

Dated 13 January

20156

Broadland District Council

-and-

Norfolk County Council

-and-

The Secretary of State for Health

**DEED OF PLANNING OBLIGATION  
UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990**  
relating to land at Former Little Plumstead Hospital

THIS DEED is dated 13 January

2015

**PARTIES:**

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, NR7 0DU (referred to as "the Council")
- (2) NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DU (referred to as "the County Council")
- (3) THE SECRETARY OF STATE FOR HEALTH of Richmond House, 79 Whitehall, London, SW1 2NS (referred to as "the Owner")

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) The County Council is a local planning authority and the local highway authority for the County of Norfolk
- (C) The Owner is the freehold owner of part of the Site registered at the Land Registry under title number NK349174
- (D) The Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed

**DEFINITIONS**

1. In this Deed the following expressions have the following meanings:

Act

the Town and Country Planning Act 1990

Commencement	<p>the date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <ul style="list-style-type: none"> <li>site clearance</li> <li>demolition</li> <li>archaeological investigations</li> <li>ground surveys</li> <li>removal of contamination</li> <li>erection of temporary fences</li> <li>temporary access construction works</li> </ul> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	the development of the Site in accordance with the Permission
Dwelling	a dwelling to be built on the Site as part of the Development and "Dwelling Unit" shall be construed as a single Dwelling
Nominated Officer	the Council's Chief Executive or other officer of the Council notified to the Owner
Index Linked	<p>index linked from the date of this Agreement until such time that payment of any sum specified in this Deed is made such index linking to be equivalent to any increase (if any) in such sums in proportion to the increase (if any) in the All Construction Tender Price Index published by the Royal Institution of Chartered Surveyors (or if such index ceases to be published such other index as the Council shall reasonably determine in consultation with the parties to this</p>

Agreement)

Occupation	occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of: construction internal and external refurbishment decoration fitting-out marketing or any other activity preparatory to the use of the Site for the purposes as authorised by the Permission and 'Occupy' and 'Occupied' will be construed accordingly
Parish	the parish of Great and Little Plumstead
Permitted Disposal	a disposal by way of transfer of the freehold of the whole or any part of the Old Hall prior to the disposal of any Dwelling within the Old Hall
Permission	the outline planning permission to be granted by the Council for the construction of dwellings, the demolition of the existing hospital buildings and redevelopment of the footprint of these buildings to provide residential dwellings; retention and conversion of The Old Hall for residential use; provision of an enlarged primary school site; landscaping; open space and community uses. Allocated reference number 20130906 or another planning permission for the Development granted pursuant to section 73 or 96A of the Act as the Council agrees (in its absolute discretion) in writing



Council (or such other plan or plans as the Council may agree) or, where no Phasing Plan is agreed, means the Development as a whole and 'Phases' and 'relevant Phase' will be construed accordingly

Phasing Plan	a plan submitted to the Council showing the proposed phases of the Development, if any
Plan 1	the plan attached to this Deed at the First Schedule marked "Plan 1"
Plan 2	the plan attached to this Deed at the First Schedule marked "Plan 2"
Site	the land known as Former Little Plumstead Hospital, Hospital Road, Great Little Plumstead, NR13 5EW shown edged red on the Site Boundary Plan being land registered at the Land Registry under title number NK349174
Site Boundary Plan	the plan attached to this Deed at the First Schedule marked Site Boundary Plan
The Old Hall	the building and curtilage of the former hall shown for identification purposes on the Plan 1 attached hereto edged orange
Trigger	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 Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council and the County Council
- 2.2 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
- 2.3 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.4 This Deed is governed by and interpreted in accordance with the law of England
- 2.5 Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

### **3. COVENANTS**

- 3.1 The Owner covenants with the Council and the County Council for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed
- 3.2 The Council and County Council covenant with the Owner to comply with its obligations contained in this Deed

### **4. OTHER PROVISIONS**

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (except in respect of any breach subsisting prior to parting with such interest) 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 with such person's interest in the Site or any part thereof in respect of which any such breach has taken place

- 4.2 The Owner confirms that it is the owner of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding
- 4.3 Except for the planning obligations contained in this Deed specifically regulating the use of land or buildings after construction, no planning obligations contained in this Deed shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Permission (or their respective mortgagees) nor shall the planning obligations contained in this Deed bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services
- 4.4 Following a Permitted Disposal the only obligations contained in this Deed that shall pertain to the Old Hall and be binding on the Old Hall or any part thereof shall be the provisions of Schedule 5 of this Deed
- 4.5 On completion the Owner will pay the Council's and County Council's reasonable legal costs properly incurred in connection with negotiation preparation and execution of this Deed up to a maximum of £1250
- 4.6 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.7 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.8 No waiver, express or implied, by the Council or County Council constitutes a continuing waiver, nor prevents the Council or the County Council from enforcing any of the provisions in this Deed



- 4.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission or any renewal thereof or any reserved matters approval with respect thereto) granted after the date of this Deed in respect of which development this Deed will not apply
- 4.10 In the event of the Permission being quashed revoked or withdrawn before the Commencement of Development or expiring and not being renewed without the Development having been Commenced or in the event of the revocation of the Planning Permission the obligations under this Deed shall cease absolutely BUT FOR THE AVOIDANCE OF DOUBT where permission is issued pursuant to an application under section 73 of the Act this Deed shall continue in full force and effect subject to and in accordance with the provisions contained herein
- 4.11 The covenants in this deed shall only come into effect on Commencement unless otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants

## **5. DISPUTES**

- 5.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert ("the 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
- 5.1.1 the Expert shall act as an expert;
- 5.1.2 the Expert shall afford the Parties to the dispute an opportunity promptly to make representations in writing and if they so direct to make submissions on one another's representations;



- 5.1.3 the Expert shall be able to stipulate periods of time for the making of such submissions and representations;
- 5.1.4 the Expert shall be bound to have regard to the said submissions and representations;
- 5.1.5 the Expert shall have the power to award the costs of the determination in favour of any of the Parties at the expense of any other Party in the event that the Expert shall consider that the said other Party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;
- 5.1.6 the Expert shall be limited in his findings to the determination of the dispute put by any Party;
- 5.1.7 the findings of the Expert shall save in the case of manifest material error be final and binding on the Parties save that the Parties retain the right to refer to the Courts on a matter of law; and
- 5.1.8 the Expert shall be required to issue his decision as soon as reasonably practicable.
- 5.2 If for any reason the Expert shall fail to make a decision and give notice thereof within two months of the deadline for submissions and representations given by the Expert in clause 5.1.3 above any of the Parties may apply to the President or the Vice President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary;
- 5.3 Nothing in this clause 5 shall be taken to fetter the ability of the Council or the County Council to carry out their statutory functions as local planning authority with powers to enforce breaches of planning control arising from any breach of

any of the obligations entered into by the Owner in this Deed or any other planning breach in respect of the Site.

5.4 No party shall be obliged by virtue of this clause 5 to engage in the resolution envisaged by this clause 5 where the issue relates to the non-payment of financial contributions; and

5.5 The Parties shall comply in full with any award decision or direction made by the Expert including any as to costs

## **6. INTEREST AND VAT**

6.1 If any payment due to the Council shall have become due but shall remain unpaid for a period exceeding 28 days interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time

6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

6.3 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice

## **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 will notify the Nominated Officer and the County Council in writing of

Commencement of Development occurring or the triggering of obligations contained herein

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

## **8. REGISTRATION**

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

**First Schedule**  
**Plans 1 and 2 and Site Boundary Plan**



PLAN 1

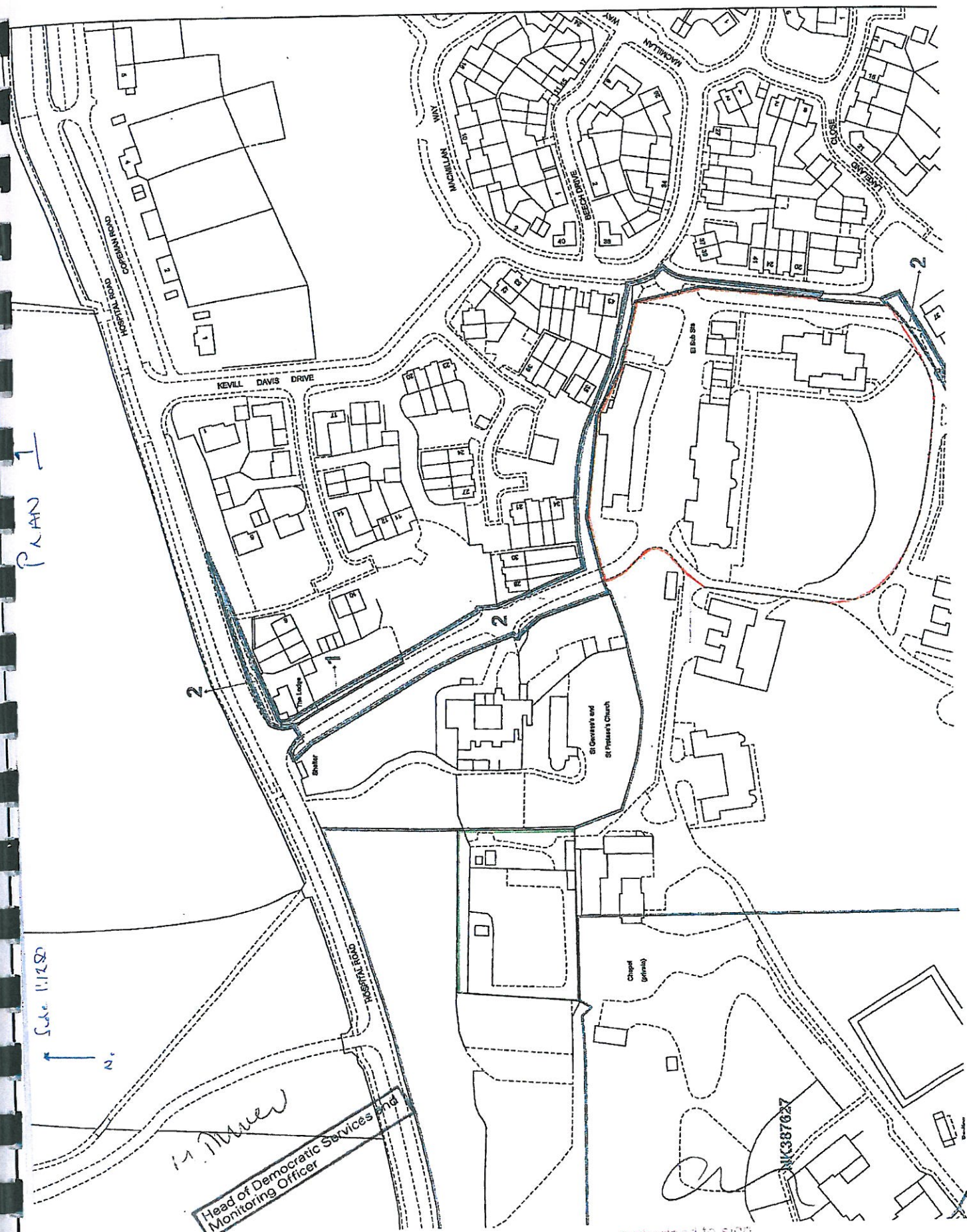
Scale 1/1280

2

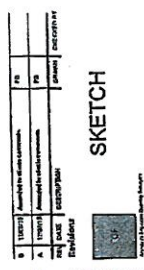
Head of Democratic Services and  
Monitoring Officer

authorised to sign  
on behalf of HEAD OF LAW

40162





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authorised to sign  
on behalf of HEAD OF LAW

40162

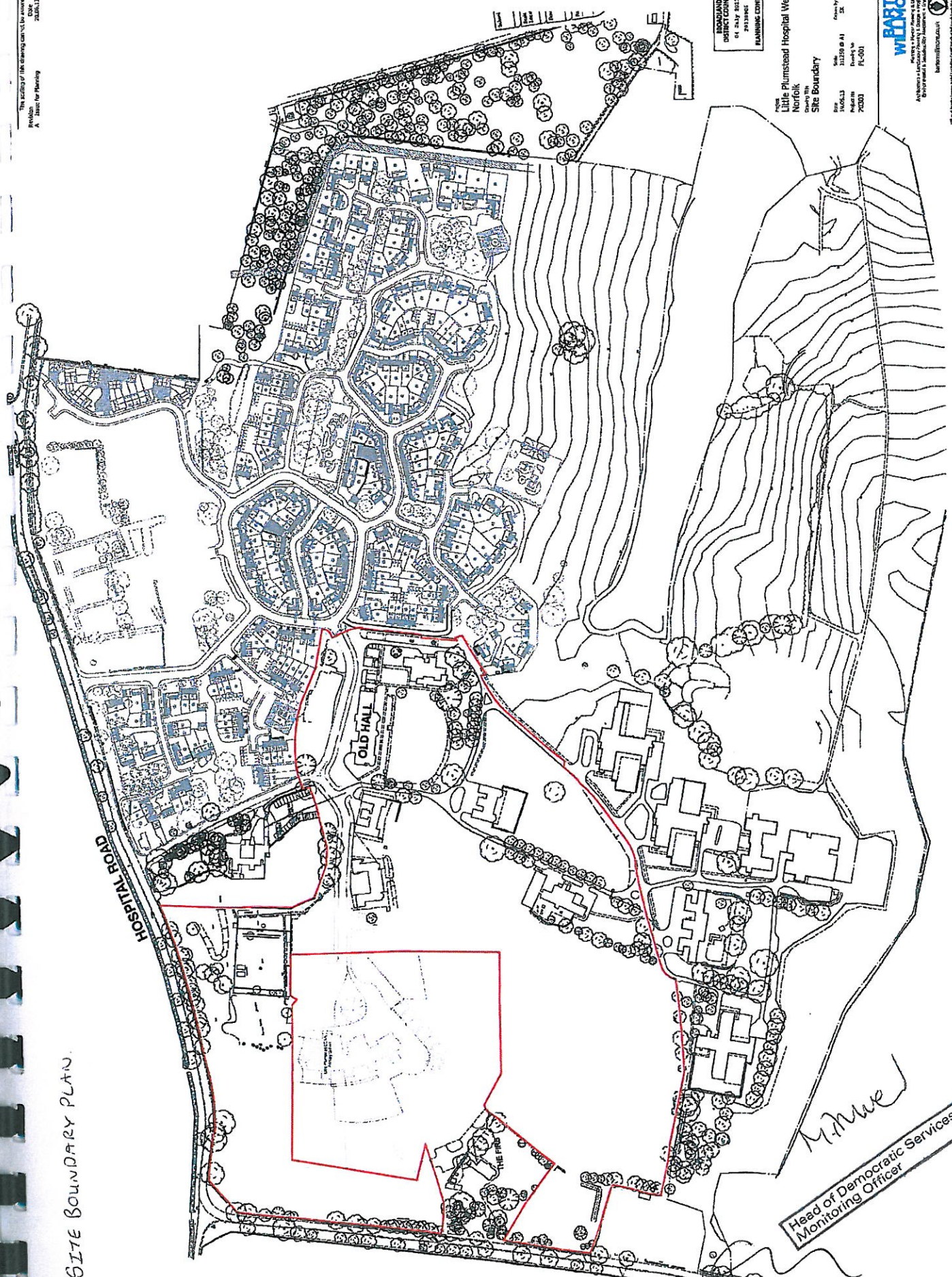


BOARD OF  
 DISTRICT COUNCIL  
 OF JULY 2013  
 PLANNING CONTROL

Little Plumbstead Hospital West  
 Norfolk  
 Site Boundary

Site: 31120 B AI  
 County: Norfolk  
 District: PL-001  
 Region: A

**BARTON**  
**WILMORE**  
 Planning & Development  
 Environmental & Sustainability  
 10000 Little Plumbstead Road  
 Little Plumbstead, VA 23064  
 800.850.1234



SITE BOUNDARY PLAN

*M. Hume*  
 Head of Democratic Services and  
 Monitoring Officer

on behalf of HEAD OF LAW  
 4/1/13



**Second Schedule**  
**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 meaning:

Affordable Dwellings	the Dwellings to be constructed on the Site as part of the Development as Affordable Housing such dwellings to be built to the Design & Quality Standards and "Affordable Dwelling" shall be construed accordingly
Affordable Housing	the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market
Affordable Housing Mix	85 per cent Rented Housing and 15 per cent Intermediate Housing (or such other percentages as the Council may agree in it's absolute discretion)
Affordable Housing Payment	50% (fifty per cent) of the Affordable Housing Difference
Affordable Housing Difference	the amount (if any) by which the Sale Price exceeds the Base Price such amount being up to the Maximum Sum
Affordable Housing Provision	the provision of a minimum of 20 Affordable Dwellings on the Site, in accordance with the Affordable Housing Mix



**Second Schedule**  
**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 meaning:

Affordable Dwellings	the Dwellings to be constructed on the Site as part of the Development as Affordable Housing such dwellings to be built to the Design & Quality Standards and "Affordable Dwelling" shall be construed accordingly
Affordable Housing	the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market
Affordable Housing Mix	85 per cent Rented Housing and 15 per cent Intermediate Housing (or such other percentages as the Council may agree in it's absolute discretion)
Affordable Housing Payment	50% (fifty per cent) of the Affordable Housing Difference
Affordable Housing Difference	the amount (if any) by which the Sale Price exceeds the Base Price such amount being up to the Maximum Sum
Affordable Housing Provision	the provision of a minimum of 20 Affordable Dwellings on the Site, in accordance with the Affordable Housing Mix

Affordable Housing Scheme

a scheme for the construction of the Affordable Dwellings in line with Affordable Housing Provision and specifying:

- the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings
- the types of Intermediate Housing
- the identity of the Provider or details of how the Affordable Dwellings will be secured as Affordable Housing in perpetuity;
- such other information and requirements as the Council may require in connection with the provision of Affordable Housing for the Site and to enable approval of the Affordable Housing Scheme

Affordable Rented Dwellings

Dwellings to be let by a Provider subject to rent controls that limit the rent to no more than 80 per cent of local market rents including any service charges as approved by the Council

AHP Area

the Site EXCLUDING the Old Hall

Approved Affordable Housing Scheme

the Affordable Housing Scheme submitted by or on behalf of the Owner and approved by the Council

Base Price

£21,000,000 (twenty one million pounds) Index Linked over the period from the date of this Agreement to the

	date on which the Affordable Housing Payment becomes due
Calculation Date	the date of the Disposal of the Calculation Dwelling Unit
Calculation Dwelling Unit	such Dwelling Unit the Disposal of which will occasion the Disposal of 90% of the Dwelling Units within the AHP Area
Design & Quality Standards	the Design and Quality Standards as specified by the Homes and Communities Agency or its successor or such other comparable construction standards as the Council acting reasonably may determine
Disposal	the unconditional and completed sale of a freehold interest or a leasehold interest for a premium in a Dwelling Unit
Eligible Household	a person or persons in need of accommodation who are unable to rent or buy on the open market determined in accordance with the Council's allocation policy or as otherwise approved by the Council
Intermediate Dwellings	Dwellings at prices and rents above those of social rented dwellings but below market price or rents and at prices or rents (which shall in any event be no more than 80 per cent of local market rents including any service charges and shall not exceed the local housing allowance for that area) that Eligible Persons can afford as determined by the Council acting reasonably including shared equity products (e.g. HomeBuy), other low cost homes for sale and

	intermediate rent but not including Affordable Rented Dwellings or low cost market housing
Intermediate Housing	one or more of Intermediate Dwellings Shared Equity Dwellings and Shared Ownership Dwellings agreed with the Council
Maximum Sum	£800,000.00 (eight hundred thousand) Index Linked
Open Market Dwelling	any Dwelling that is not an Affordable Dwelling
Provider	either: <ul style="list-style-type: none"> <li>(i) a "Registered Provider" as defined in the Housing and Regeneration Act 2008; or</li> <li>(ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council</li> </ul>
Public Subsidy	funding provided by the Council or the Homes and Communities Agency or any successor body for the provision of the Affordable Housing
Practically Complete	the point at which a certificate of practical completion is issued by or on behalf of the Owner confirming that a Dwelling has been completed to Design & Quality Standards and is ready for occupation
Rented Housing	Affordable Rented Dwellings



## Sale Price

the net amount of all sales revenue received by the Owner generated from the first Disposals of Dwelling Units within the AHP Area only after taking into account and deducting therefrom:

(a) the amount of any deposit paid by the Owner, arrangement allowance, cash back or other sales incentive agreement on such first Disposals and evident from the contracts of sale relating to them;

(b) all money received by way of extra items such as carpets, curtains, soft furnishings and white goods provided that in the case of Disposals which shall take place on a part exchange basis there shall be deducted from the sale price of the relevant Dwelling Unit as shown on the contract for sale relating to it an additional amount equivalent to 5% of such sale price in order to cover the costs incurred in selling such a part exchange property

## Shared Equity Dwellings

Dwellings purchased on a shared equity basis whereby not more than 75 per cent of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition upon a payment equating to the additional equity being purchased payable to the Council (or such other body as the Council may elect), such payment to be based on the actual market value as at the date of acquisition by the purchaser of the remaining share such a scheme to be secured by a mechanism agreed with and approved by the Council (or such other body as the Council may elect) and in a form approved by the Council (or by such other body as the Council may elect)

Shared Ownership  
Dwellings

Dwellings purchased on a Shared Ownership Lease

Shared Ownership  
Lease

a lease in a form approved by the Homes and Communities Agency or where there is no such form in a form approved by the Council such lease to provide for the following:

- not more than 50% 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
- power to the purchaser to increase their ownership up to 100% if they so wish
- rent at an annual level not exceeding 2.75% of the value of the equity retained by the Provider as approved by the Council

The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence any Phase of the Development until the Affordable Housing Scheme has been submitted to and has been approved by the Council in writing in relation to that Phase
- 1.2 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales set out therein.
- 1.3 Not to Occupy more than 30 (thirty) of the Open Market Dwellings within the Development unless and until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred (or contracts have been exchanged to procure the transfer) to the approved Provider in accordance with and subject to the



following:

- a) any transfer shall be for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed or to enable (where appropriate) Affordable Rented Dwellings to be let or Intermediate Dwellings to be let or sold at a cost low enough for Eligible Households to afford.
- b) the transfer shall contain terms to secure any conditions and requirements of the Approved Affordable Housing Scheme
- c) any transfer shall contain provisions that will ensure that all the Affordable Rented Dwellings are let in accordance with the local lettings policy set out in the Third Schedule

1.5 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:

- 1.5.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire and any successor in title from them;
- 1.5.2 an Eligible Household who has staircased 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
- 1.5.3 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 Within 14 days of the Calculation Date ("the Payment Date") Unit to pay to the Council the Affordable Housing Payment unless agreed in writing with the Council that the Affordable Housing Payment is nil.
- 1.7 To notify the Council with seven days of the Disposal of the Calculation Dwelling Unit.
- 1.8 Not to allow further Disposals within the AHP Area after the Payment Date until and unless:
  - 1.8.1 the Affordable Housing Payment has been paid to the Council in accordance with clause 1.6; or
  - 1.8.2 in the event of a dispute as to the Affordable Housing Payment the matter has been referred to the Expert in accordance with Clause 5 of this Agreement



- 1.9 To keep full and accurate records of the Sale Price of each Dwelling Unit and to supply to the Council copies of such records as the Council may reasonably require for the purposes of verifying the Sale Price of each Dwelling Unit.

### **Third Schedule**

#### **AFFORDABLE HOUSING**

#### **LOCAL LETTING POLICY: LOCAL CONNECTION ELIGIBILITY CRITERIA**

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

- (i) first allocations shall be made to people living in the Parish of Great and Little Plumstead;
- (ii) if there is no suitable person in paragraph (i) allocations will be made to people who work in the Parish of Great and Little Plumstead
- (iii) if there are no suitable persons in paragraphs (i) and (ii) allocations will be made to people who need to move to the Parish of Great and Little Plumstead to give/receive support to/from close family
- (iv) If there are no suitable persons in paragraph (i) and/or (ii) and/or (iii) above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to an Eligible Household as approved by the Council

#### **Administrative Procedure for Nominations**

- To grant to the Council nomination rights to 100% of the Affordable Housing Rental Units
- 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



## **Fourth Schedule**

### **Open Space**

In this Schedule the following expressions have the following meanings:

Management Company	a company (or such other body or bodies as shall be agreed between the Council and the Owner) established or identified by the Owners for the purposes of managing and maintaining the Open Space Land
Nominated Body	one of the following as determined by the Council: a) The Council b) the town or parish council for the area within which the Site is located c) such other body as the Council may elect as being responsible for maintenance of the Open Space d) the Management Company
Off-Site Recreational Space Commutated Sum	a financial contribution to be used towards improvement of existing facilities in the Parish of Great and Little Plumstead being £300,000 (or such other lower sum as the Council may agree with the Owner as appropriate) such sum to be Index Linked
Open Space Land	the informal open space, former hospital cemetery and woodlands area to be provided in accordance with the Open Space Scheme.
Open Space Land Maintenance Contribution	a financial contribution to be used for repairing and maintaining the Open Space Land or any drainage feature within the Open Space Land or for other such purposes being £5,700 per ha per annum or such other lower sum as the Council may agree as appropriate in respect of the Open Space Land the precise area(s) of which shall be calculated by agreement such sum to be Index Linked
Open Space Scheme	a scheme for the provision, laying out and future maintenance of Open Space within the relevant Phase (the Open Space Scheme to also include timings for the completion and availability of the

	Open Space Land and to include details for managing maintaining and improving the on-site informal open spaces, former hospital cemetery and the woodland areas identified in the planning application for the relevant Phase plus details of public access areas and details of pedestrian and vehicular access)
LEAP Play Area(s) (Locally Equipped Areas of Play)	an area of land within the Site of approximately 0.15ha square metres, the location and boundaries of which are approved in writing by the Nominated Officer
Play Area Maintenance Sum	a financial contribution to be used for the repair maintenance and management of the LEAP Play Area being £ 36,663 or such sum as the Council may agree with the Owner as appropriate in respect of the LEAP Play Area
Play Area Scheme	an approved scheme for the laying out and equipping of the LEAP Play Area approved in writing by the Nominated Officer a scheme for the provision, laying out, equipping and future maintenance of the LEAP Play Areas for the relevant Phase (if any) (the Play Areas Scheme to also include timings for the completion and availability of the LEAP Play Areas)
Unencumbered	free from financial charges, adverse rights, easements, restrictions or other encumbrances which would interfere with the use of or result in any additional cost or liability not normally associated with the use of the LEAP Play Area and Recreational Space as public open space
Walled Garden Land	an area of land shown for identification purposes on Plan 1 edged green to be retained for community use and to be transferred to a Nominated Body

The Owner hereby covenants with the Council as follows:

# 1. LEAP PLAY AREA AND OPEN SPACE



- 1.1 Not to Commence or allow Commencement of Development unless and until the extent of the LEAP Play Area and Open Space Land Unencumbered has been agreed with the Council and the Play Area Scheme and Open Space Scheme has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld)
- 1.2 Not to Occupy or allow Occupation of more than 50% of the Dwellings in the Development unless and until the LEAP Play Area and Open Space Land Unencumbered has first been provided in accordance with the approved Play Area Scheme and Open Space Scheme to the written satisfaction of the Council
- 1.3 To thereafter maintain the LEAP Play Area and Open Space Land Unencumbered to a standard suitable for use by members of the public as approved by the Open Space Scheme until such time as the LEAP Play Area and Open Space Land has been transferred in accordance with the provisions contained herein
- 1.4 Not to Occupy or allow Occupation of 75% of the Dwellings comprised in the Development unless and until it has served upon the Council a notice requesting confirmation by the Council of the Nominated Body for the LEAP Play Area and Open Space Land
- 1.5 In the event that the Management Company is the Nominated Body not to Occupy or allow Occupation of 80% of the Dwellings comprised in the Development unless and until:
  - a) the Management Company has been created to the satisfaction of the Council; and
  - b) the memorandum and articles of association together with the form of transfer of the LEAP Play Area and Open Space Land to the Management Company has been submitted to the Council for approval and has been approved by the Council prior to the transfer taking place
- 1.6 Not to Occupy or allow Occupation of 80% of the Dwellings comprised in the Development unless and until:
  - a) the LEAP Play Area and Open Space Land has been transferred to the Nominated Body in accordance with the reasonable requirements of the Council (which for the avoidance of doubt includes a requirement for the LEAP Play Area and Open Space Land to be transferred free from all encumbrances restrictions or easements which might affect the use as Open Space Land or result in additional cost or liability to the Nominated Body not normally associated with the use of the Open Space Land) in consultation with the Nominated Body for a sum not exceeding £1 (one pound) and subject to a restriction on the future use of the LEAP Play

- Area and Open Space Land for recreational and amenity purposes by the general public; and
- b) the LEAP Play Area and Open Space Land Maintenance Contribution has been paid to the Nominated Body

2. OFF SITE RECREATION COMMUTED SUM

Not to Occupy or allow Occupation of 50% of the Dwellings comprised in the Development unless and until the Off Site Recreational Open Space Commuted Sum has been paid to the Council.

3. WALLED GARDEN LAND

Not to Occupy or allow Occupation of 75% of the Dwellings comprised in the Development unless and until:

The Walled Garden Land has been transferred to a Nominated Body in accordance with the reasonable requirements of the Council (which for the avoidance of doubt includes a requirement for the Walled Garden Land to be transferred free from all encumbrances restrictions or easements which might affect the use as a community use or result in additional cost or liability to the Nominated Body not normally associated with the use of the Walled Garden Land) in consultation with the Nominated Body for a sum not exceeding £1 (one pound) and subject to a restriction on the future use of the Walled Garden Land for community purposes by the general public

**Fifth Schedule**  
**The Old Hall**

**The Owner Covenants as follows with the Council:**

1. That it will not undertake any works of demolition to the Old Hall without written approval of the Nominated Officer, not to be unreasonably withheld or delayed
2. To complete all works to the Old Hall pursuant to the Planning Permission prior to Occupation of 90% of the Dwelling Units within the AHP Area.



**Sixth Schedule**  
**Council's Covenants**

The Council covenants with the Owner as follows:

- 1     The Council hereby covenants with the Owner that it will deposit the Off-Site Recreational Space Commuted Sum into an interest bearing account and will apply the capital and any interest accrued wholly and exclusively towards the provision and maintenance of existing facilities within the Parish
- 2     In the event that the Off-Site Recreational Space Commuted Sum has not been committed (by way of contract or expenditure of the monies) within five years of receipt of payment to refund any unspent balance of the Off-Site Recreational Space Commuted Sum to the payer together with any interest accrued.
- 3     The Council covenants with the Owner to notify him of the Nominated Body within 14 days to enable the requirement in paragraph 1.4 of the Fourth Schedule to be met.

**Seventh Schedule**  
**School Site**

**Part 1**

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

"Primary School"	means Great and Little Plumstead Primary School
"School Extension Site"	means the part of the Site edged red on Plan 2 and to be used as an extension of the Primary School to increase its site size such land being contiguous with the Primary School Site and provided Unencumbered in accordance with the provisions of this Deed
"School Extension Site Notice"	means a written notice from the County to the Owners confirming that the School Site Extension is required
"School Sites"	means the Primary School and the School Extension Site
"Unencumbered"	means free from any legal constraints to transfer (including but not limited to trust covenants, charity law, formal or information lease agreements, charges and written or unwritten assurances to other bodies or individuals)

The First Owner hereby covenants with the County as follows:

1. School Extension Site
  - 1.1 Upon receipt of the School Extension Site Notice to allow the County reasonable access to the Primary School Extension Site for the purposes of survey and inspection
  - 1.2 Following receipt of the School Extension Site Notice to make all reasonable endeavours within 28 days of the School Extension Site Notice to negotiate agree and complete a transfer for the Unencumbered title to the School Extension Site to the County in accordance with the terms set out in Part 3 of this Schedule

Part 2  
County Obligations

1. In respect of the School Extension Site the County will, if required, serve the School Extension Site Notice prior to Occupation of any of the Dwellings of the Development and for the avoidance of doubt where no notice is served the obligations in relation to the School Extension Site shall cease to apply.

Part 3  
Transfer Terms

The School Site shall be transferred subject to and in accordance with the following terms:

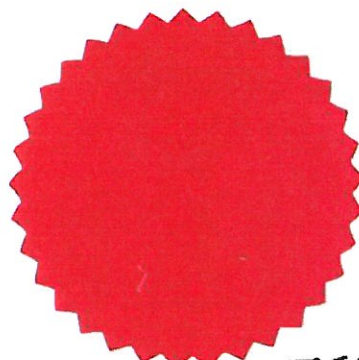
- 1 With limited title guarantee and vacant possession.
- 2 With all such rights and easements for the provision of access of services and service installations) whether for the benefit of the owner or the county as are required to facilitate the use of the land transferred for the purpose it is being transferred and to facilitate the carrying out of the development and use for the purposes of the development of the land to be retained.
- 3 The transfer will if required by the owner contain a covenant restricting the use of the land transferred to the purposes for which it is transferred.
- 4 The standard conditions of sale (4<sup>th</sup> edition) so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the express terms of this deed.
- 5 All costs incurred in connection with the transfer of land including but not limited to legal fees and land registry disbursements shall be paid by the party incurring them.



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:

)  
)



7554

Authorised Signatory:

M. Moore

Head of Dental and Services and  
Monitoring Officer

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

)  
)



40162

Authorised Signatory:

*[Signature]*

authorised to sign  
on behalf of: HEAD OF LAW

The COMMON SEAL OF  
THE SECRETARY OF STATE FOR HEALTH  
Was affixed in the presence of:

)  
)

2015/05



Authorised Signatory:

(Benjamin MP Martens - Deputy Director)

