

**Planning Obligation by Deed of Agreement  
under Section 106 of the Town and Country  
Planning Act 1990**

relating to the development of Land South of  
Moorsticks Buxton Road Spixworth Norfolk

Dated : 29<sup>th</sup> September

2016

BROADLAND DISTRICT COUNCIL (1)  
AGF LAND LIMITED (2)



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DATE

29<sup>th</sup> September 2016  
2016

#### PARTIES

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew NR7 0DU ("Council")
- (2) **AGF LAND LIMITED** (Company Registration No. 09584886) of The Old Forge House Hall Lane Crostwick Norwich NR12 7BB ("Owner")

#### INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site registered at the Land Registry under title number NK198670
- 3 The Owner has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

#### OPERATIVE PART

##### 1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990 as amended.
"Application"	the application for outline planning permission dated 22 December 2015 submitted to the Council for the Development and allocated reference number 20152035.
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

"Development"	the Development of the Site with up to 19 No Dwellings with Associated Access Open Spaces and Infrastructure as set out in the Application.
"Dwelling"	<p>any residential unit (including a house flat or maisonette) to be constructed pursuant to the Planning Permission whether an Affordable Dwelling or an Open Market Dwelling.</p> <p>A payment for Green Infrastructure as defined in the Councils Recreational provision Supplementary Planning Document paid at a rate as defined in schedule 6 subject to the Inflation provision</p>
"Inflation provision"	the Increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service; All Construction TPI: All New Construction between January 2015 and the date upon which payment of any sum specified in this Deed is made.
"Interest"	interest at 4% above the base lending rate of the Barclays Bank Plc from time to time.
"Occupation"	occupation of any Dwelling on any part of the Site for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the words "Occupy" and "Occupied" shall be construed accordingly .
"Open Market Dwelling"	Any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Plan"	the plan attached to this Deed at the First Schedule.
"Planning Permission"	<p>the outline planning permission subject to conditions to be granted by the Council or on</p> <p>appeal to the Secretary of State (or the successor in title to his statutory functions) pursuant to the Application for the Development or such other planning permission for the Development granted pursuant to section 73 or 96A of the Act as the Council may agree in writing</p>



“Secretary of State”

the Secretary of State or any other minister or authority of the time being entitled to exercise the powers given under sections 77, 78 and 79 of the Act

“Site”

the land against which this Deed may be enforced as shown edged red on the Plan.

## **2 CONSTRUCTION OF THIS DEED**

- 2.1 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.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

## **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act and insofar as any provision contained herein is not a planning obligation is made pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers .
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council against the Owner.

## **4 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 7.1, 9, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed.~~

## **5 THE OWNER'S COVENANTS**

- 5.1 With effect from Commencement of the Development (or earlier where the context requires) the Owner covenants with the Council to comply with the obligations and restrictions contained in this Deed.
- 5.2 The Owner further covenants it is the freehold owner of the Site and has full power to enter into this Deed and that the Site is free from mortgages charges or other encumbrances and that there is no person having any interest in the Site other than as notified in writing to the Councils solicitors prior to the date hereof.

## **6 THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owner as set out in the Fifth Schedule.

## **7. LIABILITY**

- 7.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest)
- 7.2 The Council shall not be liable to any person under this Deed after that person has parted with all interest in the Site save in respect of any liability arising prior thereto.
- 7.3 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 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.
- 7.4 Save for the obligations contained in the Second Schedule which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings subject to the provisions contained therein the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 7.4.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Planning Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease
- 7.4.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site.
- 7.5 In the event of the Planning 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 AND PROVIDED THAT in the event that upon receipt of an application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations

- 7.6 in the event of determination of this Deed under Clause 7.5 above the Council shall upon request procure that any entry referring to this Deed in the Register of Local Land Charges shall be removed
- 7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed which shall continue in full force and effect.
- 7.8 No waiver (whether express or implied) by the Council of any breach or default by the Owner or its successors in title in performing or observing any of its obligations under this Deed shall constitute a continuing waiver or prevent the Council from enforcing those obligations or from acting upon any subsequent breach or default

## **8. MISCELLANEOUS**

- 8.1 Immediately on completion of this Deed the Owner shall pay the Council's reasonable legal costs properly incurred in connection with the negotiation preparation and execution of this Deed.
- 8.2 The Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising pursuant to this Deed has been performed or observed.
- 8.3 In the event that the Owner disposes of its interest in the Site or any part thereof it shall within twenty eight days of such disposal give written notice of the name and address of its successors in title to the Council together with sufficient details of the part of the Site included in the disposal to allow its identification.
- 8.4 The Owner agrees to give the Council notice in writing no later than 28 days prior to the anticipated Commencement of Development, first Occupation of the Development and the reaching of any other Occupation or completion threshold or trigger relating to the obligations contained in this Deed PROVIDED THAT default in giving the requisite notice shall not prevent Commencement of Development occurring or the triggering of obligations contained herein.
- 8.5 Subject to Clause 2.6 above no provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and any third party rights as may be implied by law or are deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law.
- 8.6 Save as provided for below any notice or communication to be given pursuant to this Deed shall be in writing and shall either be delivered personally or sent by registered post or recorded delivery service. The address for service on the Parties shall be those stated in this Deed or such other address in England for service as the Party to be served may have previously notified the other Parties in writing.
- 8.7 This Deed shall be registered as a local land charge by the Council.
- 8.8 This Deed is governed by and interpreted in accordance with the law of England



**9 INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

**10 VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

**11 DISPUTE PROVISIONS**

- 11.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties 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.
- 11.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 11.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.3 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.
- 11.4 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.

**12 DELIVERY**

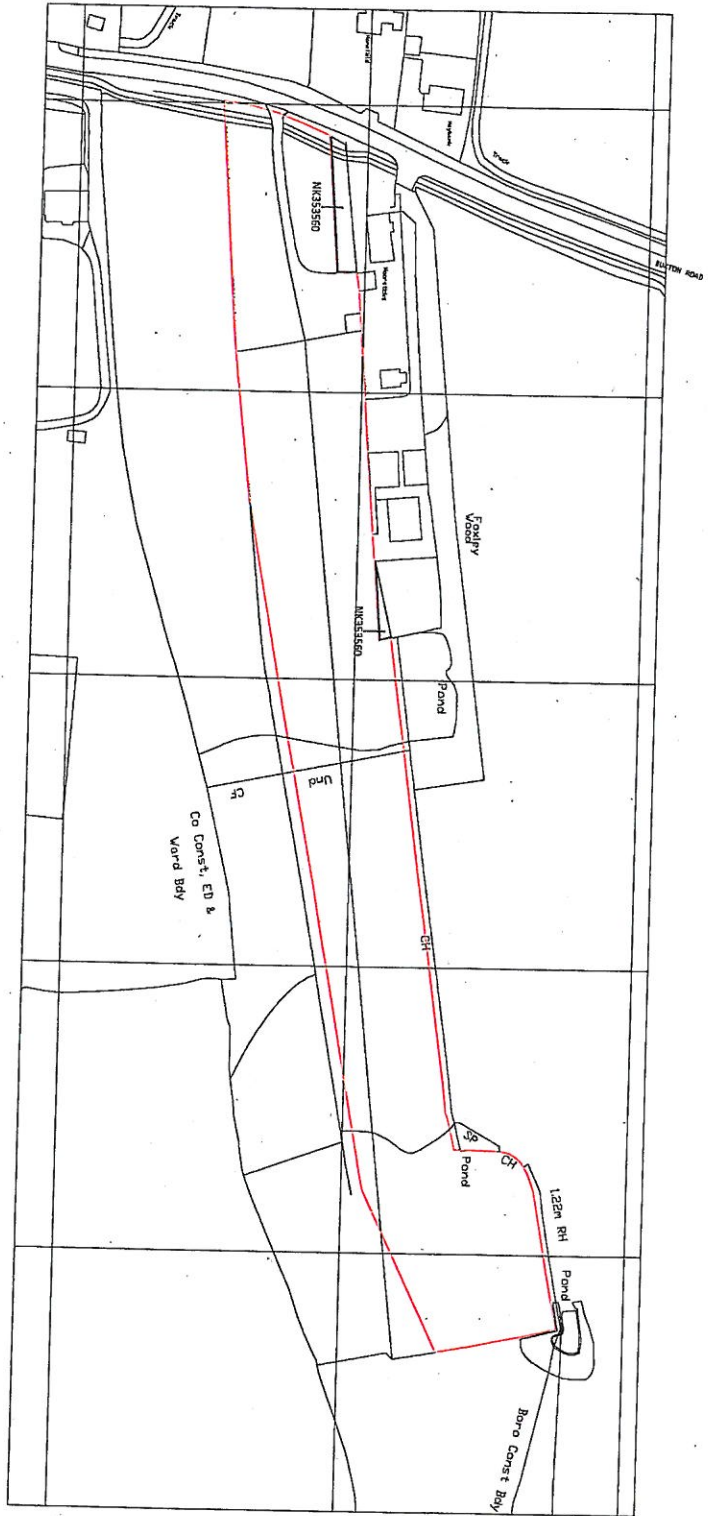
The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

## FIRST SCHEDULE

Land and Building on the East Side of Buxton Road Spixworth Norwich Norfolk as the same is registered at HM Land Registry with Title Absolute under title number NK198670 and shown outlined in red on the Plan

Information for the public to view the plan and to make comments on the plan. The plan is available for public inspection from 10.00am to 4.00pm on weekdays. The plan is available for public inspection at the following locations: The Planning Department, 1st Floor, 100, High Street, Exeter, Devon, EX1 1RN. The plan is also available for public inspection at the following locations: The Planning Department, 1st Floor, 100, High Street, Exeter, Devon, EX1 1RN. The plan is also available for public inspection at the following locations: The Planning Department, 1st Floor, 100, High Street, Exeter, Devon, EX1 1RN.



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# Tidswell Childs

THE MAKING ROOM, WINDMILL BUILDING  
 100, HIGH STREET, EXETER, DEVON, EX1 1RN  
 TEL: 01392 443344, WWW.TIDSWELLCHILD.COM

Client	Proposed new Houses
ACF Land	100, High Street, Exeter, Devon, EX1 1RN

Drawn	16	Scale	1:2500 (A4)
THE LOCATION PLAN	16	Scale	1:2500 (A4)

Project Number	15,006
LP2	E





## 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 meanings:

"Affordable Dwellings"	the Dwellings to be constructed to Design & Quality Standards on the Site as Affordable Housing 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% Rented Housing and 15% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion)]
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"><li>- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;</li><li>- The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;</li><li>- The number, location, type and size of Affordable Dwellings to be constructed on the Site;</li></ul>

- full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Rented Housing;
- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme including details of how the Recycling Obligation will be complied with and secured

"Affordable Rented  
Dwellings"

Dwellings to be let by a Registered Provider with an appropriate agreement with the HCA 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 or as otherwise agreed with the Council in writing

"Approved Affordable  
Housing Scheme"

the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing

"Complete"

a stage of construction such that a Dwelling has a complete roof and all windows and external doors installed and where further works do not ordinarily amount to "development" for the purposes of section 55(1) of the Act and "Complete" and "Completed" shall be construed accordingly.

"Design & Quality Standards"

The Level One Space Standards as specified by the Homes and Communities Agency or its successor or such other construction standards as may be agreed between the Owner and the Council

"Eligible Household"

A person or persons in need of accommodation who are unable to rent or buy on the local open market determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council

"HCA"	the Homes & Communities Agency or it's successor body or other appropriate body as the Council may nominate
"Intermediate Dwellings"	Dwellings for sale at prices below local 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 Shared Ownership Dwellings and Intermediate Rented Dwellings as agreed by the Council
"Intermediate Rented Dwellings"	Dwellings at rents below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area) as determined by the Council
"Provider"	<p>[either]:</p> <p>(i) a Registered Provider; 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, the HCA or any other public body or successor body towards the provision of Affordable Housing
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
"Rented Housing"	one or more of Affordable Rented Dwellings as agreed with the Council

“Shared Equity Dwellings”	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)
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“Shared Ownership Dwellings”	Dwellings purchased on a Shared Ownership Lease
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“Shared Ownership Lease”	<p>a lease in a form approved by the HCA or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"> <li>- not more than 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</li> <li>- power to the purchaser to increase their ownership up to 100% if they so wish</li> <li>- an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the HCA</li> </ul>
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The Owner hereby covenants with the Council as follows:

- 1.1 Not to Commence or allow Commencement of the Development until the Affordable Housing Scheme has been submitted to and approved by the Council in writing
- 1.2 Not to Occupy or allow Occupation of the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE



THAT where the Council agrees that the Affordable Dwellings are not to be transferred this obligation shall not apply

- 1.3 Not to construct or procure the construction operation or provision of the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 1.4 Not to Occupy or allow Occupation of more than 50% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Complete and have been transferred to the approved Provider (or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the following terms:
  - a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
  - b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
  - c) with the benefit of all necessary easements, rights and utilities; and
  - d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council the registration of a restriction to secure compliance with the Recycling Obligation
  - e) any transfer shall contain provisions that will ensure that the Affordable Rented Dwellings are let in accordance with the Local Lettings Policy set out in Part 2 to this Second Schedule
- 1.5 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 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;
  - 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 or 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

## **Part 2**

### **Local Lettings Policy**

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

The Owner hereby covenants with the Council as follows:

That 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 Parishes of Spixworth and Sprowston;
- (ii) If there is no suitable person in paragraph (i) allocations will be made to people who work in the Parishes of Spixworth and Sprowston
- (iii) If there are no suitable persons in paragraphs (i) and (ii) allocations will be made to people who need to move to the Parishes of Spixworth and Sprowston 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

### THIRD SCHEDULE

#### Open Space

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

"Management Company"	Means a company to be set up for the purposes of managing and maintaining the Open Space Land
"Nominated Body"	Means one of the following as determined by the Council: <ul style="list-style-type: none"><li>a) The Council</li><li>b) the town or parish council for the area within which the Site is located</li><li>c) such other body as the Council may elect as being responsible for maintenance of the Open Space</li><li>d) the Management Company</li></ul>
"Open Space Contribution"	A sum in lieu of any deficiency in the amount of the Open Space Land being provided as part of the Development compared to that required in accordance with the Councils planning policy current at the date of this Deed such sum to be calculated in accordance with the formula set out in the table at the Sixth Schedule to this Deed and to be increased by the Inflation Provision
"Open Space Land"	Land to be provided within the Site in a location or locations to be agreed with the Council and to be set aside and to be used as public open space and laid out in accordance with the On Site Open Space Works Scheme
"On Site Open Space Maintenance Contribution"	A sum to be calculated in accordance with the formula set out in the table at the Sixth Schedule to this Deed such sum to be increased by the Inflation Provision
"On Site Open Space Works Scheme"	A scheme including plans drawings and specifications showing but not limited to the layout and design of the Open Space Land including details of any proposed play areas and equipment landscaping paths and access arrangements, street furniture and fencing together with details of the proposed permanent Open Space Land management regime



"Standard Terms"

- (a) The Open Space land 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
- (e) Vacant possession to be given

"Unencumbered"

Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space Land as public open space

The Owner hereby covenants with the Council

1. Open Space
  - 1.1 Not to Commence or allow Commencement of Development unless and until the extent and location of the Open Space Land Unencumbered has been agreed with the Council and the On Site Open Space Works 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 75% Dwellings unless and until the Open Space Land Unencumbered has first been provided in accordance with the approved On Site Open Space Works Scheme to the written satisfaction of the Council
  - 1.3 to thereafter maintain the Open Space Land Unencumbered to a standard suitable for use by members of the public as approved by the Council for a period of 12 months or until such time as the Open Space Land has been transferred in accordance with the provisions contained herein
  - 1.4 Not to Occupy or allow Occupation of the 50% Dwelling comprised in the Development unless and until it has served upon the Council a notice requesting confirmation by the Council of the Nominated Body
  - 1.5 In the event that the Management Company is the Nominated Body not to Occupy or allow Occupation of the 75% Dwelling 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 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 the 80% Dwelling comprised on the Site unless and until the Open Space Land has been transferred to the Nominated Body on the Standard Terms and the On Site Open Space Maintenance Contribution has been paid to the Council

PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Open Space Land unless it has been provided in strict accordance with the On Site Open Space Works Scheme

2. Open Space Contribution

- 2.1 Not to Occupy or allow Occupation of the any Dwelling on the Site unless and until the Open Space Contribution has been paid to the Council.

## FOURTH SCHEDULE

### Green Infrastructure

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

"Green Infrastructure Contribution"	A payment for Green Infrastructure as defined in the Council's Recreational Provisions Supplementary Planning Document such sum to be calculated in accordance with the formula set out in the table at the Sixth Schedule to this Deed and to be increased by the Inflation Provision
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The Owner hereby covenants with the Council

- 1.1 Not to Occupy or allow Occupation more than 6 Open Market Dwellings on the Site unless and until the Green Infrastructure Contribution has been paid to the Council.

**FIFTH SCHEDULE**  
**Council's Covenants**

**1. REPAYMENT OF CONTRIBUTIONS**

- 1.1 Not to use the Open Space Contribution (or any interest accrued) for any purpose other than for the provision and maintenance of open space in the Parishes of Spixworth and Sprowston
- 1.2 To repay with any interest accrued to the Owner such amount of the Open Space Contribution which has not been committed (by way of expenditure of the monies or by way of contract) within five years of the date of receipt by the Council of such payments or where payments are made in instalments within five years of receipt of the final instalment.
- 1.3 To repay with any interest accrued to the Owner such amount of the Green Infrastructure Contribution which has not been committed (by way of expenditure of the monies or by way of contract) within ten years of the date of receipt by the Council of such payments or where payments are made in instalments within ten years of receipt of the final instalment.
- 1.4 The Council shall within 28 days of written request provide to the Owner details of the expenditure of the Open Space Contribution and the Green Infrastructure Contribution.

**2. OPEN SPACE**

- 2.1 The Council shall within three months of receipt of the notice referred to at paragraph 1.4 of the Third Schedule or within three months of Occupation of 50% of the Dwellings (whichever is the later) confirm the Nominated Body.
- 2.2 In the event of failure by the Council to nominate the Nominated Body in accordance with paragraph 2.1 above the Nominated Body shall be the Management Company
- 2.3 to pay the On Site Open Space Maintenance Contribution to the Nominated Body within 28 days of receipt

**3. MISCELLANEOUS**

- 3.1 To hold any sums it receives pursuant to the obligations set out in this Deed in an interest bearing account.
- 3.2 To apply any financial contributions paid together with any interest accrued under this Deed wholly and exclusively for the purposes for which the contributions were paid.



## SIXTH SCHEDULE

### TABLE OF OPEN SPACE AND GREEN INFRASTRUCTURE CONTRIBUTIONS

#### OFF SITE – Open Space contributions

Table 1 – Cost per dwelling for Open Space land purchase (where required)

Land purchase					
Property	Sports	Play	Green Infrastr ucture	Allotments	Total
1 bed	£252	£51	£600	£24	£927
2 bed	£336	£68	£800	£32	£1,236
3 bed	£420	£85	£1,000	£40	£1,545
4 bed	£504	£102	£1,200	£48	£1,854
5 + bed	£588	£119	£1,400	£56	£2,163

Table 2 – Cost per dwelling for equipping open space (where required)

Equipping					
Property	Sports	Play	Green Infrastructure	allotments	Total
1 bed	£288	£89	£429	£15	£821
2 bed	£385	£119	£572	£19	£1,095

3 bed	£481	£148	£715	£24	£1,368
4 bed	£577	£178	£858	£29	£1,642
5+ bed	£674	£207	£1001	£34	£1,916

Table 3 – Cost per dwelling for maintenance of open space (where required)

Maintenance				
Property	Sports	Play	Green infrastructure	Total
1 bed	£303	£30	£253	£586
2 bed	£404	£41	£338	£783
3 bed	£504	£51	£422	£977
4 bed	£605	£61	£506	£1,172
5+ bed	£707	£72	£591	£1,370

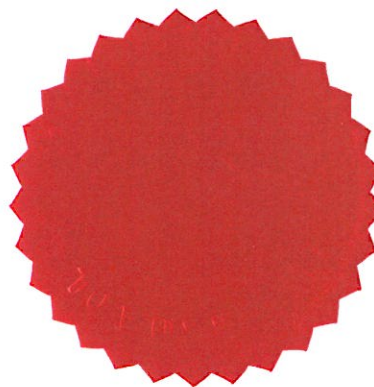
### On-site Maintenance contributions

Table 1 – Cost per dwelling for maintenance of On-site open space

Maintenance				
Property	Sports	Play	On-site Open Space / Green Infrastructure	Total
1 bed	£303	£30	£253	£586
2 bed	£404	£41	£338	£783
3 bed	£504	£51	£422	£977
4 bed	£605	£61	£506	£1,172
5+ bed	£707	£72	£591	£1,370

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: )



  
**CHIEF EXECUTIVE**  
Authorised Signatory:

Signed as a deed by :  
**AGF Land Limited** acting by:

Signature (Director):



Signature (Secretary/Director):



