

DATED

21 May

2015

BROADLAND DISTRICT COUNCIL (1)

-and-

NORFOLK COUNTY COUNCIL (2)

-and-

KEVIN MICHAEL JERMY AND MICHELLE LOUISE JERMY (3)

-and-

TINA MARIE GRATTON and LYNDIA ANNETTE BLYTHIN (4)

-and-

CIRRUS STRATEGIC LAND (NUMBER 2) LIMITED (5)

DEED OF PLANNING OBLIGATION

UNDER SECTION 106

OF THE TOWN AND COUNTRY PLANNING

ACT 1990

relating to land East of Buxton Road, Spixworth

THIS DEED is dated

21 May

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") and;
- (3) **KEVIN MICHAEL JERMY** of 48 Luscombe Way, Rackheath, Norwich, NR13 6SS and **MICHELLE LOUISE JERMY** of 60 Harvest Close, Hainford, Norwich, NR10 3TA (referred to as "the First Owners") and;
- (4) **TINA MARIE GRATTON** of 34 Anchor Street Coltishall Norwich NR10 4DS and **LYNDA ANNETTE BLYTHIN** of 8 Taverham Road Felthorpe Norwich NR10 4DS acting as the executors of the estate of Mrs Iris Vera Zak. (referred to as "the Second Owners") and;
- (5) **CIRRUS STRATEGIC LAND (NUMBER 2) LIMITED** (Company Number 08812289) of 4 St Mary's House, Duke Street, Norwich, NR3 1QA (referred to as "the Applicant")

together referred to as 'the Parties'

INTRODUCTION

1. The Council is a local planning authority for the area within which the Site is located.
2. The County Council is a local planning authority and the local highway authority for the County Council of Norfolk
3. The First Owners are the freehold owners of part of the Site registered at the Land Registry under tile number NK247493 and the Second Owners are the freehold Owners of the remaining part of the Site which is currently unregistered, free from all mortgage charges and encumbrances other than those detailed in those documents. (First and Second Owners known as the "Owners")

4. The Applicant has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.

1 DEFINITIONS

1.1 In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Commencement"	the date on which a material operation as defined in Section 56(4) of the Act is first carried out (for the purposes of this Deed and for no other purpose), except operations consisting of site clearance, demolition work, archaeological investigations, ground surveys, removal of contamination, diversion and laying of services, erection of temporary fences or the temporary display of site notices or advertisements and "Commence" and "Commenced" will be construed accordingly
"Development"	the development of the Site in accordance with the Permission
"Dwelling"	any dwelling (including a house, flat or maisonette) to be built on the Site as part of the Development
"Nominated Officer"	the Council's Chief Executive or other officer of the Council notified to the Owner
"Inflation Provision"	the increase (if any) in the Royal Institute of Chartered Surveyors (RICS) (Building Cost Information Service) All Construction TPI: All New Construction between the date of this agreement and the date upon which the

payment of the open space commuted sum(s)
is made pursuant to this Agreement

"Occupation"

the 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, occupation in relation to security operations and "Occupy" and "Occupied" will be construed accordingly

"Permission"

the outline planning permission to be granted by the Council for a residential development of a minimum of 225 new homes with associated car parking, open space and landscaping, allocated reference number 20141725 in the form annexed at the Ninth Schedule

"Phase"

A phase of the Development as shown on any Phasing Plan submitted to and approved by the 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"

means a plan submitted to the Council showing the proposed phases of the Development, if any

"Plan"

the Plan attached to this Deed at the First Schedule

"Site"

the land known as land to the East of Buxton Road, Spixworth and shown edged red on the

Plan for identification purposes only

"Trigger"

means the Commencement date and any
Occupation threshold in this Deed

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act and Section 1 of the Localism Act 2011 and Section 2 of the Local Government Act 2000 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 Covenants given by more than one party can be enforced against them individually or jointly unless there is an express provision otherwise.
- 2.3 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.
- 2.4 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 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 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 2.8 The headings are for reference only and shall not affect construction.

3 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 5.4, 5.7, 6 and 9 which shall come into effect immediately upon completion of this Deed.

4 COVENANTS

- 4.1 The Owners covenant 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.
- 4.2 The Council and the County Council covenant with the Owners to comply with its obligations contained in this Deed.
- 4.3 The Council covenants with the Owners to grant the Permission on completion of this Deed.

5 OTHER PROVISIONS

- 5.1 No person will be liable for any breach of this Deed if they no longer have an interest in all or part of the Site (save for any subsisting breach occurred prior to disposal of their interest in all or part of the site (as appropriate)).
- 5.2 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and to the best of their knowledge that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding.
- 5.3 This Deed will not bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services or statutory undertakers.
- 5.4 On completion the Owners will pay the Council's and the County 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 or County Council constitutes a continuing waiver, nor prevents the Council or the County Council from enforcing any of the provisions in this Deed.
- 5.8 This Deed shall be registrable as a local land charge by the Council.
- 5.9 Where the agreement, approval, consent or expression of satisfaction is required by the Owners and/or Applicant from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 5.10 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 5.11 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 5.12 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 Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 5.13 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

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 in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 6.2 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 6.3 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 6.4 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

7 INTEREST AND VAT

- 7.1 If any payment due to the Council or the County Council is paid late 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.
- 7.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.

8 NOTIFICATIONS

- 8.1 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 and for the purposes of this clause 8.1 the Owners hereby give notice that its address for service is:

Howes Percival LLP, The Guildyard, 51 Colegate, Norwich NR3 1DD
(Ref: JZM/220214.3).

- 8.2 The Owners will notify the Nominated Officer and the County Council in writing of the Triggers within seven days thereof.
- 8.3 If the Owners dispose of their 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.

9 DELIVERY

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

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

FIRST SCHEDULE

The Plan

SECOND SCHEDULE

Affordable Housing

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 Affordable Housing and 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	A minimum of 80 per cent Rented Housing and 20 per cent Intermediate Housing (or such other percentages as the Owners and the Council may agree)
Affordable Housing Provision	The provision of Affordable Dwellings on the Site equating to at least 33 per cent of the total number of Dwellings in accordance with the Affordable Housing Mix
Affordable Housing Scheme	<p>A scheme for the construction and on-going provision of the Affordable Dwellings in line with the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none">• 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; and• such other information and reasonable 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

- a procedure for making amendments to the Affordable Housing Scheme in respect of those items detailed above

Affordable Rented Dwellings	Dwellings to be let by a Registered Provider with an appropriate agreement with the Homes & Communities Agency for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges as approved by the Council
Approved Affordable Housing Scheme	The Affordable Housing Scheme as approved by the Council including any amendment, revision or substitution approved by the Council in writing
Design & Quality Standards	The Design and Quality Standards as specified by the Homes and Communities Agency or its successor or such other construction standards as the Council may specify
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 for sale at prices below market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing), shared ownership, shared equity and equity loan products as approved by the Council
Intermediate Housing	One or more of Intermediate Dwellings Shared Equity Dwellings and Shared Ownership Dwellings agreed with the Council

Intermediate rented 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
Provider	<p>Either:</p> <p>(i) a "Registered Provider" as defined in the Housing and Regeneration Act 2008; or</p> <p>(ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council</p>
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 Dwelling has been completed to appropriate standards (if an Affordable Dwelling), is capable of occupation and a certificate of practical completion has been issued.
Rented Housing	One or more of Affordable Rented Dwellings and Social Rented Dwellings
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 of the initial share and 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 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]

1 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 75% of the Open Market Dwellings within a Phase unless and until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme for that Phase are Practically Complete and have been transferred to the approved Provider in accordance with and subject to the following:

- 1.3.1 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.
- 1.3.2 the transfer shall contain terms to secure any conditions and requirements of the Approved Affordable Housing Scheme.
- 1.3.3 To ensure that up to 33% of the Affordable Rented Dwellings are let in accordance with the local lettings policy set out in the Third Schedule.
- 1.4 Not to use or allow the Affordable Dwellings to be used for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme other than:
 - 1.4.1 by a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or any mortgagee or chargee of such person or any person deriving title from such person or any successor thereto and their respective mortgagees and chargees ;
 - 1.4.2 by an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold interest or by a person who has acquired 100% of a Shared Equity Dwelling or any mortgagee or chargee of such person or any person deriving title from such person or any successor thereto and their respective mortgagees and chargees
 - 1.4.3 By any mortgagee of a Shared Ownership Dwelling lawfully exercising any mortgagee protection provisions within the Shared Ownership Lease or any person deriving title from that person or any successor thereto and their respective mortgagees and chargees
 - 1.4.4 by a mortgagee exercising it's power of sale in respect of any Affordable Dwelling or any receiver or administrator of that mortgagee (Affordable Housing Mortgagee) PROVIDED THAT it is has first complied with the following:

- a) in relation to a mortgagee of Registered Provider owned land, the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008 and provided copies of all notices served and any proposals received together with updates as to progress to the Council
- b) where no proposals are agreed under a) above or where the provisions do not apply or have lapsed to give the Council the option to purchase the relevant Affordable Dwellings, or nominate another Provider to purchase the relevant Affordable Dwelling or Dwellings exercisable within a period of two calendar months commencing on the date upon which the option is first communicated to the Council in writing ("Mortgagee Notice Period") and if the Council (or it's nominated Provider) elects to acquire the relevant Affordable Dwellings to allow one calendar month following expiry of the Mortgage Notice Period to complete the purchase PROVIDED THAT a mortgagee shall not be required to act in a way which is detrimental to it's security or contrary to the terms of any charge
- c) if, having used best endeavours, the relevant Affordable Dwellings are not transferred in accordance with b) above then the Affordable Housing Mortgagee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this Deed PROVIDED THAT the parties may agree to extend the period for transfer in writing

THIRD SCHEDULE

Affordable Housing

Local Letting Policy: Local Connection Eligibility Criteria

- 1 Unless otherwise agreed in writing up to one third 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:
 - 1.1 first allocations shall be made to people living in the Parish of Spixworth.
 - 1.2 if there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Spixworth.; and
 - 1.3 if there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the Parish of Spixworth to give/receive support to/from close family.
 - 1.4 If there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 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
- 2 Administrative Procedure for Nominations
 - 2.1 To grant to the Council nomination rights to 100% of the Affordable Housing Rental Units unless otherwise agreed in writing.
 - 2.2 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.

FOURTH SCHEDULE

Open Space

In this Schedule the following expressions have the following meanings:

"Approved On-site Open Space Scheme" A scheme for the provision of the On-site Open Space comprising as applicable plans and details of:

- the layout, location and design of the On-site Open Space including details of proposed equipment (including equipped children's play space), landscaping, drainage features, access arrangements, street furniture and fencing;
- the ongoing management and maintenance of the On-site Open Space until the On-site Open Space is transferred to the Nominated Body to a standard suitable for use by members of the public;
- the identity of the Nominated Body; approved by the Nominated Officer; and
- any Off-Site Open Space Contribution payable; and 'the Scheme' shall be construed accordingly

"Management Company" A company to be set up for the purposes of managing and maintaining the On-site Open Space

"Nominated Body" One of the following:

- a) the Council;
- b) the Town or Parish Council for the area within which the Site is located;
- c) another body specified by the Nominated Officer;
- d) the Management Company; or

e) the Owner.

"On-site Open Space"	Means a minimum area of 1.05 hectares comprising of areas of equipped children's space, formal recreational space and informal open space calculated in accordance with Council's standards
"Off-Site Open Space Contribution"	A financial contribution (if any) calculated by the Nominated Officer in accordance with the tables at paragraphs 2.1 and 2.2 subject to the Inflation Provision for the acquisition, layout and maintenance of open space in the parish of Spixworth in accordance with the Development Management DPD Open Spaces Policy
"On-site Open Space Maintenance Contribution"	A financial contribution calculated in accordance with the Council's standard charges at paragraph 2.2 subject to the Inflation Provision to be used for the repair maintenance and management of the On-site Open Space in the event that the Nominated Body is one defined as (a) (b) or (c) under the Approved Open Space Scheme
"Standard Terms"	<ul style="list-style-type: none">a) The On-site Open Space only to be used as public open space;b) The consideration to be £1;c) The transfer to be of the Unencumbered freehold estate with full title guarantee and with all rights for services and access;d) To pay the reasonable legal fees of the transferee; ande) Vacant possession to be given
"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 Play Area and Recreational Space as public open space

- 1 The Owner covenants with the Council as follows:
 - 1.1 Not to Commence Development until the Approved On-site Open Space Scheme has been approved by the Nominated Officer.
 - 1.2 Not to Occupy more than 35% of the Dwellings until the On-site Open Space scheme has been laid out in accordance with the Approved On-site Open Space Scheme and is available for use by the public.
 - 1.3 Not to Occupy more than 50% of the Dwellings on the Site until the On-site Open Space has been transferred to the Nominated Body (if appropriate) in accordance with the Approved On-site Open Space Scheme on the Standard Terms and the On-site Open Space Maintenance Contribution (if any) has been paid to the Nominated Body.
 - 1.4 To maintain and manage the On-site Open Space to the satisfaction of the Nominated Officer and in accordance with the Approved On-site Open Space Scheme until the On-site Open Space has been transferred to the Nominated Body in accordance with paragraph 1.3.
 - 1.5 Not to Occupy or allow Occupation of any of the Dwellings unless and until the Off-Site Open Space Contribution (if any) has been paid to the Council.

2 Open Space Contributions Table

2.1 Provision

Type of Open Space	Financial contribution				
	1 bed	2 bed	3 bed	4 bed	5 bed +
Formal Recreation					
• Children's play space	83.74	111.66	139.57	167.49	195.40
• Formal Recreation (Sport)	288.54	384.72	480.90	577.08	673.26

Green Infrastructure	426.97	569.30	711.62	853.95	996.27
Allotments	14.50	19.34	24.17	29.01	33.84
The above costs are derived from NORSE contract costs, newly installed play areas in Broadland and Sport England facility costs					

2.2 Maintenance

Type of Open Space	Financial contribution				
	1 bed	2 bed	3 bed	4 bed	5 bed +
Formal Recreation					
• Children's play space	14.58	19.44	24.30	29.16	34.02
• Formal Recreation (Sport)	302.90	403.87	504.84	605.80	706.77
Green Infrastructure	268.05	357.40	446.75	536.10	625.45
The above costs are derived from NORSE contract costs and Sport England life cycle costings					

FIFTH SCHEDULE

Travel Plan

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

"Approved Travel Plan"	Means the Travel Plan submitted to the County Council by the Owner in accordance with the conditions of the Planning Permission and approved by the County Council in writing
"Bond Sum"	Means the sum of £500 per Dwelling being the cost of implementation of and compliance with the Approved Travel Plan such sum to be Index Linked
"Index Linked"	Means index linked from 11 February 2015 until such time that any sum specified in this Agreement becomes payable such index linking to be equivalent to any increase or decrease in such sums in proportion to the increase or decrease in the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the County Council shall reasonably determine
"Travel Plan"	Means a framework of options/measures to enable and encourage people to travel more sustainably and reduce the need to travel altogether being site and people specific and comprising a range of "hard" (built) and "soft" (behavioral change) measures to mitigate the traffic effects of the Development on the road network in accordance with the Travel Plan Guidance
"Travel Plan Bond"	Means a bond in the form annexed at the Eighth Schedule

- "Travel Plan Contribution" Means the sum of £500 per Dwelling towards the implementation of the Travel Plan for the Development such sum to be Index Linked
- "Travel Plan Guidance" means guidance issued by the County Council and published on its website
- "Travel Plan Update" Means a mode of Travel Survey prepared in consultation with the County Council detailing how the Approved Travel Plan has operated during the relevant period and its effectiveness

The Owner hereby covenants with the County Council as follows:

1. prior to first Occupation of the first Dwelling to either:
 - i. pay the Travel Plan Contribution to the County Council towards the production, approval and on-going review of a Travel Plan for the Development; or
 - ii. submit the Travel Plan to the County Council for approval as an Approved Travel Plan in accordance with the Planning Permission and thereafter to 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 first Dwelling with further Travel Plan Updates to be provided to the County Council on each yearly anniversary thereafter until the second anniversary of final Occupation of the Development (unless otherwise agreed in writing).
2. If the Owner proceeds under paragraph 1 (ii) above it will not allow first Occupation of any Dwelling unless and until it has either:
 - i. obtained and provided to the County Council the Travel Plan Bond with a

Surety approved by the County Council for the Bond Sum ("the Approved Travel Plan Bond"); or

- ii. deposited the Bond Sum with the County Council ("the Travel Plan Deposit")
3. In the event that the Owner fails in the reasonable opinion of the County Council to perform the obligations and deliver the requirements of the Approved Travel Plan the County Council shall serve notice on the Owner confirming the actions required by the Owner to comply with the obligations contained in this Deed ("the Performance Notice"); and
 4. If after a period of 28 days the Owner has failed in the reasonable opinion of the County Council to comply with the Performance Notice the County Council may call in the Approved Travel Plan Bond or utilise the Travel Plan Deposit as the case may be and carry out the requirements of the Approved Travel Plan without further recourse to the Owner

SIXTH SCHEDULE
Council Covenants

The Council covenants with the Owner as follows:

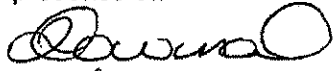
- 1 The Council hereby covenants with the Owner that it will deposit the Off-Site Open Space Contribution into an interest bearing account and will apply the capital and any interest accrued wholly and exclusively towards the provision and maintenance of open space in the parish of Spixworth in accordance with the Development Management DPD Open Spaces Policy.
- 2 In the event that the Off-Site Open Space Contribution 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 Open Space Contribution 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 of completion of this Deed to enable the requirement in paragraph 1.3 of Schedule 4 to be met.

SEVENTH SCHEDULE
County Council Covenants

1. Subject to the Owner (in the reasonable opinion of the County Council) complying with the Approved Travel Plan the County Council on the first anniversary of first Occupation will within 28 days of written request reduce the Bond Sum by an amount proportionate to the number of Dwelling Units Occupied at that time and thereafter by a further proportionate amount on each subsequent anniversary within 28 days following each written request.
2. On reduction of the Bond Sum in accordance with paragraph 1 above, the County Council shall within 28 days return such reduced amount of the Travel Plan Deposit (if applicable) to the person who made the payment, or confirm in writing to the Surety that such proportion of the Travel Plan Bond is released.
3. In the event the Owner has opted to make a payment to the County Council of the Travel Plan Contribution the County Council covenants with the Owner to hold the Travel Plan Contribution in an interest bearing account and to apply it and any interest accrued upon it to the provision, implementation and on-going review of a Travel Plan for the Development

Signed as a DEED by
KEVIN MICHAEL JERMY
was in the presence of:

Signature

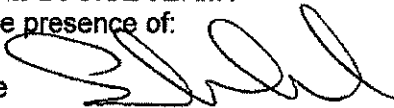


Witness

Stefan Cowling -
54 HARVEST CLOSE
TAVENHAM - NORWICH.
NR8 6LU.

Signed as a DEED by
MICHELLE LOUISE JERMY
was in the presence of:

Signature



Witness

Shawn Munford
58 Harvest Close
Hainford
Norwich

Executed as a DEED by
CIRRUS STRATEGIC LAND (NUMBER 2) LIMITED
acting by CHRISTOPHER LEEMING,
a director, in the presence of:

Director

Witness

Jon Beilly
3 Lenthall Close
NR7 0UU



EIGHTH SCHEDULE

TRAVEL PLAN BOND

DATED _____ **20**

- and -

BOND

in respect of

Norfolk County Council
County Hall

Martineau Lane
NORWICH
NR1 2DH

THIS BOND reference number [ref no.] is made as a deed

this day of 20

By [] ("the Surety")

On behalf of: [] ("the Developer")

In favour of: THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich
Norfolk ("the County Council")

WHEREAS:

(A) by an agreement dated [] and made between the County Council and the Developer ("the Agreement") the Developer undertook to provide a bank bond issued in favour of the County Council in the sum of £[] ([] pounds) ("the Bond Sum")

(B) 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 THIS DEED WITNESSES:

1. the Surety is held and firmly bound to the County Council in the sum of [£(pounds)] ("the Bond Sum") to be paid to the County Council for which payment we bind ourselves and our successors and assigns by these presents

2. upon receipt by the Surety of the County Council's written demand stating "the Developer has failed to duly perform and observe all the terms of the Agreement" ("Demand") the Surety shall pay to the County Council within 28 days of receipt of the Demand such amount as certified by the County Council as is required to 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 Agreement)

3. receipt of a Demand from the County Council shall be taken as conclusive evidence by the Surety for the purposes of this Bond that a breach has occurred and the sum

demanded is properly due PROVIDED THAT the amount demanded does not exceed the Bond Sum.

4. Multiple Demands may be made pursuant to this Bond up to the Bond Sum
5. Subject to the Developer performing the Obligations the Bond Sum will reduce as follows:
 - a) Upon receipt of written confirmation from the County Council on the first anniversary of first Occupation (as defined in the Agreement) that the Obligations are being complied with in the reasonable opinion of the County Council and to be provided within 28 days of written request the Bond Sum shall be reduced by an amount proportionate to the number of Dwellings then Occupied and thereafter upon receipt of the County Council's written confirmation (to be provided within 28 days of written request) on each subsequent anniversary of first Occupation by a further proportionate amount taking into account the number of Dwellings then Occupied (as defined in the Agreement)
 - b) To nil on the date upon which the County Council confirms in writing that all Obligations have been complied with and final Occupation has occurred.
6. This Bond shall expire upon the earlier of:
 - a) The date upon which the Bond Sum is reduced to nil: or
 - b) The date upon which the County Council confirms in writing that the Bond is no longer required and the same is formally released
7. This Bond is a continuing obligation and shall remain in full force until released or discharged in accordance with the provisions contained herein.
8. This Bond is personal to the County Council and is not transferable or assignable without the consent of the Surety such consent not to be unreasonably withheld PROVIDED THAT a Statutory successor in title to the County Council shall automatically be deemed to have the consent of the Surety and will benefit from this Bond
9. Subject to Clause 8 above 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 .

10. This Bond shall be governed by and construed in accordance with the law of England.

SIGNED as a Deed by
the Surety acting by:-

AUTHORISED SEALING OFFICER

NINTH SCHEDULE
Draft Permission



www.broadland.gov.uk

Application Number
20141725

Lanpro Services
FAO: Mr Philip Atkinson
4 St. Mary's House
Duke Street
Norwich
NR3 1QA

Date Of Decision : 11 March 2015
Development : Development of a Minimum of 225 New Homes with Associated Car Parking, Open Spaces and Landscaping (Outline)
Location : Land East of Buxton Road, Spixworth
Applicant : Mr Chris Leeming
Application Type: Planning Application Outline

Town & Country Planning Act 1990

The Council in pursuance of powers under this Act **GRANTS OUTLINE PLANNING PERMISSION** for the development referred to above in accordance with the submitted plans and application forms subject to the following **conditions:-**

- 1 Application for approval of ALL "reserved matters" must be made to the Local Planning Authority not later than the expiration of THREE years beginning with the date of this decision.

The development hereby permitted must be begun in accordance with the "reserved matters" as approved not later than the expiration of TWO years from either, the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last such reserved matter to be approved.

- 2 (Application for the approval of the "reserved matters" for each parcel of land or phase of development shall include plans and descriptions of the:
 - i) details of the layout;
 - ii) scale of each building proposed
 - iii) the appearance of all buildings including the precise details of the type and colour of the materials to be used in their construction;
 - iv) the landscaping of the site.

Approval of these "reserved matters" must be obtained from the local planning authority in writing before any development is commenced and the development shall be carried out in accordance with the details as approved.

- 3 The layout of buildings, streets and open space of the development hereby approved shall be consistent with the development proposed through planning application 20121516 and any subsequent planning permission or reserved matter approval relating to land within the application site for 20121516

- 4 including the design code entitled Beeston Park Design Code.
The development hereby permitted shall not be carried out otherwise than in accordance with the following plans and documents:

Proposed Junction Spixworth Road/Main Street 31134/2003/001 Rev. P2

- 5 Prior to the commencement of each phase or parcel of the development hereby permitted full details (in the form of scaled plans and/or written specifications) shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority to illustrate the following:
- i) Roads, footways, cycleways, foul and on-site water drainage;
 - ii) Visibility splays;
 - iii) Parking provision in accordance with adopted standard;
 - iv) Loading areas; and
 - v) Turning areas
- 6 The development hereby permitted shall not be commenced until such time as a scheme to dispose of foul drainage has been submitted to, and approved in writing by, the local planning authority. The scheme shall be implemented as approved. Where appropriate this scheme should include details for the improvement of the existing sewerage system.
- 7 Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 or any amendments thereto, garage accommodation on the site shall be provided with minimum internal dimensions measuring 3 metres x 7 metres.
- 8 No works shall commence on the site until such time as detailed plans of the roads, footways, cycleways, foul and surface water drainage have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. All construction works shall be carried out in accordance with the approved plans.
- 9 Before any dwelling / industrial unit is first occupied the road(s), footway(s) and cycleway(s) shall be constructed to binder course surfacing level from the dwelling / industrial unit to the adjoining County road in accordance with details to be approved in writing by the Local Planning Authority in consultation with the Highway Authority.
- 10 All footway(s) and cycleway(s) shall be fully surfaced in accordance with a phasing plan to be approved in writing prior to the commencement of development by the Local Planning Authority in consultation with the Highway Authority.
- 11 Development shall not commence on any phase of the development until a scheme detailing provision for on site parking for construction workers for the duration of the construction period has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented throughout the construction period.
- 12 Prior to the commencement of any works a Construction Traffic Management Plan and Access Route which shall incorporate adequate provision for

addressing any abnormal wear and tear to the highway shall be submitted to and approved in writing with the Local Planning Authority in consultation with Norfolk County Council Highway Authority together with proposals to control and manage construction traffic using the 'Construction Traffic Access Route' and to ensure no other local roads are used by construction traffic.

- 13 For the duration of the construction period all traffic associated with the construction of the development will comply with the Construction Traffic Management Plan and use only the Construction Traffic Access Route and no other local roads unless approved in writing with the Local Planning Authority in consultation with the Highway Authority.
- 14 No works shall commence on site for any phase of the development until the details of wheel cleaning facilities for construction vehicles for that phase have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. For the duration of the construction period of any phase all traffic associated with the construction of the development permitted will use the approved wheel cleaning facilities provided.
- 15 No works shall commence on site unless otherwise agreed in writing until detailed schemes for off-site highway improvement works for:
 - a) the site access and the widening of Buxton Road from the site access to The Paddocks by kerbing and haunching to a width of 6m and
 - b) the installation of MOVA at the Buxton Road/Spixworth Road Lodge Lane / White Woman Lane traffic signals have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority.
- 16 Prior to the first occupation of the development hereby permitted the off-site highway improvement works referred to in condition 15 shall be completed to the written satisfaction of the Local Planning Authority in consultation with the Highway Authority.
- 17 Prior to the commencement of the construction of the first dwelling hereby permitted an Interim Travel Plan shall be submitted, approved and signed off by the Local Planning Authority in consultation with the Highway Authority, such a Travel Plan shall accord with Norfolk County Council document 'Guidance Notes for the Submission of a Travel Plan'.
- 18 No part of the development hereby permitted shall be occupied prior to implementation of the Interim Travel Plan referred to in condition 17. During the first year of occupation an approved Full Travel Plan based on the Interim Travel Plan referred to in condition 17 shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The approved Full Travel Plan shall be implemented in accordance with the timetable and targets contained therein and shall continue to be implemented as long as any part of the development is occupied subject to approved modifications agreed by the Local Planning Authority in consultation with the Highway Authority as part of the annual review.
- 19 No further development above 225 dwellings shall take place until a further Transportation Assessment, including any additional mitigation measures, has

been submitted to and approved in writing by the Local Planning Authority in consultation with Norfolk County Council, as the Local Highway Authority.

20

Concurrently with the submission of the "reserved matters" required by Condition 1 above a site investigation and detailed risk assessment (A) must be completed to assess the nature and extent of any contamination on the site, whether or not it originated on the site. The report must include:

- 1) A survey of the extent, scale and nature of contamination
- 2) An assessment of the potential risks to; human health, property (existing or proposed) including buildings, crops, livestock, pets, woodland, service lines and pipes, adjoining land, groundwater and surface water, ecological systems, archaeological sites and ancient monuments.

The report must also include a revised and updated conceptual site model and detailed risk assessment. There must be an appraisal of the remedial options, and proposal of the preferred remedial option(s). This must be conducted in accordance with accepted good practice guidance.

Based on the findings of the site investigation a detailed remediation method statement (B) must be submitted for approval in writing by the Local Planning Authority. Remediation must bring the site to a condition suitable for the intended use by removing or mitigating unacceptable risks to the identified receptors. The method statement must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site cannot be determined as Contaminated Land as defined under Part 2A of the Environmental Protection Act 1990. The Local Planning Authority must be given a minimum of two weeks written notification of the commencement of the remediation scheme works.

Following the completion of the remedial measures identified in the approved remediation method statement a verification report (C) (also called a validation report) that scientifically and technically demonstrates the effectiveness and success of the remediation scheme must be produced. Where remediation has not been successful further work will be required.

In the event that previously unidentified contamination (D) is found during the development, it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken and where remediation is necessary a remediation method statement and post remedial validation testing must be produced and approved.

21

There shall be no open water features on the hereby approved site.

22

The heights/storeys of buildings in the hereby approved development shall not exceed those shown for any particular building typology as shown in Section 8.0: Development Parameters of the Design and Access Statement dated 21 October 2014.

23

Prior to the commencement of any parcel or phase of development a scheme for the provision of fire hydrants as maybe required shall be submitted to and approved in writing by the Local Planning Authority in consultation with Norfolk County Council.

24

The development hereby permitted shall comply with Code for Sustainable

Homes level 4 for water (or any subsequent equivalent standard) as a minimum standard.

- 25 Details of energy efficient design and the construction of on-site equipment to secure at least 10% of the development's energy from decentralised and renewable or low-carbon sources shall be submitted to and approved by the Local Planning Authority prior to commencement of the development. The details as approved shall be completed prior to the first occupation of any part of the development hereby permitted and thereafter shall be maintained.
- 26 Prior to the commencement of development a geophysical survey of the site shall be undertaken in accordance with a recognised methodology and the findings submitted to the Local Planning Authority. Based on the findings of the geophysical survey, a Scope and Programme of Works for appropriate further archaeological site investigations, including inter alia trial trenching, shall be prepared in submitted for written approval by the Local Planning Authority and works carried out in accordance with the approved scope and programme.
- 27 No development shall take place until a Written Scheme of Investigation for a programme of archaeological works has been submitted to and approved by the local planning authority in writing. The scheme shall include:
1. An assessment of the significance of heritage assets present.
 2. The programme and methodology of site investigation and recording.
 3. The programme for post investigation assessment of recovered material.
 4. Provision to be made for analysis of the site investigation and recording.
 5. Provision to be made for publication and dissemination of the analysis and records of the site investigation.
 6. Provision to be made for archive deposition of the analysis and records of the site investigation.
 7. Nomination of a competent person or persons/organization to undertake the works set out within the Written Scheme of Investigation.
- 28 Prior to the commencement of development of any phase or parcel of the development full details of the adoption and maintenance of any surface water drainage features shall be submitted and agreed in writing by the Local Planning Authority.
- 29 A scheme for landscaping and site treatment to include grass seeding, planting of new trees and shrubs, specification of materials for fences, walls and hard surfaces, and the proposed maintenance of amenity areas, shall be submitted to and approved as part of the application for reserved matters.

The scheme shall also include the positions of all existing trees (which shall include details of species and canopy spread) and hedgerows both on the site and within 15m of the boundaries together with measures for the protection of their above and below ground parts during the course of development.

The scheme as approved shall be carried out not later than the next available planting season following the commencement of development or such further

period as the Local Planning Authority may allow in writing.

If within a period of FIVE years from the date of planting, any tree or plant or any tree or plant planted in replacement for it, is removed, uprooted or is destroyed or dies, [or becomes in the opinion of the Local Planning Authority, seriously damaged or defective] another tree or plant of the same species and size as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

30 The plans and particulars submitted in accordance with condition 29 above shall include:

(a) a plan showing the location of, and allocating a reference number to every tree on the site which has a stem with a diameter, measured over the bark at a point 1.5metres above ground level, exceeding 75mm, showing which trees are to be retained and the crown spread and Root Protection Area of each tree to be retained. In addition any tree on neighbouring or nearby ground to the site that is likely to have an effect upon or be affected by the proposal (e.g. by shade, overhang from the boundary, intrusion of the Root Protection Area (para. 4.6.1 of BS5837 2012 Trees in relation to design, demolition and construction - Recommendations) or general landscape factors) must be shown.

(b) the details of each tree as required at para 4.4.2.5 of BS5837: 2012 in a separate schedule.

(c) a schedule of tree works for all the trees in paragraphs (a) and (b) above, specifying those to be removed, pruned or subject to other remedial or preventative work.

(d) details of any proposed alterations in existing ground levels, and of the position of any proposed excavation, within 5m of the Root Protection Area (para. 4.6.1 of BS5837: 2012) of any retained tree including those on neighbouring ground.

(e) details of the specification and position of all appropriate tree protection measures for the protection of every retained tree from damage before and for the entire duration of the course of the development.

(f) a statement setting out the principles of arboricultural sustainability in terms of landscape, spatial integration and post development pressure.

In this condition, 'retained tree' means an existing tree which is to be retained in accordance with paragraph (a) and (b) above.

31 Prior to the commencement of development a detailed scheme for the replacement of the trees/vegetation lost as a result of the implementation of the hereby approved access road and associated visibility splays shall be submitted to and approved in writing by the Local Planning Authority.

32 Prior to the commencement of development of any phase of the development lighting plans shall be submitted to and agreed in writing by the Local Planning Authority.

33 Prior to the commencement of works of any phase of the development a method statement for ecological mitigation during construction works shall be submitted to and agreed in writing by the Local Planning Authority. The method statement shall be implemented throughout the construction period as approved.

- 34 Prior to the commencement of development of any phase of the development a detailed ecological management plan shall be submitted to and approved in writing by the Local Planning Authority. The management plan shall be implemented as approved.
- 35 Unless otherwise agreed in writing the east-west link road to be built along the southern boundary of the site, originating from the hereby approved access, shall be constructed in accordance with the specifications for the complete east-west link road running from Wroxham Road to St Faiths Road as set down in the design code (entitled Beeston Park Design Code) which supports planning application 20121516.
- 36 As part of any reserved matters applications a surface water drainage scheme shall be submitted to, and approved in writing by, the local planning authority. The scheme shall be in accordance with the submitted Flood Risk Assessment (included as part of the Environmental Statement dated October 2014) and include:
1. Dimensioned plans and drawings of all aspects of the surface water drainage system.
 2. Modelling of the surface water drainage scheme to show that the attenuation and infiltration features will contain the 1 in 100 year rainfall event including climate change with an appropriate freeboard, half drain time, and adequate means of drainage, incorporating deep bore soakaways as and where required, as well as shallow infiltration.
 3. The results of deep bore infiltration testing, if deep bore soakaways are proposed.
 4. Modelling of the pipe network in the 1 in 30 year rainfall event to show no above ground flooding, and modelling of the volumes of any above ground flooding from the pipe network in a 1 in 100 year climate change rainfall event, along with topographic plans showing where the water will flow and be stored to ensure no flooding of buildings or offsite flows.
 5. Topographic plans depicting all Greenfield and exceedence flowpaths and demonstration that the flows would not flood buildings or flow offsite, and if they are to be directed to the surface water drainage system then the potential additional rates and volumes of surface water must be included within the modelling of the surface water system.
 6. Details of who will maintain each element of the surface water system for the lifetime of the development and submission of a maintenance schedule. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed, in writing, by the local planning authority.

The reasons for the conditions are:-

- 1 The time limit condition is imposed in compliance with the requirements of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 The application is submitted in Outline form only and the reserved matters are required to be submitted in accordance with the requirements of Article 3 of

the Town and country Planning (General Development Procedure) Order 1995.

- 3 To ensure the satisfactory development of the site in accordance with Policy GT14 of the emerging Growth Triangle Area Action Plan, Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 4 To ensure the satisfactory development of the site in accordance with Policy GT14 of the emerging Growth Triangle Area Action Plan, Policy GS3 of the Broadland District Local Plan (Replacement) 2006.
- 5 To ensure satisfactory development of the site and a satisfactory standard of highway design and construction in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 6 To ensure that the foul drainage arising as a result of this development can be disposed of appropriately, without causing deterioration of the water environment of the Joint Core Strategy for Broadland, Norwich and South Norfolk: 2011.
- 7 To minimise the potential for unplanned on-street parking and thereby safeguard the interest of safety and convenience of road users in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006 and Policy TS3 and TS4 of the Development Management DPD Proposed Submission 2014.
- 8 To ensure satisfactory development of the site and to ensure estate roads are constructed to a standard suitable for adoption as public highway Policies GS3, GS4 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 9 To ensure satisfactory development of the site in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 9 To ensure the satisfactory development of the site without prejudice to the amenity of the site or to road safety in accordance with Policies GS3 and TRA14 of the Broadland District Local Plan (Replacement) 2006.
- 10 To ensure satisfactory development of the site in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 11 To ensure adequate off-street parking during construction in the interests of highway safety in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 12 In the interests of maintaining highway efficiency and safety in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan

(Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.

- 13 In the interests of maintaining highway efficiency and safety in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 14 To prevent extraneous material being deposited on the highway in the interests of maintaining highway safety in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 15 To ensure that the highway improvement works are designed to an appropriate standard in the interest of highway safety and to protect the environment of the local highway corridor in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 16 To ensure that the highway network is adequate to cater for the development proposed in accordance with Policies GS3 and TRA14 of the saved Broadland District Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 17 To ensure that the development offers a wide range of travel choices to reduce the impact of travel and transport on the environment in accordance with policies GS3 and TRA3 of the Broadland Local Plan (Replacement) 2006 and Policy TS2 of the Development Management DPD Proposed Submission 2014.
- 18 To ensure that the development offers a wide range of travel choices to reduce the impact of travel and transport on the environment in accordance with policies GS3 and TRA3 of the Broadland Local Plan (Replacement) 2006 and Policy TS2 of the Development Management DPD Proposed Submission 2014.
- 19 To ensure that the highway network is adequate to cater for the development proposed in accordance with policy TRA14 of the Broadland Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 20 To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policy GS3 of the Broadland District Local Plan (Replacement) 2006 and Policy EN4 of the Development Management DPD Proposed Submission 2014.
- 21 To protect the interests of the aviation safety from the risk of bird strike in accordance with policy TRA10 of the Broadland District Local Plan (Replacement) 2006 and Policies TS5 and TS6 of the Development

Management DPD Proposed Submission 2014.

- 22 In the interests of visual amenity in accordance with the criteria specified within Policy GS3 of the Broadland District Local Plan (Replacement) 2006 and Policy GC4 of the Development Management DPD Proposed Submission 2014.
- 23 In order to secure a satisfactory form of development in accordance with Policies GS3 and GS4 of the saved Broadland District Local Plan (Replacement 2006).
- 24 To ensure an energy efficient development in accordance with Policy 3 of the Joint Core Strategy for Broadland, Norwich and South Norfolk (amendments adopted 2014).
- 25 To ensure an energy efficient development in accordance with Policy 3 of the Joint Core Strategy for Broadland, Norwich and South Norfolk (amendments adopted 2014).
- 26 To secure appropriate field evaluation and, thereby, mitigation of impact on archaeological and heritage assets in accordance with Policy ENV20 of the saved Broadland District Local Plan (Replacement 2006).
- 27 To enable the County Archaeologist to keep a watching brief on the site in accordance with Policy ENV18 of the Broadland District Local Plan (Replacement) 2006. To prevent the increased risk of flooding throughout the lifetime of the development in accordance with Policies 1 and 3 of the Joint Core Strategy for Broadland, Norwich and South Norfolk: 2011.
- 28 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan (Replacement) 2006 and Policy EN2 of the Development Management DPD Proposed Submission 2014.
- 29 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan (Replacement) 2006 and Policy EN2 of the Development Management DPD Proposed Submission 2014.
- 30 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan (Replacement) 2006 and Policy EN2 of the Development Management DPD Proposed Submission 2014.
- 31 To ensure satisfactory development of the site and to ensure estate roads are managed and maintained thereafter to a suitable and safe standard in accordance with policy GS3 and TRA14 of the Broadland Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 32 To ensure appropriate ecological mitigation in accordance with Policies GS3 and ENV5 of the Broadland Local Plan (Replacement) 2006 and Policy EN1 of the Development Management DPD Proposed Submission 2014.

- 33 To ensure appropriate ecological mitigation for protected species in accordance with Policies GS3 and ENV5 of the Broadland Local Plan (Replacement) 2006 and Policy EN1 of the Development Management DPD Proposed Submission 2014.
- 34 To ensure appropriate ecological mitigation for protected species in accordance with Policies GS3 and ENV5 of the Broadland Local Plan (Replacement) 2006 and Policy EN1 of the Development Management DPD Proposed Submission 2014.
- 35 To ensure that the highway network is adequate to cater for the development proposed in accordance with policy TRA14 of the Broadland Local Plan (Replacement) 2006 and Policy TS3 of the Development Management DPD Proposed Submission 2014.
- 36 To ensure the provision of amenity afforded by appropriate landscape design in accordance with Policies GS3, ENV3 and ENV4 of the Broadland District Local Plan (Replacement) 2006 and Policy EN2 of the Development Management DPD Proposed Submission 2014.

Plans and Documents

Design & Access Statement received 21 October 2014
Dwg No 101 Location Map received 17 October 2014
Dwg No 102 A Location Plan received 17 October 2014
Dwg No 111 Illustrative Masterplan received 21 October 2014
Dwg No 112 Site Sections received 21 October 2014
Dwg No 120 Street Hierarchy received 21 October 2014
Dwg No 121 Primary Street Section received 21 October 2014
Dwg No 122 Secondary Street Section received 21 October 2014
Dwg No 123 Tertiary Street Section received 21 October 2014
Dwg No 124 Buxton Road Section received 21 October 2014
Dwg No 140 Primary Road Layout received 21 October 2014
Dwg No 31134_2003_001_P2 Proposed Junction Spixworth Road_Main Street received 21 October 2014
Dwg No 270814_01 Tree Constraints Plan received 21 October 2014
Environmental Statement APPENDICES received 21 October 2014
Environmental Statement received 21 October 2014
Environmental Statement Non Technical Summary received 21 October 2014
Planning Statement received 21 October 2014
Residential Travel Plan received 21 October 2014
Statement of Community Involvement received 21 October 2014
Amended Dwg No 111 A Illustrative Masterplan received 20 January 2015

Informatives:-

The applicant needs to be aware that the Community Infrastructure Levy (CIL) will be applied to development on this site. The amount of levy due will be calculated at the time the reserved matters application is submitted. Further information about CIL can be found at www.broadland.gov.uk/housing_and_planning/4734.asp

The Local Planning Authority has taken a positive and proactive approach to reach this decision in accordance with the requirements of paragraphs 186-187 of the National Planning Policy Framework.

If this development involves any works of a building or engineering nature, please note that before any such works are commenced it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary consent under the Building Regulations is also obtained. Advice in respect of Buildings Regulations can be obtained from CNC Building Control Consultancy who provide the Building Control service to Broadland District Council. Their contact details are; telephone 0808 168 5041 or enquiries@cncbuildingcontrol.gov.uk and the website www.cncbuildingcontrol.gov.uk

It is an OFFENCE to carry out any works within the Public Highway, which includes a Public Right of Way, without the permission of the Highway Authority. This development involves work to the public highway that can only be undertaken within the scope of a legal agreement between the applicant and the County Council. Please note that it is the applicant's responsibility to ensure that, in addition to planning permission, any necessary Agreements under the Highways Act 1980 are also obtained. Advice on this matter can be obtained from the County Council's Highways Development Control Group based at County Hall in Norwich. Please contact (insert appropriate contact details).

Public Utility apparatus may be affected by this proposal. Contact the appropriate utility service to reach agreement on any necessary alterations, which have to be carried out at the expense of the developer.

If required, street furniture will need to be repositioned at the applicants own expense. This development involves works within the Public Highway that can only be carried out by Norfolk County Council as Highway Authority unless otherwise agreed in writing.

It is an OFFENCE to carry out any works within the Public Highway, which includes a Public Right of Way, without the permission of the Highway Authority. Please note that it is the applicants' responsibility to ensure that, in addition to planning permission, any necessary consents or approvals under the Highways Act 1980 and the New Roads and Street Works Act 1991 are also obtained from the County Council. Advice on this matter can be obtained from the County Council's Highway Development Control Group. Please contact (insert appropriate contact details).

If required, street furniture will need to be repositioned at the applicants own expense.

Public Utility apparatus may be affected by this proposal. Contact the appropriate utility service to reach agreement on any necessary alterations, which have to be carried out at the expense of the developer.

This development involves a Travel Plan to be implemented within the scope of a Legal Agreement between the Applicant and the County Council. Please note that it is the Applicants' responsibility to ensure that, in addition to planning permission, any necessary Agreements under the Town and Country Planning Act 1990 or Highways Act 1980 are also obtained. Advice on this matter can be obtained from the County Council's Highways Development Management Group based at County Hall in Norwich. Please contact (insert appropriate contact details).

Commuted Sum for Travel Plans

The Highways Authority levies a charge to cover the on-going costs of reviewing and monitoring a Travel Plan annually. The Highways Authority also requires a Bond to ensure that the Travel Plan targets are met. Both the Bond and the monitoring charge are secured by a Section 106 Legal Agreement. This is in addition to the sum payable for Planning Obligations covering infrastructure, services and amenities requirements.

For residential development, Norfolk County Council offers a fully inclusive package covering the writing, implementation, on-going management and annual monitoring of a Travel Plan for 5 years post completion of the development. Up to date costs can be obtained by contacting (insert appropriate contact details). Developers are expected to enter into a Section 106 Agreement to secure the necessary funding before planning permission is granted.

Street lighting is a concurrent power to the County, District and Parish Councils. However, it is the County Council after consultation with the Local Lighting Authority (District or Parish Council) who decides whether street lighting is required on proposed public highways. Norfolk County Council will challenge any automatic assumption that street lighting needs to be provided on part or all of the new development.

Due to the proposed location and its immediacy to the flight paths at Norwich Airport, the developer should consult with Norwich Airport Ltd (NAL) prior to submitting plans for a 'Full' approval to ensure the proposal does not impact the safety and efficiency of aircraft operations at Norwich international Airport.

This development has been considered through full accordance with Environmental Impact Assessment Regulations 1999. A detailed assessment of which has been given in the committee report.

Signed



Mr P Courtier
Head of Planning

Broadland District Council, Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich,
NR7 0DU

Information relating to appeals against the decision of the Local Planning Authority.

If you are aggrieved by this decision to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

There are different time limits for appealing against the different types of application:

- If this is a decision relating to a householder application then any appeal must be made within **12 weeks** of the date of this notice.
- If this is a decision against any other type of application then any appeal must be made within **6 months** of the date of this notice.
- If an enforcement notice has been served for the same or substantially the same development within the period of two years before this application was made, or subsequently, then the period within which an appeal can be lodged is reduced to **28 days** from the date of this decision or 28 days from the serving of the enforcement notice, whichever is the later.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. Tel: 0303 444 00 00 or via the Planning Portal at <http://www.planningportal.gov.uk/planning/appeals/online/makeanappeal>

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

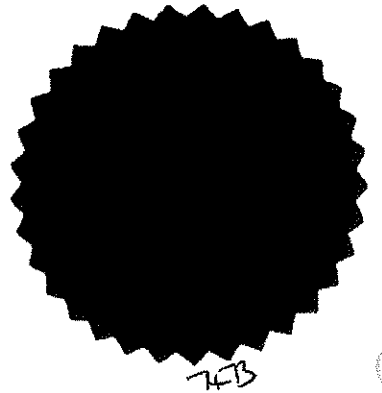
Purchase Notices

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

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

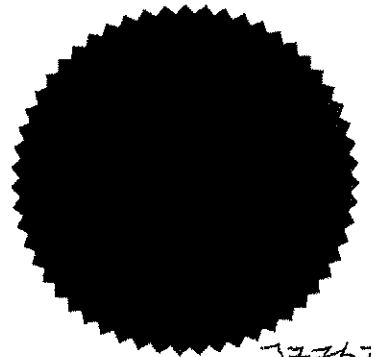
THE COMMON SEAL OF
BROADLAND DISTRICT COUNCIL
was affixed in the presence of:



Authorised Signatory: N. Mue

Head of Democratic Services and
Monitoring Officer

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



Authorised Signatory: J. L. Horton

authorised to sign
on behalf of: HEAD OF LAW

Signed as a DEED by
TINA MARIE GRATTON
was in the presence of:

} T.M. Gratton

Signature [Signature]

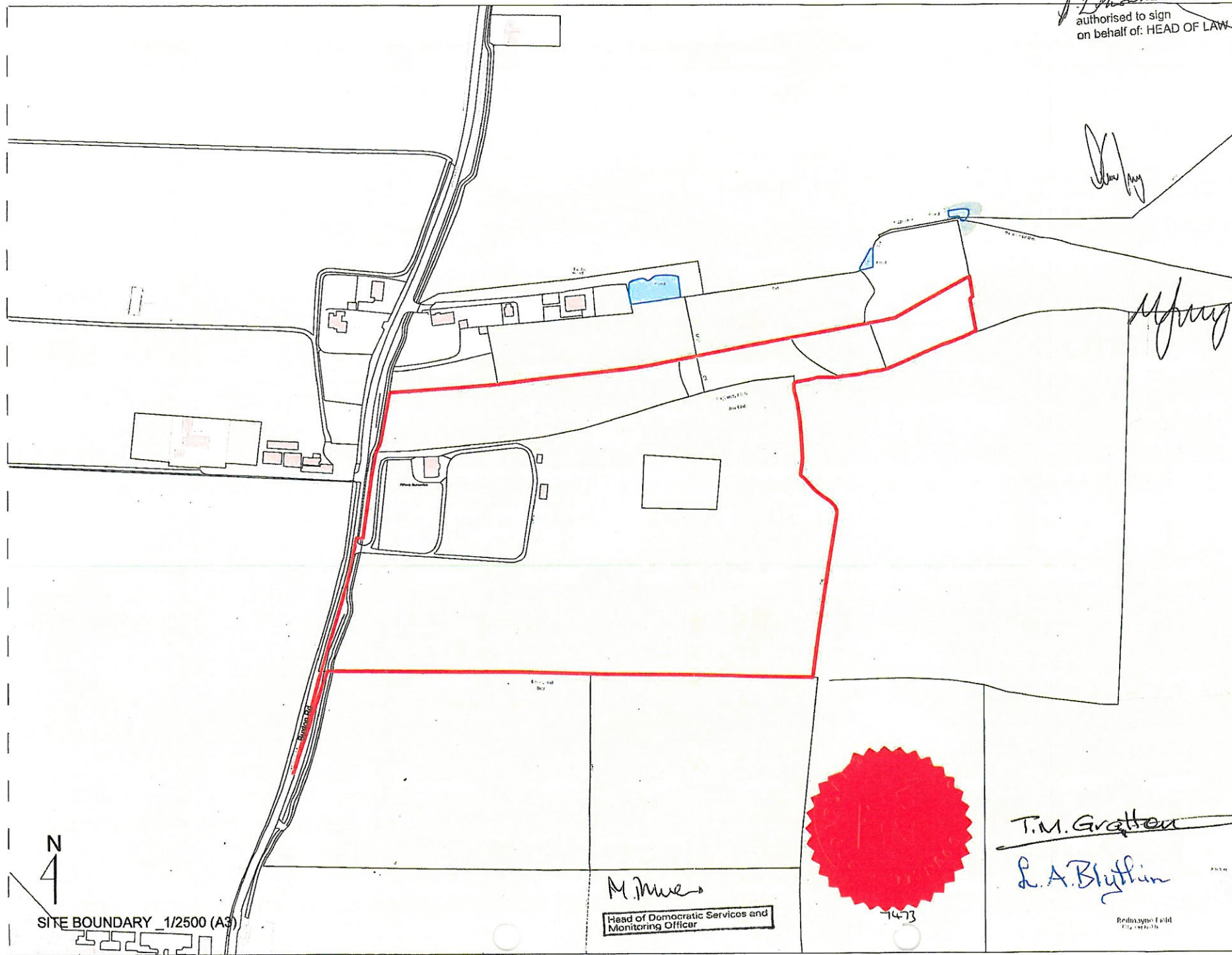
Witness Bryan Lee Gurney
Hensell Roberts
Donna Roberts

Signed as a DEED by
LYNDA ANNETTE BLYTHIN
was in the presence of:

} L.A. Blythin

Signature [Signature]

Witness as above



J. Lee
authorised to sign
on behalf of: HEAD OF LAW

Note	
Summary	
Site Area	7.8 Ha
— Site Boundary	

34762

[Signature]

[Signature]

[Signature]

**BROADLAND
DISTRICT COUNCIL**
17 Oct 2014
20141725
PLANNING CONTROL

PROJECT TITLE
Land East of Buxton Road,
Spixworth
PROJECT NUMBER
ZAK001-0315
DRAWING TITLE
Site Boundary
DRAWING NUMBER
102 REV.
A
SCALE
1/2500 (A3)
DATE
AUG 2014
DRAWN BY
J. LEE

Lanpro»
Planning and Development Consultants
4 St Mary's House, Duke Street
Norwich, NR3 1QA
01603 828 464
www.lanpro.co.uk

M. Mue
Head of Democratic Services and
Monitoring Officer



T.M. Gratton
L.A. Blythin

Redmayne Field
City of Norwich

N
4
SITE BOUNDARY_1/2500 (A3)