

Dated 26th April 2021

Broadland District Council

-and-

Norfolk County Council

-and-

W R & P J Tann Limited

-and-

Larkfleet Limited

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

relating to land to the south of
Smee Lane, Postwick, Norfolk

THIS DEED is dated

26th April

2021

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU (referred to as "**the Council**")
- (2) **NORFOLK COUNTY COUNCIL**, County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH (referred to as "**the County**")
- (3) **W R & P J TANN LIMITED** (company registration number: 3381278) of Faiers House, Gilfray Road, Diss IP22 4WR (referred to as "**the Owner**")
- (4) **LARKFLEET LIMITED** (company registration number: 03520125) whose registered office is at Larkfleet House, Falcon Way, Southfields Business Park, Bourne, Lincolnshire PE10 0FF (referred to as "**the Developer**")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the purposes of this Deed for the area within which the Site is located.
- (B) The County is a local planning authority, the local highway authority and the education authority for the County of Norfolk.
- (C) The Developer has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (D) The Owner owns the freehold of the Site.
- (E) The Developer has an option to purchase the Site by virtue of a deed of assignment ("the assignment") dated 31 March 2018 and made between Ifield Estates Limited (1) and the Developer (2) whereby the rights and obligations conferred upon Ifield Estates Limited by the Owner and others by an option agreement dated 8 February 2006 and subsequently varied (as recited in the assignment) were assigned to the Developer.

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended.
Chargee	Any mortgagee or chargee of the Registered Provider or any Affordable Housing Unit or any receiver (including an administrative receiver, any fixed charge receiver and/or any receiver appointed under the Law of Property Act 1925) or any 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 or any administrator (including but not limited to a "Housing Administrator" as defined in Section 95 of the Housing and Planning Act 2016) howsoever appointed or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any persons deriving title from the above.
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except (for the purposes of this Deed only) operations consisting of:</p> <ul style="list-style-type: none"> • site clearance; • diversion and laying of services; • demolition; • archaeological investigations; • ground surveys; • removal of contamination or other adverse ground conditions; • erection of temporary fences; • temporary display of site notices and/or

	<p>advertisements or hoardings;</p> <p>and 'Commence' and 'Commenced' will be construed accordingly.</p>
Development	The Development of the Site in accordance with the Permission.
Dwelling	A dwelling to be built on the Site as part of the Development to include both Open Market Dwelling and Affordable Dwelling.
Index Linked	Index linked from 20 th May 2020 until the date any payment referred to in this Deed is made, such index linking being equivalent to any change in the RICS Building Cost Information Service All In Tender Index (but in relation to Schedule 4 (Travel Plan) the index being the Retail Price Index (All Items) published by the Office for National Statistics) or if such indices cease to be published, another index notified to the Owner by the Nominated Officer.
Nominated Officer	The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner.
Occupation	<p>Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <ul style="list-style-type: none"> • construction; • internal and external refurbishment; • decoration; • fitting-out; • marketing or display; or • in relation to security operations. <p>and 'Occupy' and 'Occupied' will be construed accordingly.</p>

Permission	<p>The hybrid planning permission to be granted by the Council as follows:</p> <p>(a) outline planning permission for the erection of up to 205 Dwellings with associated infrastructure, public open space and 2ha site for the following range of uses: primary school (D1); crèche, community hall, day nursery (D1); outdoor/indoor sports facilities (D2); a continuing care retirement community (CCRC), nursing home care facilities (C2); and</p> <p>(b) full planning permission for the erection of 315 Dwellings, accesses, and associated works and allocated Council reference number 20181601 which shall be substantially in the form of the draft decision notice appended to this Deed.</p>
Phase	<p>A phase of the Development as shown on Plan 2 numbered "L---/PHASE/01" Revision F submitted to and approved by the Council (or such other plan or plans as the Council may agree) and being Phase 1, Phase 2, Phase 3, and Phase 4 respectively and 'Phases' and 'relevant Phase' will be construed accordingly.</p>
Plan	<p>The plan attached to this Deed detailing the Site location.</p>
Plan 2	<p>Means the plan attached to this Deed detailing the Phases of the Development and numbered "L---/PHASE/01" Revision F.</p>
Section 73 Consent	<p>A planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to section 73 of the Act was granted subject to.</p>

Site	The land known as land to the south of Smee Lane, Postwick, Norfolk shown edged red on the Plan and registered at H M Land Registry under title number NK205303 excepting those areas recorded in the charges register of that title as affected by the County's power of compulsory purchase conferred by Statutory Instrument 2015 No 1347 and excepting any areas comprised in the public highway or which fall outside of title number NK205303.
Trigger	Means the date of Commencement of the Development and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act and, to the extent that it does not contain planning obligations, under Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, and all other enabling powers.
- 2.2 The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Council and the County and relate to the Site.
- 2.3 Covenants given by more than one party can be enforced against them individually or jointly unless otherwise stated in this Deed and subject in particular to clauses 6.1 and 6.3.
- 2.4 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.
- 2.5 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.

- 2.6 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County the successors to their respective statutory functions.
- 2.7 Representatives of the Council may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided that:
- 2.8.1 they do not enter any individual Dwelling; and
- 2.8.2 they adhere to all reasonable health and safety requirements.

3. CONDITIONALITY

This Deed is conditional upon:

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

Save for the provisions of this clause, clauses 6.4 (Legal Costs), 7 (Disputes), 8 (Notifications) and 9 (Developer Consent) and any obligation to perform a specified matter prior to Commencement of Development, which shall come into effect immediately on completion of this Deed.

4 COVENANTS

- 4.1 The Owner covenants with the Council and the County 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 covenant with the Owner to comply with their respective requirements contained in this Deed.

5 USE OF CONTRIBUTIONS INDEXATION AND INTEREST

- 5.1 In this clause "Payee Authority" means, in relation to a contribution or other payment to be made under this Deed (and any associated indexation and interest):
- (a) the Council where the contribution or other payment is to be made to the

Council; and

(b) the County where the contribution or other payment is to be made to the County.

- 5.2 The matters referred to in this Deed for which contributions are required may at the Payee Authority's absolute discretion be commenced or provided (in whole or in part) at any time after the date of this Deed even if payment of the relevant contribution may not have become due.
- 5.3 If the matters have been commenced or provided prior to the due date for payment of the relevant contribution then the payment will be regarded as a reimbursement of the costs incurred in providing the improvement.
- 5.4 Nothing in this Deed binds the Owner to pay:
- 5.4.1 any contribution before the date on which it is due under the Schedules; or
 - 5.4.2 any contribution at all if the relevant due date is not reached; or
 - 5.4.3 any greater contribution than provided in the relevant Schedule.
- 5.5 The Payee Authority is entitled to use all interest accrued on each contribution specified in the Schedules from the date of actual payment of the contribution until the date when the contribution is spent.
- 5.6 The contributions specified in the Schedules are to be Index Linked (except the contributions specified in Schedule 2 (Open Space) which are to be subject to Inflation Provision as set out in that Schedule).
- 5.7 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
- 5.7.1 the contributions are a debt due to the Payee Authority and are recoverable by action by the Payee Authority; and
 - 5.7.2 are liable to interest calculated on a daily basis at a rate of 4 percent over the bank rate as set by the Bank of England in force from time to time from the due date for payment until the actual date of payment.
- 5.8 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 5.9 Any money from time to time held by the Payee Authority in respect of any payment made to the Payee Authority by the Owner under the provisions of this

Deed will in any event become the absolute property of the Payee Authority and will not be subject to return by the Payee Authority to the party who made that payment if that party:

5.9.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it; or

5.9.2 passes a winding-up resolution or an administrative receiver or a receiver and manager is appointed in respect of the property (or any part thereof) belonging to that party; or

5.9.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Payee Authority under the terms of this Deed.

5.10 The Payee Authority may spend part of each contribution specified in the Schedules on reasonable legal costs and disbursements which are supplemental to or incurred in connection with the spending of the said contribution in accordance with the relevant Schedule.

6. OTHER PROVISIONS

6.1 No person will be liable for any breach of this Deed if it no longer has an interest in the Site or an interest in the Phase, Sub-Phase, or part of the Site in respect of which such breach occurs (unless the breach occurred before it disposed of its interest).

6.2 The Owner confirms that it is the owner of the Site with full power to enter into this Deed and that there is no person or body (other than the Developer) with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.

6.3 Save for the obligations in respect of Schedule 1, which shall continue to be binding and enforceable against a Registered Provider and/or Chargee and/or any tenant(s), occupier(s) and/ or purchaser(s) of any Affordable Housing Unit(s) and/or their Chargee and any successor(s) in title to the same, subject to the provisions contained herein the covenants, restrictions and requirements contained in this Deed shall not be binding upon or enforceable against:

- (a) any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of utilities including electricity, gas, water, drainage or telecommunication services;
- (b) the Owner or any successor or successors in title after it has disposed of its interest in the Site or any Phase, Sub-Phase or part of the Site in respect of which a breach occurs but not so as to release the Owner from any antecedent breach, non-performance or non-observance of its obligations in respect of that interest in the Site;
- (c) any mortgagee and/or chargee of the Site unless such mortgagee and/or chargee has taken possession of the Site (or any part of the Site) when it will be bound by the obligations of the Owner as if it were a person deriving title from the Owner; and/or
- (d) individual purchasers, lessees, tenants, or occupiers of the Market Dwellings including their mortgagees, chargees or any administrator, receiver, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or any person appointed under any security documentation by such mortgagee or chargee (or any person deriving title through such persons) and any successors in title to such persons.

6.4 On completion the Developer will pay the Council's and the County's reasonable legal costs in connection with this Deed.

6.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.

6.7 No waiver, express or implied, by the Council or County of any breach or failure

to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Council or the County from enforcing any of the provisions in this Deed.

- 6.8 Where the provisions of this Deed define or refer to any matter by way of a specified percentage and calculation of that percentage does not produce a whole number then:
- 6.8.1 a number ending in .5 or greater is to be rounded up to the nearest whole number; and
- 6.8.2 a number ending in less than .5 is to be rounded down to the nearest whole number.
- 6.9 If the Permission is quashed revoked or expires before Commencement of the Development then, save for clause 6.4, this Deed will cease to have effect (insofar only as it has not already been complied with).
- 6.10 Subject to clause 6.11, nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 6.11 If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this Deed shall also apply to the new planning permission resulting from such application if so agreed by the Council and the County (acting in their absolute discretion).
- 6.12 This Deed is registrable as a local land charge.
- 6.13 Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner or the Developer, cancel all relevant entries contained in the Register of Local Land Charges.
- 6.14 An agreement, approval, consent or expression of satisfaction required by the Owner or Developer from the Council or the County under the terms of this Deed must be given in writing and shall not be unreasonably withheld or delayed.
- 6.15 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this Deed has been dated.

- 6.16 Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council or the County in the exercise of any of their functions as local authority.

7. DISPUTES

- 7.1 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.
- 7.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his functions. The fresh appointee is to be appointed in the manner prescribed in this clause 7.
- 7.3 The expert is to make his decision within 6 weeks of being appointed.
- 7.4 The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs.
- 7.5 Nothing in this clause 7 will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

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.
- 8.2 The Owner will notify the Nominated Officer and the County in writing of the relevant:
- 8.2.1 anticipated Triggers seven days in advance of each anticipated date; and
- 8.2.2 actual Triggers within seven days of each actual date.
- 8.3 If the Owner disposes of its interest in all or part of the Site it will notify the Nominated Officer and the County 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. DEVELOPER OBLIGATIONS

The Developer agrees that its interest in the Site is subject to and bound by the obligations contained in this Deed.

10. JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England.

SCHEDULE 1

AFFORDABLE HOUSING

PART 1

AFFORDABLE HOUSING PROVISION

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

"Affordable Dwellings"	the Dwellings to be constructed on the Site or a Phase of it to a standard agreed with the Council (acting reasonably and such agreement not to be unreasonably withheld or delayed) in its absolute discretion as Affordable Housing in accordance with the Affordable Housing Scheme and "Affordable Dwelling" shall be construed accordingly.
"Affordable Housing"	the Intermediate Housing and Affordable Housing for Rent to be provided to Eligible Households whose needs are not met by the market (including housing that provides a subsidised route to home ownership) and which complies with one or more of the definitions of affordable housing in Annex 2 of the NPPF or any replacement or amendment thereof unless other types of affordable housing are agreed in writing by the Council.
"Affordable Housing Mix"	65% Affordable Housing for Rent and 35% Intermediate Housing (or as otherwise agreed by the Council (acting reasonably and such agreement not to be unreasonably withheld or delayed) in its absolute discretion to be provided across the Site and in respect of Phases 1 and 2 of the Development the Affordable Housing Mixes shown

		on the Affordable Housing Plan annexed hereto with subsequent Phases to be agreed by the Council.
"Affordable Housing Plan"		means the plan annexed to this Deed marked L---/AFF/01 A showing the layout and Affordable Housing Mix for the provision of the Affordable Housing across Phases 1 and 2 of the Development unless otherwise agreed in writing with the Council.
"Affordable Housing Provision"		the construction and provision of Affordable Dwellings across the Site equating to 28% of the total number of Dwellings on the Site (or such other percentage as the Council may agree (acting reasonably and such agreement not to be unreasonably withheld or delayed) PROVIDED ALWAYS THAT any variation of the Affordable Housing Provision on a Phase shall not result in any increase in the required Affordable Housing Provision on any other Phase) in its absolute discretion in accordance with the Affordable Housing Mix and in respect of Phases 1 and 2 the Affordable Housing Provision shall be as shown on the Affordable Housing Plan.
"Affordable Housing Scheme"		<p>a scheme for each Phase of the Development securing the delivery of the Affordable Housing Provision on that Phase and specifying the following:</p> <ul style="list-style-type: none"> • The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings on that Phase or Sub-Phase (as the case may be); • Full details of the design of the Affordable Dwellings on that Phase(s) or Sub-Phase(s) (as the case may be); • The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable

	<p>Dwellings will be secured as Affordable Housing in perpetuity on that Phase(s) or Sub-Phase(s) (as the case may be);</p> <ul style="list-style-type: none"> • The number, location, type and size of Affordable Dwellings to be constructed on that Phase(s) or Sub-Phase(s) (as the case may be) of the Site Provided That the Affordable Dwellings on Phases 1 and 2 shall be in accordance with the Affordable Housing Plan; • 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. <p>PROVIDED ALWAYS THAT the Affordable Housing Provision shall be distributed across the Phases of the Development.</p>
"Affordable Housing for Rent"	<p>those Affordable Dwellings which meet the conditions set out in the definition of "Affordable Housing for rent" in Annex 2 of the NPPF, let by a Registered Provider with an appropriate agreement with Homes England 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 and shall not exceed, on commencement of each tenancy, the local housing allowance for that area or as otherwise agreed with the Council in writing AND for the avoidance of doubt this includes Intermediate Rented Dwellings where the Council in its discretion determines this is an appropriate tenure.</p>
"Approved Affordable Housing Scheme"	<p>the Affordable Housing Scheme or schemes for each Phase or Sub-Phase of the Development approved by the</p>

	Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing which provide for the distribution and construction of the Affordable Housing across the Site.
"Dwellings"	the Affordable Dwellings and Open Market Dwellings to be constructed on the Site and any Phase or Sub-Phase of it.
"Eligible Household"	a person or persons in need of accommodation who are unable to rent or buy on the local open market nominated by the Council in accordance with Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a Shared Ownership Housing dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion.
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate.
"Intermediate Housing"	one or more of, Shared Ownership Housing, Shared Equity Housing, Rent to Buy, or other low cost homes for sale (at a price equivalent to at least 20% below local market value) that Eligible Households can afford as determined by the Council acting reasonably (or as otherwise agreed by the Council in writing).
Intermediate Rented Dwellings	Dwellings at rents above those of Social Rented Dwellings but 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.
"NPPF"	the National Planning Policy Framework published in February 2019.
"Open Market Dwelling"	any dwelling constructed as part of the Development which is not an Affordable Dwelling.
"Open Market Value"	means the best price at which the sale of an interest in a Dwelling (other than an Affordable Dwelling) would have been completed unconditionally for cash consideration on the date of valuation assuming: (i) a willing buyer and a willing seller; (ii) any restrictions imposed on a Dwelling by this Deed are disregarded; (iii) there has been a reasonable period within which to negotiate the sale; (iv) the Dwelling has been freely exposed to the market; and (v) both the buyer and the seller acted knowledgeably, prudently and without compulsion.
"Practically Complete"	means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically Completed" shall be construed accordingly.
"Provider"	either: (i) a Registered Provider; or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council.

"Public Subsidy"	funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing.
"Recycling Obligation"	an obligation to use the net proceeds from the acquisition of any share or interest in an Affordable Dwelling by an Eligible Household towards alternative Affordable Housing provision.
"Registered Provider"	is as defined in the Housing and Regeneration Act 2008.
"Rent to Buy"	means Affordable Dwellings rented for a minimum period of five years at not more than 80 percent of market rent with an option to purchase for the existing tenant following that period.
"Shared Equity Housing"	means 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).
"Shared Ownership Housing"	Dwellings purchased on a Shared Ownership Lease.
"Shared Ownership Lease"	a lease in a form approved by Homes England or where there is no such lease in a form approved by the Council such lease to provide for the following:

	<ul style="list-style-type: none"> • not more than 75% and not less than 10% 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; • 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 Homes England.
"Social Rented Dwellings"	Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent.
"Sub Phase"	means an area (or area(s) as the case may be) of Phase 2 of the Development to be determined by the Developer at their sole discretion as notified to the Council by reference to a plan and "Sub-Phase" and 'relevant Sub-Phase' will be construed accordingly.
"Target Rent"	the rent for Social Rented Dwellings as determined by the national rent regime published by Homes England or any subsequent replacement or where there is no such replacement at a rent determined by the Council.

The Owner hereby covenants with the Council as follows:

1.1 Not to Commence the Development on any Phase or Sub-Phase; unless:

1.1.1 The Affordable Housing Scheme in respect of the relevant Phase (save for the identity of the Provider and timetable for provision of the Affordable Dwellings)

has been submitted as part of the application for reserved matters approval related to the Permission and has been reasonably approved by the Council in writing for that Phase or Sub-Phase (acting reasonably and such consent not to be unreasonably withheld or delayed) and **PROVIDED THAT** nothing in the Affordable Housing Scheme shall be construed as being inconsistent with the Planning Permission.

- 1.1.2 The identity of the Provider and the timetable for provision of the Affordable Dwellings for that Phase or Sub-Phase has been approved by the Council as part of the Approved Affordable Housing Scheme for that Phase or Sub-Phase.
- 1.2 Not to Occupy more than 30% of the Open Market Dwellings in a Phase or Sub-Phase until an exchanged unconditional contract for the sale of the Affordable Dwellings to be provided in that Phase or Sub-Phase to a Provider has been supplied to the Council and not to Occupy more than 70% of the Open Market Dwellings on that Phase or Sub-Phase until the relevant Affordable Dwellings in that Phase or Sub-Phase have been transferred to a Provider and/or individual purchaser(s) (as the case may be) **SAVE THAT** where the Council agrees that the Affordable Dwellings are not to be transferred or are to be disposed of to owner-occupiers, this obligation shall not apply.
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme(s) and the timescales and details set out therein for the relevant Phase or Sub-Phase (as the case may be).
- 1.4 Not to offer for sale any Intermediate Housing Dwelling (other than a Shared Ownership Housing Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing Dwellings.
- 1.5 Any transfer to the approved Provider in respect of the relevant Phase (or individual owner-occupiers where appropriate and set out in the Affordable Housing Scheme in respect of the relevant Phase, or where no transfer is

required their ongoing provision has been secured) shall be 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 including rights of way, drainage and use, repair and renewal of services and utilities; and
- d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme in respect of the relevant Phase including where specifically requested by the Council, the registration of a restriction to secure compliance with the Recycling Obligation.

1.6 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Lettings and Nominations).

1.7 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme(s) in respect of the relevant Phase PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:

1.7.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;

- 1.7.2 an Eligible Household which 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 Housing Dwelling;
- 1.7.3 the provisions of this Schedule shall not be binding on 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 any Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it 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 relevant 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 relevant Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
 - b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings.
- 1.7.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.7 (including their successors in title).

PART 2

LOCAL LETTINGS AND NOMINATIONS

1. In respect of each Phase up to one third (or other such amount as the Council shall reasonably require) of the Affordable Housing for Rent (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 persons living in the parish of Postwick with Witton.
 - 1.2 If there is no suitable person conforming with paragraph 1.1, allocations will be made to persons working in the parish of Postwick with Witton.
 - 1.3 If there is no suitable person conforming with paragraphs 1.1 or 1.2, allocations will be made to persons who can demonstrate a substantive need to move to the parish of Postwick with Witton.
 - 1.4. If there is no suitable person conforming with paragraphs 1.1, 1.2 or 1.3, allocations will be made to persons living in the administrative area of the Council in accordance with the Council's policies relating to housing allocation or, where no such persons are available, to an Eligible Household approved by the Council.
2. To grant to the Council nomination rights to 100% of the Affordable Housing for Rent unless otherwise agreed in writing.

SCHEDULE 2

OPEN SPACE

PART 1 OWNER OBLIGATIONS

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

"Approved Open Space Scheme" the Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing PROVIDED THAT this does not preclude the submission of individual schemes for approval for the provision of Open Space on each Phase or Sub-Phase of the Development.

"Inflation Provision" the increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Deed (or if such index ceases to be published such other index as the Council shall reasonably determine).

"Green Infrastructure Contribution" means that part of an Off-Site Open Space Contribution and/or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as identified in the Council's Green Infrastructure Plan which may be apportioned between the Phases and/or Sub-Phases of the Development if applicable.

"Landscape Masterplan"	means the plan annexed to this Deed indicatively showing the proposed layout and distribution of the Open Space across the Phases of the Development unless otherwise agreed in writing with the Council.
"Management Company"	a company or companies to be set up for the purposes of managing and maintaining the Open Space in perpetuity on the Development or any Phase or Sub-Phase of it.
"Nominated Body"	<p>one of the following as determined by the Council:</p> <ul style="list-style-type: none"> a) the town or parish council for the area within which the Site is located; b) the Management Company; or c) such other body as the Council may elect as being responsible for maintenance of the Open Space on the Development or any Phase or Sub-Phase of it.
"Off-Site Open Space Contribution"	<p>a sum in lieu of a deficiency in the amount or type of Open Space being provided on the Development or any Phase or Sub-Phase of it compared to that required in accordance with the Council's current Open Space Provisions at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision and applied towards the provision, improvement and maintenance of children's play facilities, formal recreation facilities and allotments serving the occupiers of the Development (either alone or alongside other persons) in the parish of Great and Little Plumstead, Thorpe St Andrew and Postwick with Witton and the provision, improvement and maintenance of green infrastructure as identified in the Council's Green Infrastructure Plan and such</p>

	Contribution to be apportioned between the Open Space provided on the Development or any Phase or Sub-Phase of it as may be applicable.
"Open Space"	means the land within the Development to be set aside and used as public open space which may include areas for sports, play, allotments, green infrastructure and other recreational facilities in line with Open Space Provisions and as indicatively shown on the Landscape Masterplan.
"Open Space Maintenance Contribution"	a financial contribution towards the repair and maintenance of Open Space within the Site to be calculated in respect of the Open Space provided on each Phase of the Development in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision.
"Open Space Phase Requirement"	the Open Space to be provided by a Phase of the Development, calculated in accordance with Part 4 of this Schedule and which shall be generally in line with the Landscape Masterplan unless otherwise agreed in writing with the Council.
"Open Space Provisions"	means: <ul style="list-style-type: none"> a) the policies contained in the Council's Development Management Development Plan Document including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities; b) the Council's Recreational Provision in Residential Development Supplementary Planning Document (including its Technical Appendix); and

c) such amendments or revisions to, or replacements of, the above policies and documents as the Council may specify.

“Open Space Scheme” a scheme (or schemes) by Phase(s) securing (subject to paragraph 1 of this part of this Schedule) the provision of Open Space across the Site calculated in accordance with Part 4 of this Schedule as provided below and generally in line with the Landscape Masterplan and containing:

- full details of the amount of sport, play, allotment and green infrastructure provision to be provided in line with the Open Space Provisions on the Development or any Phase or Sub-Phase of it;
- the extent, location and boundaries of the Open Space on the Development or any Phase or Sub-Phase of it;
- details of the design and layout of the Open Space all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications on the Development or any Phase or Sub-Phase of it;
- details of the ongoing management and maintenance of the Open Space including whether a Management Company is proposed as the Nominated Body on the Development or any Phase or Sub-Phase of it;
- such other information as the Council may reasonably require to enable approval of the Open Space Scheme(s) on the Development

Sports Open Space	<p>or any Phase or Sub-Phase of it.</p> <p>means the land to be set aside and used as public open space for sports (if applicable) on the Development or any Phase or Sub-Phase of it.</p>
Standard Terms	<p>in accordance with the reasonable requirements of the Council in consultation with the Nominated Body to include:</p> <ul style="list-style-type: none"> • the transfer of the freehold estate of the Open Space Unencumbered with full title guarantee; • for a sum not exceeding £1 (one pound); • with the benefit of all necessary rights and easements and with vacant possession; • subject to a restriction on the future use of the Open Space for recreational and amenity purposes by the general public; • an obligation to maintain the Open Space to a standard suitable for use by members of the public; • a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owner.
"Unencumbered"	<p>means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space Land as public open space and all encumbrances which might result in additional cost or liability to the Nominated Body not normally associated with the use of the land for recreational and amenity purposes by the general public.</p>

1. OPEN SPACE SCHEME AND OFF-SITE OPEN SPACE CONTRIBUTIONS

1.1 The Open Space Scheme(s) must, in relation to any Phase, secure the provision of all of the relevant Open Space Phase Requirement unless:

- a) the area of the Sports Open Space comprised in the relevant Open Space Phase Requirement, taken together with any Sports Open Space to be provided under the Open Space Scheme for any earlier Phase, would exceed 1 hectare and the Nominated Officer determines that an Off-Site Open Space Contribution is to be paid in lieu of the amount of Sports Open Space in excess of 1 hectare; or
- b) in relation to any other element of the Open Space Phase Requirement, the Nominated Officer and the Owner agree that an Off-Site Open Space Contribution is to be paid in lieu of that element.

1.2 The Open Space Scheme submitted to the Council pursuant to paragraph 2.1 in relation to any Phase may, at the Owners discretion, propose the provision of Open Space on the Site in excess of the relevant Open Space Phase Requirement ("the Excess Open Space") and if the Council agrees to this then:

- a) the Excess Open Space shall be included in the Approved Open Space Scheme for the relevant Phase and provided accordingly in compliance with paragraph 3; and
- b) the Excess Open Space shall be subtracted from the Open Space Phase Requirement for such subsequent Phase as the Nominated Officer shall determine.

2. OPEN SPACE PROVISION

The Owner hereby covenants with the Council as follows:

- 2.1 Not to Commence the Development on any Phase until the Open Space Scheme in relation to that Phase has been submitted to and approved in writing by the Nominated Officer.
- 2.2 Where, in relation to a Phase, the Nominated Officer has agreed or determined pursuant to paragraph 1 that an Off-Site Open Space Contribution is to be paid in lieu of an element of the Open Space Phase Requirement, to pay the Off-Site Open Space Contribution in respect of that Phase prior to the first Occupation of any Dwelling within that Phase.

3. ON-SITE OPEN SPACE

Where Open Space is to be provided within a Phase under the Approved Open Space Scheme for that Phase, the Owner hereby covenants with the Council in relation to that Phase:

- 3.1 To lay out and provide the Open Space in accordance with the Approved Open Space Scheme to the written satisfaction of the Council.
- 3.2 Not to Occupy any Dwellings in the Phase otherwise than in accordance with and subject to the timetable contained within the Approved Open Space Scheme in respect of such Phase and the conditions imposed by the Planning Permission.
- 3.3 To thereafter maintain the Open Space Unencumbered to a standard suitable for use by members of the public as approved by the Nominated Officer and not to use the Open Space for any purpose other than public recreation and amenity land for the general public.
- 3.4 Not to Occupy more than 80% of the Dwellings in the Phase unless:
 - a) Where a Management Company is the Nominated Body in respect of the relevant Phase:

- i) the Management Company has been created to the satisfaction of the Council; and
 - ii) the memorandum and articles of association and the form of transfer of the relevant Open Space to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council.
- b) the Open Space in respect of the relevant Phase has been provided in accordance with the Approved Open Space Scheme and transferred to the Nominated Body subject to the Standard Terms; and
- c) the Open Space Maintenance Contribution in respect of that Phase has been paid to the Council.

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

PART 2

COUNCIL OBLIGATIONS

The Council covenants with the Owner as follows:

- 1.1 The Council shall upon approval of the Open Space Scheme for each Phase of the Development confirm the Nominated Body.
- 1.2 To pay the Open Space Maintenance Contribution applicable in respect of each Phase of the Development to the Nominated Body within 28 days of receipt.
- 1.3 To hold any contribution received under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) within 5 years of receipt of the total amount of the relevant contribution (or in the case of the Green Infrastructure Contribution within 10 years of receipt) to repay the unspent balance to the payer together with any interest accrued.

PART 3

EXTRACT FROM OPEN SPACE PROVISIONS DETAILING THE COST PER DWELLING FOR THE PROVISION AND MAINTENANCE OF OPEN SPACE AS AT JANUARY 2015

Purchase of Off-Site Open Space

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

Equipping of Off-Site Open Space

Equipping					
Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£288	£89	£15	£429	£821
2 bed	£385	£119	£19	£572	£1,095
3 bed	£481	£148	£24	£715	£1,368
4 bed	£577	£178	£29	£858	£1,642
5+ bed	£674	£207	£34	£1,001	£1,916

Maintenance of Off-Site and On-Site Open Space

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

PART 4

EXTRACT FROM OPEN SPACE PROVISIONS DETAILING THE AMOUNT PER DWELLING FOR THE PROVISION OF ON-SITE OPEN SPACE

Number of bedrooms	Children's play spaces m²	Sports facilities m²	Allotments m²	Green Infrastructure m²
1 bed	5.1	25.2	2.4	60
2 bed	6.8	33.6	3.2	80
3 bed	8.5	42.0	4	100
4 bed	10.5	50.4	4.8	120
5+ bed	11.9	58.8	5.6	140

SCHEDULE 3
EDUCATION OR COMMUNITY DEVELOPMENT

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

Alternative Education/Community Development	where paragraph 1.1 b) of this Schedule applies, an alternative mixed-use development limited to one or more or all of the following uses, namely a creche, community hall, day nursery, outdoor or indoor sports facility, a continuing care retirement community and nursing home care facilities.
Conditions	the conditions imposed by or under the Permission and the conditions and requirements of any other license, permission or consent affecting the Education/Community Use Site.
Education Development	the construction and use of a primary school and ancillary facilities on the Education/Community Use Site.
Education/Community Development	means development of the Education/Community Use Site where paragraph 1.1 b) of this Schedule does not apply comprising of the Education Development.
"Education/Community Use Site"	a single parcel of Prepared and Serviced Land having an area of least 2 hectares in the location at the north-east corner of the Site indicated and marked "SITE FOR EDUCATION/COMMUNITY USE" on the drawing accompanying the application for the Permission titled "Masterplan" and numbered MP/01 Revision D and referred to as Phase 3 of the Development or such other location within Phase 3 or any Sub-Phase of Phase 3 as the County and the

Council shall approve.

"Prepared and Serviced Land" a parcel of land within the Site complying (at the Owner's expense) with the following requirements to the reasonable satisfaction of the County and the Council:

a) the land parcel has been levelled, cleared and provided with secure boundary fencing;

b) there are no physical constraints within the land parcel or elsewhere within the Site which would prevent or materially hinder the carrying out of the Education/Community Development;

c) all works required by the Conditions to protect, remove or record existing archaeological remains have been completed in accordance with the Conditions;

d) all works of decontamination and remediation required by the Conditions have been completed in accordance with the Conditions;

e) any protected species mitigation measures required by the Conditions or otherwise necessary to enable the Education/Community Development to be carried out have been satisfactorily completed;

f) all other requirements of the Conditions relating to the land parcel and the Education/Community Development have been complied with;

Standard Terms

g) any regulatory consents necessary to the Education/Community Development (save planning permission required for the provision of a primary school on the land) have been obtained;

h) connections for mains water, sewerage, gas, electricity and telecommunications appropriate to the Education/Community Development have been provided at a suitable place or places along the perimeter of the land parcel or such other locations as the County and the Council may approve;

i) the land parcel is provided with vehicular and pedestrian access to and from the highway, such access being permanent and suitable to serve the needs of the Education/Community Development; in accordance with the reasonable requirements of the Council and the County to include:

a) the transfer of the freehold estate of the Education/Community Use Site Unencumbered with full title guarantee;

b) for a sum not exceeding £1 (one pound);

c) with the benefit of all rights and easements necessary to the Education Development and with vacant possession;

d) subject to a restriction on the future use of the Education/Community Use Site to the provision of education and ancillary purposes for a period of 50

years;

e) a requirement that the County's conveyancing fees and disbursements are paid for by the Owner.

"Unencumbered"

means free from all adverse rights, interests easements, restrictions or other encumbrances which would interfere with the construction or subsequent use of the Education Development or might result in additional cost or liability to the County not normally associated with the use of land for the purposes of the Education Development.

The Owner hereby covenants with the Council as follows:

1.1 Subject to paragraph 1.2 below, if prior to the first Occupation of 300 Dwellings on Phases 1 and 2 of the Development the County serves written notice on the Owner and the Developer confirming that it wishes to construct the Education Development on the Education/Community Use Site then the Owner shall comply with the requirements of paragraph 1.3 below.

1.2 If the County does not serve notice pursuant to paragraph 1.1 of this Schedule prior to first Occupation of 300 Dwellings on Phases 1 and 2 of the Development or at any time following the grant of the Permission but prior to first Occupation of 300 Dwellings on Phases 1 and 2 of the Development notifies in writing to the Owner and the Developer that it does not intend to serve such a notice then the Owner shall comply with the provisions of paragraph 1.4 below.

1.3 Not to Occupy more than 20 Dwellings on Phase 3 of the Development (unless otherwise agreed in writing with the County) unless:-

a) it has offered to transfer the Education/Community Use Site to the County

on Standard Terms or a deed of transfer of the Education/Community Use Site has been executed by the Owner on Standard Terms and delivered to the County with unconditional authority to complete the same; or

b) the County has confirmed that it does not require the Education/Community Use Site;

and in either case all works and measures necessary for the Education/Community Use Site to constitute Prepared and Serviced Land have been carried out to the reasonable satisfaction of the Council and (unless b) above applies) the County.

- 1.4 Where the County confirms that it does not require the Education/Community Use Site the Council shall agree with the Owner to allocate the Education/Community Use Site for the Alternative Education/Community Development.
- 1.5 In the event that the Education Development has not commenced construction within 5 years of the date of completion of the transfer the County shall offer to transfer the Education/Community Use Site on the Standard Terms to the Owner Unencumbered PROVIDED THAT the County will not be required to remove or decommission any existing buildings and related works and the Owner is under no obligation to accept the offer.

SCHEDULE 4

TRAVEL PLAN

PART 1

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 Plans submitted to the County by the Owner in accordance with the conditions of the Permission for each Phase of the Development and approved by the County in writing.

“Bond Sum” means the sum of £500 per Dwelling or such other sum as the County may agree in writing being the cost of implementation of and compliance with the Approved Travel Plans for each Phase of the Development such sum to be Index Linked.

“Travel Plan” means a framework of options/measures to enable and encourage people to travel more sustainably and to reduce the need to travel being site and people specific for a Phase of the Development.

“Travel Plan Bond” means a bond for each Phase of the Development in the form annexed at Part 2 of this Schedule or a form to substantially like effect.

“Travel Plan Contribution” means the sum of £500 per Dwelling on the relevant Phase of the Development or such other sum as the County may agree in writing towards the implementation of the Travel

Plan for that Phase of the Development such sum to be Index Linked.

"Travel Plan Review Fee" means the sum of £2500 towards the monitoring by the County of the Travel Plan(s) such sum to be Index Linked.

"Travel Plan Update" means a Mode of Travel Survey or surveys prepared in consultation with the County detailing how the Approved Travel Plan(s) for each Phase of the Development have operated during the relevant period and their effectiveness.

The Owner hereby covenants with the County as follows:

1. TRAVEL PLAN

1.1 In respect of each Phase, to pay the Travel Plan Contribution for that Phase of the Development to the County prior to Occupation of the first Dwelling on that Phase towards the production, approval and on-going review of a Travel Plan for that Phase of the Development;

OR

1.2 Not to Commence the Development on a Phase until a Travel Plan for that Phase has been submitted to the County for approval as an Approved Travel Plan in accordance with the Permission and thereafter to monitor and review the Approved Travel Plan and submit a Travel Plan Update to the County on the twelve month anniversary after the date of first Occupation of that Phase of the Development and on subsequent anniversaries (or such other date as may be agreed with the County) such monitoring to continue each year until the second anniversary of final Occupation of that Phase of the Development;

1.3 If the Owner proceeds under paragraph 1.2 above not to allow first Occupation

of any Dwelling on a Phase until it has complied with paragraphs 1.3 (a) or 1.3 (b) below in respect of such Phase:

- (a) obtained and provided to the County the Travel Plan Bond with a Surety approved by the County for the Bond Sum ("the Approved Travel Plan Bond") for that Phase; or
- (b) deposited the Bond Sum with the County ("the Travel Plan Deposit") for that Phase;

1.4 If the Owner proceeds under paragraph 1.2 and either paragraph 1.3(a) or 1.3(b) above, to pay the Travel Plan Review Fee for that Phase to the County as follows:

1.4.1 prior to Occupation of the first Dwelling on a Phase (as applicable) to pay the sum of £500 (Index Linked) ("the First Payment");

1.4.2 on the anniversary of the First Payment and thereafter for the following 3 successive years on the same anniversary to pay the sum of £500 (Index Linked in each case) in respect of that Phase.

1.5 In the event that the Owner fails in the reasonable opinion of the County to perform the obligations and deliver the requirements of the Approved Travel Plan in respect of each Phase of the Development the County may serve notice on the Owner of the respective Phase confirming the actions required by the Owner of that Phase to comply with the obligations contained in this Deed ("the Performance Notice").

1.6 If after a period of 28 days the Owner of that Phase has failed in the reasonable opinion of the County to comply with the Performance Notice the County may call in the Approved Travel Plan Bond for that Phase or utilise the Travel Plan Deposit for that Phase as the case may be and carry out the requirements of the Approved Travel Plan in respect of that Phase of the

Development without further recourse to the Owner.

PART 2

TRAVEL PLAN BOND

DATED

20

- and -

BOND

in respect of

Norfolk County Council
County Hall
Martineau Lane
NORWICH, NR12 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 in paragraph 1.2 of Part 1 of Schedule 4 ("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 have been fully complied with during that preceding 12 month period by 20% and
 - b) thereafter and upon receipt of the County Council's written confirmation on the second, third and fourth anniversaries of first Occupation that the Obligations have been fully complied with during each relevant preceding 12 month period by a further 20 % on each relevant anniversary
 - c) thereafter and upon receipt of the County Council's written confirmation on the fifth anniversary of first Occupation that the Obligations have been fully complied with during the preceding 12 month period to nil
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

SCHEDULE 5

COUNCIL'S COVENANTS

The Council covenants with the Owner as follows:

- 1.1 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.2 The Council will place any Off-Site Open Space Contribution it receives in an interest bearing account and apply the same only towards the purpose for which it was paid pursuant to this Deed.
- 1.3 In the event that the Off-Site Open Space Contribution that the Council has received has not been committed (by way of contract or otherwise) to the purpose for which it was paid within 5 years of final Occupation of the relevant Phase of the Development then the Council shall repay to the person that made the payment so much of the Off-Site Open Space Contribution as shall remain uncommitted together with any interest accrued.
- 1.4 The Council shall within 28 days of reasonable written request provide to the Owner details of the expenditure of any of the contribution paid to and retained by the Council pursuant to this Deed.
- 1.5 The Council shall within one month of receipt of an Open Space Scheme submitted to the Nominated Officer pursuant to paragraph 1.1 of Part 1 of Schedule 2 confirm whether such Open Space Scheme is approved.

SCHEDULE 6

COUNTY'S COVENANTS

The County covenants with the Owner as follows:

- 1.1 In the event the Owner has opted to make a payment to the County of a Travel Plan Contribution under paragraph 1.1 of Schedule 4 the County 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.
- 1.2 In the event a Travel Plan Contribution or any part of it has not been committed (by way of a contract or by expenditure of the monies) for the purposes set out in this Deed within 5 years of final Occupation of the relevant Phase of the Development then the County will repay to the person that made the payment so much of the relevant Travel Plan Contribution as shall remain uncommitted together with any accrued interest thereon.
- 1.3 In the event that the Owner has opted to proceed under paragraphs 1.2 and 1.3(a) of Schedule 4 to notify the Owner as follows:
 - 1.3.1 Following the first anniversary of first Occupation of the relevant Phase of the Development to confirm in writing whether the Obligations have been complied with and if so the amount by which the Bond Sum is to be reduced (being 20% if the obligations have been fully complied with during that preceding 12 month period).
 - 1.3.2 Following the second, third and fourth anniversaries of first Occupation of the relevant Phase of the Development to confirm in writing whether the Obligations have been complied with and if so the amount by which the Bond Sum is to be reduced (being 20% on each anniversary if the obligations have been fully

complied with during the relevant 12 month preceding period).

1.3.3 Following the fifth anniversary of first Occupation of the relevant Phase to confirm in writing whether the Obligations have been complied with and if so the amount by which the Bond Sum is to be reduced (being 20% if the obligations have been fully complied with during that preceding 12 month period) following which the Bond Sum of the relevant Phase shall be reduced to nil and following which the Travel Plan Bond of the relevant Phase shall be formally released.

1.4 In the event that the Owner has opted to proceed under paragraphs 1.2 and 1.3(b) of Schedule 4:

1.4.1 To place the Travel Plan Deposit in an interest bearing account and apply the same towards the purpose for which it was paid pursuant to this Deed.

1.4.2 Following the first anniversary of first Occupation of the relevant Phase of the Development to confirm in writing whether the Obligations have been complied with and if so the amount by which the Travel Plan Deposit is to be reduced (being 20% if the Obligations have been fully complied with during that preceding 12 month period) which amount shall be repaid by the County to the party who paid the Travel Plan Deposit.

1.4.2 Following the second, third and fourth anniversaries of first Occupation of the relevant Phase of the Development to confirm in writing whether the Obligations have been complied with and if so the amount by which the Travel Plan Deposit is to be reduced (being 20% on each anniversary if the Obligations have been fully complied with during the relevant preceding 12 month period) which amount shall be repaid by the County to the party who paid the Travel Plan Deposit.

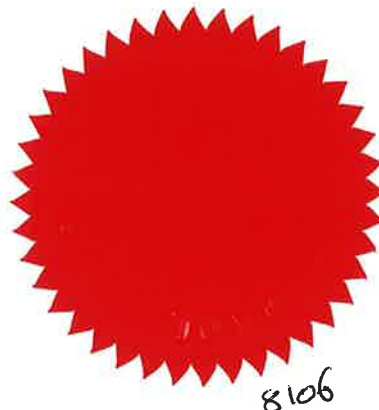
1.4.3 Following the fifth anniversary of first Occupation of the relevant Phase to

confirm in writing whether the Obligations have been complied with and if so the amount by which the Travel Plan Deposit is to be reduced (being 20% if the Obligations have been fully complied with during that preceding 12 month period)) which amount shall be repaid by the County to the party who paid the Travel Plan Deposit and following which the Travel Plan Deposit shall be reduced to nil.


- 1.5 The County shall within 28 days of reasonable written request provide to the Owner details of the expenditure of any of the contributions paid to the County pursuant to this Deed.
- 1.6 At the written request of the Owner the County shall provide written confirmation of the discharge of the obligations contained in this Deed and given to the County when satisfied that such obligations have been performed.

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:


Deputy Monitoring Officer
Linda Mockford

and this deed has been duly and properly executed
in accordance with the constitution of Broadland District Council

THE COMMON SEAL OF)
The Norfolk County Council)
was affixed hereto in the presence of:)






.....~~Authorised to sign on behalf of~~ Chief Legal Officer

authorised for and on behalf of the Chief Legal Officer
and this deed has been duly and properly executed
in accordance with the constitution of The Norfolk County Council

EXECUTED as a DEED by **W R & P J TANN LIMITED**)
acting by a director in the presence of:)



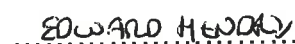
Director's signature



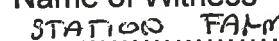
Name of Director

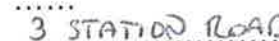


Signature of Witness



Name of Witness



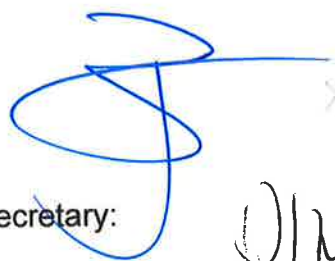




Address of Witness

EXECUTED AS A DEED by)
LARKFLEET LIMITED)
in the presence of:)

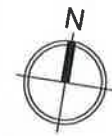
Director:



Director/Secretary:



APPENDIX 1
SITE LOCATION PLAN



Handwritten signature: J. Wilson

Deputy Monitoring Officer
Linda Mackford

Rev.	Date	Description
C	12.05.20	Masterplan updated.
B	01.07.19	Masterplan updated.
A	30.08.18	Masterplan amended.

LarkfleetHomes

Larkfleet House Falcon Way
 Bourne Lincolnshire
 PE10 0FF
 Tel: 01778 301550 Fax: 01778 301579
 Email: enquiries@larkfleethomes.co.uk
 LARKFLEET HOMES is a trading name of LARKFLEET LIMITED

Project
BROADLAND FIELDS NORWICH

Drawing Title
RED LINE PLAN

Scale
 1:1000 @ A1

Date
 24.08.18

Drawn
 DAW

Approved
 [Signature]

Drawing No
L---/RLP/01

Rev.
C

APPENDIX 2
DRAFT DECISION NOTICE

Larkfleet Homes Ltd
FAO: Hannah Guy
Larkfleet Homes
Larkfleet House
Falcon Way
Bourne
Lincolnshire
PE10 0FF

Date Of Decision : DRAFT
Development : Hybrid application:

1. Outline Application for Erection of up to 205 Dwellings with Associated Infrastructure, Public Open Space and 2ha Site for the following range of uses: Primary School (D1); Crèche, Community Hall, Day Nursery (D1); Outdoor/Indoor Sports Facilities (D2); A Continuing Care Retirement Community (CCRC), Nursing Home Care Facilities (C2)

2. Full Application for the Erection of 315 Dwellings, Accesses and Associated Works.

Location : Land South of Smee Lane, Postwick
Applicant : Larkfleet Homes Ltd
Application Type: Hybrid Application

Town & Country Planning Act 1990

The Council in pursuance of powers under this Act **GRANTS OUTLINE PLANNING PERMISSION FOR THE DEVELOPMENT REFERRED TO IN PART 1 ABOVE AND FULL PLANNING PERMISSION FOR THE DEVELOPMENT REFERRED TO IN PART 2 ABOVE** in accordance with the details on the application form and subject to the following conditions:-

1 Part 1. Outline Conditions

Application for approval of ALL "reserved matters" must be made to the Local Planning Authority not later than the expiry of THREE YEARS from 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.

Reason for the condition:

Required to be imposed by Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2 Application for the approval of the "reserved matters" shall include plans and descriptions of :
- 1) the details of the layout;
 - 2) the scale of each building proposed
 - 3) the appearance of all buildings including details of the type and colour of the materials to be used in their construction; and
 - 4) 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.

Reason for the condition:

For the avoidance of doubt and to ensure the satisfactory development of the site in accordance with the specified approved plans, as required by the Spatial Vision and Spatial Planning Objectives of the Joint Core Strategy.

- 3 The details required by conditions 1 and 2 shall make provision for a total of no more than 205 dwellings.

Reason for Condition:

To ensure that the scale of residential development reflects the scope of the planning application.

- 4 The development hereby permitted shall be carried out in accordance with the application form, plans and drawings and other documents and details received as listed below :

20181601 Additional Dwg No L---_RLP_01_D Red Line Plan received 7th January 2021.pdf

20181601 Amended Dwg No MP_01_E Masterplan received 7th January 2021.pdf

20181601 Additional Dwg No L---APPSPLIT_01_C Application Type Split received 7th January 2021.pdf

20181601 Additional Dwg No L---_LANDUSE_01_C Land Use Plan received 7th January 2021.pdf

20181601 Amended Dwg No PARAMETERS_01_C Parameters Plan received 7th January 2021.pdf

20181601 Amended Dwg No L_POS_OUTLINE_01_B Public Open Space Plan (Outline) received 7th January 2021.pdf

20181601 2020_11_24 Additional Dwg No L---_AREA_04 A Area Plan 4.pdf

20181601 2020_11_24 Additional Dwg No L---_AREA_03 A Area Plan including Spine Road.pdf

20181601 2020_11_24 Amended Dwg No L---_ACCESS_01_D Access and Connections Plan.pdf

20181601 2020_04_14 Amended Arboricultural Impacts Plan Rev_V2.pdf

Reason for the condition:

For the avoidance of doubt and to ensure the satisfactory development of the site in accordance with the specified approved plans, as required by the Spatial Vision and Spatial Planning Objectives of the Joint Core Strategy and the Broadland Development Management DPD 2015.

- 5 Prior to the commencement of development within a phase, a scheme for foul water drainage works for that phase, including connection point and discharge rate, shall be submitted to and approved in writing by the Local Planning Authority. Prior to the first occupation of any building within that phase, the foul water drainage works must have been carried out in complete accordance with the approved scheme.

Reason

The details are required prior to commencement as they relate to the construction of the development. To prevent environmental and amenity problems arising from flooding in accordance with policy GC4 of the Broadland Development Management DPD 2015.

- 6 Prior to commencement of development on a phase, in accordance with the Technical Note Response to Norfolk County Council (Drainage) Comments to Planning Application Reference FWP/18/5/7244 (March 2019) and amended FRA (10520/FRA/01, June 2019), detailed designs of a surface water drainage scheme in respect of such phase incorporating the following measures shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme will be implemented on the relevant phase prior to the first occupation of the development on that phase. The scheme shall address the following matters:

I The completed preliminary surface water drainage provision and hydraulic calculations should be provided. These should include:

- o The application of urban creep in the calculations to account for increases in impermeable surfaces through the lifetime of the development. Urban creep allowances are provided in our guidance document.

- o The provision of surface water attenuation storage that is sized and designed to accommodate the volume of water generated in all rainfall events up to and including the critical storm duration for the 1% annual exceedance probability (AEP) rainfall event including allowances for climate change.

- o The design of the detention basin will incorporate an emergency spillway and any drainage structures include appropriate freeboard allowances. Plans to be submitted showing the routes for the management of exceedance surface water flow routes that minimise the risk to people and property during rainfall events in excess of 1% AEP rainfall event.

- o Plans showing the routes and storage areas for the management of exceedance surface water flow from the drainage network that minimise the risk to people and property during rainfall events in excess of the 1% AEP

event plus climate change.

- o Confirmation of the proposed ground floor Finished Floor Levels (FFL) of the proposed buildings. FFLs should be set to a minimum of 300mm above the anticipated flood levels in a 1% AEP event plus climate change, from any source of flooding (including the drainage system) and where there is uncertainty in flood levels this should be increased to 600mm. We also recommend that the finished ground floor levels are at least 150mm above post development ground levels with ground sloping away from buildings to prevent ponding.

- o Details of how all surface water management features to be designed in accordance with The SUDS Manual (CIRIA C753, 2015), including appropriate treatment stages for water quality prior to discharge.

II The completed ground infiltration report in accordance with the BRE Digest 365 requirements, with sufficient evidence for why drainage via infiltration has been deemed not appropriate for the site should be provided within the FRA, with the full report provided as an Appendix within the FRA for reference.

III The completed Pre-Planning Assessment Report produced by Anglian Water (AW), specifically stating 3rd party agreement regarding surface water discharge to their surface water sewer network, should be provided.

Reason for condition:

The details are required prior to commencement as they relate to the construction of the development. To minimise the possibilities of flooding in accordance with Policy CSU5 of the Broadland Development Management DPD 2015.

- 7 Prior to commencement of development within a phase a scheme for the protection of the retained trees including Tree Protection Plans and an Arboricultural Method Statement for that phase shall be submitted to and approved in writing by the Local Planning Authority. The submitted details are to be guided by the recommendations set out in BS5837 (Trees in Relation to Construction). Unless otherwise agreed, all approved tree protection measures are to be installed prior to the commencement of development within that phase.

The approved tree protection measures are to be maintained in good condition and observed throughout the construction period. Unless otherwise agreed in writing by the Local Planning Authority, no construction-related activities (for example: storage and/or siting of: vehicles, fuel, materials, site huts or other buildings or ancillary equipment; raising of lowering of ground levels; installation of underground services, drains etc.) may be undertaken within the identified Construction Exclusion Zones and fenced areas unless previously approved by the Local Planning Authority.

In the event that any tree(s) become damaged during construction, the Local Planning Authority shall be notified, and remedial action agreed and implemented.

Reason for the condition:

The details are required prior to commencement as they relate to the impact of construction. To ensure existing trees are protected during site works in the interests of the visual amenity of the area and the satisfactory appearance of the development in accordance with Policies GC4 and EN2 of the Broadland Development Management DPD 2015

- 8 Prior to the first occupation of development within a phase, a Landscape and Ecological Management Plan (LEMP) in respect of that phase to comply with British Standard BS42020 shall be submitted to and approved in writing by the local planning authority. The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed and provision for ecological enhancements.
- b) Ecological trends/timings and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five year period).
- g) Details of the body or organization responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures to set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/ or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning objectives of the approved scheme

The LEMP shall also include details of the legal and funding mechanism(s) by which the long term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The approved plan will be implemented in accordance with the approved details.

Reason for the condition:

To ensure the satisfactory development of the site in accordance with Policies GC4, EN1 and EN2 of the Development Management DPD 2015.

- 9 Prior to the commencement of development within a phase (including demolition ground works and vegetation clearance) a Construction Environmental Management Plan (CEMP: Biodiversity) for that phase shall be submitted to and approved in writing by the local planning authority. The CEMP shall include the following:

- o Risk assessment of potentially damaging construction activities;
- o Identification of 'biodiversity protection zones';
- o Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction;
- o The location and timing of sensitive works to avoid harm to biodiversity features;
- o The times during construction when specialist ecologists need to be present on site to oversee works;
- o Responsible persons and lines of communication;
- o The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person;
- o Use of protective fences, exclusion barriers and warning signs.

o Details of enhancements for biodiversity.

The approved CEMP: Biodiversity shall be adhered to and implemented through the construction phases strictly in accordance with the approved details, unless agreed in writing by the local planning authority.

Reason for condition:

To ensure the satisfactory development of the site in accordance with Policies GC4, EN1 and EN2 of the Development Management DPD 2015. The condition is 'pre commencement' on the basis that the details relate to the construction phase of development.

- 10 A) No development shall take place within a phase until an archaeological written scheme of investigation for that phase has been submitted to and approved by the Local Planning Authority in writing. The scheme shall include an assessment of significance and research questions; and 1) The programme and methodology of site investigation and recording, 2) The programme for post investigation assessment, 3) Provision to be made for analysis of the site investigation and recording, 4) Provision to be made for publication and dissemination of the analysis and records of the site investigation, 5) Provision to be made for archive deposition of the analysis and records of the site investigation and 6) Nomination of a competent person or persons/organization to undertake the works set out within the written scheme of investigation.

and,

B) No development shall take place within a phase other than in accordance with the written scheme of investigation for that phase approved under condition (A).

and,

C) The development shall not be occupied within a phase until the site investigation and post investigation assessment for that phase has been completed in accordance with the programme set out in the archaeological written scheme of investigation approved under condition (A) and the provision to be made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason:

To ensure the satisfactory development of the site with regard to archaeology in accordance with Policy 1 of the Joint Core Strategy 2011/2014. The condition is 'pre commencement' on the basis that the details relate to the construction phase of development.

- 11 Prior to commencement of development within a phase an investigation and risk assessment into land quality shall be submitted to and approved in writing with the Local Planning Authority in accordance with a scheme to be first agreed in writing by the Local Planning Authority, to assess the nature and extent of any contamination on the phase, whether or not it originates on the site. The written report(s) shall identify and consider the potential impacts on all identified receptors. All investigation and reports must be carried out in accordance with current best practice. Based on the findings of this study, details of whether remediation is required together with a remediation method strategy as appropriate shall be submitted to and approved in writing by the Local Planning Authority.

Reason for the condition

The details are required prior to commencement as the presence of contamination may impact upon construction activity. 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 EN4 of the Broadland Development Management DPD 2015.

- 12 Prior to commencement of development within a phase a detailed dust management plan/scheme for that phase to protect the occupants of completed buildings on the site and residential dwelling surrounding the site from dust and smoke, shall be submitted to, and approved in writing by the Local Planning Authority

The scheme to include;

- 1) Communication with neighbours before and during works.
- 2) Contact arrangements by which residents can raise any concerns and, issues.
- 3) The mechanism for investigation and responding to residents' concerns and complaints
- 4) Management arrangements to be put in place to minimise dust (including staff training such as toolbox talks).
- 5) Hours during which potentially dusty activities will take place.
- 8) Measures to control dust from excavation, wetting of soil; dust netting and loading and transportation of soil such as minimising drop heights, sheeting of vehicles.
- 9) Measures to control dust from soil stockpiles such as sheeting, making sure that stockpiles exist for the shortest possible time and locating stockpiles away from residential premises.
- 10) Measures to control dust from vehicle movements such as site speed limits, cleaning of site roads and wetting of vehicle routes in dry weather.
- 11) Measures to minimise dust generating activities on windy and dry days
- 12) Measures to control smoke from burning activities.

The approved plan shall remain in place and be implemented throughout each phase of the development.

Reason for the condition

The details are required prior to commencement as they relate to construction activities. In the interests of the amenities of the locality in accordance with Policy GC4 of the Broadland Development Management DPD 2015.

- 13 Prior to commencement of development within a phase a noise assessment to determine the level of internal and external noise shall be submitted for approval in accordance with a scheme to be first agreed in writing by the Local Planning Authority. The written report(s) shall identify and consider the potential impacts on all identified receptors. All investigation and reports must be carried out in accordance with current best practice. Based on the findings of this study, details of whether remediation is required together with a remediation method strategy as appropriate shall be submitted to and approved in writing by the Local Planning Authority. The development of that phase shall thereafter be carried out in full accordance with the approved details.

Reason for the condition:

The details are required prior to commencement as they may impact on the siting and construction of buildings. In the interests of the amenities of the locality in accordance with Policy GC4 of the Broadland Development Management DPD 2015.

- 14 Prior to commencement of development within a phase a scheme for the provision of fire hydrants (served by mains water supply on a minimum 90mm main) for that phase shall be submitted to and approved in writing by the Local Planning Authority. No building within that phase shall be occupied until the hydrants serving the property or group of properties has been provided to the satisfaction of the Local Planning Authority.

Reason for condition

To ensure adequate water infrastructure provision is made on site for the local fire service to tackle any property fire. This is to be agreed in advance of the commencement of development in the interests of health and safety of the public and to avoid unnecessary costs to the developer.

- 15 Prior to commencement of development of a phase a scheme for generating a minimum of 10% of the predicted energy requirement of the development of that phase from decentralised renewable and/or low carbon sources shall be submitted to and approved in writing by the local planning authority. None of the development within that phase shall be occupied until the approved scheme has been implemented and made operational and the approved scheme shall remain operation for the lifetime of the development.

Reason for the condition:

The details are required prior to commencement as they may relate to the construction of the buildings. To secure at least 10% of the site's energy from decentralised and renewable or low carbon sources to accord with policy 3 of the adopted Joint Core Strategy.

- 16 Prior to their first installation, details of any external lighting serving the public realm within a phase shall be submitted to and approved in writing by the Local Planning Authority. The development of the relevant phase shall thereafter be carried out in accordance with the approved details.

Reason for the condition:

To ensure the satisfactory development of the site in accordance with policy GC4 of the Broadland Development Management DPD 2015.

- 17 The details of landscaping required by condition 2 shall include full details of both hard and soft landscape works. These details shall include:
- 1) existing and proposed finished levels / contours;
 - 2) means of enclosure;
 - 3) car parking layouts;
 - 4) other vehicles and pedestrian access and circulation areas;
 - 5) hard surfacing materials;
 - 6) minor structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting etc.);
 - 7) proposed and existing functional services above and below ground (e.g.

drainage, power, communication cables, pipelines etc. indicating manholes, supports etc.);

8) retained historical landscape features and proposals for restoration, where relevant.

Soft landscaping works shall include:

- a) - planting plans;
- b) - written specifications (including cultivation and other operations associated with plant and grass establishment);
- c) - schedules of plants, including species, plant sizes at time of planting and proposed numbers/densities;
- d) - implementation programme.

The development of that phase shall be carried out in full accordance with the approved details.

Unless the Local Planning Authority gives written consent to any variation, if within a period of TEN 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..

Reason for the condition:

The details are required prior to commencement on the basis that they are a reserved matter. In the interests of the satisfactory appearance of the development in accordance with Policies GC4 and EN2 of the Broadland Development Management DPD 2015.

- 18 Prior to the commencement of development within a phase detailed plans of the roads, footways, cycleways, street lighting, foul and surface water drainage for that phase shall be submitted to and approved in writing by the Local Planning Authority. All construction works within that phase shall be carried out in accordance with the approved plans.

Reason for the condition:

This needs to be a pre-commencement condition to ensure fundamental elements of the development that cannot be retrospectively designed and built are planned for at the earliest possible stage in the development and therefore will not lead to expensive remedial action and adversely impact on the viability of the development.in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 19 Prior to the occupation of the final building within a phase all works shall be carried out on roads, footways, cycleways foul and surface water sewers in accordance with the approved specification for that phase to the satisfaction of the Local Planning Authority.

Reason for the condition:

To ensure satisfactory development of the site and to ensure estate roads are constructed to a standard suitable for adoption as public highway in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 20 Before any building is first occupied within a phase the roads/footways/cycleways within that phase shall be constructed to binder course surfacing level from the building to the adjoining County road in accordance with details, which shall first be submitted to and approved in writing by the Local Planning Authority.

Reason for the condition:

To ensure satisfactory development of the site in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 21 Prior to the commencement of development within a phase a scheme detailing provision for on-site parking for construction workers for the duration of the construction period of that phase shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented throughout the construction period of that phase.

Reason for the condition:

Details are required prior to commencement as it deals with the construction period of the development and to ensure adequate off-street parking during construction in the interests of highway safety in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 22 Notwithstanding the details indicated on the submitted drawings prior to the commencement of development on phases 3 or 4 as shown on the phasing plan (L---/PHASE/01 rev F) detailed drawings for the highway improvement works to realign and widen Smee Lane to 6.0m and provide a 3.0m wide cyclepath to Cranley Road (as shown indicatively on the approved plans) shall be submitted to and approved in writing by the Local Planning Authority.

Reason for the condition:

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 Policy TS3 of the Broadland Development Management DPD 2015.

- 23 Prior to the first occupation of any building in phases 3 or 4 as shown on the phasing plan (L---/PHASE/01 rev F) hereby permitted the off-site highway improvement works (including Public Rights of Way works) referred to in condition 22 shall be completed to the written satisfaction of the Local Planning Authority.

Reason for the condition:

To ensure that the highway network is adequate to cater for the development proposed in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 24 Upon commencement of construction of the development within a phase an Interim Travel Plan for that phase shall be submitted to and approved by the Local Planning Authority

Reason for the condition:

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 Policy TS3 of the Broadland Development Management DPD 2015.

- 25 No part of the development of a phase hereby permitted shall be occupied prior to implementation of the Interim Travel Plan in respect of such phase referred to in condition 24. During the first year of occupation of such phase an approved Full Travel Plan in respect of such phase based on the relevant Interim Travel Plan referred to in condition 24 shall be submitted to and approved in writing by the Local Planning Authority. The approved Full Travel Plan in respect of such phase shall be implemented in accordance with the timetable and targets contained therein and shall continue to be implemented as long as any part of such phase of the development is occupied subject to approved modifications agreed by the Local Planning Authority as part of the annual review.

Reason for the condition:

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 Policy TS3 of the Broadland Development Management DPD 2015.

- 26 Part 2 - Full conditions

The development hereby permitted must be begun before the expiry of THREE YEARS from the date of this decision.

Reason for the condition:

Required to be imposed by Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 27 The development hereby permitted shall be carried out in accordance with the application form, plans and drawings and other documents and details received as listed below :

20181601 Additional Dwg No L---_RLP_01_D Red Line Plan received 7th January 2021.pdf

20181601 Amended Dwg No MP_01_E Masterplan received 7th January 2021.pdf

20181601 Amended Dwg No L__Proposed_Rev D Proposed Site Plan.pdf

20181601 Additional Dwg No L---APPSPLIT_01_C Application Type Split received 7th January 2021.pdf

20181601 Additional Dwg No L---_LANDUSE_01_C Land Use Plan received 7th January 2021.pdf

20181601 Amended Dwg No PARAMETERS_01_C Parameters Plan received 7th January 2021.pdf

20181601 Additional Dwg No L---_FACEMAT_01_A Facing Materials Plan received 7th January 2021.pdf

20181601 Additional Dwg No L---_ROOFMAT_01_A Roof Materials Plan received 7th January 2021.pdf

20181601 Additional Dwg No MASS_01_B Massing Plan received 7th January 2021.pdf

20181601 Amended Dwg No L---_BOUND_01_B Boundary Treatments Plan

received 7th January 2021.pdf
 20181601 Amended Dwg No L_POS_FULL_01_B Public Open Space Plan
 Full Application received 7th January 2021.pdf
 20181601 2020_11_24 Amended Dwg No L---_AFF_01_A Affordable
 Plan.pdf
 20181601 Additional Dwg No L---_WORKS_01_B Works Schedule Plan
 received 7th January 2021.pdf
 20181601 2020_11_24 Additional Dwg No L---_AREA_03 A Area Plan
 including Spine Road.pdf
 20181601 Additional Dwg No L---_AREA_01_A Area Plan 4 Areceived 7th
 January 2021.pdf
 20181601 2020_11_24 Amended Dwg No L---_ACCESS_01_D Access and
 Connections Plan.pdf
 20181601 Additional Dwg No L_PLOTVENT_01_A Plots Requiring
 Ventilation Measures received 7th January 2021.pdf
 20181601 2020_04_14 Amended Arboricultural Impacts Plan Rev_V2.pdf
 20181601 2020_04_14 Amended Tree Protection Plan Rev_V2.pdf
 20181601 2020_12_01 Amended Dwg No L000_BINSTORE_DS_B
 Apartments Bin Store Design Sheet.pdf
 20181601 Additional Dwg No JBA_18_019_SK01_A Illustrative Landscape
 Masterplan recd 260220.pdf
 20181601 Additional Dwg No L---_CYLCEWAY_01 Cycleway Route received
 20th January 2021.pdf
 20181601 Amended Flood Risk Assessment recd 110619.pdf
 20181601 Additional Flood Risk Assessment Addendum recd 260220.pdf
 20181601 Additional Updated Schedules recd 110220.pdf
 20181601 Amended Dwg No L_BCDD_01_A Bin Collection Drag Distances
 Plan 1 of 2 received 05032020.pdf
 20181601 Amended Dwg No L_BCDD_02_A Bin Collection Drag Distances
 Plan 2 of 2 received 05032020.pdf
 20181601 Amended Dwg No L__Phase_01_Rev F Phasing Plan.pdf
 20181601 Amended Sketch Bund Detail received 11112019.pdf

House plans

Broadlands Gate, Norwich Apartment Blocs DS 1 of 5 dated 21.08.18 rev A
 (Amended Drawing Non L--/APTBLK/DS/01) received 110619
 Broadlands Gate, Norwich Apartment Blocs DS 2 of 5 dated 21.08.18 rev A
 (Amended Drawing Non L--/APTBLK/DS/02) received 110619
 Broadlands Gate, Norwich Apartment Blocs DS 3 of 5 dated 21.08.18 rev A
 (Amended Drawing Non L--/APTBLK/DS/03) received 110619
 Broadlands Gate, Norwich Apartment Blocs DS 4 of 5 dated 21.08.18 rev A
 (Amended Drawing Non L--/APTBLK/DS/04) received 110619
 Broadlands Gate, Norwich Apartment Blocs DS 5 of 5 dated 21.08.18 rev A (Amended
 Drawing Non L--/APTBLK/DS/05) received 110619
 2111 House Type Design Sheet dated 11.04.19 (Amended Drawing Non
 L00/2111/DS) received 110619
 2112 House Type Design Sheet dated 21.05.19 (Additional Drawing Non
 L00/2112/DS) received 131119
 2224 House Type Design Sheet dated 12.04.19 (Amended Drawing Non
 L00/2224/DS) received 110619
 2226 House Type Design Sheet dated 11.04.19 (Amended Drawing Non
 L000/2226/DS) received 110619
 2227 House Type Design Sheet dated 21.05.19 (Drawing Non
 L000/2227/DS/01) received 110619
 2307A House Type Design Sheet dated 09.09.19 (Additional Drawing Non L--
 /2307/DS) received 131119

2308 House Type Design Sheet dated 12.04.19 (Amended Drawing Non L00/2308/DS rev A) received 131119
2309A House Type Design Sheet dated 16.05.19 (Additional Drawing Non L00/2309A/DS) received 131119
2324 House Type Design Sheet dated 11.04.19 (Amended Drawing Non L00/2324/DS) received 110619
2324S House Type Design Sheet dated 12.04.19 (Amended Drawing Non L00/2324S/DS) received 110619
2328 House Type Design Sheet dated 06.09.19 (Amended Drawing Non L00/2328/DS) received 131119
2330 House Types Design Sheet dated 10.05.19 (Amended Drawing Non L00/2330/DS Rev A) received 131119
2331 House Type Design Sheet dated 24.05.19 (Amended Drawing Non L00/2331/DS Rev A) received 131119
2401 House Type Design Sheet dated 11.04.19 (Amended Drawing Non L00/2410/DS REV A) received 131119
2409 House Type Design Sheet dated 11.04.19 (Amended Drawing Non L00/2409/DS) received 110619
2430 House Type Design Sheet dated 12.04.19 (Amended Drawing Non L00/2430/DS) received 110619
2432 House Type Design Sheet dated 19.09.19 (Amended Drawing Non L00/2432/DS) received 131119
2433 House Type Design Sheet dated 11.04.19 (Amended Drawing Non L00/2433/DS) received 110619
2434 House Type Design Sheet dated 11.04.19 (Amended Drawing Non L00/2434/DS) received 110619
2435 House Type Design Sheet dated 11.04.19 (Amended Drawing Non L00/2435/DS) received 110619
2502 Design Sheet Floor Plans dated 13.06.18 (Amended Drawing Non L00/2502/DS1) received 110619
2502 Design Sheet Elevations dated 11.04.19 (Amended Drawing Non L00/2502/DS2) received 110619
2510 House Type Design Sheet Elevations dated 11.04.19 (Amended Drawing NonL00/2510/DS2) received 110619
2510 House Type Design Sheet Floor Plans dated 11.04.19 (Amended Drawing Non L00/2510/DS1) received 110619
3311 House Type Design Sheet dated 11.04.19 (Amended Drawing Non L00/3311/DS) received 110619
3402 Design Sheet Floor Plans dated 11.04.19 (Amended Drawing Non L00/3420/DS1) received 110619
3402 Design Sheet Elevations dated 11.04.19 (Amended Drawing Non L00/3402/DS2) received 110619
2229 Design Sheet dated 03.09.19 (Additional Dwg No L000/2229/DS) received 131119
2333 Design Sheet dated 27.01.20 (Additional Dwg No L000/2333/DS) received 110220

Garages

Garages Double dated 05.20.12 (Drawing Non L00/GAR/02) received 280918
Double Shared Garage Side Gable dated 17.05.16 (Drawing Non L000/DSG/01) received 28

Single Garage-Front Gable dated 17.05.16 (Drawing Non L000/SG/01) received 280918

Single Garage-Side Gable dated 17.05.16 (Drawing Non L00/SG/02) received 280918

Triple Shared Garage Side Gable 1 of 2 dated 17.05.16 (Drawing Non

L00/TSG/01) received 280918

Triple Shared Garage Side Gable 2 of 2 dated 17.05.16 (Drawing Non L00/TSG/02) received 280918

Reason for the condition:

For the avoidance of doubt and to ensure the satisfactory development of the site in accordance with the specified approved plans, as required by the Spatial Vision and Spatial Planning Objectives of the Joint Core Strategy and the Broadland Development Management DPD 2015.

- 28 Prior to the commencement of development within a phase, a scheme for foul water drainage works for that phase, including connection point and discharge rate, shall be submitted to and approved in writing by the Local Planning Authority. Prior to the first occupation of any building within that phase, the foul water drainage works must have been carried out in complete accordance with the approved scheme.

Reason

The details are required prior to commencement as they relate to the construction of the development. To prevent environmental and amenity problems arising from flooding in accordance with policy GC4 of the Broadland Development Management DPD 2015.

- 29 Prior to commencement of development on a phase, in accordance with the Technical Note Response to Norfolk County Council (Drainage) Comments to Planning Application Reference FWP/18/5/7244 (March 2019) and amended FRA (10520/FRA/01, June 2019), detailed designs of a surface water drainage scheme in respect of such phase incorporating the following measures shall be submitted to and agreed with the Local Planning Authority. The approved scheme will be implemented on the relevant phase prior to the first occupation of the development on that phase. The scheme shall address the following matters:

I. The completed Pre-Planning Assessment Report produced by AW, specifically stating 3rd party agreement regarding surface water discharge to their surface water sewer network, should be provided.

II. Detailed flood and drainage design drawings showing all dimensions for each element of the proposed drainage system, including indicative plot levels, highway long section, exceedance flow routes (including depth and velocity), modelling calculations and plans of the drainage conveyance network in the:

o 3.33% AEP critical rainfall event to show no above ground flooding on any part of the site.

o 1% AEP critical rainfall plus climate change event to show, if any, the depth, velocity, volume and storage location of any above ground flooding from the drainage network ensuring that flooding does not occur in any part of a building or any utility plant susceptible to water (e.g. pumping station or electricity substation) within the development.

o The application of urban creep in the calculations to account for increases in impermeable surfaces through the lifetime of the development. Urban creep allowances are provided in our guidance document.

o The design of the detention basin will incorporate an emergency spillway and any drainage structures include appropriate freeboard allowances. Plans to be submitted showing the routes for the management of exceedance surface water flow routes that minimise the risk to people and property during rainfall events in excess of 1% AEP rainfall event.

o Details of how all surface water management features to be designed in accordance with The SuDS Manual (CIRIA C697, 2007), or the updated The SuDS Manual (CIRIA C753, 2015), including appropriate treatment stages for water quality prior to discharge.

III. The completed ground infiltration report in accordance with the BRE Digest 365 requirements, including full structural, hydraulic, ground investigations and infiltration results, with sufficient evidence for why drainage via infiltration has been deemed not appropriate for the site should be provided within the FRA, with the full report provided as an Appendix within the FRA for reference.

IV. Geotechnical factual and interpretive reports should be provided.

V. Confirmation from AW of surface water discharge from the site restricted to 5l/s should be provided.

VI. Surface water runoff rates should be recalculated for Catchments A, B and C to account for the greenfield runoff rate for the whole site and the total surface water runoff rate discharge from the whole site should be attenuated to the restricted 5l/s. Confirmation from the Internal Drainage Board that the proposed rates and volumes of surface water runoff from the development are acceptable should also be provided.

VII. The ground floor Finished Floor Levels (FFL) of the proposed buildings should be set to a minimum of 300mm above the anticipated flood levels in a 1% AEP event plus climate change, from any source of flooding (including the drainage system) and where there is uncertainty in flood levels this should be increased to 600mm. We also recommend that the finished ground floor levels are at least 150mm above post development ground levels with ground sloping away from buildings to prevent ponding.

VIII. The completed ground infiltration report, including groundwater levels within the site, groundwater vulnerability maps and borehole records should be provided within the FRA, with the full report provided as an Appendix within the FRA for reference.

IX. A maintenance and management plan detailing the activities required and details of who will adopt and maintain the all the surface water drainage features for the lifetime of the development.

Reason for the condition:

The details are required prior to commencement as they relate to the construction of the development. To minimise the possibilities of flooding in accordance with Policy CSU5 of the Broadland Development Management DPD 2015.

- 30 Prior to commencement of development within a phase a scheme for the protection of the retained trees, including Tree Protection Plans and an Arboricultural Method Statement for that phase shall be submitted to and approved in writing by the Local Planning Authority. The submitted details are to be guided by the recommendations set out in BS5837 (Trees in Relation to Construction). Unless otherwise agreed, all approved tree protection measures are to be installed prior to the commencement of development within that phase.

The approved tree protection measures are to be maintained in good condition and observed throughout the construction period. Unless otherwise agreed in writing by the Local Planning Authority, no construction-related activities (for example: storage and/or siting of: vehicles, fuel, materials, site huts or other buildings or ancillary equipment; raising of lowering of ground levels; installation of underground services, drains etc.) may be undertaken within the identified Construction Exclusion Zones and fenced areas unless agreed with the Local Planning Authority.

In the event that any tree(s) become damaged during construction, the Local Planning Authority shall be notified, and remedial action agreed and implemented.

Reason for the condition:

The details are required prior to commencement as they relate to the impact of construction. To ensure existing trees are protected during site works in the interests of the visual amenity of the area and the satisfactory appearance of the development in accordance with Policies GC4 and EN2 of the Broadland Development Management DPD 2015

- 31 Prior to the first occupation of development within a phase, a Landscape and Ecological Management Plan (LEMP) in respect of that phase to comply with British Standard BS42020 shall be submitted to and approved in writing by the local planning authority. The content of the LEMP shall include the following:

- a) Description and evaluation of features to be managed and provision of ecological enhancement measures.
- b) Ecological trends /timings and constraints on site that might influence management.
- c) Aims and objectives of management.
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five year period).
- g) Details of the body or organization responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures.to set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/ or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning objectives of the approved scheme.

The LEMP shall also include details of the legal and funding mechanism(s) by which the long term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The approved plan will be implemented in accordance with the approved details.

Reason for the condition:

To ensure the satisfactory development of the site in accordance with Policies GC4, EN1 and EN2 of the Development Management DPD 2015.

- 32 Prior to commencement of development of a phase (including demolition ground works, vegetation clearance) a Construction Environmental Management plan (CEMP: Biodiversity) for that phase shall be submitted to and approved in writing by the local planning authority. The CEMP shall include the following:

- o Risk assessment of potentially damaging construction activities;
- o Identification of 'biodiversity protection zones';
- o Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction;
- o The location and timing of sensitive works to avoid harm to biodiversity features;
- o The times during construction when specialist ecologists need to be present on site to oversee works;
- o Responsible persons and lines of communication;
- o The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person;
- o Use of protective fences, exclusion barriers and warning signs.
- o Details of enhancements for biodiversity.

The approved CEMP: Biodiversity shall be adhered to and implemented through the construction phases strictly in accordance with the approved details, unless agreed in writing by the local planning authority.

Reason for condition:

To ensure the satisfactory development of the site in accordance with Policies GC4, EN1 and EN2 of the Development Management DPD 2015. The condition is 'pre commencement' on the basis that the details relate to the construction phase of development.

- 33 Development within a phase shall not progress above slab level until details, including colours where required, of the materials used in the construction of the external surfaces of the buildings within that phase have been submitted to and approved in writing by the local planning authority. The development shall then be constructed in accordance with the approved details or materials which are visually similar to the approved details.

Reason for the condition:

To enable the local planning authority to control the colour, tone, texture and appearance of the materials used to ensure the satisfactory appearance of the development, as required by Policy GC4 of the Broadland Development Management DPD 2015.

- 34 A) No development shall take place within a phase until an archaeological written scheme of investigation for that phase has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions; and 1) The

programme and methodology of site investigation and recording, 2) The programme for post investigation assessment, 3) Provision to be made for analysis of the site investigation and recording, 4) Provision to be made for publication and dissemination of the analysis and records of the site investigation, 5) Provision to be made for archive deposition of the analysis and records of the site investigation and 6) Nomination of a competent person or persons/organization to undertake the works set out within the written scheme of investigation.

and,

B) No development shall take place within a phase other than in accordance with the written scheme of investigation for that phase approved under condition (A).

and,

C) The development shall not be occupied within a phase until the site investigation and post investigation assessment for that phase has been completed in accordance with the programme set out in the archaeological written scheme of investigation approved under condition (A) and the provision to be made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason:

To ensure the satisfactory development of the site with regard to archaeology in accordance with Policy 1 of the Joint Core Strategy 2011/2014. The condition is 'pre commencement' on the basis that the details relate to the construction phase of development.

- 35 Prior to commencement of development of a phase an investigation and risk assessment into land quality shall be submitted to and approved in writing by the Local Planning Authority in accordance with a scheme to be first agreed in writing by the Local Planning Authority, to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The written report(s) shall identify and consider the potential impacts on all identified receptors. All investigation and reports must be carried out in accordance with current best practice. Based on the findings of this study, details of whether remediation is required together with a remediation method strategy as appropriate shall be submitted to and approved in writing by the Local Planning Authority.

Reason for the condition:

The details are required prior to commencement as the presence of contamination may impact upon construction activity. 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 EN4 of the Broadland Development Management DPD 2015.

- 36 Prior to commencement of development within a phase a detailed dust management plan/scheme for that phase to protect the occupants of completed dwellings on the site and residential dwelling surrounding the site from dust and smoke, shall be submitted to, and approved in writing by the Local Planning Authority
The scheme to include;

- 1) Communication with neighbours before and during works.
- 2) Contact arrangements by which residents can raise any concerns and, issues.
- 3) The mechanism for investigation and responding to residents' concerns and complaints
- 4) Management arrangements to be put in place to minimise dust (including staff training such as toolbox talks).
- 5) Hours during which potentially dusty activities will take place.
- 8) Measures to control dust from excavation, wetting of soil; dust netting and loading and transportation of soil such as minimising drop heights, sheeting of vehicles.
- 9) Measures to control dust from soil stockpiles such as sheeting, making sure that stockpiles exist for the shortest possible time and locating stockpiles away from residential premises.
- 10) Measures to control dust from vehicle movements such as site speed limits, cleaning of site roads and wetting of vehicle routes in dry weather.
- 11) Measures to minimise dust generating activities on windy and dry days
- 12) Measures to control smoke from burning activities.

The approved plan shall remain in place and be implemented throughout each phase of the development.

Reason for the condition:

The details are required prior to commencement as they relate to construction activities. In the interests of the amenities of the locality in accordance with Policy GC4 of the Broadland Development Management DPD 2015.

- 37 The development shall be carried out in full accordance with the noise mitigation measures identified in the submitted Technical Note: Detailed Layout Noise Assessment/Mitigation Measures dated 27th January 2020 and Additional Dwg No L_PLOTVENT_01 Plots Requiring Ventilation Measures recd 20 January 2020. Any dwelling requiring noise mitigation shall not be occupied until the necessary mitigation measures have been implemented in respect of that dwelling.

Reason:

To ensure future residents benefit from an acceptable level of residential amenity in accordance with Policy GC4 of the Broadland Development Management DPD 2015.

- 38 Prior to commencement of development within a phase a scheme for the provision of fire hydrants for that phase shall be submitted to and approved by the Local Planning Authority provided that phases 1 and 2 of the development shall include at least 7 no. fire hydrants (served by mains water supply on a minimum 90mm main). No dwelling shall be occupied within a phase until the hydrants serving the property or group of properties within that phase has been provided to the satisfaction of the Local Planning Authority.

Reason for condition:

To ensure adequate water infrastructure provision is made on site for the local fire service to tackle any property fire. This is to be agreed in advance of the

commencement of development in the interests of health and safety of the public and to avoid unnecessary costs to the developer.

- 39 Prior to commencement of development of a phase a scheme for generating a minimum of 10% of the predicted energy requirement of the development of that phase from decentralised renewable and/or low carbon sources shall be submitted to and approved in writing by the local planning authority. None of the development within that phase shall be occupied until the approved scheme has been implemented and made operational and the approved scheme shall remain operation for the lifetime of the development.

Reason for the condition:

The details are required prior to commencement as they may relate to the construction of the buildings. To secure at least 10% of the site's energy from decentralised and renewable or low carbon sources to accord with policy 3 of the adopted Joint Core Strategy.

- 40 Prior to their first installation, details of any external lighting serving the public realm within a phase shall be submitted to and approved in writing by the Local Planning Authority. The development of the relevant phase shall thereafter be carried out in accordance with the approved details.

Reason for the condition:

To ensure the satisfactory development of the site in accordance with policy GC4 of the Broadland Development Management DPD 2015.

- 41 Prior to commencement of development of a phase full details of both hard and soft landscape works for that phase shall be submitted to and approved in writing by the Local Planning Authority. These details shall include:

- 1) existing and proposed finished levels / contours;
- 2) means of enclosure;
- 3) car parking layouts;
- 4) other vehicles and pedestrian access and circulation areas;
- 5) hard surfacing materials;
- 6) minor structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting etc.);
- 7) proposed and existing functional services above and below ground (e.g. drainage, power, communication cables, pipelines etc. indicating manholes, supports etc.);
- 8) retained historical landscape features and proposals for restoration, where relevant.

Soft landscaping works shall include:

- a) - planting plans;
- b) - written specifications (including cultivation and other operations associated with plant and grass establishment);
- c) - schedules of plants, including species, plant sizes at time of planting and proposed numbers/densities;
- d) - implementation programme.

The development of that phase shall be carried out in full accordance with the approved details.

Unless the Local Planning Authority gives written consent to any variation, if within a period of TEN 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..

Reason for the condition:

The details are required prior to commencement on the basis that they are a reserved matter. In the interests of the satisfactory appearance of the development in accordance with Policies GC4 and EN2 of the Broadland Development Management DPD 2015.

- 42 Prior to the commencement of development within a phase detailed plans of the roads, footways, cycleways, street lighting, foul and surface water drainage for that phase shall be submitted to and approved in writing by the Local Planning Authority. All construction works within that phase shall be carried out in accordance with the approved plans.

Reason for the condition:

This needs to be a pre-commencement condition to ensure fundamental elements of the development that cannot be retrospectively designed and built are planned for at the earliest possible stage in the development and therefore will not lead to expensive remedial action and adversely impact on the viability of the development in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 43 Prior to the occupation of the final dwelling within a phase all works shall be carried out on roads, footways, cycleways foul and surface water sewers in accordance with the approved specification for that phase to the satisfaction of the Local Planning Authority.

Reason for the condition:

To ensure satisfactory development of the site and to ensure estate roads are constructed to a standard suitable for adoption as public highway in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 44 Before any dwelling is first occupied the roads/footways/cycleways shall be constructed to binder course surfacing level from the dwelling to the adjoining County road in accordance with details, which shall first be submitted to and approved in writing by the Local Planning Authority.

Reason for the condition:

To ensure satisfactory development of the site in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 45 Prior to the commencement of development within a phase a scheme detailing provision for on-site parking for construction workers for the duration of the construction period of that phase shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented throughout the construction period of that phase.

Reason for the condition:

Details are required prior to commencement as it deals with the construction period of the development and to ensure adequate off-street parking during construction in the interests of highway safety in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 46 Notwithstanding the details indicated on the submitted drawings no works above slab level shall commence on site unless otherwise agreed in writing until detailed drawings for the off-site highway improvement works to provide a 3.0m wide cyclepath from the site access onto Poppy Way to the existing crossing on Broadland Way has been submitted to and approved in writing by the Local Planning Authority.

Reason for the condition:

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 Policy TS3 of the Broadland Development Management DPD 2015.

- 47 Prior to the first occupation of any dwelling in phases 1 or 2 as shown on the phasing plan (L---/PHASE/01 rev F) hereby permitted the off-site highway improvement works referred to in condition 46 shall be completed to the written satisfaction of the Local Planning Authority.

Reason for the condition:

To ensure that the highway network is adequate to cater for the development proposed in accordance with Policy TS3 of the Broadland Development Management DPD 2015.

- 48 Upon commencement of construction of the development within a phase an Interim Travel Plan for that phase shall be submitted to and approved by the Local Planning Authority

Reason for the condition:

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 Policy TS3 of the Broadland Development Management DPD 2015.

- 49 No part of the development of a phase hereby permitted shall be occupied prior to implementation of the Interim Travel Plan in respect of such phase referred to in condition 49. During the first year of occupation of such phase an approved Full Travel Plan in respect of such phase based on the relevant Interim Travel Plan referred to in condition 48 shall be submitted to and approved in writing by the Local Planning Authority. The approved Full Travel Plan in respect of such phase shall be implemented in accordance with the timetable and targets contained therein and shall continue to be implemented as long as any part of such phase of the development is occupied subject to approved modifications agreed by the Local Planning Authority as part of the annual review.

Reason for the condition:

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 Policy TS3 of the Broadland Development Management DPD 2015.

Informatives:-

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

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 for phase 3 and 4 will be calculated at the time the reserved matters application is determined. A separate CIL Liability Notice is being issued with the planning decision notice for phases 1 and 2. If you have not received the CIL Liability Notice by the time you intend to commence development then it is imperative that you contact CIL@broadland.gov.uk. Further information about CIL can be found at <https://www.broadland.gov.uk/cil>

Please note that before any works of a building or engineering nature commence, it is the applicant's responsibility to obtain any necessary consent under Building Regulations. CNC Building Control, who provide the Building Control service for Broadland, can provide advice upon the Building Regulations. Their telephone number is 01603 430100 or enquiries@cncbuildingcontrol.gov.uk and their website is www.cncbuildingcontrol.gov.uk

Any landscaping proposals should be arranged to ensure that birds, particularly wildfowl, are not attracted to the site that would impact on aviation safety, and that bird mitigation measures are taken to ensure that the SuDS are maintained for the lifetime of the development at cost Site Owner or Maintenance Company.

Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991.
Contact Development Services Team 0345 606 6087.

This permission is subject to a legal agreement under section 106 of the Town and Country Planning Act 1990 to provide affordable housing, open space, education or community land and a travel plan.

Under the Wildlife and Countryside Act 1981, The Habitat Regulations 1994, The Countryside and Rights of Way Act (Natural Habitats) (Amendment) Regulations 2007 it is an offence to:

- Intentionally take, damage or destroy the nest of any wild bird whilst it is in use or being built;
- Intentionally or recklessly disturb any wild bird while it is nest building, or at a nest containing eggs or young, disturb the dependent young of such a bird;
- Intentionally or recklessly disturb a bat in its roost or deliberately disturb a group of bats;
- Damage or destroy a bat roosting place (even if bats are not occupying the roost at the time).

In the light of this legal protection, it is recommended that any works to trees where birds and/or bats are known to, or are likely to, nest/roost, be avoided during the bird nesting season (usually March to August) and/or the advice of a bat specialist is obtained.

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 Management Group based at County Hall in Norwich.

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.

The applicant needs to be aware that any use of cranes during the construction phases of the proposed development, are completed in accordance with British Standard 7121 and CAP 1096. The Civil Aviation Authority (CAA) & Norwich Airport shall be notified of plans to erect any cranes 6 to 8 weeks in advance.

For crane queries please email: safeguarding@norwichairport.co.uk or refer to the CAA publication CAP 1096:

<http://publicapps.caa.co.uk/docs/33/CAP1096%20E2.1%20September%202020%20FINAL.pdf>

The application is EIA development and was accompanied by an Environmental Statement. The application has been considered in full accordance with the requirements of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017.

Signed



Assistant Director – Planning
Broadland District Council,
Thorpe Lodge, 1 Yarmouth Road, 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 or Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

Time periods to submit appeal

If the application relates to minor commercial development (as defined in Article 2 of the Town and Country Planning (Development Management Procedure) (England) Order 2015) this should be submitted with **12 weeks** of the date of this notice.

If the decision relates to the same or substantially the same land and development as is already the subject of an enforcement notice, any appeal must be submitted within **28 days** of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against the decision on your application, then you must do so within: **28 days** of the date of service of the enforcement notice, or within **6 months** of the date of this notice, whichever period expires earlier.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least **10 days** before submitting the appeal. Further details are on <https://www.gov.uk/government/publications/notification-of-intention-to-submit-an-appeal>

The Secretary of State can allow a longer period for giving notice of 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. The Secretary of State need not consider an appeal if it seems to the Secretary of State that permission for the proposed development could not have been given by the Council or could not have been given without the conditions imposed having regard to the statutory requirements, to the provisions of the development order and to any directions given under a 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.

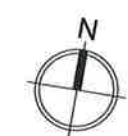
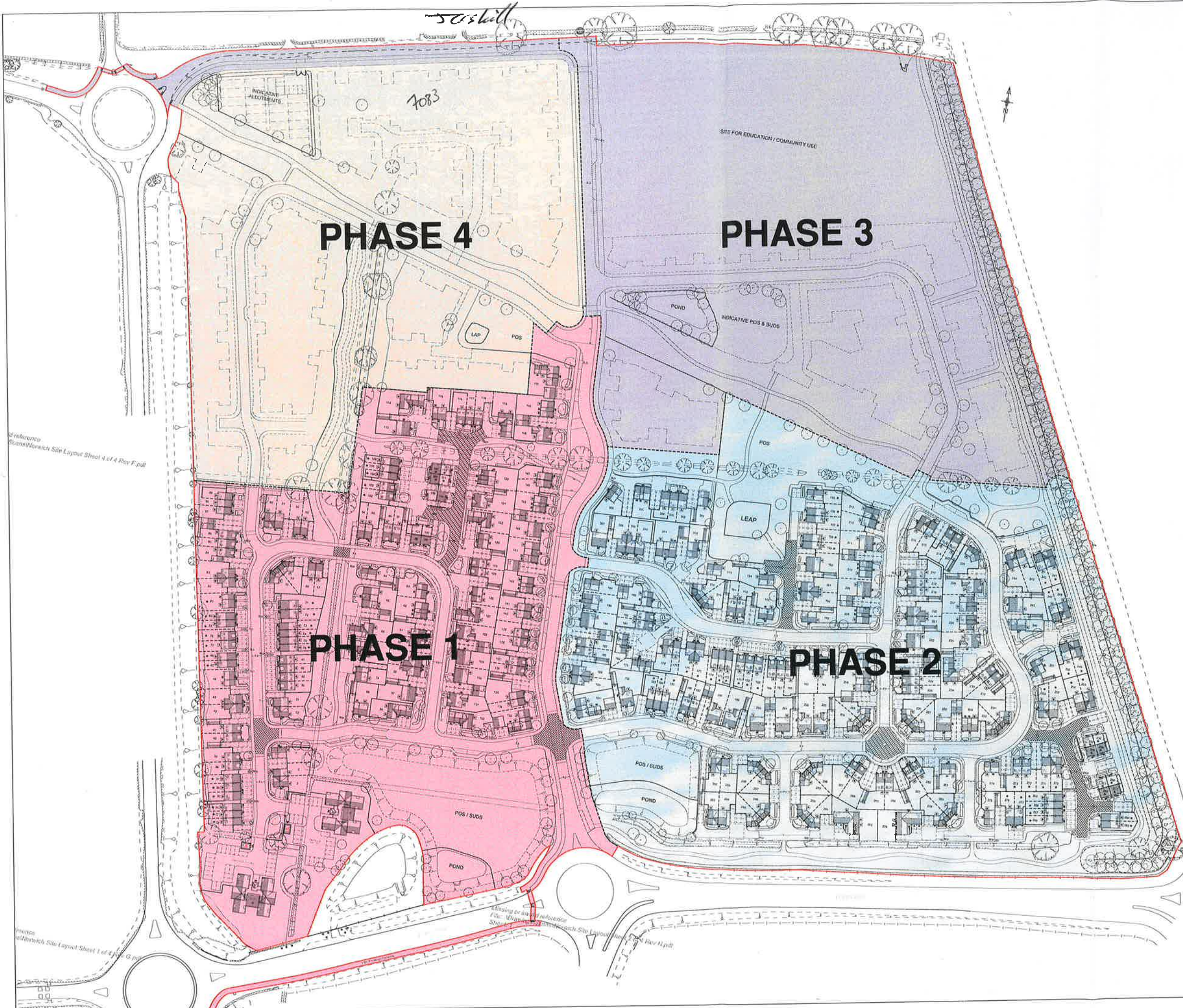
Appeals can be made online at <https://www.gov.uk/appeal-planning-decision> If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or tel no. 0303 444 5000

Purchase Notices

If permission to develop land or carry out works is refused or granted subject to conditions, whether by the Council or by the Secretary of State for the Environment, the owners of the land may claim that the land has become incapable of reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve on the Council a purchase notice requiring the Council to purchase his interest in the land in accordance with the provisions of either Part VI of the Town and Country Planning Act 1990.

APPENDIX 3
PLAN 2 – PHASING PLAN



Handwritten signature and initials

Deputy Monitoring Officer
Linda Mockford

F	19.11.20	Boundary between Phase 3 & 4 amended to include Smea Lane works in Phase 3.
E	12.11.20	Boundary between Phase 1 & 2 amended to include verge within Phase 1.
D	10.02.20	Turning heads at end of connecting roads to phases 1 & 2 have been added.
C	31.01.20	Amended to updated layout.
B	01.07.19	Amended to updated layout.
A	30.06.18	Masterplan updated.
REV.	DATE	DESCRIPTION

LarkfleetHomes

Larkfleet House Falcon Way
Bourne Lincolnshire
PE10 0TF
Tel 01778 391550 Fax 01778 391579
Email: enquiries@larkfleethomes.co.uk
LARKFLEET HOMES is a trading name of LARKFLEET LIMITED

PROJECT
**BROADLAND FIELDS
NORWICH**

DRAWING TITLE
PHASING PLAN

SCALE
1:1000 @ A1 06.08.18

DATE
06.08.18

DRAWN
DAW

CHECKED

DRAWING NUMBER
L---/PHASE/01

REV.
F

APPENDIX 4
AFFORDABLE HOUSING PLAN



LEGEND:

- SHARED OWNERSHIP
- RENTED

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Deputy Monitoring Officer
 Linda Mockford

A	12.05.20	Masterplan updated
Rev.	Date	Description



Larkfleet House Falcon Way
 Bourne Lincolnshire
 PE10 0FF
 Tel: 01778 391550 Fax: 01778 391579
 Email: enquiries@larkfleethomes.co.uk
 LARKFLEET HOMES is a trading name of LARKFLEET LIMITED

Project
**BROADLAND FIELDS
 NORWICH**

Drawing Title
AFFORDABLE PLAN

Scale Date Drawn Approved
 1:1000 @ A1 27.06.19 DAW

Drawing No. Rev.
 L---/AFF/01 A

APPENDIX 5
LANDSCAPE MASTERPLAN



7083

Ushill

TOTAL POS = 3.09 ha



[Handwritten signature]

+ DmBra
[Handwritten signature]

[Handwritten mark]

Deputy Monitoring Officer
Linda Mockford

REV.	DATE	DESCRIPTION
B	06.01.21	Updated with masterplan.
A	01.11.19	Eastern bund area removed and amended to match layout.

LarkfleetHomes

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Email: enquiries@larkfleethomes.co.uk
LARKFLEET HOMES is a trading name of LARKFLEET LIMITED

PROJECT			
BROADLAND FIELDS NORWICH			
DRAWING TITLE			
PUBLIC OPEN SPACE PLAN FULL APPLICATION			
SCALE	DATE	DRAWN	CHECKED
1:1000 @ A1	01.07.19	DAW	
DRAWING NUMBER			REV
L---/POS/FULL/01			B

APPENDIX 6
MASTERPLAN



J. Skill

+ J. Skill

Deputy Monitoring Officer
Linda Mockford

Rev	Date	Description
E	06.01.21	Updated with amendments to site layout sheets.
D	01.07.19	Major amendments.
C	27.07.18	Plots over 150 blocked out.
B	26.07.18	Major amendments for surface water drainage.
A	16.07.18	Major layout amendments.

LarkfleetHomes

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Project
**BROADLAND FIELDS
NORWICH**

Drawing Title
MASTERPLAN

Scale	Date	Drawn	Approved
1:1000 @ A1	07.06.18	DAW	
Drawing No MP/01			Rev. E