

Dated 25 June 2021

Broadland District Council  
-and-  
Property Simplified Limited  
- and –  
Dennis John Jeans and Patricia Ann Jeans  
as Trustees of the Honeysuckle Pension Fund

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

relating to land to the East of Manor Road and to the South of  
Newton Street, Newton St Faith

THIS DEED is dated

25 June

20 21

**PARTIES:**

- (1) **Broadland District Council** of Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 0DU (referred to as "the Council")
- (2) **Property Simplified Limited** (Co. Regn. No. 08387661) care of Dennis John Jeans, Ionicera, 96 Norwich Road, Salhouse, Norwich, NR13 6PB (referred to as "the First Owner")
- (4) **Dennis John Jeans** and **Patricia Ann Jeans** of 96 Norwich Road, Salhouse, Norwich, NR13 6PB as **Trustees of the Honeysuckle Pension Fund** (referred to as "the Second Owner")

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 Owner has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.
- (D) The First Owner owns part of the freehold of the Site which is registered at the Land Registry under title number NK484272 and is subject to a charge dated 22.04.2020 held by the Second Owner.
- (E) The Second Owner owns part of the freehold of the Site which is registered at the Land Registry under title number NK471119 and held free from encumbrances other than the matters referred to below.

**1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended.
CIL Regulations	The Community Infrastructure Regulations 2010 as amended

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"> <li>site clearance</li> <li>demolition</li> <li>archaeological investigations</li> <li>ground surveys</li> <li>removal of contamination or other adverse ground conditions</li> <li>erection of temporary fences</li> <li>temporary display of site notices and/or advertisements</li> </ul> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Dwelling	A dwelling to be built on the Site as part of the Development
Index Linked	<p>in relation to a payment to which this expression is applied by this Deed, means index linked from date of decision notice until the date the payment is made ("the index period"), such index linking being an increase or decrease in the amount of the payment equivalent to any change during the index period in the RICS Building Cost Information Service All In Tender Index (but in relation to Schedule 3 (Recreation and Open Space) the index being the Retail Price Index (All Items) published by the Office for National Statistics (or if either of such indices</p>

ceases 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	Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of: construction internal and external refurbishment decoration fitting-out marketing and 'Occupy' and 'Occupied' will be construed accordingly
Owner	Means together the First and Second Owner
Permission	The planning permission to be granted by the Council for residential development and allocated reference number 20191920
Plan	The plan attached to this Deed
Site	The land known as land on the East side of Manor Road, Newton St Faith and registered at H M Land Registry under title number NK484272 and the land on the South side of Newton Street, Newton St Faith and registered at H M Land Registry under title number NK471119 shown edged red on the Plan



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, 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 relate to the Site.
- 2.3 Covenants given by more than one party can be enforced against them individually or jointly.
- 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:
- 2.7.1 they do not enter any individual Dwelling; and
- 2.7.2 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 and clauses 6.4, 7 and 8 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 for himself and his successors in title to observe and perform the obligations and stipulations contained in this Deed.
- 4.2 The Council covenant with the Owner to comply with their respective requirements contained in this Deed.
- 4.3 The Council covenant with the Owner to use its endeavours to issue the Permission within ten days of completion of this Deed.

#### **5 Use of Contributions Indexation and Interest**

- 5.1 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.
- 5.2 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.
- 5.3 Nothing in this Deed binds the Owner to pay;
  - 5.3.1 any contribution before the date on which it is due under the Schedules, or
  - 5.3.2 any contribution at all if the relevant due date is not reached, or
  - 5.3.3 any greater contribution than provided in the relevant Schedule.
- 5.4 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.
- 5.5 The contributions specified in the Schedules are to be Index Linked.
- 5.6 In the event of any delay in paying the contributions specified in the Schedules then from the due date of payment:
  - 5.6.1 the contributions are a debt due to the Council and are recoverable by action by the Council; and



- 5.6.2 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.
- 5.7 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.
- 5.8 Any money from time to time held by the Council in respect of any payment made to the Council by the Owner 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:
- 5.8.1 becomes bankrupt or has a winding-up petition or a petition for an administration order presented against it, or
  - 5.8.2 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
  - 5.8.3 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.
- 5.9 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.

## **6. OTHER PROVISIONS**

- 6.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site (unless the breach occurred before he disposed of his interest).
- 6.2 The Owner confirms that they are the owner of their respective parts of the Site with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 6.3 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 subject to the provisions contained therein, the covenants, restrictions and requirements contained in this Deed shall

not be enforceable against:

- 6.3.1 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 purchaser or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease.
- 6.3.2 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 drainage telecommunications or highways in connection with the Development of the Site.
- 6.3.3 any mortgagee or charge of the Site unless such mortgagee and/ or charge 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 under the Owner
- 6.4 On completion the Owner will pay the Council'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 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 from enforcing any of the provisions in this Deed.
- 6.8 If the Permission is quashed revoked or expires before Commencement then, save for clause 6.4 , this Deed will cease to have effect (insofar only as it has not already been complied with).
- 6.9 Subject to clause 6.10, 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.
- 6.10 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 (acting in its absolute discretion).

- 6.11 This Deed is registrable as a local land charge.
- 6.12 Following the performance and satisfaction of all the obligations contained in this Deed the Council will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.
- 6.13 An agreement, approval, consent or expression of satisfaction required by the Owner from the Council under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.
- 6.14 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this deed has been dated.
- 6.15 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 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.
- 7.3 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.
- 8.2 The Owner 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 Owner disposes of his interest in all or part of the Site he 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.

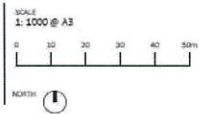
## **9. JURISDICTION**

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

# Schedule 1 The Plan



BROADLAND  
DISTRICT COUNCIL  
17 Sept 2018  
2018/025  
PLANNING CONTROL



DRAWING KEY / LEGEND

REV DATE DESCRIPTION  
A 26.07.18 Issued for Planning

CL: ALJ  
LA

CLIENT  
BRIGHT FUTURE DEVELOPMENTS  
ST FAITHS LTD  
PROJECT  
Residential Development  
ADDRESS  
Field to south of Newton Rd,  
Newton St Faith

STATUS  
PLANNING

DRAWING  
Site/Location Plan

JOB NO.  
5681  
DRAWING NO.  
00  
REVISION  
P1

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Architects, Engineers  
and Cost Consultants



Deputy Monitoring Officer

*Linda Mockford*

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 "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) unless other types of affordable housing are agreed in writing by the Council
"Affordable Housing Mix"	73% Affordable Housing for Rent and 27% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion)
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 58% of the total number of dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"> <li>- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;</li> <li>- full details of the design of the Affordable Dwellings</li> <li>- The identity of the Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;</li> <li>- The number, location, type and size of Affordable Dwellings to be constructed on the Site;</li> <li>- 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</li> </ul>



	<p>agreed by the Council) including the types of Intermediate Housing and Affordable Housing for Rent;</p> <p>- 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>
"Affordable Housing for Rent"	<p>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 the 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 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</p>
"Eligible Household"	<p>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 <b>AND FOR THE AVOIDANCE OF DOUBT</b> 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</p>
"Homes England"	<p>Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate</p>
"Intermediate Housing"	<p>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</p>

	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 July 2018.
"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"	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 form in a form approved by the Council such lease to provide for the following: - not more than 50% and not less than 25% of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider - power to the purchaser to increase their ownership up to 100% if they so wish - an initial rent not exceeding 2.75% of the value of the equity retained by the Provider subject to annual increases not exceeding Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the Homes England
"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 Homes England or

	any subsequent replacement or where there is no such replacement at a rent determined by the Council
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The Owner hereby covenants with the Council as follows:

- 1.1 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 Not to Occupy more than the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred 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 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 those Intermediate Housing dwellings
- 1.5 Not to Occupy more than 30% 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 following terms:
  - a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
  - b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
  - c) with the benefit of all necessary easements, rights and utilities; and



- d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council, the registration of a restriction to secure compliance with the Recycling Obligation
- 1.6 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Connection Cascade)
- 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 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 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it is has first complied with the following:
    - a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
    - b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings
  - 1.7.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title)

## Part 2

### LOCAL LETTINGS AND NOMINATIONS

#### 1. Nomination Rights Policy

1.1 The Policy will apply to all categories of properties on the basis of 100% of all lettings in perpetuity.

#### 2. Allocations will be made to applicants on the Housing Register managed and maintained by Broadland District Council on the following priority basis:

2.1 Residents of Horsham and Newton St Faith who have lived in the Parish for a total of at least 3 of the last 10 years.

2.2 Former residents of Horsham and Newton St Faith who have had their main home in the Parish for 3 of the last 10 years.

2.3 Households who need to move to the parish of Horsham and Newton St Faith to give/receive support from family/relatives.

2.4 Residents of the adjacent parishes of Hainford, Horsford and Spixworth who have lived in these parishes for the last three years.

2.5 People working in the parish of Horsham and Newton St Faith who have done so for a year or more.

2.6 Residents of Horsham and Newton St Faith who have lived in the parish for less than three years.

2.7 Residents of the adjacent parishes of Hainford, Horsford and Spixworth who have lived in these parishes for less than 3 years.

2.8 Residents of the adjacent parishes of Crostwick, Beeston St Andrew, Frettenham, Stratton Strawless, Felthorpe, Drayton, Hellesdon and Old Catton who have lived in these parishes for the last three years.

2.9 Residents of the parishes of Crostwick, Beeston St Andrew, Frettenham, Stratton Strawless, Felthorpe, Drayton, Hellesdon and Old Catton who have lived in these parishes for less than 3 years.

2.10 Residents of Broadland District

2.11 Any other person



### Schedule 3

#### Open Space Contribution

##### 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
"Inflation Provision"	The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2020 and the date upon which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)
"Green Infrastructure Contribution"	Means that part of the Off-Site Open Space Contribution and / or Open Space Maintenance Contribution (if any) allocated to the provision and maintenance of green infrastructure as detailed in Part 3 of this Schedule
"Management Company"	a company to be set up 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 Councils current Open Space Policies 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 of Open Space serving the Development in the parish of Horsham and Newton St Faith

And for Green Infrastructure Contributions to be used at in line with the projects identified in the Council's Green Infrastructure Project Plans or other such projects that meet the aims of policy FN3

"Open Space"

Land 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 Policies

"Open Space Maintenance Contribution"

A financial contribution towards the repair and maintenance of the Open Space within the Site to be calculated in accordance with Part 3 of this Schedule and increased in line with the Inflation Provision

"Open Space Policies"

Means 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 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

"Open Space Scheme"

A scheme securing the provision of Open Space calculated in accordance with Part 4 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:

- full details of the amount of sport, play, allotment and green infrastructure provision to be provided in line with the Open Space Policies
- 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 Owner

**“Unencumbered”**

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

**1. OPEN SPACE**

- 1.1 Not to Commence 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 any Dwelling

**2. ON-SITE OPEN SPACE**

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

- 2.1 To layout 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 Planning Permission
- 2.3 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
- 2.4 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 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 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

## Part 2

### Council Obligations

The Council covenants with the Owner as follows:

- 2.1 The Council shall upon approval of the Open Space Scheme confirm the Nominated Body.
- 2.2 to pay the Open Space Maintenance Contribution to the Nominated Body within 28 days of receipt
- 2.3 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 10 years of receipt to repay the unspent balance to the payer together with any interest accrued

### Part 3

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	<b>£1,147</b>
2 bed	£416	£84	£40	£990	<b>£1,529</b>
3 bed	£520	£105	£49	£1,237	<b>£1,911</b>
4 bed	£623	£126	£59	£1,484	<b>£2,293</b>
5 + bed	£727	£147	£69	£1,732	<b>£2,676</b>

#### Equipping of Off Site Open Space

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

#### Maintenance of Off-Site and On-Site Open Space

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

## Part 4

Extract from Open Space Policies detailing the Area (Sq mtrs) required per dwelling  
for the provision of on-site Open Space

<b>Number of bedrooms</b>	<b>Children's play spaces m<sup>2</sup></b>	<b>Sports facilities m<sup>2</sup></b>	<b>Allotments m<sup>2</sup></b>	<b>Green Infrastructure m<sup>2</sup></b>
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

### Council Covenants

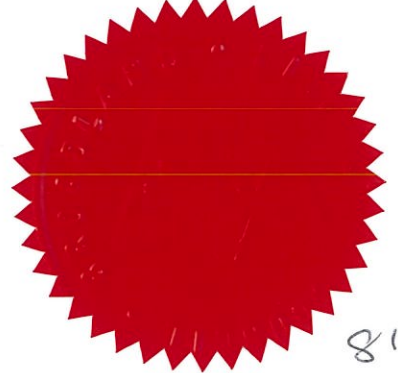
1. The Council covenants that any money paid to it under the provisions of this Deed will be held in an interest bearing account and used for the purpose for which it was paid ("the Approved Purpose")
2. The Council covenants with the Owner that if any money paid to it under the provisions of this Deed has not been used or committed by way of contract for the Approved Purpose within 5 years of the Development being Completed, it will be repaid to the party that paid it together with any interest accrued

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  
Linda Hockford.



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

EXECUTED AS A DEED by Property Simplified Limited )

in the presence of: Dennis Jeanes )

Director:

~~Director/Secretary:~~

EXECUTED AS A DEED by Dennis John Jeans  
A Trustee of Honeysuckle Pension Fund

in the presence of: Glenn Catchpole )

SIGNATURE OF WITNESS  
NAME OF WITNESS  
ADDRESS OF WITNESS  
OCCUPATION OF WITNESS

RETIRED.

GLENN CATCHPOLE  
6. FLOWERDALE CLOSE  
HORTON  
CT4 7ARMOUTH  
NR31 9RR

EXECUTED AS A DEED by Patricia Ann Jeans  
A Trustee of Honeysuckle Pension Fund

in the presence of: Glenn Catchpole , P Jeans

SIGNATURE OF WITNESS  
NAME OF WITNESS  
ADDRESS OF WITNESS  
OCCUPATION OF WITNESS

RETIRED

GLENN CATCHPOLE  
6. FLOWERDALE CLOSE  
HORTON  
CT4 7ARMOUTH  
NR31 9RR