

Dated

5<sup>th</sup> June

2019

Broadland District Council

-and-

Drayton Old Lodge Limited

-and-

Drayton Old Lodge Development Limited

-and-

Barclays Security Trustee Limited

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

relating to land at Drayton Old Lodge,  
146 Drayton High Road  
Drayton, Norfolk NR8 6AN

THIS DEED is dated

5<sup>th</sup> June

2019

**PARTIES:**

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich NR7 0DU (referred to as "the Council")
- (2) DRAYTON OLD LODGE LIMITED (Company number 09573347) whose registered office is at Kingstreet House 15 Upper King Street Norwich NR3 1RB (referred to as "the Owner")
- (3) DRAYTON OLD LODGE DEVELOPMENT LIMITED (Company number 11676922) whose registered office is at 7 The Close Norwich Norfolk NR1 4DJ (referred to as "the Developer")
- (3) BARCLAYS SECURITY TRUSTEE LIMITED (Company number 10825314) whose registered office is at PO Box 16276 One Snowhill Snowhill Queensway Birmingham B2 2XE (referred to as "the Mortgagee")

together referred to as 'the Parties'.

**INTRODUCTION**

- (A) The Council is a local planning authority for the purposes of this Deed for the area within which the Site is located.
- (B) The Developer has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (D) The Owner owns the freehold of the Site which is registered at the Land Registry under title number NK301022 and held free from encumbrances other than the matters referred to below.
- (E) The Developer entered into a contract to purchase the site from the Owner on the 22<sup>nd</sup> February 2017
- (F) The Mortgagee has a charge over the Site.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Act                                      The Town and Country Planning Act 1990 as

	amended.
CIL Regulations	The Community Infrastructure Regulations 2010 as amended
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except (for the purposes of this Deed only) operations consisting of:</p> <p>site clearance</p> <p>demolition</p> <p>archaeological investigations</p> <p>ground surveys</p> <p>removal of contamination or other adverse ground conditions</p> <p>erection of temporary fences</p> <p>temporary display of site notices and/or advertisements</p> <p>granting of easements/wayleaves to utility companies and work associated with those easements</p> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Occupation	<p>Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <p>construction</p> <p>internal and external refurbishment</p> <p>decoration</p> <p>fitting-out</p> <p>marketing</p>



and 'Occupy' and 'Occupied' will be construed accordingly

Permission

The planning permission to be granted by the Council for residential development including the conversion of Old Lodge into dwellings and allocated reference number 20180236

Plan

The plan number 1367.1 attached to this Deed at Schedule 1

Site

The land known as Drayton Old Lodge, Drayton, Norwich and registered at H M Land Registry under title number NK 301022 shown edged red on the Plan

Trigger

means the Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps payment of money or linked to the prohibition of a specified action



## **2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to Section 106 of the Act and to the extent that it does not contain planning obligations under Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site.
- 2.3 It is agreed by the Parties that any obligation contained within this Deed which sets out how a planning obligation will be performed will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the CIL Regulations.
- 2.4 Covenants given by more than one party can be enforced against them individually or jointly.
- 2.5 A reference to an Act of Parliament includes any later modification or re-enactment including any statutory instruments made under that Act and reference to a gender or person includes all genders or classes of person.
- 2.6 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.7 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.8 Representatives of the Council may enter the Site at any reasonable time upon prior reasonable notice to ascertain whether the terms of this Deed are being or have been complied with provided that:
  - 2.8.1 they do not enter any individual Dwelling; and
  - 2.8.2 they adhere to all reasonable health and safety requirements.

### **3. CONDITIONALITY**

This Deed is conditional upon:

- 3.1 The grant of the Permission; and
- 3.2 The Commencement of Development.

Save for the provisions of this clause and clause 6.4 which shall come into effect immediately on completion of this Deed.

### **4 COVENANTS**

- 4.1 The Owner covenants with the Council for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 4.2 The Council covenants with the Owner to comply with their respective requirements contained in this Deed.

### **5. OTHER PROVISIONS**

- 5.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest).
- 5.2 The Owner confirms that he is the owner of the Site with full power to enter into this Deed and that there is no person or body (other than the Mortgagee) with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 5.3 Save for the obligations contained in Schedule 2 which shall continue to be binding and enforceable against individual purchaser's owner's occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein the covenants restrictions and requirements contained in this Deed shall not be enforceable against:
  - 5.3.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease.



- 5.3.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 5.4 On completion the Developer will pay the Council's reasonable legal costs in connection with this Deed.
- 5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 5.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.
- 5.7 No waiver express or implied, by the Council of any breach or failure to perform or observe any of the covenants terms or conditions of this Deed constitutes a continuing waiver nor prevents the Council from enforcing any of the provisions in this Deed.
- 5.8 If the Permission is quashed revoked or expires before Commencement then save for clause 5.4 this Deed will cease to have effect (insofar only as it has not already been complied with).
- 5.9 Subject to clause 6.10 nothing in this deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 5.10 If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this deed shall also apply to the new planning permission resulting from such application if so agreed by the Council (acting in its absolute discretion).
- 5.11 This Deed is registrable as a local land charge.
- 5.12 Following the performance and satisfaction of all the obligations contained in this Deed the Council will upon the written request (which includes a request made by email) of the Owner or Developer cancel all relevant entries contained in the Register of Local Land Charges and/or issue a letter of discharge whichever is requested of those relevant conditions at its own cost.
- 5.13 An agreement, approval, consent or expression of satisfaction required by the Owner from the Council under the terms of this deed must be given in writing



and shall not be unreasonably withheld or delayed.

5.14 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this deed has been dated.

5.15 Nothing contained or implied in this Deed will fetter prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of any of its functions as local authority.

5.16 The Provider will not be bound by the obligations of the Owner in Schedule 2 and Schedule 3.

## **6. DISPUTES**

6.1 If any dispute is not resolved between the Parties any of the Parties may refer it for determination by an expert. The expert will be appointed by agreement between the parties or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding.

6.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his functions. The fresh appointee is to be appointed in the manner prescribed in this clause.

6.3 The expert is to make his decision within 6 weeks of being appointed.

6.4 The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs.

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

## **7. NOTIFICATIONS**

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

7.2 The Owner or Developer will notify the Nominated Officer in writing of the

relevant

7.2.1 anticipated Triggers seven days in advance of each anticipated date,

7.2.2 actual Triggers within seven days of each actual date.

- 7.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site.

## **8. MORTGAGEE CONSENT**

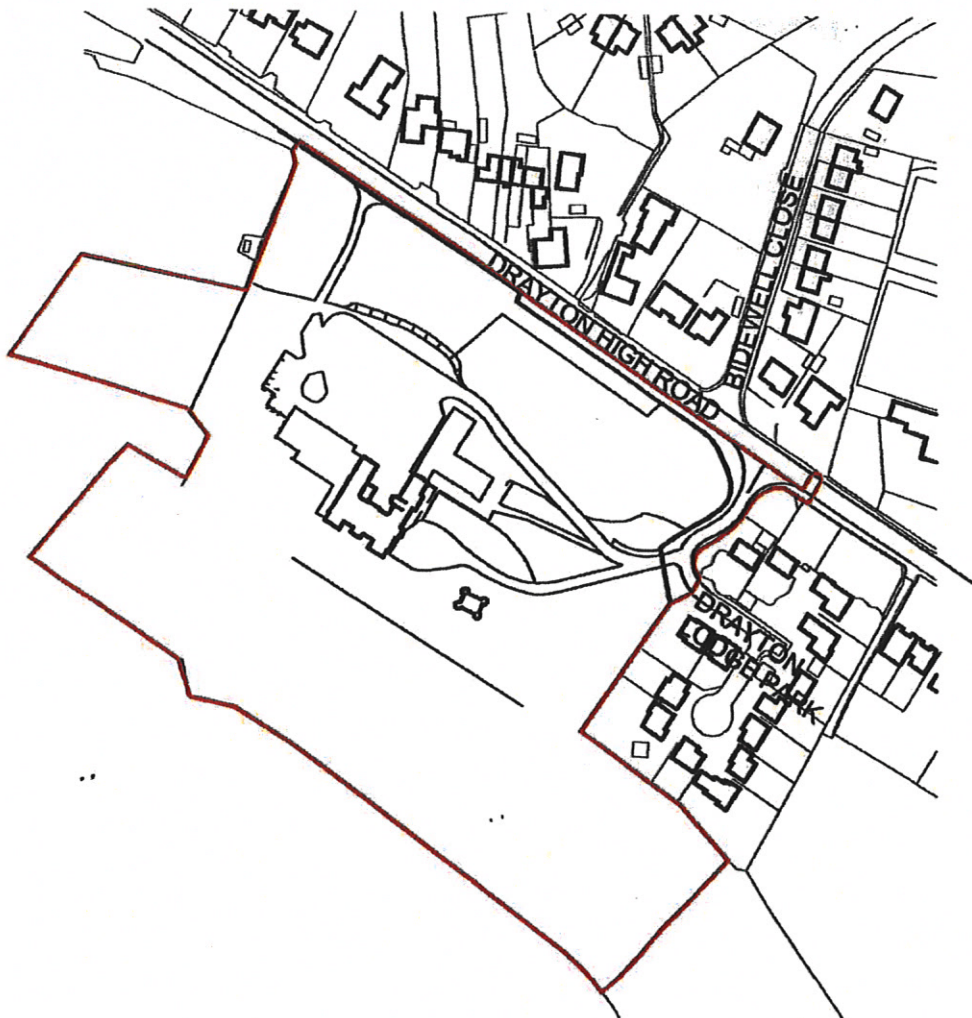
The Mortgagee consents to this Deed so that its interest in the Site is bound by the obligations contained in this Deed and agrees that its security over the Site takes effect subject to the provisions of this Deed PROVIDED THAT the Mortgagee is not required to observe or perform the obligations in this Deed unless it takes possession of the Site. (For the avoidance of doubt any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed.)

## **9. JURISDICTION**

This deed is governed by and interpreted in accordance with the law of England and Wales.

**Schedule 1**  
**The Plan**





## LOCATION PLAN

SCALE 1:2500

Ordnance Survey (c) Crown Copyright 2016.  
All rights reserved. Licence number 100022432

REV. A REDLINE ADJUSTED TO INCLUDE HIGHWAY  
IMPROVEMENT WORKS

11.10.18

**Lucas+Western Architects**

Project

**WILSON DEVELOPMENTS  
DRAYTON OLD LODGE  
NEW HOUSES**

Drawing

**EXISTING SITE &  
LOCATION PLANS**

Scale 1:500 & 1:2500 @ A1

Date 29.09.16

Drawn PDL

No. **1367.1**

Rev. A

*Barclays*  
Barclays Security Trustee Limited  
Business Lending Services, PO Box 16276, One Snowhill,  
Snowhill Queensway Birmingham, B2 2XE



This drawing is copyright of Lucas Hickman Smith Limited and may not be reproduced in whole or part without written consent.

## Schedule 2 Affordable Housing

### Part 1

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

"Affordable Dwellings"	the Dwellings to be constructed on the Site to a standard agreed with the Council as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the housing to be provided to Eligible Households whose needs are not met by the market including housing that provides a subsidised route to home ownership and which complies with one or more of the definitions of affordable housing in Annex 2 of the NPPF unless other types of affordable housing are agreed in writing by the Council
"Affordable Housing Mix"	the mix of Intermediate Housing dwelling types, location and size as set out in Part 2 of this Schedule
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 5No2bed Share Equity Housing each having a maximum square footage of 872 square feet/82square metres.
"Affordable Housing Scheme"	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"> <li>- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;</li> <li>- full details of the design of the Affordable Dwellings</li> <li>- The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;</li> </ul> <p>AND, where the parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision:</p> <ul style="list-style-type: none"> <li>- The number, location, type and size of Affordable Dwellings to be constructed on the Site;</li> </ul>



	<p>- full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Affordable Housing;</p> <p>- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme</p>
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment revision or substitution approved by the Council in writing such approval not to be unreasonably withheld or delayed
"Complete"	a stage of construction such that a dwelling has a complete roof and all windows and external doors installed and where further works do not ordinarily amount to "development" for the purposes of section 55(1) of the Act and "Complete" and "Completed" shall be construed accordingly
"Council's Housing Allocation Policy"	being that policy published on Broadland District Council website.
"Eligible Household"	A person or persons in need of accommodation who are unable to rent or buy on the local open market nominated by the Council in accordance with Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a Shared Ownership Housing dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"Intermediate Housing"	one or more of Shared Equity Housing, or other low cost homes for sale (at a price equivalent to at least 20% below local market value) (or as otherwise agreed by the Council in writing)
"NPPF"	The National Planning Policy Framework published



	in February 2019
"Open Market Dwelling"	Any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Practically Complete"	Means the date of the practical completion certificate which is provided once completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and/or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically Completed" shall be construed accordingly
"Provider"	either:  (i) a Registered Provider; or  (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
"Public Subsidy"	funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
"Shared Equity Housing"	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect) such approval not to be unreasonably withheld or delayed
"Shared Ownership Housing"	Dwellings purchased on a Shared Ownership Lease

<p>"Shared Ownership Lease"</p>	<p>a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"> <li>- not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider</li> <li>- power to the purchaser to increase their ownership up to 100% if they so wish</li> <li>- an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the Homes England</li> </ul>
---------------------------------	---

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence the Development until the Affordable Housing Scheme has been submitted to and approved by the Council in writing such approval not to be unreasonably withheld or delayed.
- 1.2 Not to Occupy the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred this obligation shall not apply
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 1.4 Not to Occupy more than 60% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual plot owners where appropriate or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the following terms:
  - a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
  - b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;



- c) with the benefit of all necessary easements, rights and utilities; and
- d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council the registration of a restriction to secure compliance with the Recycling Obligation

1.5 To comply with the requirements set out in Part 2 of this Schedule

1.6 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

- 1.6.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;
- 1.6.2 an Eligible Household which has stair-cased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or by a person who has acquired 100% of a Shared Equity Dwelling
- 1.6.3 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it is has first complied with the following:
  - a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
  - b) if such disposal has not completed within the three-month period the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings
- 1.6.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title)





## **Part 2**

### **Administrative Procedure for Nominations**

1. To grant to the Council nomination rights to 100% of the Shared Equity Housing, to include initial and subsequent sales, unless otherwise agreed in writing.
2. The administrative procedure for nominations shall be in accordance with the Council's Housing Allocations Policy as amended from time to time or in accordance with alternative procedures as the Council and the Owner shall agree between them.



### **Schedule 3**

#### **Open Space and Green infrastructure**

##### **Part 1**

##### **Owner Obligations**

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

<b>"Approved Open Space Scheme"</b>	The Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing (which includes email)
<b>"Management Company"</b>	a company to be set up for the purposes of managing and maintaining the Open Space in perpetuity
<b>"Nominated Body"</b>	one of the following as determined by the Council: a) the Council; b) the parish council for the area within which the Site is located; c) the Management Company; or d) such other body as the Council may elect as being responsible for maintenance of the Open Space
<b>"Open Space"</b>	Land on-site to be set aside and used as public open space which may include areas for sports play green infrastructure and other recreational facilities in line with Open Space Policies
<b>"Open Space Policies"</b>	Means the policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats EN3 green infrastructure & RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space recreation sport allotments green infrastructure and other similar types of amenity land and facilities
<b>"Open Space Scheme"</b>	A scheme securing the provision of on-site Open Space containing full details of the amount of sport play and green infrastructure provision to be

provided in line with the Open Space Policies or as otherwise agreed with the Council

- the extent, location and boundaries of the Open Space
- details of the design and layout of the Open Space all equipment drainage features access arrangements, street furniture fencing construction of the green infrastructure paths and landscaping together with appropriate plans drawings and specifications
- details of the ongoing management and maintenance of the Open Space including whether a Management Company is proposed as the Nominated Body
- such other information as the Council may reasonably require to enable approval of the Open Space Scheme

#### Standard Terms

in accordance with the reasonable requirements of the Council in consultation with the Nominated Body to include:

- the transfer of the freehold estate of the Open Space Unencumbered with full title guarantee
- for a sum not exceeding £1 (one pound)
- with the benefit of all necessary rights and easements and with vacant possession
- subject to a restriction on the future use of the Open Space for recreational and amenity purposes by the general public
- an obligation to maintain the Open Space to a standard suitable for use by members of the public
- a requirement that the Nominated Body's reasonable and proper conveyancing fees and disbursements are paid for by the Owner

#### "Unencumbered"

Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space Land as public open space and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the Open Space

The Owner hereby covenants with the Council as follows:

#### 1. OPEN SPACE

- 1.1 Not to Commence the Development until the Open Space Scheme to include the on-site informal open spaces and green infrastructure has been submitted



to and approved in writing (which may be via email) by the Nominated Officer such approval not to be unreasonably withheld or delayed)

## 2. OPEN SPACE

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

- 2.1 To layout and provide the Open Space in accordance the Approved Open Space Scheme to the written satisfaction of the Council
- 2.2 Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Open Space Scheme and the planning conditions imposed by the Planning Permission
- 2.3 to thereafter maintain the Open Space Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the Open Space for any purpose other than public recreation and amenity land for the general public
- 2.4 Not to Occupy more than 80% of the Dwellings unless:
  - a) Where the Management Company is the Nominated Body:
    - i) the Management Company has been created to the reasonable satisfaction of the Council; and
    - ii) the memorandum and articles of association and the form of transfer(to include an obligation to maintain the Open Space to a standard suitable for use by members of the public) of the Open Space to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council such approval not to be unreasonably withheld or delayed and given within 10 working days of the submission; and
  - b) the Open Space has been provided in accordance with the Approved Open Space Scheme and transferred to the Nominated Body subject to the Standard Terms; and

PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Open Space unless it has been provided and maintained in strict accordance with the Approved Open Space Scheme

## Part 2

### Council Obligations

The Council covenants with the Owner upon approval of the Open Space Scheme to

confirm the Nominated Body.

---

#### **Schedule 4**

##### **Repair and Maintenance of Scheduled Ancient Monument**

In this Schedule (and elsewhere in this Deed where the context permits) the



following words and phrases shall have the following meaning:

**Monument**                      The Scheduled Ancient Monument being the remains of the ancient old lodge within the grounds of the Site.

**Scheme**                        The scheme for repair and ongoing maintenance of the Monument to include:

- details of ownership and responsibility for maintenance of the Monument
- a programme of immediate repairs to be agreed with Historic England and timescale for repair
- a programme of ongoing maintenance to the Monument
- a programme of regular inspections of the Monument at intervals of not less than 2 years.

The Owner covenants with the Council:


- 1      Not to Commence the Development until the Scheme has been submitted to and approved by the Council in writing such approval not to be unreasonably withheld or delayed and given within 28 days of the submission
- 2      To complete the programme of immediate repairs set out in the approved Scheme to the reasonable satisfaction of the Council prior to Occupation of 50% of the Dwellings
- 3      To notify the Council and Historic England in writing if the ownership of the Monument changes within 28 days of that change taking place
- 4      To complete the programme of ongoing maintenance to the Monument in a timescale as agreed with the Nominated officer and Historic England

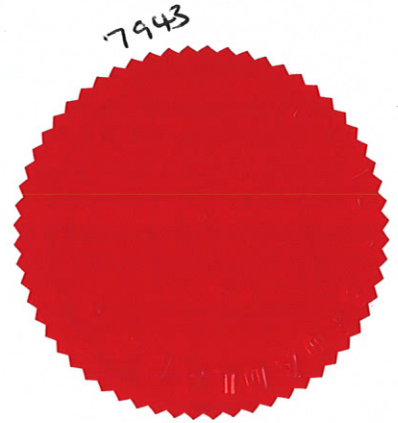
IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

THE COMMON SEAL OF Broadland District Council  
was affixed in the presence of:

)  
)

Authorised Signatory:

  
C. MOCKFORD



EXECUTED AS A DEED by Drayton Old Lodge Limited

)

~~in the presence of:~~

)

By Director: JOHN ROGER BARNARD

~~Director/Secretary:~~

in the presence of:  
James TARTLING



EXECUTED AS A DEED by Drayton Old Lodge Development Limited

)

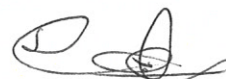
~~in the presence of:~~

)

By Director: JOHN LAMBERT WILSON

~~Director/Secretary:~~

in the presence of: Summer Johnson



EXECUTED AS A DEED by Barclays Security Trustee Limited

)

in the presence of:

)

Director:

Signed as a Deed by

JESAL DESAI

Name



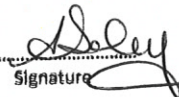
Signature

Director/Secretary:

As Attorney for and on behalf of Barclays Security Trustee Limited  
in the presence of:

ANDREA DALEY

Name



Signature

Date	
Initials	AD
QCC	



BARCLAYS SECURITY TRUSTEE LIMITED  
POWER OF ATTORNEY

1. By this POWER OF ATTORNEY made by deed on 25 March 2019 we, Barclays Security Trustee Limited, a company incorporated in United Kingdom and registered in England (registered number 10825314), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINTS:

All BA4 grade employees working within the Collateral Unit who are employed by Barclays Services Limited, a company incorporated in United Kingdom and registered in England (registered number 01767980), whose registered office is at 1 Churchill Place, London, E14 5HP (the "ServCo"), who are working in the Collateral Unit and who are of BA4 (*leadership and process expert*) Grade (or equivalent) or above jointly and severally as our true and lawful attorneys (each an 'Attorney' together the 'Attorneys') for and in our own name and on our behalf:

- (a) to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange;
- (b) to sign, execute and deliver all deeds relating to the taking, maintaining, substituting, varying, novating and/or releasing of collateral including, without limitation, security documents, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, notices of non-crystallisation, consents to lease, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
- (c) to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature,

relating to work done in the ordinary course of business of Barclays' Collateral Operations Unit.

- 2. Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be valid as if done by all Attorneys.
- 3. By this Deed we ratify and confirm, and agree to ratify and confirm, any act of the Attorneys undertaken in good faith pursuant to this Deed.
- 4. This Power of Attorney shall be effective from and including 1 April 2019 and shall remain in force for 12 months from that date.
- 5. This Power of Attorney and any non-contractual dispute or claim arising out of or in connection with it, shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company exclusively submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

**CERTIFICATE OF AUTHORITY TO THIRD PARTIES**  
**AUTHORISED SIGNATORIES OF BARCLAYS SECURITY TRUSTEE LIMITED**

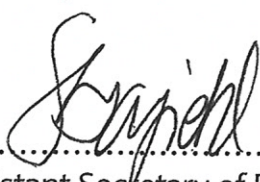
I certify that:

- (a) The individual's listed below are employees of Barclays Services Limited are working in the Collateral Unit and are of BA4 (Leadership and Process Agent) Grade (or equivalent) or above;

Michael Willey	Julia Perry	Jesal Desai
Melanie Davies	Phillip Brown	Amy Devine
Michelle Gittus	Richard Powick	Claire Harrison
Tarlvinder Janagal	Jody Hodges	Karen Palmer
Tina Perkins		

- (b) the power of attorney, a certified copy of which is attached, has not been revoked in respect of the person named in paragraph (a) above.

By the authority of the Board, this certificate is conclusive evidence that the person named in this certificate is authorised to act as an Attorney of Barclays Security Trustee Limited in accordance with the attached power of attorney.



.....  
Assistant Secretary of Barclays Bank PLC  
Date: 25 March 2019

For Barclays Security Trustee Limited

Manager .....