

Dated 31 March 2021

Broadland District Council

-and-

Carl Philip Palmer and Gail Angela Palmer

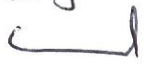
-and-

HSBC UK Bank PLC

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

relating to land at Holt Road, Horsford

nplaw: OFV/70177

Certified as a true,
Complete and up-to date
Copy of the original
Signature 
Printed Name Linda Mackfar
Date 31 March 2021

THIS DEED is dated

31 March.

2021

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU (referred to as "the Council")
- (2) **CARL PHILIP PALMER** and **GAIL ANGELA PALMER** of Caiplie, Church Street, Horsford, Norwich, Norfolk NR10 3DB (referred to as "the Owners")
- (3) **HSBC UK BANK PLC** (Co. Regn. No. 9928412) whose registered office is at 1 Centenary Square, Birmingham B1 1HQ and whose address for service is Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB (referred to as "the Mortgagee")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) The Owners own the part of the Site which is part of the land registered at the Land Registry under title numbers NK273268 and NK420849
- (C) The Mortgagee has the benefit of a charge dated 13 September 2017 registered to title number NK273268 and has agreed to enter into this Deed to consent to its terms to the extent it binds this part of the Site
- (D) The Council refused the Application on 26 March 2020 and the Owners have submitted the Appeal to the Secretary of State for Housing, Communities and Local Government

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

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|-------------|--|
| Act | the Town and Country Planning Act 1990 as amended |
| Appeal | the planning appeal submitted to the Secretary of State for Housing, Communities and Local Government following the refusal of the Application by the Council which has been given appeal reference APP/K2610/W/20/3260003 |
| Application | the outline planning application submitted to the Council on 23 August 2018 and allocated reference 20181408 for the erection of 47 dwellings with access details |

| | |
|-----------------|--|
| CIL Regulations | the Community Infrastructure Regulations 2010 as amended |
| CIL Tests | means the tests set out in Regulation 122(2) of the CIL Regulations |
| Commencement | the date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of: <ul style="list-style-type: none"> site clearance demolition archaeological investigations ground surveys removal of contamination erection of temporary fences temporary display of site notices and/or advertisements and 'Commence' and 'Commenced' will be construed accordingly |
| Decision Letter | means a letter issued by the Secretary of State for Housing, Communities and Local Government or the Inspector determining the Appeal |
| Development | the development of the Site in accordance with the Permission |
| Dwelling | any dwelling to be built on the Site as part of the Development and "Dwellings" shall be construed accordingly |
| Index Linked | index linked from the date of this Deed 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 or if such index ceases to be published, another index notified to the Owners by the Nominated Officer |

| | |
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| Inspector | the inspector appointed by the Secretary of State for Housing, Communities and Local Government to determine the Appeal |
| Nominated Officer | the senior officer of the Council responsible for development management or other officer of the Council notified to the Owners |
| Occupation | <p>occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <p>construction</p> <p>internal and external refurbishment</p> <p>decoration</p> <p>fitting-out</p> <p>marketing</p> <p>security operations related to the Development</p> <p>and 'Occupy' and 'Occupied' will be construed accordingly</p> |
| Permission | means the planning permission that may be granted by the Secretary of State for Housing, Communities and Local Government or the Inspector pursuant to the Appeal or if the Council agrees (in its absolute discretion) in writing, another planning permission for the Development granted pursuant to section 73 of the Act |
| Plan 1 | the plan attached to this Deed called "Location Plan" and given reference SK010 Rev B |
| Plan 2 | the plan attached to this Deed called "Potential Development Areas Plan" and given reference SK002 Rev F |
| Site | the land at Holt Road, Horsford which is part of the land registered at H M Land Registry under title numbers NK273268 and NK420849 shown edged red for identification purposes only on Plan 1 |
| Trigger | means the Commencement date and any trigger or |

threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the Act and to the extent that it does not contain planning obligations Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council and relate to the Site
- 2.2 Covenants given by more than one party can be enforced against them individually or jointly
- 2.3 A reference to an Act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that Act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 References to any party to this Deed shall include successors in title to that party and any person deriving title through or under that party and in the case of the Council the successors to its statutory functions
- 2.6 From the date that the Development is Commenced 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:
- 2.6.1 they do not enter any individual Dwelling; and
- 2.6.2 they adhere to all reasonable health and safety requirements.

3. CONDITIONALITY

This Deed is conditional upon:

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

save for the provisions of this Clause and Clauses 5.2, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 7, 8, 9, 10, 11, 12 and 13 and any obligation contained in this

Deed which must be performed prior to Commencement of the Development which shall come into effect immediately upon the completion of this Deed

4. COVENANTS

- 4.1 The Owners covenant with the Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed
- 4.2 The Council covenant with the Owners to comply with their respective requirements contained in this Deed

5. OTHER PROVISIONS

- 5.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (or that part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest AND FOR THE AVOIDANCE OF DOUBT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site (or any part or parts of the Site) shall constitute an interest for the purposes of this Clause
- 5.2 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and that there is no person or body (save for the Mortgagee) with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site
- 5.3 Save for the obligations contained in Schedule 2 (which shall continue to be binding and enforceable against individual purchasers owners occupiers lessees or their mortgagees of Affordable Dwellings) the covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
 - 5.3.1 individual purchasers or lessees of Dwellings constructed on the Site pursuant to the Permission or their mortgagees where (in relation to a breach) that breach occurs after that individual purchase or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease; or
 - 5.3.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site
- 5.4 No waiver, express or implied, by the Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions on this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the

Owners (as appropriate) from enforcing any of the relevant provisions in this Deed or for acting upon any subsequent breach or default

- 5.5 This Deed shall be registrable as a local land charge by the Council
- 5.6 Following the performance of all of the obligations contained in the Deed (or should this Deed cease to have effect) the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 5.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires before the Commencement of the Development
- 5.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed
- 5.9 Where an agreement approval consent determination election or expression of satisfaction or a subsequent deed is required or sought by the Owners from the Council under the terms of this Deed such agreement approval consent determination election or expression of satisfaction or a subsequent deed shall not be unreasonably withheld or delayed
- 5.10 On completion the Owners will pay the Council's reasonable legal costs in connection with this Deed
- 5.11 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 5.12 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 5.13 If the Secretary of State for Housing, Communities and Local Government or the Inspector (as appropriate) clearly specifies in the Decision Letter that one or more of the obligations in this Deed are unnecessary or otherwise fail to meet the CIL Tests and specifies that the particular contribution or obligations should not apply or be enforceable then the specified obligation or obligations shall not apply or be enforceable by the Council but shall not effect the enforceability of the other obligations in this Deed
- 5.14 Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of any of its functions as a local authority

6 INTEREST

- 6.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time
- 6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

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
- 7.3 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 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 and the Owners hereby give notice pursuant to this Clause that its address for service of notices is Howes Percival LLP, Flint Buildings, 1 Bedding Lane, Norwich NR3 1RG (ref: PJW/JZC/231389.0002)
- 8.2 The Owners will notify the Nominated Officer in writing of the relevant:
- 8.2.1 anticipated Triggers seven days in advance of each anticipated date;
- 8.2.2 actual Triggers within seven days of each actual date
- 8.3 If the Owners dispose of their interest in all or part of the Site they will notify the

Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site PROVIDED THAT the Owners shall not be required to give such notice when disposing of any of the Dwellings for their occupation as a residential dwelling constructed pursuant to the Permission

9 USE OF CONTRIBUTIONS AND INDEXATION

- 9.1 The improvements referred to in this Deed for which contributions are required may at the Council'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
- 9.2 If the improvements 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
- 9.3 The Council are 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
- 9.4 The contributions specified in the Schedules are to be Index Linked
- 9.5 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment the contributions are a debt due to the Council and are recoverable by action by the Council
- 9.6 Any money from time to time held by the Council in respect of any payment made to the Council by the Owners under the provisions of this Deed will in any event become the absolute property of the Council and will not be subject to return by the Council to the party who made that payment if that party:
 - 9.6.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
 - 9.6.2 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
 - 9.6.3 enters into any arrangement scheme compromise moratorium or composition with its creditors or any of them but shall continue to be held by the Council under the terms of this Deed.
- 9.7 The Council 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.

10. JURISDICTION

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

11. DELIVERY

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

12. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Deed

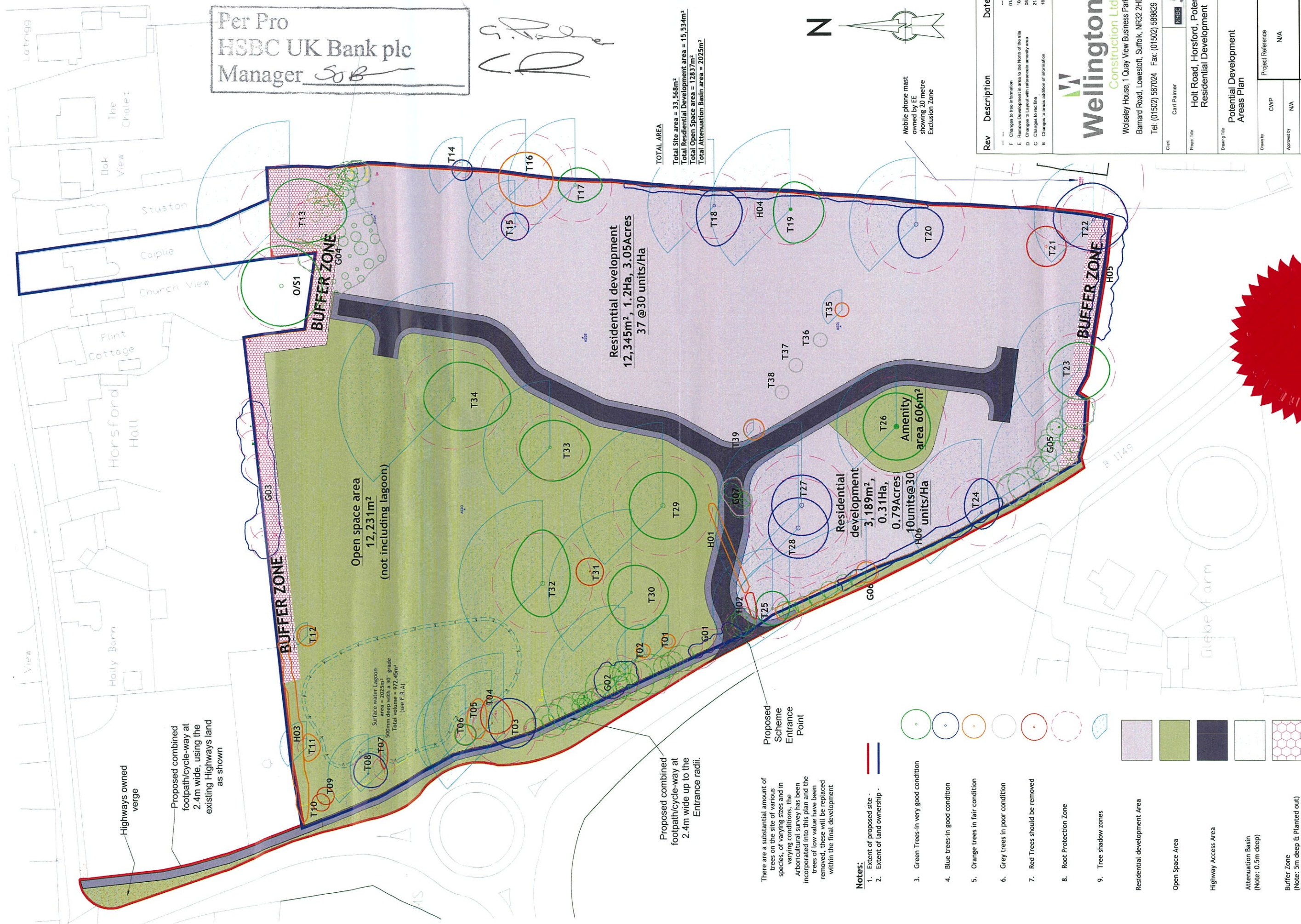
13. MORTGAGEE CONSENT

The Mortgagee consents to the Owners entering into this Deed and acknowledges that this Deed binds the Site. The Mortgagee shall only be liable for any breach of this Deed if it has itself caused the breach whilst mortgagee in possession. (For the avoidance of doubt any person acquiring title to all or part of the Site as a result of the Mortgagee enforcing its security will be bound by the terms of this Deed).

SCHEDULE 1

Plan 1

Plan 2



Per Pro
HSBC UK Bank plc
Manager SOB

TOTAL AREA

Total Site area = 33,568m²
Total Residential Development area = 15,534m²
Total Open Space area = 12837m²
Total Attenuation Basin area = 2025m²

Residential development
12,345m², 1.2Ha, 3.05Acres
37 @30 units/Ha

Open space area
12,231m²
(not including lagoon)

within the final development

Notes:

1. Extent of proposed site -
2. Extent of land ownership -

There are a substantial amount of trees on the site of various species, of varying sizes and in varying conditions, the Arboricultural survey has been incorporated into this plan and the trees of low value have been removed, these will be replaced within the final development

3. Green Trees-in very good condition
4. Blue trees-in good condition
5. Orange trees in fair condition
6. Grey trees in poor condition
7. Red Trees should be removed
8. Root Protection Zone
9. Tree shadow zones

Residential development Area

Open Space Area

Highway Access Area

Attenuation Basin
(Note: 0.5m deep)

Buffer Zone
(Note: 5m deep & planted out)

POSSIBLE DEVELOPMENT AREAS PLAN

Scale - 1:500@A1

| Rev | Description | Dated |
|-----|--|------------|
| F | Changes to tree information | 01/02/2019 |
| E | Removal Development in area to the North of new site | 10/11/18 |
| D | Changes to Layout with reference amenity area | 08/11/18 |
| C | Changes to red line | 21/08/18 |
| B | Changes to area addition of information | 16/08/18 |

| | | |
|--|--------------|---|
|  <h1>Wellington</h1> <p>Construction Ltd</p> <p>Woseley House, 1 Quay View Business Park Barnard Road, Lowestoft, Suffolk, NR32 2HD Tel: (01502) 587024 Fax: (01502) 589829</p> | |  <p>MREC</p> |
| <p>Client: Carl Palmer</p> | | <p>Project Title: Holt Road, Horsford, Potential Residential Development</p> |
| <p>Drawing Title: Potential Development Areas Plan</p> | | |
| Drawing Title | | |
| Drawn by | CW/P | Project Reference N/A |
| Approved by | N/A | |
| Scale | As Shown @A1 | Revision |
| Date | 01/02/2019 | Drawing Number SK002 |
| | | F |

| | |
|--|-------------------|
| <p>Stage</p> <p><input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Information <input type="checkbox"/> For Approval <input type="checkbox"/> Final <input type="checkbox"/> Construction <input type="checkbox"/> As-built</p> <p><small>This drawing is the property of Wellington Construction Ltd. It is to be used for the project and site only. It is not to be used for any other project. All rights are reserved. No part of this drawing may be reproduced without the prior written consent of Wellington Construction Ltd. All drawings are to be read in conjunction with the specification and the programme of work for the project.</small></p> | <p>01/02/2019</p> |
|--|-------------------|

Deputy Monitoring Officer

1018

Handwritten signature

Per Pro
HSBC UK Bank plc
Manager SOB

BROADLAND
DISTRICT COUNCIL
23 Aug 2018
20181408
PLANNING CONTROL



Deputy Monitoring Officer

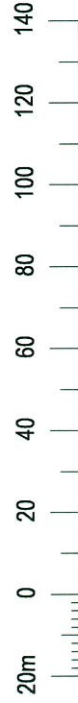
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Site Location Plan

Scale - 1:2500@A4



Wellington
Construction Ltd
Wolseley House, 1 Quay View Business Park
Barnard Road, Lowestoft, Suffolk, NR32 2HD
Tel: (01502) 587024 Fax: (01502) 589829

| Rev | Description | Dated | Project Title | Client | Project Reference |
|-----|-----------------------|----------|---|-----------------|-------------------|
| --- | --- | --- | Holt Road, Horsford Residential Development | Carl Palmer | None |
| --- | --- | --- | Drawing Title | Drawn by CWP | |
| --- | --- | --- | Location Plan | Approved by N/A | |
| B | Revision of Red Line | 21/08/18 | Scale | Shown@A4 | Drawing Number |
| A | addition of blue line | 20/08/18 | Date | 21/08/2018 | Revision |
| --- | --- | --- | Stage | | SK010 B |
| --- | --- | --- | <input type="radio"/> Preliminary <input type="radio"/> Information <input type="radio"/> For Approval <input type="radio"/> Tender <input type="radio"/> Construction <input type="radio"/> As-Built | | |

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SCHEDULE 2

Affordable Housing

Part 1

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

| | |
|--------------------------------|--|
| "Affordable Dwellings" | the Dwellings to be constructed on the Site to a standard agreed with the Council as Affordable Housing and "Affordable Dwelling" shall be construed accordingly |
| "Affordable Housing" | the 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 set out at Annex 2 of the NPPF (unless otherwise agreed in writing by the Council) |
| "Affordable Housing Mix" | 60% Affordable Housing for Rent and 40% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion) |
| "Affordable Housing Provision" | <p>unless otherwise agreed in writing by the Council in its absolute discretion this shall mean the construction and provision of either:</p> <p>(a) 28% of the total number of Dwellings on the Site (with numbers rounded, upwards from 0.5) in accordance with the Affordable Housing Mix; or</p> <p>(b) in the event the Secretary of State or the Inspector determines pursuant to the Appeal and finds in the Decision Letter that the amount of Affordable Housing that should be provided as part of the Development should be 33% of the Dwellings (with numbers rounded, upwards from 0.5) to enable the grant of Permission then 33% of the total number of Dwellings on the Site in accordance with the Affordable Housing Mix; or</p> |

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| | <p>(c) in the event the Secretary of State or the Inspector determines pursuant to the Appeal and finds in the Decision Letter that the amount of Affordable Housing that should be provided as part of the Development should be 36% of the Dwellings (with numbers rounded, upwards from 0.5) to enable the grant of Permission then 36% of the total number of Dwellings on the Site in accordance with the Affordable Housing Mix</p> |
| "Affordable Housing Scheme" | <p>a scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"> - the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings; - the identity of the proposed Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity; - the number, location, type and size of Affordable Dwellings to be constructed on the Site; - full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Affordable Housing for Rent; - such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme including if required by the Council details of how the Recycling Obligation will be complied with and secured |
| "Affordable Housing for Rent" | <p>Affordable Dwellings which meet the conditions set out in the definition of "Affordable Housing for Rent" at Annex 2 of the NPPF to be let by a Registered Provider with an appropriate agreement with HE for the provision of affordable rents being controls that limit the rent to no</p> |

| | |
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| | 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 |
| "Approved Affordable Housing Scheme" | the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing |
| "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 HE's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion |
| "HE" | Homes England or such other organisation as may from time to time be the Regulator of Social Housing within the meaning of Section 81 of the Housing and Regeneration Act 2008 or such other appropriate body with statutory force charged with regulating Registered Providers as the Council may nominate |
| "Intermediate Housing" | one or more of Shared Ownership Housing, Shared Equity Dwellings, 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) |

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| 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 |
| "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: <ul style="list-style-type: none"> (i) a Registered Provider; or (ii) another organisation that owns or will own the Affordable Dwellings has been approved in writing by the Council |
| "Public Subsidy" | funding provided by the Council, HE 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 |

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| | of five years at not more than 80 percent of market rent (or shall not exceed the local housing allowance for that area as determined by the Council) with an option to purchase for the existing tenant following that period |
| "Shared Equity Dwellings" | Affordable 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" | Affordable Dwellings purchased on a Shared Ownership Lease |
| "Shared Ownership Lease" | <p>a lease in a form approved by HE or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"> - not more than 75% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider - 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 HE |
| "Social Rented Dwellings" | Dwellings owned or managed by a Provider let at rents not |

| | |
|---------------|--|
| | exceeding the Target Rent |
| "Target Rent" | The rent for Social Rented Dwellings as determined by the national rent regime published by HE or any subsequent replacement or where there is no such replacement at a rent determined by the Council |

The Owners hereby covenant with the Council as follows:

- 1.1 Unless otherwise agreed in writing with the Council not to Commence the Development unless:
 - 1.1.1 The Affordable Housing Scheme (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 approved by the Council in writing
 - 1.1.2 The identity of the Provider and the timetable for provision of the Affordable Dwellings has been approved by the Council as part of the Approved Affordable Housing Scheme
- 1.2 Unless otherwise agreed in writing with the Council not to Occupy more than the first Open Market Dwelling until an exchanged contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that any Affordable Dwellings are not to be transferred this obligation shall not apply in relation to those Affordable Dwellings
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein
- 1.4 Not to 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 that Intermediate Housing dwelling
- 1.5 Unless otherwise agreed in writing with the Council not to Occupy more than 40% of the Open Market Dwellings until 50% of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual owner-occupiers where appropriate and set out in the Affordable Housing Scheme, or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the terms below and unless otherwise agreed in writing with the Council not to Occupy more than 60% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have

been transferred to the approved Provider (or individual owner-occupiers where appropriate and set out in the Affordable Housing Scheme, or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the terms below:

- a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
- b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
- c) with the benefit of all necessary easements, rights and utilities; and
- d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council, the registration of a restriction to secure compliance with the Recycling Obligation

1.6 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Letting Policy)

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

1.7.1 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 who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or by a person who has acquired 100% of a Shared Equity Dwelling

1.7.3 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver")) of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it has first complied with the following:

- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall

have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

- b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings

1.7.4 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 Letting Policy: Local Connection Eligibility Criteria

1. Unless otherwise agreed in writing up to one third (or such other 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 people living in the Parish of Horsford; and
 - 1.2 if there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Horsford; and
 - 1.3 if there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the Parish of Horsford to give/receive support to/from close family; and
 - 1.4 if there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocations or where no such persons are available to an Eligible Household

Administrative Procedure for Nominations

- 1 To grant to the Council nomination rights to 100% of the Affordable Housing for Rent unless otherwise agreed in writing
- 2 The administrative procedure for nominations shall be in accordance with the Council's Housing (Options) Allocations Policy as amended from time to time, or in accordance with alternative procedures as the Council and the Owners shall agree between them

SCHEDULE 3

OPEN SPACE

Part 1

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

"Approved On-Site Buffer Zone Scheme" the On-Site Buffer Zone Scheme as approved by the Council pursuant to Paragraph 3 of Part 1 of this Schedule 3 including any amendment or substitution agreed by the Council in writing

"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

"Green Infrastructure Contribution" means that part of the Off-Site Open Space Contribution allocated to the provision and maintenance of green infrastructure as detailed in Part 2 of this Schedule 3

"Management Company" a company to be set up or engaged for the purposes of managing and maintaining the Open Space in perpetuity

"Nominated Body" one of the following as determined by the Council:

- a) the Council;
- b) the town or parish council for the area within which the Site is located;
- c) the Management Company; or
- d) such other body as the Council may elect as being responsible for maintenance of the Open Space

"Off-Site Open Space Contribution" a sum in lieu of any deficiency in the amount or type of Open Space being provided compared to that required in accordance with the Council's current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 2 of this Schedule and Index Linked and applied in the Council's absolute

discretion towards the provision of Open Space serving the Development in the parish of Horsford and for Green Infrastructure Contributions to be used in line with the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy EN3

"On-Site Buffer Zone" those parts of the Site shaded in pink and labelled "BUFFER ZONE" on Plan 2

"On-Site Buffer Zone Scheme" a scheme securing the provision of the On-Site Buffer Zone and containing:

- the precise extent, location and boundaries of the On-Site Buffer Zone

- details of the planting landscaping and layout of the On-Site Buffer Zone together with appropriate plans drawings and specifications (including and without prejudice to the generality of the foregoing) provision for:

- a) the On-Site Buffer Zone to be managed and maintained in perpetuity

- b) the extent of public access to the On-Site Buffer Zone

- c) no buildings or other structures or areas of hard --- standing to be erected or provided within the On-Site Buffer Zone

- details of the ongoing management and maintenance of the On-Site Buffer Zone including whether a Management Company is proposed as the Nominated Body

- such other information as the Council may reasonably require to enable approval of the On- Site Buffer Zone Scheme

"On-Site Children's Play Area" means a children's play area to be provided on the Development in accordance with the table at Part 3 of

| | |
|---------------------------------------|---|
| | <p>this Schedule 3 comprising of areas of equipped children's play space</p> |
| "Open Space" | <p>a minimum of 12,837 sqm of land within the Development to be set aside and used as public open space as part of the Development in accordance with the Permission which shall include the On-Site Children's Play Area, allotments and may include areas for formal recreation, and green infrastructure in line with current Open Space Policies (unless otherwise agreed in writing with the Council)</p> |
| "Open Space Maintenance Contribution" | <p>a financial contribution Index Linked towards the repair, management and maintenance of the Open Space to be calculated in accordance with Part 2 of this Schedule 3 as appropriate</p> |
| "Open Space Policies" | <p>means the policies contained in the Council's Development Management Development Plan Document (adopted August 2015) including policy EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision therefore) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities</p> |
| "Open Space Scheme" | <p>a scheme securing the provision of Open Space calculated in accordance with Part 3 of this Schedule (unless the Nominated Officer agrees an Off-Site Open Space Contribution in lieu of part or all of the Open Space in which case such lower amount as the Nominated Officer agrees) and containing:</p> <ul style="list-style-type: none"> - full details of the amount of sport, recreation, On-Site Children's Play Area, allotment and green infrastructure provision to be provided - full details of any deficiency in the amount of recreation, On-Site Children's Play Area, allotment and |

green infrastructure to be provided on the Site as part of the Development

- the extent, location and boundaries of the Open Space

- details of the design and layout of the Open Space, all equipment, drainage features, access arrangements, street furniture, fencing and landscaping together with appropriate plans drawings and specifications

- details of the ongoing management and maintenance of the Open Space including whether a Management Company is proposed as the Nominated Body

- such other information as the Council may reasonably require to enable approval of the Open Space Scheme

“Standard Terms”

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

- the transfer of the freehold estate of the Open Space Unencumbered with full title guarantee

- for a sum not exceeding £1 (one pound)

- with the benefit of all necessary rights and easements and with vacant possession

- subject to a restriction on the future use of the Open Space for recreational and amenity purposes by the general public

- an obligation to maintain the Open Space to a standard suitable for use by members of the public

- a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owners

“Unencumbered”

means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space as public open space and all encumbrances which might result in

additional cost or liability to the Nominated Body not normally associated with the use of the Open Space

The Owners hereby covenant with the Council as follows:

1. OPEN SPACE

- 1.1 Not to Commence or allow Commencement of the Development until the Open Space Scheme has been submitted to and approved in writing by the Nominated Officer
- 1.2 Where the Nominated Officer has agreed to a deficiency in the amount of Open Space within the Site to pay the Off-Site Open Space Contribution prior to first Occupation of more than 25% of the Dwellings unless otherwise agreed in writing with the Council

2. ON-SITE OPEN SPACE

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

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

Terms; and

- c) the Open Space Maintenance Contribution has been paid to the Council

PROVIDED FIRSTLY 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 AND SECONDLY THAT there shall be no obligation to pay the Open Space Maintenance Contribution where the Nominated Body is not the Council, or the town or parish council for the area within which the Site is located

3. ON-SITE BUFFER ZONE

- 3.1 Not to Commence Development until the On-Site Buffer Zone Scheme has been submitted to and approved in writing by the Nominated Officer
- 3.2 To layout and provide the On-Site Buffer Zone in accordance with the Approved On-Site Buffer Zone Scheme to the written satisfaction of the Council
- 3.3 Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved On-Site Buffer Zone Scheme and any planning conditions imposed by the Permission
- 3.4 To thereafter maintain the On-Site Buffer Zone in accordance with the requirements of the Approved On-Site Buffer Zone Scheme and not to use or permit the use of the On-Site Buffer Zone for any purpose other than as agreed in the Approved On-Site Buffer Zone Scheme
- 3.5 Not to Occupy more than 80% of the Dwellings unless:
 - a) where the Management Company is the Nominated Body:
 - i) the Management Company has been created to the satisfaction of the Council; and
 - ii) the memorandum and articles of association and the form of transfer of the On-Site Buffer Zone to the Management Company has been submitted to the Nominated Officer for approval and has been approved by the Council (such approval not to be unreasonably withheld or delayed);
 - b) the On-Site Buffer Zone has been provided in accordance with the Approved On-Site Buffer Zone Scheme and (unless the Council agrees in its absolute discretion in writing that the Owners may continue to retain ownership and to maintain instead of transferring the On-Site Buffer Zone) transferred to the

Nominated Body subject to the terms which shall include:

- i) the transfer of the freehold estate of the On-Site Buffer Zone with full title guarantee;
- ii) for a sum not exceeding £1 (one pound);
- iii) with the benefit of all necessary rights and easements and with vacant possession;
- iv) subject to a restriction on the future use and maintenance in perpetuity of the On-Site Buffer Zone as approved in the Approved On-Site Buffer Zone Scheme;
- v) if agreed in the Approved On-Site Buffer Zone Scheme obligations regulating the extent of public access to the On-Site Buffer Zone;
- vi) an obligation that no buildings or other structures nor any area of hard standing shall be erected constructed or otherwise placed at any time within any part of the On-Site Buffer Zone;
- vii) a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owners; and

PROVIDED FIRSTLY THAT the Nominated Body shall not be required to accept the transfer of the On-Site Buffer Zone unless it has been provided and maintained in strict accordance with the Approved On-Site Buffer Zone Scheme AND SECONDLY (and for the avoidance of any doubt) THAT if the Owners retain ownership of the On-Site Buffer Zone it will be maintained and used entirely in accordance with the Approved On-Site Buffer Zone Scheme and in accordance with the requirements of paragraph 3.5 of this Part 1 to Schedule 3

Part 2

Extract from Open Space Policies detailing the cost per dwelling for the Provision and Maintenance of Open Space as at January 2020 (Index 334)

Contribution towards purchase of land

| Land purchase | | | | | |
|---------------|--------|------|------------|----------------------|---------------|
| Property | Sports | Play | Allotments | Green Infrastructure | Total |
| 1 bed | £312 | £63 | £30 | £742 | £1,147 |
| 2 bed | £416 | £84 | £40 | £990 | £1,529 |
| 3 bed | £520 | £105 | £49 | £1,237 | £1,911 |
| 4 bed | £623 | £126 | £59 | £1,484 | £2,293 |
| 5 + bed | £727 | £147 | £69 | £1,732 | £2,676 |

Equipping of Off Site Open Space

| Equipping | | | | | |
|-----------|--------|------|------------|----------------------|---------------|
| Property | Sports | Play | Allotments | Green Infrastructure | Total |
| 1 bed | £356 | £110 | £19 | £531 | £1,016 |
| 2 bed | £476 | £147 | £24 | £708 | £1,355 |
| 3 bed | £595 | £183 | £30 | £884 | £1,692 |
| 4 bed | £714 | £220 | £36 | £1,061 | £2,031 |
| 5+ bed | £834 | £256 | £42 | £1,238 | £2,370 |

Maintenance of Off-Site and On-Site Open Space

| Maintenance | | | | |
|-------------|--------|------|----------------------|---------------|
| Property | Sports | Play | Green infrastructure | Total |
| 1 bed | £375 | £37 | £313 | £725 |
| 2 bed | £500 | £51 | £418 | £969 |
| 3 bed | £623 | £63 | £522 | £1,209 |
| 4 bed | £748 | £75 | £626 | £1,450 |
| 5+ bed | £834 | £89 | £731 | £1,695 |

Part 3

Extract from Open Space Policies detailing the Area (Sq mtrs) required 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 4

The Council's covenants

The Council hereby covenants with the Owners as follows:

- 1 The Council shall confirm whether the Affordable Housing Scheme, On-Site Buffer Zone Scheme and/or Open Space Scheme (as appropriate) is approved within 30 days of receipt
- 2 The Council shall upon approval of the Open Space Scheme confirm the Nominated Body
- 3 If paid to it the Council shall pay the Open Space Maintenance Contribution to the Nominated Body within 28 days of receipt
- 4 The Council will hold any contribution received under this Deed 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
- 5 At the reasonable written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed 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

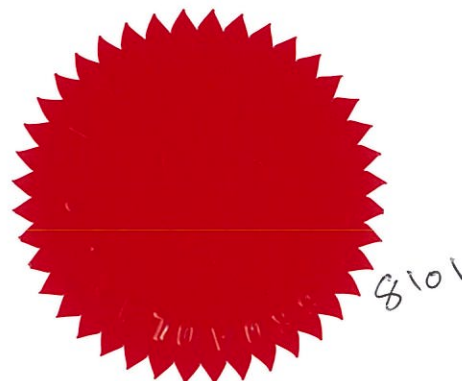
BROADLAND DISTRICT COUNCIL

was affixed hereto in the presence of:

)

)

)



Authorised Signatory:


Deputy Monitoring Officer

and this deed has been duly and properly executed

in accordance with the constitution of Broadland District Council

EXECUTED AS A DEED by

)

CARL PHILIP PALMER in the presence of:

)



Carl Philip Palmer

Witness Name:

JAMIE CHILDS

Witness Address:

HOWES PERCIVAL LLP
FLINT BUILDINGS
1 BEDDING LANE
NORWICH NR3 1RG

Witness Signature:



EXECUTED AS A DEED by)

GAIL ANGELA PALMER in the presence of:)



Gail Angela Palmer

Witness Signature: 

Witness Name: JAMIE CHILPS

Witness Address: **HOWES PERCIVAL LLP**
FLINT BUILDINGS
1 BEDDING LANE
NORWICH NR3 1RG

Executed as a Deed by 

Sarah Joanne Buckler

As attorney for **HSBC UK BANK PLC**

In the presence of 



HSBC UK Bank plc

PO Box 6308, Coventry, CV3 9LB