

DATED

12th August

2021

BROADLAND DISTRICT COUNCIL	(1)
NORFOLK COUNTY COUNCIL	(2)
DRAYTON FARMS LIMITED	(3)
HOPKINS HOMES LIMITED	(4)

**DEED OF PLANNING OBLIGATION UNDER SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990 (AS
AMENDED)**

relating to
land adjacent to Hall Lane / School Road, Drayton, Norfolk

Planning Application Reference : 20200640

Birketts

Birketts LLP: Offices in Cambridge | Chelmsford | Ipswich | Norwich | London
www.birketts.co.uk

12th August

The Town and Country Planning Act 1990 (as amended)

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:

site clearance

demolition

archaeological, ecological and other investigations

ground surveys

removal of contamination

erection of temporary fences and site compounds

and 'Commence' and 'Commenced' will be construed accordingly

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

Nominated Officer

The senior officer of the Council responsible for development management or other officer of the Council notified to the Owner

Index Linked

Index linked from the date of this Deed until the date each relevant payment referred to in this Deed is made, such index linking being equivalent to any change in the Retail Price Index (All Items) published by the Office for National Statistics (or if such indices cease to be published, another index notified to the Owner by the Nominated Officer)

Inflation Provision

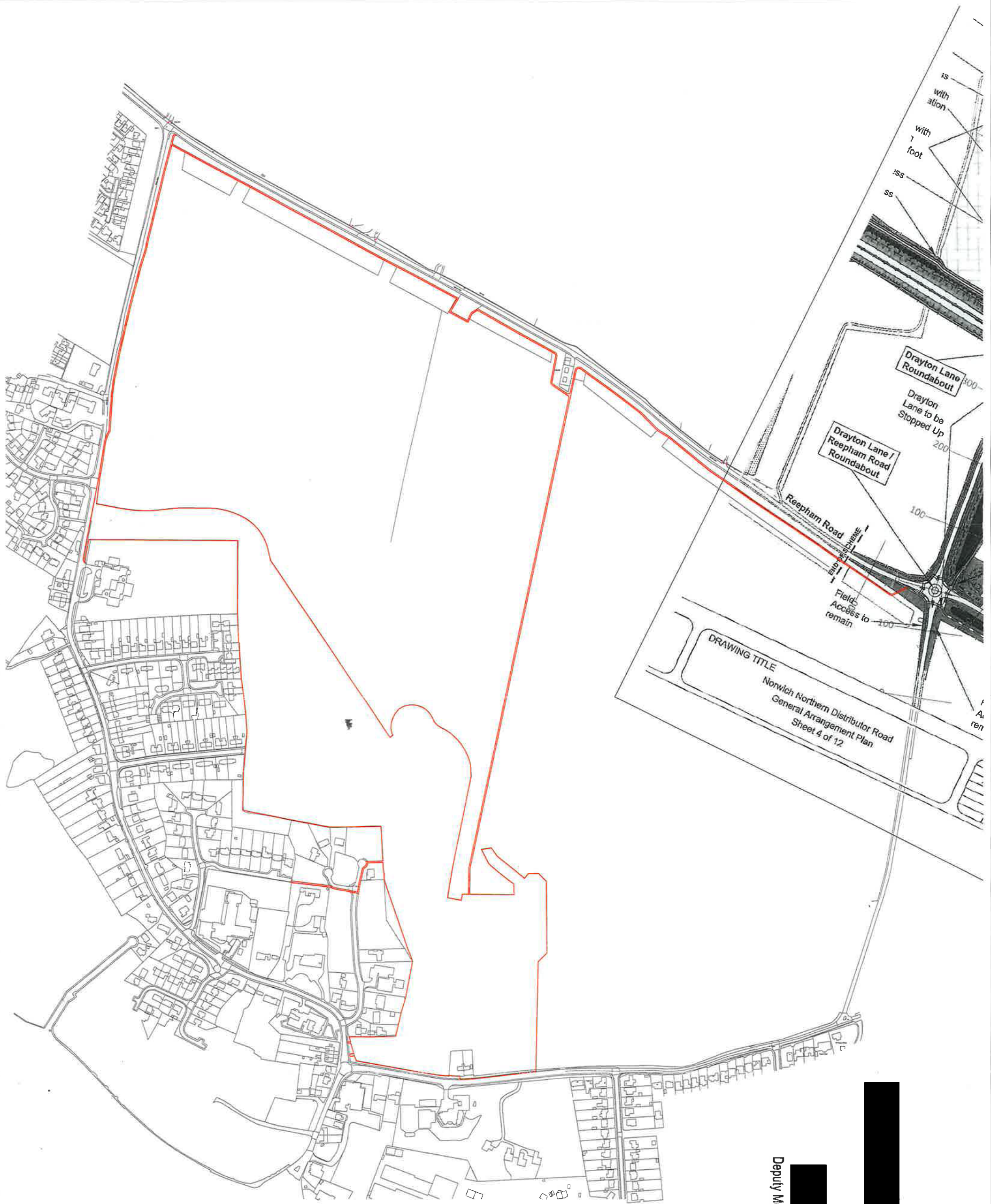
The increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and date of this Deed and the date upon which each relevant payment is made pursuant to this Deed

Occupation	Occupation of the Dwellings on the Site, for residential purposes and 'Occupy' and 'Occupied' will be construed accordingly
Permission	The full planning permission to be granted by the Council for residential development of 267 Dwellings on the Site and allocated reference number 20200640 or if the Council (in its absolute discretion) agree in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development.
Plan	The plan attached to this Deed
Site	The land falling within the area edged red on the Plan which is known as Hall Lane/School Road, Drayton, Norfolk and registered at H M Land Registry under title number NK383746 in the freehold ownership of the Owner and for the avoidance of doubt excludes any land which forms part of public highway
Trigger	Any date, trigger or threshold in the Schedules to this Deed triggering a requirement for the Owner to take specified steps, pay money, or linked to the prohibition of a specified action (and shall include the date of Commencement of the Development)
Working Day	Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England

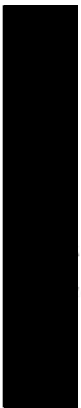
2. LEGAL BASIS

2.1 This Deed is made pursuant to Section 106 of the Act and (to the extent that any matter falls outside that provision) Section 111 of the Local Government Act 1972 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 and are binding and enforceable by the Council and the County against the Site subject to and in accordance with the terms of this Deed **SAVE THAT:**

- 2.1.1 the obligations in paragraph 4, Part 1 of Schedule 2 shall be enforceable against the Allotment Land only and none of the other obligations in this Deed shall be enforceable against the Allotment Land;

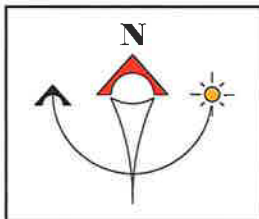


Deputy Monitoring Officer



8134

8219



MELTON PARK HOUSE,
MILTON, WOODBRIDGE,
SUFFOLK IP12 1TJ
TEL: 01394 494800 FAX: 01394 389001

Notes:	
Do not scale from this drawing to ascertain dimensions.	
Copyright for all designs and drawings shall remain with Hopkins Homes in accordance with the Copyright Act	
Rev	Date

PLANNING	
Project:	DRA1
MANOR FARM DRAYTON	001
Drawing:	1:2500 @ A1
LOCATION PLAN	North
Plot Number:	ST
Drawn By:	ST
Checked By:	ST

- 2.1.2 the obligations in Schedule 3 shall be enforceable against the Surgery Expansion Land only and none of the other obligations in this Deed shall be enforceable against the Surgery Expansion Land
- 2.1.3 only the obligations in paragraph 3, Part 1 of Schedule 2 shall be enforceable against the Attenuation Basins and none of the other obligations in this Deed shall be enforceable against the Attenuation Basin Land Owner; and
- 2.1.4 none of the obligations in this Deed shall be enforceable against the Footpath Land Owner
- 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
- 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 This Deed is governed by and interpreted in accordance with the law of England
- 2.6 Where in this Deed reference is made to any clause, paragraph, part, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, part or schedule or recital in this Deed
- 2.7 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.8 Words of the one gender include both other genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.9 The headings and contents list are for reference only and shall not affect the construction of this Deed

3. COVENANTS

- 3.1 The Owner covenants with the Council and the County for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed subject to and in accordance with the terms of this Deed
- 3.2 The Council and the County covenant with the Owner to comply with their respective requirements contained in this Deed

- 3.3 Save for this clause 3.3 and clauses 1, 2, 4, 5, 7 and 8 which shall come into effect on the date of this Deed, the covenants requirements and the planning obligations in this Deed shall not come into effect until Planning Permission is granted and Development is Commenced unless otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants requirements or the planning obligations

4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if they no longer has an interest in the Site or such part thereof to which the breach relates (unless the breach occurred before he disposed of his interest)
- 4.2 The Owner confirms that it is the owner of the Site with full power to enter into this Deed and save for the Developer 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
- 4.3 This Deed will not bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services
- 4.4 On completion of this Deed the Developer will pay the Council's and the County's reasonable legal costs in connection with this Deed
- 4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 4.7 No waiver, express or implied, by the Council or County constitutes a continuing waiver, nor prevents the Council or the County from enforcing any of the provisions in this Deed
- 4.8 Where the agreement, approval, consent, confirmation, service of a notice or expression of satisfaction is required by the Owner from the Council or County under the terms of this Deed such agreement, approval or consent, confirmation, service of a notice or expression of satisfaction shall not be unreasonably withheld or delayed
- 4.9 Following the performance and satisfaction of all the obligations contained in this Deed or upon this Deed ceasing to have effect in the circumstances set out in clause 4.10 the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 4.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed, revoked or otherwise withdrawn or (without

the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development

4.11 This Deed shall not be enforceable against:

4.11.1 owners, occupiers or tenants of individual Dwellings nor against those deriving title from them (save for paragraph 1.8, of Part 1 of Schedule 1 which shall be enforceable against such owners, occupiers and tenants and those deriving title from them but subject to clause 4.11.3);

4.11.2 any statutory undertaker acquiring an interest in the Site for the purposes of its undertaking;

4.11.3 any Registered Provider acquiring an interest in the Site;

4.11.4 persons specified in paragraphs 1.5.1 to 1.5.4, of Part 1 of Schedule 1 in the circumstances therein specified;

4.12 Nothing in this Deed shall prohibit or limit the right or ability to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) before or after the date of this Deed

5. DISPUTES

5.1 If any dispute or difference arising between any of the Parties in respect of any matter contained in this Deed is not resolved between the Parties, any of the Parties may refer such dispute or difference for determination by an expert. The expert will be an independent and suitable person holding appropriate professional qualifications appointed by agreement between the disputing 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 on the disputing parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the disputing parties in equal shares.

5.2 Any expert appointed pursuant to clause 5.1 shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received all written representations.

5.3 The expert shall be required to give notice to each of the relevant parties requiring them to submit to him within fifteen (15) Working Days of notification of his appointment written submissions and supporting material and the other party will be

entitled to make counter written submissions with supporting material within a further fifteen Working Days.

5.4 The expert shall be replaced by a fresh appointee in the event of him or her becoming at any time unable or unwilling for any reason to proceed to discharge his or her functions such fresh appointee to be appointed in accordance with this clause.

5.5 Nothing in this clause will apply to the recovery of liquidated sums or prevent the Parties from commencing or continuing court proceedings

6. INTEREST AND VAT

6.1 If any payment due to the Council or the County under this Deed 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. NOTIFICATIONS

7.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the relevant address set out at the beginning of this Deed, unless written notification of another address has been received

7.2 The Owner will notify the Nominated Officer and the County in writing of the relevant

7.2.1 anticipated Triggers seven days in advance of each anticipated date

7.2.2 known Triggers within seven days of each known date

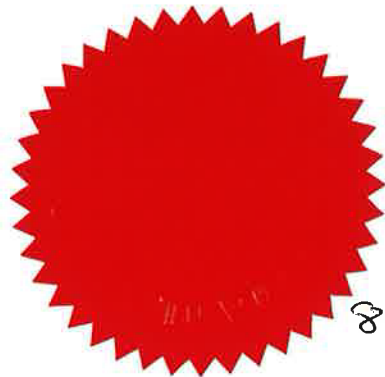
7.3 If the Owner disposes of his interest in all or part of the Site he will notify the Nominated Officer and the County within seven (7) Working Days of the name and address of the new owner and sufficient details to identify the Site or part of the Site disposed of PROVIDED THAT this clause shall not apply in relation to the disposal of individual Dwellings for Occupation as dwelling houses

8. DELIVERY

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

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

THE COMMON SEAL OF
Broadland District Council
was affixed in the presence of :



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

[Redacted]
Deputy Monitoring Officer

Linda Mockford

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

used to sign on behalf of
Director of Governance
Norfolk County Council

Date *11 / 08 / 2021*

Authorised for and on behalf of the Director of Governance
and this deed has been duly and properly executed in accordance
with the constitution of Norfolk County Council



EXECUTED AS A DEED

By **Drayton Farms Limited**

Acting by: [Redacted]

NICOL HANDLEY-HOWARD

Director

In the presence of: [Redacted]

Witness Signature: [Redacted]

Witness Name: *JACK BOYCE*

Witness Address: [Redacted]

Witness Occupation: *Quantity Surveyor*

EXECUTED AS A DEED by Birketts LLP acting by Stefan Harris-Wright
as attorney for

Hopkins Homes Limited in the presence of:

Attorney's signature:

Designated Member of Birketts LLP, as attorney for Hopkins Homes Limited

Witness signature:

Witness name: LISA JANE WALKER

Witness address:

**BIRKETTS LLP
22 STATION ROAD
CAMBRIDGE CB1 2JD**

Witness Occupation: LEGAL SECRETARY

SCHEDULE 1

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 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 or Qualifying Persons whose needs are not met by the market, (including housing that provides a subsidised route to home ownership and which complies with one or more of the definitions of affordable housing in Annex 2 of the NPPF) or such other types of affordable housing as are agreed in writing by the Council;
"Affordable Housing Mix"	the mix of Shared Ownership Dwellings and Affordable Housing for Rent, dwelling types, location and size as set out in Part 2 of this Schedule
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>a scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none">- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;- full details of the design of the Affordable Dwellings- The identity of the Registered Provider [or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;

	<p>AND, where the Parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision:</p> <ul style="list-style-type: none"> - 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 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" in Annex 2 of the NPPF, let by a Registered Provider with an appropriate agreement with Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges (and shall not exceed, on commencement of each tenancy, the local housing allowance for that area) or as otherwise agreed with the Council in writing</p>
"Approved Affordable Housing Scheme"	<p>the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of Part 1 of this Schedule including any amendment, revision or substitution approved by the Council in writing and including any amendment approved by the Council</p>
"Eligible Household"	<p>a person or persons in need of accommodation who are unable to rent or buy on the 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 in writing AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a Shared Ownership Dwelling where it is intended to be included in Homes England's National Affordable Housing Programme</p>

	(or any successor programme approved by the Council in writing) and that criteria would prevent its inclusion
"Dwellings"	the Affordable Dwellings and Open Market Dwellings to be constructed on the Site
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"NPPF"	The National Planning Policy Framework published on 19 February 2019
"Open Market Dwelling"	Any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Open Market Value"	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, (v) and both the buyer and the seller acted knowledgeably prudently and without compulsion
"Practically Complete"	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 Occupation 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"	<p>Either:</p> <ul style="list-style-type: none"> (a) a Registered Provider; or (b) another organisation that owns or is proposed to own 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;
"Qualifying Person"	<p>A person formally approved by / under the Government Help to Buy scheme (or any successor scheme approved by the Council), normally not being an existing homeowner and (in descending order of priority) being either:</p> <ul style="list-style-type: none"> - a person who lives in Broadland District; - a person who has a local connection to Broadland District or - a person who has a connection to any District Council adjoining the Broadland District;
"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"	As defined in the Housing and Regeneration Act 2008;
"Shared Ownership Dwellings"	Dwellings purchased on a Shared Ownership Lease;
"Shared Ownership Lease"	<p>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:</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 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;

1. The Owner hereby covenants with the Council as follows:
 - 1.1 Not to Occupy any part of the Development until the Affordable Housing Scheme has been submitted to and approved in writing by the Council
 - 1.2 Not to construct the Affordable Dwellings otherwise than in accordance with the relevant Approved Affordable Housing Scheme and the timescales and details set out therein
 - 1.3 Unless otherwise agreed with the Council:
 - 1.3.1 not to Occupy more than thirty six (36) Open Market Dwellings until twenty two (22) of the Affordable Dwellings to be provided are Practically Complete in accordance with the Approved Affordable Housing Scheme
 - 1.3.2 not to Occupy more than seventy two (72) Open Market Dwellings until forty six (46) of the Affordable Dwellings to be provided are Practically Complete in accordance with the Approved Affordable Housing Scheme
 - 1.3.3 not to Occupy more than one hundred and eight (108) Open Market Dwellings until sixty seven (67) of the Affordable Dwellings to be provided are Practically Complete in accordance with the Approved Affordable Housing Scheme
 - 1.3.4 not to Occupy more than one hundred and forty four (144) Open Market Dwellings until all of the Affordable Dwellings to be provided are Practically Complete in accordance with the Approved Affordable Housing Scheme

and in each case above have been transferred to the approved Provider (or individual owner-occupiers where appropriate and set out in the Affordable Housing Scheme or

where no such transfer is required their ongoing provision has been secured) in accordance

to enable the transaction to be completed with and subject to the following terms:

- 1.3.5 Unless otherwise agreed with the Council for a consideration at a level which ensures that no Public Subsidy is required
- 1.3.6 free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing; and
- 1.3.7 with the benefit of all necessary easements, rights and utilities; and
- 1.4 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 3 of this Schedule
- 1.5 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the relevant Approved Affordable Housing Scheme PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:
 - 1.5.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016 and for the avoidance of doubt paragraph 1.5.1 shall include a person who has preserved a statutory right to buy or acquire to buy a scheme under the Housing and Planning Act 2016 ;
 - 1.5.2 a Qualifying Person which has stair-cased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest
 - 1.5.3 any mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or charge 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 charge or Receiver PROVIDED THAT it has first complied with the following:
 - 1.5.3.1 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 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

1.5.3.2 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

1.5.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.5 (including their successors in title)

Part 2

Affordable Housing Mix

Affordable Rent	No.	Plot No.s
1 bed 2 person flat	18	60-67,85-88,213-218
2 bed 4 person house	11	35,36,40,41,226-232,
2 bed 3 person flat over car port	3	39,233,239
2 bed 4 person bungalow	4	81-84
3 bed 5 person house	13	33,34,37,38,79,80,186-189,223-225,
3 bed 5 person bungalow	2	119,120
4 bed 7 person house	2	243,244
Sub-Total	53	
Shared Ownership		
2 bed 4 person house	23	58,59,182-185,121-126,209-212,234,235,240-242,245,246
3 bed 5 person house	12	55-57,77,78,178-181,247-249
Sub-Total	35	
TOTAL	88	

Part 2

Nominations

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 or agree) 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 Drayton.
- 1.2 If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Drayton; 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 Drayton to give/receive support to/from close family.
- 1.4 If there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to a person or persons in need of accommodation who are unable to rent or buy on the open market and are approved by the Council in writing.

Administrative Procedure for Nominations

2. The Council shall be granted nomination rights to 100% of the Affordable Housing for Rent at first letting only (unless otherwise agreed in writing) and thereafter the Council shall be granted nomination rights to 75% of the Affordable Housing for Rent.
3. The administrative procedure for nominations under paragraph 2 of this Part 2 shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the Council and the Owner shall agree between them.

SCHEDULE 2

OPEN SPACE, ATTENUATION BASINS AND ALLOTMENTS

Part 1

Owner Obligations

In this part 1 of this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

Allotment Land	land to be set aside to be used as allotments in accordance with the Approved Allotment Scheme at the Site being a maximum size of 1100 square metres and shown on drawing DRA1 003 labelled "Allotments" annexed hereto (or such other drawing as is approved by the Council in writing);
Allotment Land Call Notice	a written notice served by the Council on the Owner no earlier than Occupation of the one hundred and sixtieth (160 th) Dwelling and no later than the date of Completion of the final Dwelling such notice to require the allotments to be laid out on the Allotment Land and transferred to the Parish Council;
Allotments Lease Provisions	<p>a lease of the Allotment Land in accordance with the reasonable requirements of the Council in consultation with Drayton Parish Council to include:</p> <ul style="list-style-type: none">- the transfer of the leasehold estate of the Allotment Land Unencumbered for a period of 99 years- at an annual peppercorn rent- the benefit of all necessary rights and easements- obligations to maintain and repair any communal areas including the private road and the parking spaces- a requirement that Drayton Parish Council's reasonable conveyancing fees and disbursements of up to THREE THOUSAND POUNDS (£3,000) in total are paid for by the Owner;

Allotments Scheme

a scheme including plans drawings and specifications showing but not limited to the layout and design of the allotments including details of any landscaping and access arrangements and secure fencing to also include the following:

- a timetable for delivery of the Allotment Land
- details of the ongoing management and maintenance of the Allotment Land
- such other information as the Council may reasonably require to enable approval of the Allotments Scheme;

Approved Allotment Scheme

the Allotments Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the nominated Officer in writing;

Approved Open Space Scheme

an Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing;

Approved Attenuation Scheme

the Attenuation Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing;

Attenuation Basins Land Owner

the freehold owner of the land on which the Attenuation Basins are situated

Attenuation Basins

the attenuation basins on the Site for the purposes of the drainage of surface water at the Site;

Attenuation Scheme

a scheme including plans drawings and specifications showing but not limited to the layout and design of the Attenuation Basins (or such alternative drainage solution as is agreed with the Council in writing) including details of any landscaping and access arrangements and fencing to also include the following:

- a timetable for delivery of the Attenuation Basins (or alternative drainage solution, as applicable)

- details of the ongoing management and maintenance of the Attenuation Basins (or alternative drainage solution, as applicable)

- such other information as the Council may reasonably require to enable approval of the Attenuation Scheme;

Clear

a site that is free from any known physical hazards that impede building both above and below ground (including, but not limited to, land contamination, electricity pylons, invasive plants such as Japanese knotweed, ponds, ditches or watercourses, void spaces including wells, sumps and pits, asbestos and problems with site access);

Management Company

any company which has been set up for the purposes of managing and maintaining the Open Space and/or the Attenuation Basins (as the context requires);

Off-Site Open Space Contribution

a financial contribution of ONE HUNDRED AND FIFTY SEVEN THOUSAND AND TWENTY SEVEN POUNDS (£157,027.00) towards (the provision of equipment at, and the maintenance of, the play area at Florence Carter Memorial Park maintenance of play areas and the intensification of use of sports provision at King George V and Longdale playing fields and generally in the Parish of Drayton) such contribution to be increased in line with the Inflation Provision;

Open Space

land within the Site to be set aside and used as public open space which may include areas for sports, play (toddler and junior), green infrastructure and other recreational facilities in line with Open Space Policies but which shall not be required to include more than one play area within the Site;

Open Space Policies

the policies contained in the Council's Residential Development Supplementary Planning Document including policy EN1 biodiversity & habitats, EN3 green infrastructure and RL1 provision of formal recreation space or such replacement policies or documents as the Council may specify (or any amendment or revision thereof) relating to the provision of open space,

recreation, sport, green infrastructure and other similar types of amenity land and facilities;

Open Space Scheme

a scheme securing Open Space within the Site and shall include:

-full details of the amount of any sport, play, allotment and green infrastructure provision (as applicable) 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;

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

Unencumbered

in respect of the Allotment Land, on site open space and Attenuation Basins free from all adverse rights, easements, restrictions or other encumbrances to which the Site is not subject as at the date of this Deed and which would interfere with the use of the Allotment Land as allotments, the on-site open space as open space or the Attenuation Basins as a drainage facility and all legal encumbrances which might result in additional cost or liability not normally associated with the aforementioned uses of the Allotment Land, on- site open space or Attenuation Basins (as applicable) but specifically excluding obligations imposed by this Deed and/or in respect of future maintenance and repair.

The Owner hereby covenants with the Council as follows:

1. OFF-SITE OPEN SPACE CONTRIBUTION

- 1.1 To pay FORTY NINE THOUSAND FIVE HUNDRED AND SIXTY NINE POUNDS (£49,569) (increased in line with the Inflation Provision) as the first instalment of the Off-Site Open Space Contribution to the Council prior to Occupation of 50 Dwellings;
- 1.2 Not to Occupy more than 50 Dwellings until FORTY NINE THOUSAND FIVE HUNDRED AND SIXTY NINE POUNDS (£49,569) (increased in line with the Inflation Provision) has been paid to the Council as the first instalment of the Off- Site Open Space Contribution;
- 1.3 To pay FIFTY ONE THOUSAND FIVE HUNDRED AND TWENTY SEVEN POUNDS (£51,527) (increased in line with the Inflation Provision) as the second instalment of the Off-Site Open Space Contribution to the Council prior to Occupation of 110 Dwellings;
- 1.4 Not to Occupy more than 110 Dwellings until FIFTY ONE THOUSAND FIVE HUNDRED AND TWENTY SEVEN POUNDS (£51,527) (increased in line with the Inflation Provision) has been paid to the Council as the second instalment of the Off-Site Open Space Contribution;
- 1.5 To pay the remaining FIFTY FIVE THOUSAND NINE HUNDRED AND THIRTY ONE POUNDS (£55,931) of the Off-Site Open Space Contribution(increased in line with the Inflation Provision) to the Council prior to Occupation of 220 Dwellings;
- 1.6 Not to Occupy more than 220 Dwellings until the remaining FIFTY FIVE THOUSAND NINE HUNDRED AND THIRTY ONE POUNDS (£55,931) of the Off-Site Open Space Contribution (increased in line with the Inflation Provision) has been paid to the Council;

2. ON-SITE OPEN SPACE

- 2.1 Not to Occupy the Development until the Open Space Scheme has been submitted to the Nominated Officer;
- 2.2 Not to Occupy more than 70% of the Dwellings until the Open Space has been provided in accordance with the Approved Open Space Scheme;
- 2.3 To thereafter procure maintenance of the Open Space to a standard suitable for use by members of the public as approved by the Nominated Officer such approval not to be unreasonably withheld or delayed;

2.4 Where any Approved Open Space Scheme provides that Open Space is to be managed by a Management company, not to Occupy more than 75% of the Dwellings in the Development until:

2.4.1 the Management Company has been created to the satisfaction of the Council;

2.4.2 the memorandum and articles of association of the Management Company has been submitted to the Nominated Officer for approval; and

2.5 To transfer the Open Space to the Management Company within 12 months of the date of the last Dwelling sold;

3. ATTENUATION BASINS

3.1 Not to Commence Development until the Attenuation Scheme has been submitted to and approved in writing by the Council;

3.2 To comply with the Approved Attenuation Scheme and to thereafter maintain the Attenuation Basins (or such alternative drainage solution as is agreed with the Council in writing) Unencumbered to a standard suitable as approved by the Nominated Officer until the Attenuation Basins (or alternative drainage solution, as applicable) is transferred or its maintenance secured in accordance with the Approved Attenuation Scheme;

3.3 Where any Approved Attenuation Scheme provides that the Attenuation Basins is to be managed by a Management Company, not to Occupy more than 85% of the Dwellings in the Development until:

3.3.1 the Management Company has been created to the satisfaction of the Council;

3.3.2 the memorandum and articles of association of the Management Company has been submitted to the Nominated Officer for approval

3.4 To transfer the Attenuation Basins to the Management Company within 12 months of the date of the last Dwelling sold

4. ALLOTMENTS

4.1 Not to Commence or allow Commencement of the Development unless and until the Allotments Scheme has been submitted to the Council for Approval;

4.2 Not to Occupy or allow Occupation of more than 55 Dwellings unless and until the Allotments Scheme has been approved in writing by the Nominated Officer;

- 4.3 To keep the Allotment Land Clear and Unencumbered until Completion of the final Dwelling or (if earlier) the transfer of the Allotment Land pursuant to an Allotment Land Call Notice;
- 4.4 Within 4 months of service of the Allotment Land Call Notice (or, if later, within 4 months of approval of the Allotments Scheme by the Council) to lay out the allotments on the Allotment Land in accordance with the Approved Allotment Scheme and to deliver to Drayton Parish Council an executed transfer of the leasehold of the Allotment Land which accords with the Allotment Lease Provisions with an irrevocable authority to complete;
- 4.5 Following transfer of the Allotment Land pursuant to an Allotment Land Call Notice the Allotment Land shall be managed and maintained and used only for allotments unless otherwise agreed in writing with the Council;

PROVIDED THAT if the Council does not serve the Allotment Land Call Notice on the Owner before the Completion of the final Dwelling the Allotment Land may be developed or used for purposes other than allotments subject to the Owner obtaining any necessary statutory consents.

Part 2

Council Obligations

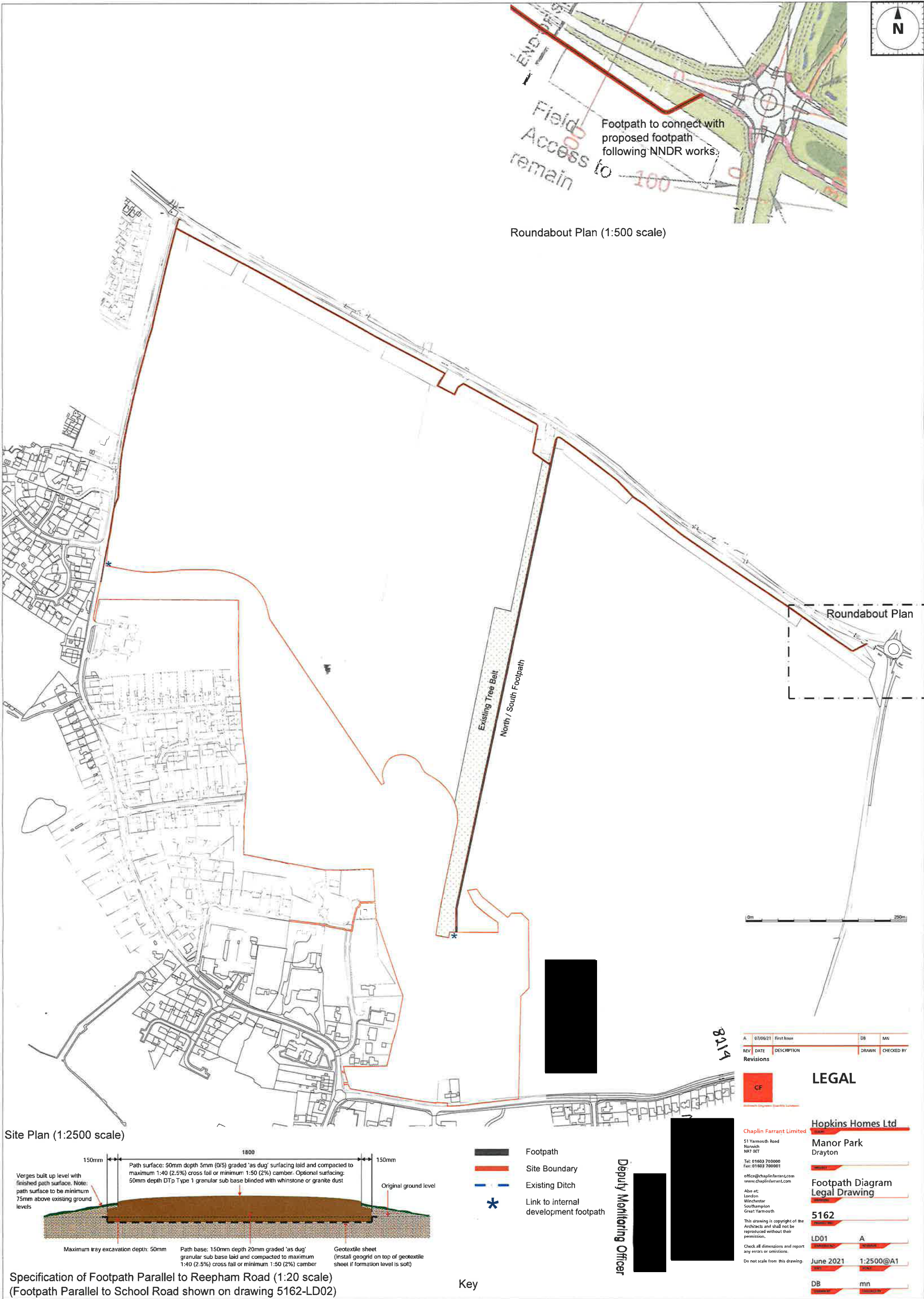
- 5. The Council covenants with the Owner as follows:
 - 5.1 to deposit any Off-Site Open Space Contribution received under this Deed in an interest bearing account and apply the capital and any interest accrued towards the purposes for which the contribution was paid;
 - 5.2 to make available to the Owner such information as the Council can reasonably be expected to provide in response to requests from the Owner as to how the Off-Site Open Space Contribution has been or is proposed to be spent;
 - 5.3 in the event that the Off-Site Open Space Contribution has not been committed (by way of contract or expenditure of monies) in accordance with this Deed within 5 years of Occupation of 220 Dwellings to refund any unspent balance of the contribution to the payer together with any interest accrued.

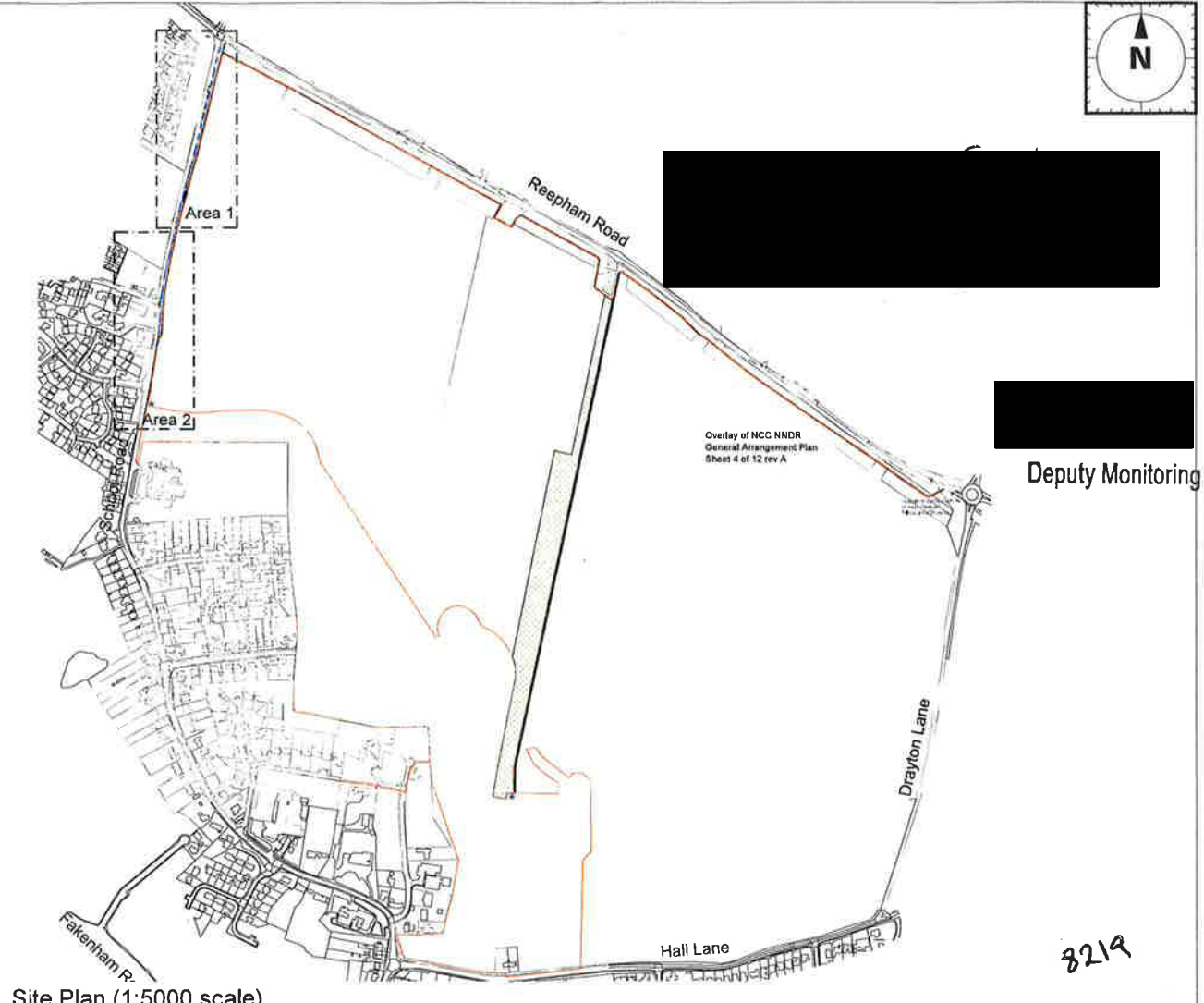
Part 3

Green Infrastructure

In this Part 3 of this Schedule (and elsewhere in this Deed where the context permits) the following words and expressions shall have the following meanings:

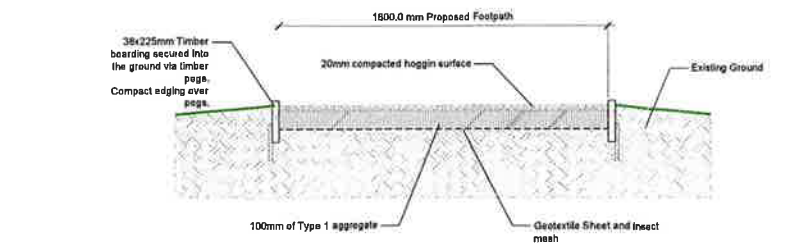
"Footpath Land Owner"	The freehold owner of the land on which the Footpaths are to be located;
"Footpaths"	The Reepham Road Footpath, the School Road footpath and the North/South Footpath to be delivered in accordance with this Deed and the specifications shown on drawings 5162 LD01 Revision A and 5162 LD02 Revision A (or such other specification as is agreed with the Council in writing);
"Green Infrastructure"	The green infrastructure to be delivered in the vicinity of the Site to include the Footpaths and the landscaping adjacent to the electricity substation and the seating area (providing one seat) adjacent to the North/South Footpath;
"Green Infrastructure Management Scheme"	A scheme detailing arrangements for securing the ongoing management and maintenance of the Green Infrastructure including the body to be responsible for such management and maintenance;
"Green Infrastructure Commuted Sum"	A contribution of ONE HUNDRED AND FOURTEEN THOUSAND NINE HUNDRED AND THIRTY TWO POUNDS (£114,932) (increased in line with the Inflation Provision) to be used by the Council towards the management and maintenance of the Green Infrastructure in accordance with the Green Infrastructure Management Scheme;
"Nominated Body"	The body specified in the approved Green Infrastructure Management Scheme as being responsible for managing and maintaining the Green Infrastructure;
"North/South Footpath"	The footpath between the sub-station on Reepham Road and the eastern boundary of the development and shown on drawing 5162 LD01 Revision A or such other drawing as is agreed with the Council;



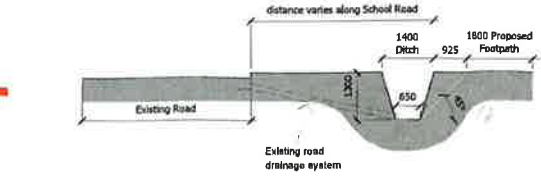


- Site Plan (1:5000 scale)
- Footpath
 - Site Boundary
 - Existing Ditch
 - * Link to internal development footpath

Key



Specification of Footpath Parallel to School Road (1:20 scale)
(Footpath Parallel to Reepham Road shown on drawing 5162-LD01)



Typical Section through School Road ditch (1:100 scale)

REV	DATE	DESCRIPTION	DRAWN	CHECKED BY
A	07.06.21	First Issue	DB	MM

Revisions

LEGAL

Hopkins Homes Ltd
Manor Park
Drayton

School Road Footpath Legal Drawing

5162
LD02

June 2021 as shown@A1

DB mn

"Reepham Road Footpath"	The footpath between the junction with School Road and Reepham Road and the roundabout on Reepham Road with Drayton Lane and shown on drawing 5162 LD01 Revision A or such other drawing as is agreed with the Council ;
"School Road Footpath"	The footpath between the vehicular access to the Development on School Road and Reepham Road and shown on shown on drawing 5162 LD02 Revision A or such other drawing as is agreed with the Council.

1. The Owner covenants with the Council as follows:
 - 1.1 To submit the Green Infrastructure Management Scheme to the Council for approval prior to Occupation of 100 Dwellings;
 - 1.2 Not to Occupy more than 110 Dwellings until the Green Infrastructure Management Scheme has been approved in writing by the Council;
 - 1.3 Not to Occupy more than 125 Dwellings until the School Road Footpath has been delivered in accordance with the specification shown on drawing 5162 LD02 Revision A (or such other specification as is agreed with the Council in writing);
 - 1.4 Not to occupy more than 175 dwellings until the Reepham Road Footpath has been delivered in accordance with the specification shown on drawing 5162 LD01 Revision A (or such other specification as is agreed with the Council in writing);
 - 1.5 Not to occupy more than 220 Dwellings until the North/South footpath has been delivered in accordance with the specifications shown on drawing 5162 LD01 Revision A (or such other specification as is agreed with the Council in writing);
 - 1.6 Subject to paragraph 2 and unless otherwise agreed with the Council, to pay to the Council the Green Infrastructure Commuted Sum prior to Occupation of 220 Dwellings;
 - 1.7 Subject to paragraph 2 and unless otherwise agreed with the Council, not to Occupy more than 220 Dwellings until the Green Infrastructure Commuted Sum has been paid to the Council;
 - 1.8 To submit a revised Green Infrastructure Management Scheme to the Council for approval in the circumstances set out in paragraph 5.3.3 of this Schedule.

2. It is hereby agreed between the Parties that the Green Infrastructure Commuted Sum shall not be required to be paid to the Council until the Nominated Body has provided the Footpath Land Owner with the following:
 - 2.1 a full written indemnity on terms acceptable to the Footpath Land Owner in respect of any liability claims or proceedings whatsoever arising under statute or common law in respect of the use by the public of the Green Infrastructure and in respect of the execution of works by or on behalf of the Nominated Body for the management and maintenance of the Green Infrastructure; and
 - 2.2 evidence of insurance being held by the Nominated Body on terms acceptable to the Footpath Land Owner against any liability claims or proceedings whatsoever arising under statute or common law in respect of the public use of the Green Infrastructure and in respect of the execution of works by or on behalf of the Nominated Body for the management and maintenance of the Green Infrastructure.
3. It is hereby agreed between the Parties that the Green Infrastructure shall not be required to be open to the public until the following are satisfied:
 - 3.1 the requirements of paragraphs 2.1 and 2.2 of this Schedule have been satisfied;
 - 3.2 the Green Infrastructure Management Scheme has been approved by the Council;
 - 3.3 the Green Infrastructure Commuted Sum has been paid to the Nominated Body; and
 - 3.4 if the Council is not the Nominated Body, the commitments set out in paragraph 4 of this Schedule have been secured from the Nominated Body.
4. The Owner covenants with the Council that if the approved Green Infrastructure Management Scheme specifies that a body other than the Council shall be the Nominated Body the Owner shall secure the following as commitments to the Council and the Footpath Land Owner from the Nominated Body:
 - 4.1 that the Nominated Body will manage and maintain the Green Infrastructure in accordance with the approved Green Infrastructure Management Scheme;
 - 4.2 that the Nominated Body will deposit the Green Infrastructure Commuted Sum in an interest bearing account and apply the capital and any interest accrued towards the management and maintenance of the Green Infrastructure in accordance with the approved Green Infrastructure Management Scheme and for no other purpose;
 - 4.3 that the Nominated Body will make available to the Council and the Footpath Land Owner information in response to requests from the Council as to how the Green Infrastructure Commuted Sum has been or is proposed to be spent;

- 4.4 in the event that the Green Infrastructure Commuted Sum has not been committed (by way of contract or expenditure of monies) within 10 years of receipt of payment of the Green Infrastructure Commuted Sum to refund any unspent balance of the Green Infrastructure Commuted Sum to the party that paid the Green Infrastructure Commuted Sum to the Council pursuant to paragraph 1.6 of this Schedule;
5. The Council covenants with the Owner as follows:
- 5.1 To use reasonable endeavours to provide approval in writing of the Green Infrastructure Management Scheme within 8 weeks of submission of the Green Infrastructure Management Scheme in full to the Council
- 5.2 If the approved Green Infrastructure Management Scheme specifies that the Council shall be the Nominated Body:
- 5.2.1 Following receipt of the Green Infrastructure Commuted Sum the Council shall manage and maintain the Green Infrastructure in accordance with the approved Green Infrastructure Management Scheme;
- 5.2.2 the Council shall deposit the Green Infrastructure Commuted Sum in an interest bearing account and apply the capital and any interest accrued towards the management and maintenance of the Green Infrastructure in accordance with the approved Green Infrastructure Management Scheme and for no other purpose; and
- 5.2.3 in the event that the Green Infrastructure Commuted Sum has not been committed (by way of contract or expenditure of monies) within 10 years of receipt of payment of the Green Infrastructure Commuted Sum the Council shall refund any unspent balance of the contribution to the payer together with any interest accrued.
- 5.3 If the approved Green Infrastructure Management Scheme specifies that a body other than the Council shall be the Nominated Body:
- 5.3.1 subject to paragraph 5.2.2 of this Schedule, as soon as practicable following receipt of the Green Infrastructure Commuted Sum under paragraph 1.6 of this Schedule the Council shall pay the Green Infrastructure Commuted Sum to the Nominated Body for use towards the management and maintenance of the Green Infrastructure;
- 5.3.2 the Council shall not pay the Green Infrastructure Commuted Sum to the Nominated Body until the requirements of paragraphs 2.1 and 2.2 of this Schedule have been satisfied and until the commitments listed in paragraph 4 of this Schedule have been secured from the Nominated Body;

5.3.3 if the commitments listed in paragraph 4 of this Schedule have not been secured from the Nominated Body within 3 months of receipt by the Council of the Green Infrastructure Commuted Sum, the Council shall:

5.3.3.1 consider a revised Green Infrastructure Management Scheme submitted by the Owner, which may specify an alternative Nominated Body; and

5.3.3.2 following approval of a revised Green Infrastructure Management Scheme by the Council, the Parties shall comply with the terms of this Part 3 of this Schedule in respect of any such revised Green Infrastructure Management Scheme.

5.4 The Council shall make available to the Owner such information as the Council can reasonably be expected to provide in response to requests from the Owner as to how the Green Infrastructure Commuted Sum has been or is proposed to be spent.

SCHEDULE 3

SURGERY LAND

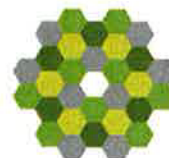
Owner's Obligations

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

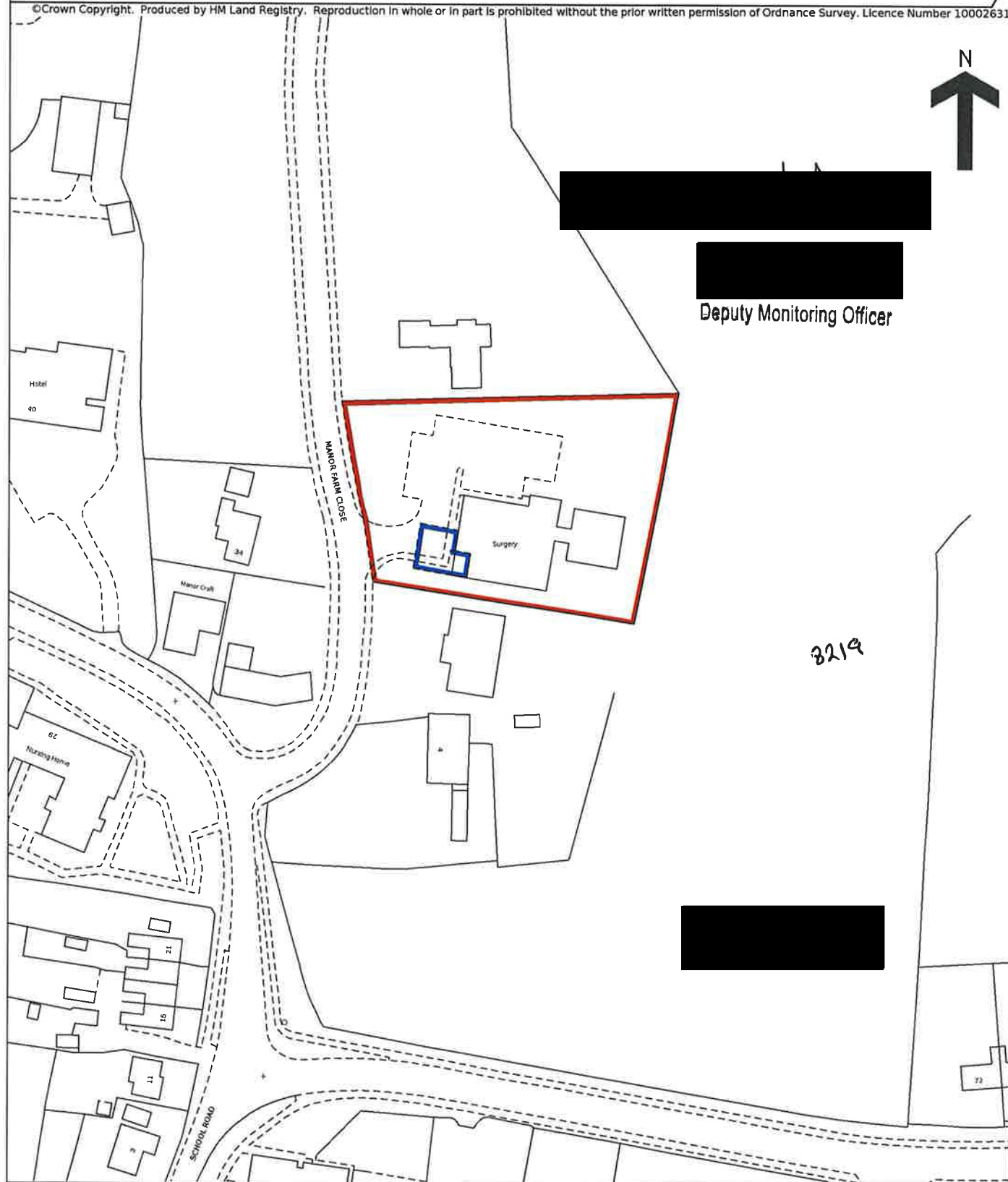
Clear	in a physical condition suitable for the expansion of the Existing Surgery (such expansion being as proposed by the Existing Surgery for the land, whether being additional car parking, extended or new buildings or otherwise) such that the land is free from uses such as allotments and any known physical hazards that impede building both above and below ground (including, but not limited to, land contamination, electricity pylons, invasive plants such as Japanese knotweed, ponds, void spaces including wells, sumps and pits, asbestos and problems with site access) to the reasonable satisfaction of the Council;
Existing Surgery	the existing Doctor's surgery at Drayton Medical Practice, Manor Farm Close, Norwich, NR8 6EE;
Existing Surgery Land	the area shown edged red on the title plan for title NK264948 attached to this Deed;
Inspection Request	a written request by the Council to inspect the Surgery Expansion Land;
Surgery Expansion Land	land within the Site being the width of the Existing Surgery Land and a depth of 23 metres or thereabouts such land to be used to expand the Existing Surgery (whether by way of additional car parking, extended or new buildings or otherwise) and to be provided Clear and Unencumbered in accordance with the provisions of this Deed;
Surgery Expansion Land Notice	a written notice served by the Council on the Owner within 5 years of Commencement of Development such notice to require the Surgery Expansion Land to be transferred to the owner of the Existing Surgery for use in connection with the Existing Surgery;

HM Land Registry
Official copy of
title plan

Title number **NK264948**
Ordnance Survey map reference **TG1813NW**
Scale **1:1250**
Administrative area **Norfolk : Broadland**



© Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316



Deputy Monitoring Officer

Unencumbered

free from any legal constraints to transfer (including but not limited to trust covenants, charity law, formal or informal lease agreements, charges and written or unwritten assurances to other bodies or individuals) which would interfere with the use of the Surgery Expansion Land to expand the Existing Surgery (whether by way of additional car parking, extended or new buildings or otherwise) and all legal encumbrances which might result in additional cost or liability to the Existing Surgery not normally associated with the use of the Surgery Expansion Land in the manner required by the Existing Surgery.

1. The Owner hereby covenants with the Council as follows:
 - 1.1 To reserve the Surgery Expansion Land for a period of 5 years from the Commencement of the Development or until the Surgery Expansion Land has been transferred to the owners of the Existing Surgery whichever is earliest.
 - 1.2 If within 2 weeks of service of the Surgery Expansion Land Notice the Council serves on the Owner a request to inspect the Surgery Expansion Land, the Owner shall not transfer the Surgery Expansion Land to the Existing Surgery until the Council (or its employees, contractors and/or agents) has inspected the Surgery Expansion Land and confirmed that it is suitable for transfer to the Existing Surgery for the uses intended by the Existing Surgery PROVIDED THAT such inspection shall be at a time and date agreed between the Owner and the Council in writing
 - 1.3 Subject to paragraph 1.2 above, following service of the Surgery Expansion Land Notice the Owner shall deliver to the freehold owner of the Existing Surgery an executed transfer of the freehold or leasehold of the Surgery Expansion Land Clear and Unencumbered for use in connection with the medical surgery with an irrevocable authority to complete and upon the following terms:
 - 1.3.1 the transfer shall take place on such date as shall be agreed in writing between the Owner and the Existing Surgery;
 - 1.3.2 without prejudice to the definition within this Deed of the terms "Clear" and "Unencumbered" the transfer of the Surgery Expansion Land shall contain all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the Surgery Expansion Land by the Existing Surgery;

1.3.3 the consideration for the transfer shall be at market value based on surgery land use.

2. For the avoidance of doubt if the Council does not serve the Surgery Expansion Land Notice on the Owner within 5 years of Commencement of Development the Surgery Expansion Land may be developed or used for purposes other than the expansion of the Existing Surgery subject to the Owner obtaining any necessary statutory consents.

SCHEDULE 4

HIGHWAYS

Highways contributions

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

Public Transport Improvement Contribution	the sum of THIRTY FIVE THOUSAND and THIRTY ONE POUNDS (£35,031) Index Linked to be used towards the improvement and maintenance of public transport facilities serving the Development;
--	---

Part 1

Owner's Obligations

The Owner hereby covenants with the County as follows:

1. Prior to Occupation of the Development to pay the Public Transport Improvement Contribution to the County.

Part 2

County Obligations

The County hereby covenants with the Owner as follows:

1. To deposit any contribution received under this Deed in an interest bearing account and apply the capital and any interest accrued towards the purposes for which those contribution was paid.
2. To make available to the Owner such information as the County can reasonably be expected to provide in response to requests from the Owner as to how the contributions received under this Deed have been or are proposed to be spent.
3. In the event that any contribution received under this Deed or part thereof has not been committed (by way of contract or expenditure of monies) within 10 years of receipt of payment of the contribution to refund any unspent balance of the contribution to the payer together with any interest accrued.

SCHEDULE 5

Travel Plan

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

“Approved Travel Plan”	means the Travel Plan submitted to the County by the Owner in accordance with the conditions of the Planning Permission and approved by the County in writing
“Bond Sum”	means the sum of £530 per Dwelling or such other sum as the County may agree in writing being the cost of implementation of and compliance with the Approved Travel Plan such sum to be Index Linked
“Travel Plan”	means a framework of options/measures to enable and encourage people to travel more sustainably and to reduce the need to travel being site and people specific
“Travel Plan Bond”	means a bond in the form annexed at Annex 1
“Travel Plan Review Fee”	means the sum of £2500 (payable in accordance with clause 1.4 – 1.4.1 over 5 instalments of £500) towards the monitoring by the County of the Travel Plan such sum to be Index Linked
“Travel Plan Update”	means a Mode of Travel Survey prepared in consultation with the County detailing how the Approved Travel Plan has operated during the relevant period and its effectiveness

The Owner hereby covenants with the County as follows:

1. TRAVEL PLAN

- 1.1 Not to Commence the Development until a Travel Plan has been submitted to the County for approval as an Approved Travel Plan in accordance with the Planning Permission and thereafter to monitor and review the Approved Travel Plan and submit a Travel Plan Update to the County on the twelve month anniversary after the date of first Occupation of the Development and on subsequent anniversaries

(or such other date as may be agreed with the County) such monitoring to continue each year until the second anniversary of final Occupation of the Development; and

1.2 Not to allow first Occupation of any Dwelling until it has complied with paragraphs 1.2 (a) or 1.2 (b) below:

(a) obtained and provided to the County the Travel Plan Bond with a Surety approved by the County for the Bond Sum ("the Approved Travel Plan Bond");

OR

(b) deposited the Bond Sum with the County ("the Travel Plan Deposit")

AND

1.3 Prior to first Occupation of any Dwelling to pay the first instalment of the Travel Plan Review Fee a sum of £500 (Index Linked) ("the First Payment") and;

1.3.1 On the anniversary of the First Payment and thereafter for the following 3 successive years on the same anniversary to pay the sum of £500 (Index Linked in each case)

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

1.5 If after a period of 28 days the Owner has failed in the reasonable opinion of the County to comply with the Performance Notice the County may call in the Approved Travel Plan Bond or utilise the Travel Plan Deposit as the case may be and carry out the requirements of the Approved Travel Plan without further recourse to the Owner.

Annex 1

Form of Travel Plan Bond

DATED _____ 20

- and -

BOND

in respect of

Norfolk County Council

County Hall

Martineau Lane

NORWICH

NR1 2DH

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

this day of 20

By [] ("the Surety")

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

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

WHEREAS:

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

(B) the Surety at the request of the Developer and with the approval of the County Council
has agreed to become the surety for the Developer and will pay to the County Council the
Bond Sum upon demand.

NOW THIS DEED WITNESSES:

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

2. upon receipt by the Surety of the County Council's written demand stating "the
Developer has failed to duly perform and observe all the terms of the Agreement" ("Demand")
the Surety shall pay to the County Council within 28 days of receipt of the Demand such
amount as certified by the County Council as is required to satisfy and discharge the damages
sustained by the County Council (including without prejudice to the generality thereof any costs
actually incurred by the County Council pursuant to the Agreement)

3. receipt of a Demand from the County Council shall be taken as conclusive evidence
by the Surety for the purposes of this Bond that a breach has occurred and the sum demanded
is properly due PROVIDED THAT the amount demanded does not exceed the Bond Sum.

4. Multiple Demands may be made pursuant to this Bond up to the Bond Sum
5. Subject to the Developer performing the obligations in the Agreement the Bond Sum will reduce as follows:
 - a) Upon receipt of written confirmation from the County Council the Bond Sum shall be reduced by one fifth of the original Bond Sum upon the first anniversary of first Occupation (as defined in the Agreement) and thereafter upon receipt of the County Council's written confirmation by a further one fifth on each subsequent anniversary of first Occupation
 - b) To nil on the fifth anniversary of first Occupation PROVIDED THAT the County Council has provided it's written confirmation that the obligations in the Agreement have been complied with
6. This Bond shall expire upon the earlier of:
 - a) The date upon which the Bond Sum is reduced to nil: or
 - b) The date upon which the County Council confirms in writing that the Bond is no longer required and the same is formally released
7. This Bond is a continuing obligation and shall remain in full force until released or discharged in accordance with the provisions contained herein.
8. This Bond is personal to the County Council and is not transferable or assignable without the consent of the Surety such consent not to be unreasonably withheld PROVIDED THAT a Statutory successor in title to the County Council shall automatically be deemed to have the consent of the Surety and will benefit from this Bond
9. Subject to Clause 8 above no party who is not a party to this Bond shall be entitled to enforce any of its terms for his own benefit and the application of the Contracts (Rights of Third Parties) Act 1999 to the terms of this Bond are hereby expressly excluded .
10. This Bond shall be governed by and construed in accordance with the law of England.

SIGNED as a Deed by
the Surety acting by:-

AUTHORISED SEALING OFFICER

AUTHORISED SEALING OFFICER