after 1 January 2017 to the District Council of any part of the Community Facilities Contribution) means index-linked from 1 January 2017 until such time that payment of such part of the Community Facilities Contribution is required to be paid by the Owners</p>

to the District Council such index linking to reflect the change in such sums by reference to the proportionate increase or decrease in the Consumer Prices Index published by the Office for National Statistics (and in the event that any of the indexes referred to above shall have ceased to be published at the date of the relevant payment then the closest equivalent index shall be used as agreed between the parties acting reasonably)

"Informal Open Space"	that area of land shown for the purpose of identification only coloured light green and identified as 'Informal Open Space' on the Phasing Plan
"Landscaping Scheme"	a scheme for laying out landscaping seeding planting and turfing of the Formal Open Space (including the construction surfacing and provision of footpaths/cycleways lighting seating litter bins and other features identified by the District Council as being reasonably required within the Formal Open Space) submitted by the Owners to the District Council for its approval by way of a reserved matters application pursuant to the Planning Permission and approved by the District Council (or such amended or replacement Landscaping Scheme as the District Council agrees in writing from time to time)
"Landscaping Works"	the works detailed in the Landscaping Scheme
"Library Contribution"	the sum of £60 per Dwelling (Index Linked)
"Management Company"	a company (or companies) established or identified by the Owners for the purposes of managing and maintaining the Formal Open Space (including the Play Areas) the Footpath

Land the Allotments Footpath the Strategic Woodland and (if applicable) the Buffer Space which company (or companies) may (at the election of the Owners) also manage and maintain such other areas of the Site and other land (if any) as the Owners shall determine.

"Management Company Arrangements"	the detailed arrangements submitted to and approved by the District Council for the carrying out of the management and maintenance of the Formal Open Space (including the Play Areas) the Footpath Land the Allotments Footpath the Strategic Woodland and (if applicable) the Buffer Space including arrangements for the recovery of the costs of such management and maintenance from freeholders leaseholders and occupiers of Dwellings within the Site and (for the avoidance of doubt) maintenance shall (where any item is beyond repair at reasonable cost or it is otherwise appropriate) include replacement and these arrangements shall provide for the Management Company's obligations for management and maintenance to continue for a period of not less than 20 years from the Occupation of the final Dwelling
"Market Rent"	the estimated rent at which a Dwelling should be let on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction after proper marketing where the parties act knowledgeably prudently and without compulsion
"Material Operation"	<p>a material operation as defined in Section 56(4) of the Act save that for the purposes of this Agreement the following shall not constitute a material operation:-</p> <ul style="list-style-type: none"><li>(a) site clearance;</li><li>(b) demolition of existing buildings;</li><li>(c) archaeological investigation;</li></ul>

- (d) assessment of contamination;
- (e) remedial action in respect of contamination;
- (f) the erection of fences or other means of enclosure for site security; or
- (g) the erection of a site compound or site office or temporary buildings or structures

"Minimum  
Requirements"

A plan and specification:

- (a) showing the route of the cable including (whether underground or above ground) distances from the nearest boundary of the Car Park Area; and
- (b) in the case of an underground cable details of the depth of the cable (which in the case of the section of the underground cable between the proposed exit from the car park and point C on drawing number 118/01/19A annexed hereto at Appendix 5 shall be at a depth sufficient to allow the construction of an access road across the route of the underground cable); and
- (c) confirming that the diverted cabling meets relevant health and safety requirements and the requirements of the relevant utility provider

"Occupation"

occupation of a building as a Dwelling (but not including occupation by contractors or for construction or fitting out purposes or as a showroom or sales office) and "Occupy" and "Occupied" shall be construed accordingly

"Open Market  
Dwellings"

Dwellings other than Affordable Housing Units

"Open Market  
Value"

the best price at which the sale of an interest in a Dwelling (other than an Affordable Housing Unit) would have been completed unconditionally for cash consideration on the

date of valuation assuming (i) a willing buyer and a willing seller, (ii) any restrictions imposed on a Dwelling by this Agreement are disregarded (iii) there has been a reasonable period within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market (v) and both the buyer and the seller acted knowledgeably prudently and without compulsion

"Performance Notice"	has the meaning referred to in paragraph 2.3 of Schedule 9
"Phase"	a phase of the Development identified on the Phasing Plan (including any amended Phase approved by the District Council in writing from time to time)
"Phasing Plan"	the illustrative phasing plan identifying the Phases of the Development being drawing numbered 02 - 877.107D and annexed hereto at Appendix 3 (or any replacement phasing plan approved by the District Council in writing from time to time)
"Planning Permission"	the planning permission granted pursuant to the Application
"Play Areas"	three local areas of play and one local equipped area of play for recreational use for toddlers and children of the Parish of Aylsham (including occupiers of the Development) as more particularly described in Appendix 6 annexed hereto to be provided within the Formal Open Space in locations to be determined in accordance with the provisions of paragraph 2.1 of Schedule 2
"Play Works"	the laying out and equipping of the Play Areas with play and recreational equipment for toddlers and children in



accordance with the requirements of Appendix 6 annexed hereto

"Private Footpath Land" has the meaning referred to in paragraph 7 of Schedule 2

"Qualifying Occupiers" in relation to any person to be housed in an Affordable Rental Unit such person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs as defined in the District Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) or where such persons have been exhausted any person nominated by the District Council on the Broadland Housing Register which the AHP owning or managing the Affordable Housing Units on the Site is entitled to house within its rules

"Second Instalment of the Community Facilities Contribution" the sum of £100,000 (Index Linked)

"Shared Ownership Dwellings" Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Provision and the 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 on 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 AHP rising with inflation on an annual basis (or such other measure of affordable rent as the District Council shall approve in writing)
"Site"		the land north of Sir William's Lane Aylsham Norfolk which is shown for the purposes of identification only edged red on the drawing numbered 02.877.110 annexed hereto at Appendix 7
"Strategic Woodland"		<p>The existing woodland:</p> <ul style="list-style-type: none"> <li>(a) situated along the boundaries of the Site between points A – B – C (and shown for indicative purposes coloured dark green) on the Phasing Plan; and</li> <li>(b) lying to the south of the area marked 'Residential Phase III' and to the north of the area marked 'Informal Open Space' (and shown for indicative purposes coloured dark green) on the Phasing Plan</li> </ul>
"Third Party"		the body known as Aylsham High School including any trust or other successor body which shall replace the same but if any of the same shall cease to exist means the County Council
"Transfer Footpath Plan"	and	the drawing numbered 02.877.200D annexed hereto at Appendix 2
"Transport"		the sum of £500 per Dwelling (Index Linked)

Contribution”

“Travel Plan  
Commutated Sum” the sum of £500 per Dwelling (Index Linked)

“Travel Plan Bond” a bond in the form set out in Appendix 8 annexed hereto

“Travel Plan  
Deposit” has the meaning referred to in paragraph 2.2(b) of Schedule 9

“Travel Plan  
Monitoring Fee” a recurring sum of £500 (Index-Linked) payable in the manner provided in paragraph 2.6 of Schedule 9

“Travel Plan  
Obligation” has the meaning referred to in paragraph 1.2 of Schedule 9

“Travel Plan  
Update” a staff and visitor mode of travel survey prepared by the Owners (in consultation with the County Council) detailing how the Approved Travel Plan has operated during the relevant period and its effectiveness

“Upfront  
Monitoring Fee” the sum of £2,500 (Index Linked) payable by the Owners to the County Council in relation to the Approved Travel Plan

1.2 In this Agreement unless the context otherwise requires:

- a) references to any party shall include the successors in title and assigns of that party
- b) covenants given or made by any party which includes more than one person (whether natural or artificial) shall be deemed to be given or made jointly and severally Save that any covenant by the Owners to transfer an interest in land shall be given by those of the Owners holding the interest in the relevant parcel of land to be transferred

- c) references to clauses and schedules are references to clauses in and schedules to this Agreement
- d) any mention herein of any Act or of any section regulation or statutory instrument shall be deemed to refer to the same source as at any time amended and where such Act section regulation or statutory instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or section or regulation or statutory instrument
- e) the headings in this Agreement shall not form part of or affect its construction

## **2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT**

- 2.1 This Agreement is made under Sections 106 and 227 of the Act, Sections 111 and 120 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and any other enabling powers
- 2.2 The obligations arising hereunder are planning obligations enforceable by the District Council and the County Council against the Owners and their respective successors in title and assigns in respect of the Site
- 2.3 The provisions of clauses 6.1 and 12 of this Agreement and Schedules 1-11 hereto shall have effect upon Implementation but save for such clauses and Schedules the remaining provisions of this Agreement shall have immediate effect
- 2.4 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn
- 2.5 This Agreement shall be registered as a charge in the District Council's Register of Local Land Charges

- 2.6 In the event that this Agreement comes to an end or any provision of this Agreement shall have been satisfied or discharged the District Council and the County Council shall if so requested by the Owners execute a deed of release satisfaction or discharge (or partial release satisfaction or discharge) from the relevant provisions of this Agreement and procure that a note thereof shall be registered on the District Council's Register of Local Land Charges

### 3. **AGREEMENTS AND DECLARATIONS**

IT IS HEREBY AGREED AND DECLARED as follows:

#### 3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council or the County Council in the exercise of their functions as Local Planning Authority and Highway Authority and such rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the District Council or the County Council were not a party to this Agreement

#### 3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

#### 3.3 No Waiver

No waiver (whether express or implied) by the District Council or the County Council of any breach or default by the Owners in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no

such waiver shall prevent the District Council or the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

- 3.4 No party shall be liable under this Agreement for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any subsisting breach occurring prior to the parting by such party with such party's interest in the Site or any part thereof in respect of which any such breach has taken place

#### **4. Notices**

- 4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile
- 4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The District Council	The Director Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich NR7 0DU
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The County Council	The Head of Library and Information Service or the Director of Environment, Transport and Development or the Director of Children's Services as the case may be County Hall
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Martineau Lane  
Norwich  
NR1 2DH

The Owners                      Each of the Owners at their respective addresses set out in this Agreement or in the case of any Owner such other address as shall be notified by such Owner in writing to each of the other Owners and the other parties to this Agreement

The Developer                The Developer at its registered office from time to time or such other address as shall be notified by the Developer in writing to each of the other parties to this Agreement

4.3      Any notice or other written communication to be given by the District Council or the County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council or the County Council by a duly authorised officer

**5.      Third parties**

5.1      Except as provided in clause 6 the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled (in that person's own right) to enforce any provisions of this Agreement

**6.      Owners covenant with the Third Party**

6.1      The Owners covenant with the Third Party to observe and perform (for the benefit of the Third Party) the provisions of paragraphs 5-8 (inclusive) of Schedule 6 and separately Schedule 11 (insofar as it relates to the Aylsham High School Expansion Land) to the intent that the Third Party shall be entitled

to enforce the benefits conferred on it by those provisions pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999

6.2 The Third Party shall not be entitled to assign transfer or otherwise dispose or deal with the rights conferred on it under this clause 6

6.3 The consent of the Third Party shall not be required for the variation amendment or termination of any provision (other than this clause 6 paragraphs 5-8 (inclusive) of Schedule 6 and Schedule 11 (insofar as it relates to the Aylsham High School Expansion Land)) of this Deed

## **7. Costs**

7.1 The Developer shall on completion of this Agreement pay the District Council's and the County Council's reasonable legal and administrative costs incurred in the preparation negotiation and completion of this Agreement

## **8. Payment of Interest**

8.1 The Owners shall pay interest at the rate of 3% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date the money is received

## **9. VAT**

9.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable

9.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and VAT shall be paid accordingly



## **10. Jurisdiction**

- 10.1 This Agreement is to be governed by and interpreted in accordance with the laws of England and Wales

## **11. Disputes**

- 11.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 11.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
- 11.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party for decision by a person appointed by agreement between the parties or (in default of agreement) by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 11.4 Nothing in Clauses 11.1 and 11.2 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

## **12. Covenants**

- 12.1 The Owners hereby covenant with the District Council to carry out and comply with the obligations and restrictions on their part set out in this Agreement and in Schedules 1 – 6 and 11 of this Agreement which are

expressed to be given to or to be for the benefit of the District Council (but subject also to the provisions of clause 6 of this Agreement in relation to Schedules 6 and 11) and as a separate covenant with the County Council to carry out and comply with the obligations and restrictions on their part set out in this Agreement and in Schedules 3 and 6 – 11 which are expressed to be given to or to be for the benefit of the County Council (but subject also to the provisions of clause 6 of this Agreement in relation to Schedules 6 and 11)

12.2 The District Council covenant with the Owners to comply with the obligations on their part set out in this Agreement and in Schedules 1 – 6 and 11 of this Agreement where covenants are expressed to be given by the District Council to or for the benefit of the Owners.

12.3 The County Council covenant with the Owners to comply with the obligations on their part set out in this Agreement and in Schedules 3 and 6 – 11 of this Agreement where covenants are expressed to be given by the County Council to or for the benefit of the Owners.

### 13. **Transfer of Land**

13.1 Where any provision of this Agreement requires the transfer of land to either the District Council or the County Council or the Third Party the provisions of Schedule 11 shall apply to such transfer

13.2 Any provision of this Agreement which requires the transfer of land to either the District Council or the County Council shall be deemed to include a provision whereby the land concerned may at the election of the relevant council be transferred to an alternative body or organisation properly able to hold and administer such land for the purposes for which it is transferred

### 14. **Owners Indemnity**

- 14.1 The Owners agree that any right to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Agreement are hereby waived

**15. Issue of Approvals**

- 15.1 Where any approval consent agreement or the like is required to be given by the District Council or the County Council pursuant to the terms of this Agreement it shall be in writing and shall not be unreasonably withheld or delayed

**16. Dwellings and Statutory Undertakers Land**

- 16.1 The obligations and restrictions in this Agreement shall not be enforceable against:

- (a) an owner lessee occupier mortgagee or chargee of any Dwelling except an owner lessee or occupier (but not mortgagee) of an Affordable Housing Unit which shall be bound by the provisions of Schedule 1 of this Agreement in relation to the Unit which it owns leases or occupies (but not in respect of any other Affordable Housing Unit or in respect of any other clause of or Schedule to this Agreement); or
- (b) a statutory undertaker which acquires any part of the Site for the purpose of its statutory undertaking or function

- 16.2 The obligations and restrictions in this Agreement relating to the payment of any of the financial contributions required to be paid by the Owners to the District Council the County Council or the Third Party under this Agreement shall not be enforceable against any successors in title to the Owners in respect of the Aylsham High School Expansion Land, the Allotments, the Formal Open Space, the Strategic Woodland, the Footpath Land, the Allotments Footpath and the Buffer Space

**17. Community Infrastructure Levy**

Where:

- (a) CIL is brought into effect in respect of the area in which the Development is located;
- (b) CIL becomes payable in respect of the Development;
- (c) CIL is paid by the Owners or the Developer to the District Council in respect of the Development; and
- (d) all sums due under this Agreement from the Owners to the District Council and the County Council (at the date CIL is paid) have been properly paid;

then the District Council shall immediately repay to the Owners or the Developer (as the case may be) an amount equal to the aggregate of all sums due and paid by the Owners to the District Council and the County Council under this Agreement to the extent that such sums relate to 'relevant infrastructure' (as that expression is defined in regulation 123 of the Community Infrastructure Regulations 2010 as amended) assessed at the date hereof Provided Always That such repayment shall be Subject (and limited) to a cap equal to the amount of CIL paid by the Owners or the Developer to the District Council in respect of the Development

And where the aggregate of all sums due and paid as aforesaid is less than the amount of CIL paid to the District Council But there are further sums payable under this Agreement by the Owners to the District Council or the County Council which have not yet fallen due for payment then to the extent that such further sums relate to 'relevant infrastructure' (as defined and assessed as aforesaid) the District Council and the County Council (as the case may be) shall (to the extent necessary) waive the payment of any such further sums Provided Always That such waiver shall have effect Only to the extent that such further sums due for payment (when aggregated with all sums

due and paid) do not exceed the cap previously referred to namely an amount equal to the amount of CIL paid by the Owners (or the Developer) to the District Council in respect of the Development.

**18. Notification**

18.1 The Owners and the Developer agree to notify the District Council and the County Council of:

(a) the date of Implementation;

(b) the completion of any Dwelling which acts as a trigger for the performance by the Owners of any obligation owed to the District Council and/or the County Council; and

(c) the occupation of any Dwelling which acts as a trigger for the performance by the Owners of any obligation owed to the District Council and/or the County Council

**SCHEDULE 1**  
**Affordable Housing**

1. There shall be no Implementation of a Phase unless and until an Affordable Housing Scheme for that Phase has been submitted to and approved by the District Council and the provisions of the approved Affordable Housing Scheme shall be implemented and complied with in full unless the District Council agrees otherwise in writing
2. The Affordable Housing Units provided (with the exception of the Discount Market Dwellings) shall be constructed to HCA Standards and regulatory level three of the Code or such other standards as shall be agreed between the Owners and the District Council.
3. Subject to the other provisions of this Schedule 1 no Affordable Housing Unit shall be occupied for any purpose other than as an Affordable Rental Unit or Discounted Market Dwelling (as the case may be) or such other form of tenure as may be agreed between the Owners and the District Council.
4. The Affordable Housing Units (other than the Discounted Market Dwellings) shall (subject to the other provisions of this Schedule 1) not be occupied otherwise than by Qualifying Occupiers. The Discounted Market Dwellings shall not be occupied by persons who when they take up first occupation could reasonably afford to buy the Dwelling at Open Market Value.
5. The Affordable Rental Units will be occupied by persons nominated by the District Council from its general needs housing list
6. Up to one third of the Affordable Rental Units (as chosen by the District Council) will be let on first occupation in accordance with the local lettings policy set out below:

- 6.1 first allocations will be made to people living in the Town of Aylsham;
  - 6.2 if there is no suitable person in paragraph 6.1 allocations will be made to people who work in the Town of Aylsham;
  - 6.3 if there are no suitable persons in paragraphs 6.1 and 6.2 allocations will be made to people who need to move to the Town of Aylsham to give/receive support to/from close family;
  - 6.4 if there are no suitable persons in paragraphs 6.1 to 6.3 allocations will be made to people who live in the Broadland District.
7. No more than 60% (sixty per cent) of the Open Market Dwellings in any Phase may be occupied until the Affordable Housing Units within that Phase are available for occupation and (with the exception of the Discount Market Dwellings) have been transferred to an AHP (unless the District Council agrees otherwise in writing) Provided Always That where the Owners demonstrate to the reasonable satisfaction of the District Council that they are or will be unable to secure or procure the provision of all or any part of the Affordable Housing Scheme for any Phase pursuant to the provisions of paragraph 18 (a) and (b) of this Schedule then the provisions of this paragraph 7 shall cease to have effect and the Owners and the District Council shall use all reasonable endeavours to agree such other threshold of restriction on the occupation of a percentage of the Open Market Dwellings as shall in all the circumstances be fair and reasonable and having regard to the election made by the District Council under paragraphs 18.1 – 18.9 of this Schedule.
8. Any transfer of the Affordable Housing or any part thereof to an AHP shall be free from incumbrances (including financial charges) save for:
- (a) incumbrances and other matters contained or referred to in the Owners' title; and
  - (b) any requirements for reasonable contributions to shared services and facilities.

9. A transfer by the Owners of Affordable Rental Units to an AHP shall include (for the benefit of the Affordable Rental Units) at least to the boundary of the land on which the Affordable Rental Units are provided 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.
10. Paragraphs 3 - 6 above shall not be binding on any mortgagee in possession or exercising its powers of sale of any of the Affordable Housing Units or part thereof nor any receiver or manager (including an administrative receiver) for such mortgagee and shall cease to apply to any of the Affordable Housing Units where an AHP shall be required to dispose of such Units pursuant to a right to buy under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substitute right applicable or where an occupier of a Shared Ownership Dwelling has acquired the final tranche of equity in relation to that Shared Ownership Dwelling.
11. The following further provisions shall apply in respect of the Discounted Market Dwellings:
  - 11.1 Before disposing of a Discounted Market Dwelling the Owners will give at least ten working days notice in writing to the District Council stating the price at which it is intended to dispose of that Discounted Market Dwelling;
  - 11.2 If within ten working days of receipt of such notice the District Council gives notice in writing to the Owners that in the opinion of the District Council the price at which that Discounted Market Dwelling is proposed to be offered by the Owners exceeds 80% (eighty per cent) of the Open Market Value then the Owners and the District Council shall seek to agree the amount which is equal to 80% (eighty per cent) of the Open Market Value and in default of agreement (and at the election of either party) the matter may be referred to an Independent Chartered Surveyor for



determination in accordance with the provisions of paragraph 11.3;

- 11.3 At the election of either party in accordance with paragraph 11.2 the Open Market Value of the Discounted Market Dwelling shall be determined by an Independent Chartered Surveyor of not less than ten years standing having experience of residential property in Aylsham (the "Independent Chartered Surveyor") and upon his/her appointment he/she shall notify both parties of his/her agreement to act and allow to them ten working days to make representations on the Open Market Value of the Discounted Market Dwelling;
- 11.4 Within ten working days of the expiry of the period for the parties to make representations the Independent Chartered Surveyor shall give notice to both parties of his/her decision as to the Open Market Value of the Discounted Market Dwelling which shall be binding upon the parties save in the case of manifest error.
- 11.5 The costs of the Independent Chartered Surveyor shall be borne as follows:
- 11.5.1 if the Independent Chartered Surveyor finds for the Owners then his costs shall be met by the District Council;
- 11.5.2 if the Independent Chartered Surveyor finds for the District Council then his costs shall be met by the Owners;
- 11.5.3 in any other circumstances the Independent Chartered Surveyor shall order that his costs be borne by either party or between the parties whether in equal proportions or otherwise as he shall think reasonable in the circumstances of the particular case and that party or the parties (as the case may be) shall bear such ordered costs.
- 11.6 If either party shall object to the Independent Chartered Surveyor appointed or the Independent Chartered Surveyor shall be unwilling or unable to complete the determination of the Open Market Value of the

Discounted Market Dwelling within twenty working days of appointment then either party shall be entitled to apply to the President for the time being of the Royal Institution of Chartered Surveyors for the appointment of a replacement and on his/her appointment the provisions of this paragraph 11 shall apply to the Independent Chartered Surveyor so appointed;

- 11.7 The Discounted Market Sale Restriction shall be registered at the Land Registry on the register of title to a Discounted Market Dwelling;
- 11.8 A copy of the Discounted Market Sale Restriction and a copy of the certificate referred to therein must be supplied to the District Council on the first disposition of a Discounted Market Dwelling.
- 12. The Discounted Market Dwellings shall on first disposal (and in addition to any other advertising or marketing undertaken by the Owners) be advertised through a HomeBuy Agent.
- 13. The Owners shall notify the HomeBuy Agent of the commencement of construction of a Discounted Market Dwelling.
- 14. In the event that the HomeBuy Agent no longer exists the following requirements of this paragraph shall apply on first disposal:
  - 14.1 The Owners shall notify the District Council of commencement of construction of a Discounted Market Dwelling; and
  - 14.2 The District Council shall nominate prospective purchasers within 1 (one) month of the notification given in paragraph 14.1.
- 15. If the sale of a Discounted Market Dwelling in accordance with either paragraph 12 or 14.2 shall not be completed within 3 (three) months from completion of construction of the Discounted Market Dwelling the Owners may sell the dwelling on the open market at a price which is not more than

80% (eighty per cent) of the Open Market Value of similar properties as valued at the time of sale.

16. The sale and transfer of a Discounted Market Dwelling shall include a restrictive covenant to secure the discount to Open Market Value in perpetuity.
17. If the Owners consider that the provisions of paragraph 18 are likely to apply to any Phase they shall give the District Council notice to that effect before the Occupation of 30% (thirty per cent) of the Open Market Dwellings in that Phase
18. If the Owners demonstrate to the reasonable satisfaction of the District Council (supplying all evidence and financial statements reasonably required by the District Council) that they are or will be unable (after using reasonable endeavours) to secure or procure the provision of all or part of the Affordable Housing Scheme for any Phase on a basis which will:
  - (a) provide the Owners with a reasonable consideration which (in the case of the Affordable Rental Units) is at least equal to the cost of the design and construction of the Affordable Rental Units and (in the case of the Discounted Market Dwellings) is at a sale price which is greater than the cost of the design and construction of the Discounted Market Dwellings; and
  - (b) (in relation to the Affordable Rental Units) will allow the Affordable Rental Units to be transferred to an AHP at a level which enables such Affordable Rental Units to be let at an affordable rent (as set out in the definition of the Affordable Rental Units) without the need for public subsidy;

then the following provisions shall apply in substitution for all (or part) of the agreed Affordable Housing Scheme:

- 18.1 The District Council may require that all or part of the Affordable Rental Units intended to be transferred to the AHP may be sold by way of a Shared Ownership Lease;

- 18.2 The District Council may require that a reduced number of Affordable Rental Units are gifted to a nominated AHP or the District Council.
- 18.3 The District Council may require free serviced land (with all roadways and services to be taken to the edge of the land) to be provided to a nominated AHP or the District Council
- 18.4 The District Council may require the opportunity to purchase the Affordable Rental Units on reasonable terms;
- 18.5 The District Council may require the substitution of Discounted Market Dwellings for Affordable Rental Units;
- 18.6 The District Council may require the Owners to dispose of the Discounted Market Dwellings at a discount less than 20% of Open Market Value;
- 18.7 The District Council may require the making of a commuted payment in lieu of the provision of all (or part) of the agreed Affordable Housing Scheme;
- 18.8 The District Council may require the substitution of some or all of the Affordable Rental Units and the Discounted Market Dwellings by other forms of affordable housing; or
- 18.9 The District Council may require any of the options at 18.1 - 18.8 above to be deferred to a later stage in the Development;

Provided Always That the District Council shall not make any election under paragraphs 18.1 – 18.8 above where this would impose a cost on the Owners greater than the cost of the provision of the approved Affordable Housing Scheme or otherwise in a manner as to have a material negative or adverse impact on the financial viability of the Development.

19. In determining the appropriate election in accordance with paragraph 18 the District Council shall consider the representations of the Owners and act reasonably taking into account the evidence supplied by the Owners in accordance with paragraph 18 (a) and (b).
20. The Owners and the District Council shall enter into supplementary agreements reasonably required by the District Council to give effect to any revised arrangements agreed under paragraph 18.
21. Subject to the District Council acting promptly and electing (in an expeditious manner) an alternative form of Affordable Housing in accordance with the provisions of paragraph 18 the Owners shall not commence development of a further phase of the Development until it has provided such alternative form of Affordable Housing elected by the District Council.

## **SCHEDULE 2**

### **Management Company Arrangements, Formal Open Space, Play Areas, Footpath Land, Allotments Footpath, Strategic Woodland, Buffer Space and Informal Open Space**

#### **Management Company Arrangements**

1. The Owners shall not occupy or permit the Occupation of more than 60 Dwellings until the Management Company Arrangements have been submitted to and approved by the District Council and thereafter the Owners shall procure that the Management Company Arrangements are implemented

#### **Formal Open Space and Play Areas**

2. Prior to the commencement of any Phase of the Development the Owners shall:
  - 2.1 make an application to the District Council for the approval of reserved matters pursuant to the Planning Permission in respect of the location of the Formal Open Space (and the Play Areas) within that Phase; and
  - 2.2 obtain the District Council's approval to the Landscaping Scheme on the Formal Open Space within that Phase; and
  - 2.3 obtain the District Council's approval to the Play Works on the Play Areas within that Phase
3. The Owners shall not Occupy more than 60% of the Open Market Dwellings in any Phase until:
  - 3.1 they have laid out and completed the Landscaping Works on the Formal Open Space to be provided in that Phase and laid out and completed the Play

Works on the Play Area (or Play Areas) to be provided in that Phase in each case in accordance with the reserved matter approvals granted by the District Council; and

- 3.2 The Formal Open Space to be provided in that Phase has been transferred to the Management Company
4. The Owners shall tend and maintain the Landscaping Works on the Formal Open Space and maintain the Play Works on the Play Areas (which shall where appropriate include replacement) for a period of 20 years from the Occupation of the final Dwelling.

#### **Footpath Land**

5. Prior to the commencement of any Residential Dwelling the Owners shall:
  - 5.1 make an application to the District Council for the approval of reserved matters pursuant to the Planning Permission in respect of the location of the Footpath Land; and
  - 5.2 obtain the District Council's approval to the Footpath Specification.
6. The Footpath Works shall be completed by the Occupation of the 200th Dwelling
7. With effect from the date on which the Footpath Works are completed the Owners shall to the extent of the Footpath Land between points A – B – C and also any part of the Footpath Land between points C – D which is not dedicated as public highway (together referred to as the "Private Footpath Land") permit the public to use (for the purpose of access) the Private Footpath Land Provided Always That the Owners shall be entitled to close the whole or any part of the Private Footpath Land (but for no longer than is reasonably necessary) for the purpose of carrying out any works of repair or maintenance, for other good reasons of estate management, on grounds of safety, for reasons of security, or in case of emergency And the District

Council and the Owners hereby further agree and declare that nothing in this paragraph or in the use made by the public of the Private Footpath Land shall amount to an express or implied dedication by the Owners of the Private Footpath Land as a public footpath or other way which has the status of a public highway but the same shall remain in the ownership of the Owners free of any dedication.

8. The Owners shall tend and maintain the Footpath Works on the Footpath Land for a period of 20 years from the Occupation of the final Dwelling.
9. Not later than the Occupation of the 200th Dwelling the Owners shall transfer that part of the Footpath Land lying between points A – B – C and also (to the extent that it is not dedicated as a public highway) that part of the Footpath Land lying between points C – D (in each case) on the Transfer and Footpath Plan to the Management Company.

#### **Allotments Footpath**

10. Prior to the commencement of any Residential Dwelling the Owners shall make an application to the District Council for the approval of reserved matters pursuant to the Planning Permission in respect of the location of the Allotments Footpath and the Allotments Footpath Works.
11. The Allotments Footpath Works shall be completed by the Occupation of the 60th Open Market Dwelling
12. With effect from the date on which the Allotments Footpath Works are completed the Owners shall permit the public to use (for the purpose of access) the Allotments Footpath Provided Always That the Owners shall be entitled to close the whole or any part of the Allotments Footpath (but for no longer than is reasonably necessary) for the purpose of carrying out any works of repair or maintenance, for other good reasons of estate management, on grounds of safety, for reasons of security, or in case of emergency And the District Council and the Owners hereby further agree and declare that nothing in this paragraph or in the use made by the public of the Allotments Footpath



shall amount to an express or implied dedication by the Owners of the Allotments Footpath as a public footpath or other way which has the status of a public highway but the same shall remain in the ownership of the Owners free of any dedication.

13. The Owners shall tend and maintain the Allotments Footpath Works on the Allotments Footpath for a period of 20 years from the Occupation of the final Dwelling.
14. Not later than the Occupation of the 60th Open Market Dwelling the Owners shall transfer the Allotments Footpath to the Management Company.

### **Strategic Woodland**

15. The Owners shall tend and maintain the Strategic Woodland for a period of 20 years from the Occupation of the final Dwelling.
16. Not later than the Occupation of the 60th Dwelling the Owners shall transfer the Strategic Woodland to the Management Company

### **Buffer Space**

17. The Owners shall tend and maintain the Buffer Space for a period of 20 years from the Occupation of the final Dwelling Provided Always That this covenant shall cease to apply in respect of any part of the Buffer Space which is transferred to an existing owner of an adjacent residential dwelling with effect from the date of such transfer.
18. Not later than the Occupation of the 60th Dwelling the Owners shall (if they have not transferred the Buffer Space to one or more existing owners of adjacent residential dwellings) transfer the Buffer Space to the Management Company.

### **Informal Open Space**

19. The Owners shall tend and maintain the Informal Open Space in such condition that it is not detrimental to residential amenity for a period of 20 years from the Occupation of the final Dwelling.

## **SCHEDULE 3**

### **Community Facilities Contribution**

1. The Owners shall not Occupy or permit the Occupation of more than 30 Dwellings until they shall have paid the First Instalment of the Community Facilities Contribution to the District Council or such other body (including the Third Party and the County Council) as shall be nominated by the District Council).
2. The Owners shall not Occupy or permit the Occupation of more than 150 Dwellings until they shall have paid the Second Instalment of the Community Facilities Contribution to the District Council (or such other body (including the Third Party and the County Council) as shall be nominated by the District Council).
3. The Owners shall not Occupy or permit the Occupation of more than 200 Dwellings until they shall have paid the Final Instalment of the Community Facilities Contribution to the District Council (or such other body (including the Third Party and the County Council) as shall be nominated by the District Council).
4. The District Council and (in circumstances where it has been nominated by the District Council to receive the Community Facilities Contribution or any part thereof) the County Council each covenant with the Owners to hold the Community Facilities Contribution for the benefit of the Third Party (to enable the Third Party to undertake the Community Facilities Works) and without prejudice to the generality thereof:
  - (a) on receipt of the First Instalment of the Community Facilities Contribution the District Council (or the County Council if nominated by the District Council) shall forthwith transfer the same to the Third Party; and

- (b) on receipt of the Second Instalment of the Community Facilities Contribution the District Council (or the County Council if nominated by the District Council) shall forthwith transfer the same to the Third Party; and
  - (c) on receipt of the Final Instalment of the Community Facilities Contribution the District Council (or the County Council if nominated by the District Council) shall hold the same for the benefit of the Third Party and on receipt of certificates from the Third Party's architect certifying the value of a stage (or stages) of the construction of the Community Facilities Works which shall have been completed shall transfer to the Third Party an amount (or amounts) equal to such value (or values) up to (in aggregate) an amount not exceeding the Final Instalment of the Community Facilities Contribution.
5. The District Council and the County Council (in circumstances where it has been nominated by the District Council to receive the Community Facilities Contribution or any part thereof) each covenant with the Owners that in the event that the Community Facilities Contribution (or any part thereof) has not been transferred to the Third Party within 15 years from date of the Occupation of the final Dwelling then each of them (as appropriate) shall repay to the payer such unspent part of the Community Facilities Contribution held by them (together with accumulated interest thereon).
6. The District Council and the County Council each covenant with the Owners to use reasonable endeavours to ensure that the existing swimming pool (as upgraded) and the new fitness and dance studio at Aylsham High School or (where it subsequently proves impracticable to carry out the works and/or provide the studio referred to) such other educational or recreational works or facilities which are provided which benefit both Aylsham High School and the local community (as the District Council shall have reasonably determined after consulting Aylsham High School and the Owners) are made available for use by the residents of the town of Aylsham.

## **SCHEDULE 4**

### **District Council Monitoring Fee**

1. The District Council's Monitoring Fee which is required for checking Implementation and compliance with the terms of this Agreement shall be paid by the Owners to the District Council within seven days of Implementation.

## **SCHEDULE 5**

### **Allotments**

1. Not to Occupy or permit the Occupation of more than 30 Open Market Dwellings until the Allotments Specification has been approved by the District Council.
2. Prior to the Occupation of the 60<sup>th</sup> Open Market Dwelling the Owners shall lay and carry out the works set out in the Allotments Specification.
3. The Owners and the District Council hereby agree that in consideration of the sum of £1 (the receipt of which the Owners hereby acknowledge) the Owners shall transfer the Allotments to the District Council (and the District Council shall accept a transfer of the Allotments or direct the Owners to transfer the Allotments to such other body as the District Council shall nominate) and such transfer shall be completed within 42 days of the practical completion of the Allotments and otherwise on the terms and conditions set out in Schedule 11.

## **SCHEDULE 6**

### **Laying out of Car Park Area and Transfer of Aylsham High School Expansion Land to Aylsham High School**

1. The Owners shall not commence the construction of any Dwelling until the Car Park Specification has been submitted to the District Council for its approval and within 15 working days of the receipt of such Car Park Specification (or such longer period as may be agreed between the Owners and the District Council) the District Council shall either notify the Owners in writing of its approval of the Car Park Specification or notify the Owners in writing that it does not approve the Car Park Specification and provide bona fide reasons for not approving the same.
2. In a case where the District Council has notified the Owners in writing that it does not approve the Car Park Specification (providing bona fide reasons for not approving the same) the Owners shall revise the Car Park Specification (taking into account the District Council's reasons for not approving the same) and re-submit a revised Car Park Specification to the District Council for its approval and the provisions of paragraph 1 above shall have effect again in relation the steps to be taken by the District Council in respect of such re-submitted and revised Car Park Specification.
3. Paragraphs 1 and 2 above shall repeatedly have effect until the Car Park Specification shall have been approved by the District Council Provided Always That the Owners shall not be required to revise and re-submit the Car Park Specification in a manner which materially and adversely increases the cost of the works over and above the estimated cost of the works shown and described on drawing number 118/01/19A annexed hereto at Appendix 5.
4. The Owners shall not occupy or permit the Occupation of any Dwelling until they have completed the works set out in the approved Car Park Specification and such completion has been evidenced by a certificate ("the Certificate") given by the Owners.

5. In relation to the issue of the Certificate the Owners shall ensure that:
  - 5.1.1 the Third Party is given written notice of when the Owners consider that the Car Park Works have been completed;
  - 5.1.2 the Third Party is given a reasonable opportunity to inspect the Car Park Works; and
  - 5.1.3 any representations of the Third Party are taken into account before the Certificate is issued.
6. On completion of the Car Park Works the Owners shall deliver to the Third Party an 'as built' set of drawings in respect of the Car Park Works and procure that a warranty is provided by the contractor to the Third Party in relation to the works in a form no more onerous than the Joint Contracts Tribunal standard form of warranty
7. The Owners shall remedy any defect in the Car Park Works (relating to design, materials or workmanship) that occurs within one year of the completion of the transfer referred to in paragraph 8 below.
8. The Owners and the District Council hereby agree that in consideration of the sum of £1 (the receipt of which the Owners hereby acknowledge) the Owners shall transfer the Aylsham High School Expansion Land to such body as the District Council shall nominate and direct (and the District Council hereby nominates and directs a transfer to the Third Party) such transfer to be completed within 42 days of the issue of the Certificate and otherwise on the terms and conditions set out in Schedule 11.
9. The District Council and the Owners hereby agree that on completion of the transfer of the Aylsham High School Expansion Land the District Council will procure that the Third Party will grant to the Owners an agricultural licence in respect of that part of the Aylsham High School Land shown hatched black on the Transfer and Footpath Plan for an annual rent of £1, with a user restriction restricting the uses to those set out in paragraph 6 of Schedule 11, terminable on reasonable notice, with no security of tenure and otherwise on such



reasonable terms as shall be agreed between the Owners and the District Council.

## **SCHEDULE 7**

### **County Council Monitoring Fee**

1. The County Council's Monitoring Fee which is required for checking Implementation and compliance with the terms of this Agreement shall be paid by the Owners to the County Council within seven days of Implementation

## **SCHEDULE 8**

### **Library Contribution**

1. Not to allow Occupation of more than 25% of the Dwellings unless and until the Library Contribution has been paid to the County Council.
2. The County Council covenants with the Owners and the Developer:
  - (a) to hold the Library Contribution in an interest bearing account and to apply it (and any interest accrued upon it) only to the provision and extension of additional library facilities; and
  - (b) in the event that the Library Contribution or any part of it has not been committed (by way of a contract to provide additional library facilities or by the expenditure of the monies) to the provision and extension of additional library facilities within 5 years from the Occupation of the final Dwelling then the County Council will repay to the payer any unspent balance.

## **SCHEDULE 9**

### **Transport Contributions and Travel Plan**

- 1 The Owners shall not allow Occupation of any Dwelling unless either paragraphs 1.1 or 1.2 below are complied with:
  - 1.1 the Travel Plan Commuted Sum has been paid to the County Council in order for the County Council to produce approve and monitor an Approved Travel Plan; or
  - 1.2 a travel plan has been submitted to the County Council to approve as an Approved Travel Plan in accordance with the Planning Permission (the "Travel Plan Obligation")
2. In the event of the Travel Plan Obligation being approved the Owners shall be subject to the following further obligations:
  - 2.1 To thereafter monitor and review the Approved Travel Plan and submit a Travel Plan Update to the County Council on the 12 (twelve) month anniversary after the date of first Occupation of the Development and on subsequent anniversaries (or such other date as may be agreed with the County Council) such monitoring to continue each year until the second anniversary of the Occupation of the final Dwelling;
  - 2.2 Not to allow Occupation of any Dwelling within any Phase unless and until the Owners have complied with paragraph 2.2(a) or 2.2(b) below as follows:
    - (a) obtained and provided to the County Council the Travel Plan Bond with a surety approved by the County Council for the Bond Sum in respect of the Dwellings in that Phase; or
    - (b) deposited the Bond Sum with the County Council (the "Travel Plan Deposit") calculated by reference to the Dwellings in that Phase;

- 2.3 In the event that the Owners fail to perform the obligations and deliver the requirements of the Approved Travel Plan the County Council may serve notice on the Owners confirming the actions required by them to comply with the obligations contained in this Agreement (the "Performance Notice");
- 2.4 If after a period of 28 days the requirements of the Performance Notice have not been complied with to the satisfaction of the County Council the County Council may call in the Travel Plan Bond or the Travel Plan Deposit as the case may be and carry out the requirements of the Approved Travel Plan without further recourse to the Owners;
- 2.5 The Owners shall not allow any Dwelling to be Occupied unless and until the Upfront Monitoring Fee has been paid to the County Council;
- 2.6 On the fifth anniversary of the Occupation of the first Dwelling and every anniversary thereafter to pay to the County Council the Travel Plan Monitoring Fee such payment to continue to be made until the second anniversary of the Occupation of the final Dwelling;
- 2.7 Subject to compliance with the Approved Travel Plan the County Council will on the first anniversary of the Occupation of the first Dwelling in any Phase reduce the Bond Sum by an amount equal to the proportion which the number of Dwellings Occupied in that Phase bears to the total number of Dwellings in that Phase and thereafter (on a yearly basis) by further proportionate amounts;
- 2.8 On reduction of the Bond Sum in accordance with paragraph 2.7 above the County Council shall within 28 days of the first (and every subsequent anniversary referred to) return such proportion of the Travel Plan Deposit to the Owners as is appropriate or confirm in writing to the surety the appropriate proportion of the Approved Travel Plan Bond which is released.

- 3 In the event that the Travel Plan Commuted Sum is paid to the County Council the County Council shall hold the Travel Plan Commuted Sum in an interest bearing account and apply it (and any interest accrued upon it) only to the provision implementation and monitoring of a travel plan for the Development
4. The Owners covenant with the County Council:
  - 4.1 not to allow the first Occupation of any Dwelling unless and until 50% of the Transport Contribution has been paid to the County Council;
  - 4.2 not to allow the first Occupation of more than 50% of the Dwellings unless and until the balance of the Transport Contribution has been paid to the County Council.
5. The County Council covenants with the Owners and the Developer:
  - 5.1 to hold the Transport Contribution in an interest bearing account and to apply it (and any interest accrued on it) only to the provision of transport services and infrastructure in the vicinity of the Development; and
  - 5.2 in the event that the Transport Contribution or any part of it has not been committed (by way of a contract or by the expenditure of the monies) to the provision and operation of a flexible bus service (or similar public transport service) serving Aylsham within 5 years from the Occupation of the final Dwelling then the County Council will repay to the payer any unspent balance.

## **SCHEDULE 10**

### **Education Contributions**

1. The Owners shall not allow Occupation of more than 25% of the Dwellings unless and until 50% of the Education Contribution has been paid to the County Council.
2. The Owners shall not allow Occupation of more than 75% of the Dwellings unless and until the balance of the Education Contribution has been paid to the County Council
3. The County Council covenants with the Owners and the Developer:
  - 3.1 to hold the Education Contribution in an interest bearing account and to apply it (and any interest accrued on it) only to the provision and extension of additional education facilities; and
  - 3.2 in the event that the Education Contribution or any part of it has not been committed (by way of a contract to provide additional education facilities or by the expenditure of the monies) to the provision and extension of additional education facilities within 5 years from the Occupation of the final Dwelling then the County Council will repay to the payer any unspent balance.

## **SCHEDULE 11**

### **Terms and Conditions of Land Transfers**

1. Completion of the transfer of the Allotments shall take place by one transfer.
2. Completion of the transfer of the Allotments shall take place as provided for in paragraph 3 of Schedule 5 (or on such other date as shall be agreed in writing between the Owners and the District Council).
3. Completion of the transfer of the Aylsham High School Expansion Land shall take place by one transfer.
4. Completion of the transfer of the Aylsham High School Expansion Land shall take place as provided for in paragraph 8 of Schedule 6 (or such other date as shall be agreed in writing between the Owners and the Third Party).
5. The land shall be transferred with such title as the Owners have and such incumbrances as affect the land at the date hereof.
6. The land shall be transferred with vacant possession and in the case of the Aylsham High School Expansion Land that part of the Aylsham High School Expansion Land which is unhatched (save for the area upon which the Car Park Works have been constructed) shall be transferred as existing grassland subject only to previous grazing by cattle sheep horses or other animals approved by the District Council and for the avoidance of doubt shall not be transferred as arable or ploughed land or grassland which has been used for grazing by pigs.
7. The transfer shall reserve all such rights and easements as are necessary for the development of the retained land and, in addition, shall contain all such rights and easements as are necessary for the proper enjoyment of the land for its authorised use subject to the ability of the Owners to grant the same without prejudicing their ability to develop their retained land.

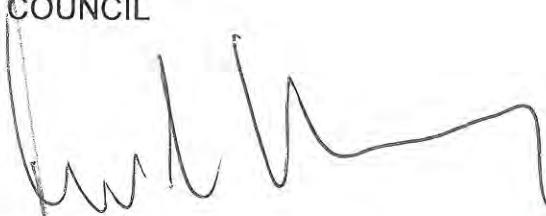


8. The transfer of the Allotments will contain a covenant by the District Council not to use or occupy the land other than for Allotments and not to erect any buildings or structures thereon other than such limited temporary buildings and structures as are normally associated with allotments.
9. The transfer of the Aylsham High School Expansion Land will contain a covenant by the Third Party not to use or occupy the land other than for educational and recreational purposes and not to erect any buildings or structures thereon other than educational and recreational buildings and structures and buildings and structures ancillary thereto.
10. The standard conditions of sale (4<sup>th</sup> edition) shall apply to any transfer made pursuant to this Agreement 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 Agreement
11. Each party shall bear its own costs (and disbursements) in dealing with the completion of the transfers referred to in this Schedule.

EXECUTED by the parties hereto as a deed on the date written above

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

**CHIEF EXECUTIVE**  
~~Head of Corporate Services~~  
~~and Monitoring Officer.~~



35630

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



*[Signature]*  
authorised to sign  
on behalf of:

Head of Law

EXECUTED as a Deed by  
OAK PARK FARMS LIMITED  
acting by a director and its secretary  
or two directors

Director

X *[Signature]* X

Director/Secretary

X *[Signature]* X

EXECUTED as a Deed by  
SALT CARR FARMS LIMITED  
acting by a director and its secretary  
or two directors

Director

X *[Signature]* X

Director/Secretary

X *[Signature]*

DATED

18<sup>th</sup> July

2012

ERNEST JOHN WALKER HOLMAN

GENERAL POWER OF ATTORNEY

Birketts

Birketts LLP  
Kingfisher House  
1 Gilders Way  
Norwich  
Norfolk NR3 1UB

T: +44 (0)1603 232300  
F: +44 (0)1603 230533  
DX: 5230 Norwich  
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[www.birketts.co.uk](http://www.birketts.co.uk)

I certify that this page is a true and complete copy  
of the corresponding page to the original

Solicitor

Date:

BIRKETTS LLP

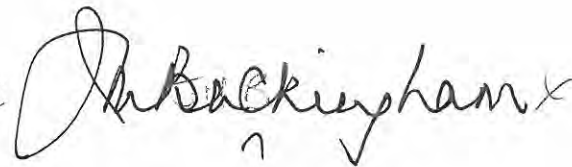
*[Signature]*  
18<sup>th</sup> July 2012

Offices also in Cambridge, Chelmsford and Ipswich

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Registered office at: 24-26 Museum Street, Ipswich, Suffolk IP1 1HZ.  
A list of members may be inspected at any of our offices. The term 'Partner' is used to refer to a Member of Birketts LLP.

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Law Society Accredited

EXECUTED as a Deed  
by JULIET MARY BUCKINGHAM:  
in the presence of

X  X

Signature of the Witness:



Name of the Witness:

KAY TONKS

Address of the Witness:

4 MEAD CLOSE, BUXTON  
NRIOSEL

EXECUTED as a Deed  
by MARK NEVITT BUCKINGHAM  
in the presence of:

X  X

Signature of the Witness:



Name of the Witness:

TIMOTHY DUKE -

Address of the Witness:

2 OLD COASTLAND COTTAGES  
TAMINGHAM.

EXECUTED as a Deed  
by ANNABEL MARINA LAWRENCE  
in the presence of:

X  X

Signature of the Witness:





Name of the Witness:

N.J.D. IVES.

Address of the Witness:

15 Martindale, SW14 7AL

EXECUTED as a Deed  
by ERNEST JOHN WALKER HOLMAN  
in the presence of:

X  X  
by his Attorney  
ANN HOLMAN AH  


Signature of the witness:




Name of the Witness:


REBECCA WOODROW

Address of the Witness:

CHOSELEY, NORWICH RD, CROMER, NORFOLK

EXECUTED AND DELIVERED as a DEED  
by WELBECK STRATEGIC LAND LLP  
acting by its authorised signatory in the  
presence of the witness whose name appears below:

Signature of the authorised signatory: 

Signature of the Witness: 

Name of the Witness: SIOBHAN REDDY

Address of the Witness: 76 IBEX HOUSE  
1 FOREST LANE  
LONDON E15 1HS

## SCHEDULE OF APPENDICES

APPENDIX 1	Mix and type of Affordable Housing Units
APPENDIX 2	Transfer and Footpath Plan (drawing numbered 02.877.200D)
APPENDIX 3	Phasing Plan (drawing numbered 02 - 877.107D)
APPENDIX 4	Outline Allotments Layout and Specification (drawing numbered 118/00/106B)
APPENDIX 5	Outline Car Park Layout and Specification (drawing numbered 118/01/19A)
APPENDIX 6	LAPS and LEAPS
APPENDIX 7	Site Plan (drawing numbered 02 - 877.110)
APPENDIX 8	Travel Plan Bond



## APPENDIX 1

### (Affordable Housing Provision)

#### Affordable Rental Units on the Site (56 Units)

- 10 x 1 bedroom 2 person flats
- 10 x 2 bedroom 3 person flats
- 11 x 2 bedroom 4 person houses
- 10 x 3 bedroom 4 person houses
- 10 x 3 bedroom 5 person houses
- 2 x 4 bedroom 6 person houses
- 2 x 2 bedroom 3 person bungalows
- 1 x 3 bedroom 5 person bungalow

#### Discounted Market Dwellings on the Site (43 Units)

- A mixture of two and three bedroom houses

*[Handwritten signature]*  
*1.55 5 km*

*[Handwritten signature]*

*Amadeo*

*[Handwritten signature]*

*Amadeo*

*Dr. Buckingham*

*[Handwritten signature]*  
*CS*

Aylsham High School  
Expansion Land  
approximately 5.81 hectares,  
14.36 acres

Allotment area  
0.81 hectares  
2.0 acres

AYLSHAM, NORFOLK



03.12.2012 Rev D : further detail added  
27.11.2012 Rev C : further detail added  
25.10.2012 Rev B : further detail added

**NOTES:**

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**CLIENT**

Welbeck Strategic Land LLP  
JOB

Land North of Sir William's Lane, Aylsham

DATE SCALE

Sept 2011 1:5000@A3 & 1:2500@A1

DRAWING TITLE  
School expansion, public open space and  
allotment area

DRAWING NUMBER

02.877.200D

**LEGEND**

Indicative route of proposed public footpath

Indicative route of proposed access to allotment area

**BROOKS / MURRAY**

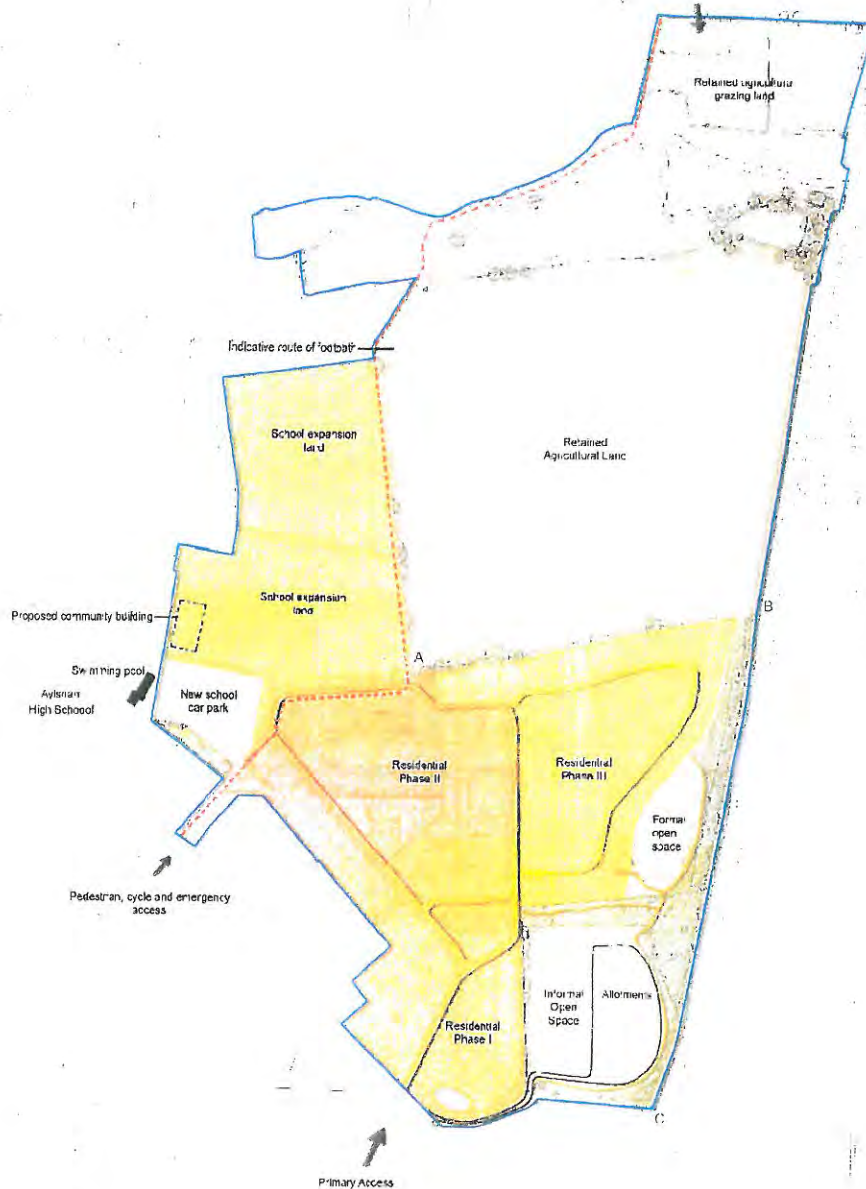
ARCHITECTS

8-10 NEW NORTH PLACE  
LONDON EC2A 4JA

TEL 020 7739 9955  
FAX 020 7739 9944

architects@brooksmurray.com





New four arm roundabout



AYLSHAM, NORFOLK

REV D Further details added 27.11.2012  
REV C Further details added 25.10.2012  
REV B Further details added 25.09.2012

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CLIENT  
Welbeck Strategic Land LLP  
JOB  
Land North of Sir William's Lane, Aylsham  
DATE Sep 2011 SCALE 1:5000@A3 & 1:2500@A1  
DRAWING TITLE Phasing Plan  
DRAWING NUMBER 02 - 877.107D  
FOR SUPPORT

LEGEND  
RESIDENTIAL PHASE I (100 units)  
RESIDENTIAL PHASE II (100 units)  
RESIDENTIAL PHASE III (100 units)  
SCHOOL EXPANSION LAND  
INDICATIVE RIVER FOOTPATH  
ROUTE  
INDICATIVE ALLOTMENTS FOOT  
PATH ROUTE  
OWNERSHIP BOUNDARY  
STRATEGIC WOODLAND

**BROOKS / MURRAY**

ARCHITECTS

8-10 NEW NORTH PLACE  
LONDON EC2A 4JA

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FAX 020 7739 9944

architects@brooksmurray.com



PROPOSED ALLOTMENTS AREA TO INCLUDE:

1. VEHICULAR ACCESS APPROX 4M WIDE TYPE 1 COMPACTED SUB-BASE WITH FIBREDEC ROAD SURFACING (OR SIMILAR)
2. CAR PARKING AREA (UP TO 15 SPACES) TO BE HARD SURFACED
3. CYCLE PARKING - SHEFFIELD STAND SPECIFICATION
4. WATER SUPPLY FACILITY/STANDPIPE POINTS LOCATED WITHIN ALLOTMENTS
5. PERIMETER LANDSCAPING AND PLANTING
6. SURFACE WATER DRAINAGE/SUDS
7. CENTRAL EQUIPMENT/TOOL STORAGE FACILITIES (APPROXIMATELY 2.5m X 1.2m)
8. ALLOTMENT SPACE TO BE CLEARLY IDENTIFIED AND MARKED OUT WITH TIMBER MARKER POSTS
9. GROUND TO BE ROTIVATED/CULTIVATED

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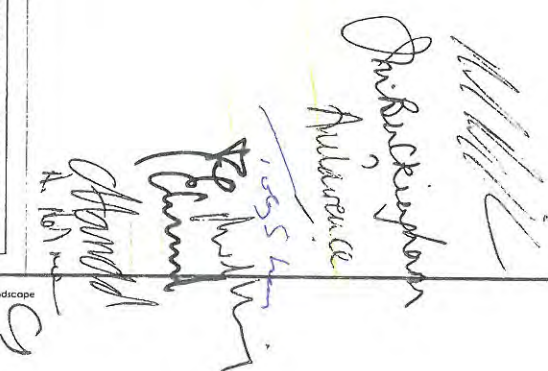
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DESIGNED	DDP	CHECKED	MCA	APPROVED	JPC	DATE	21/09/12	SCALE	1:1,000
PROPOSED ALLOTMENTS (GENERAL LAYOUT)		CDR No	118	DP No	00/106	VISION	B		
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## APPENDIX 6

### 1. A LAP (Local Area for Play)

- 1.1 A play space approximately 400 square metres in size. The area should be landscaped and may contain an activity zone primarily intended for children up to 6 years in age. This activity zone should be a minimum of 100 square metres in area.
- 1.2 Depending on its location a low fence may be required around the activity zone. The play space, if equipped, should be signed.
- 1.3 Any activity zone should have a buffer zone of at least 5 metres in depth, measured to the edge of the nearest dwelling.

### 2. A LEAP (Local Equipped Area for Play)

- 2.1 A play space approximately 1,600 square metres in size. The area should be landscaped and contain an activity zone primarily for children up to 12 years of age. This activity zone should be at least 400 square metres in area.
- 2.2 The activity zone should have a buffer zone of at least 10 metres in depth, measured to the boundary of the nearest dwelling.

*Mr Hill*  
*Tris Buckingham*  
*Audience*  
*100% SLM*  
*Joe Smith*  
*Chun*  
*Harold*  
*A. Hill*  
*CS*





AYLSHAM , NORFOLK

architects@brooksmurray.com



## BOND

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

The Developer is  
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 Developer and the Surety are held and firmly bound to the County Council in the sum of (£ ) 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 Developer the Developer undertook in accordance with Clause \_\_\_\_\_ 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 Developer and with the approval of the County Council has agreed to become the surety for the Developer and will pay to the County Council the Bond Sum upon demand

NOW THE CONDITIONS of the above written Bond are such that if the Developer shall duly perform and observe the obligations and deliver the requirements of the Approved Travel Plan (as defined in the said Agreement) on the Developers part to be performed and observed or if on default by the Developer 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 Developer 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

*Handwritten signatures and initials:*  
A. N. D. me  
Assurance  
Daniel  
Buckingham  
Sham  
P. H. ...

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 Developer performing the obligations and delivering the requirements of the said Approved Travel Plan 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 Developer was hereunto  
affixed in the presence of:-

DIRECTOR

SECRETARY

SIGNED as a Deed by  
the Surety acting by:-

AUTHORISED SEALING OFFICER