

Dated 8th October 2019

Broadland District Council

-and-

SCR Limited

- and -

Blanmar 1 LLP

-and-

Blanmar 2 LLP

-and-

Taylor Wimpey UK Limited

**DEED OF PLANNING OBLIGATION
UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**
relating to land adjacent to Mahoney Green,
Rackheath

THIS DEED is dated

8th October

2019

PARTIES:

- (1) **Broadland District Council** of Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 0DU (referred to as "the Council")
- (2) **SCR Limited** (incorporated in Hong Kong), (Co. Regn. No. 2015076) whose registered office is at [The Pines, 50 Connaught Road, Attleborough, Norfolk, NR17 2BP] (referred to as "the First Owner")
- (3) **Blanmar 1 LLP**, (Co. Regn. No. OC334095) whose registered office is at The Woodhouse, 29 Grange Road, Stanwick, Northants, NN9 6PZ referred to as ("the Second Owner")
- (4) **Blanmar 2 LLP**, (Co. Regn. No. OC342566) whose registered office is at The Woodhouse, 29 Grange Road, Stanwick, Northants, NN9 6PZ referred to as ("the Third Owner")
- (5) **Taylor Wimpey UK Limited**, (Co. Regn. No. 01392762) whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR referred to as ("the Developer")

together referred to as "the Parties"

INTRODUCTION

- (A) The Council is a local planning authority for the area within which the Site is located
- (B) The Owners and the Developer have applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (C) The First Owner owns part of the Site registered under title number NK435258 and the Second Owner owns part of the Site registered under title number NK378711 and the Third Owner owns part of the Site registered under title number NK387518.
- (D) The Second Owner and the Third Owner have a charge over the First Owner's part of the Site

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
Application	The application for outline planning permission submitted to the Council for the Development and allocated reference number 20172208
Commencement Date	<p>The date on which the Development commences by the carrying out on the Site of a material operation pursuant to the Permission as defined in Section 56(4) of the Act, except operations consisting of:</p> <ul style="list-style-type: none">site clearancedemolitionarchaeological investigationsground surveysremoval of contaminationerection of temporary fences <p>and "Commence" and "Commenced" shall be construed accordingly</p>
Development	The development of the Site for residential development comprising approximately 205 dwellings (subject to detailed design); detailed design for the provision of a new vehicular and pedestrian accesses (including emergency) on to Green Lane West; hard and soft landscaping works (including informal open space on land west of the NNDR), earth bunding for noise attenuation from the NNDR, surface water drainage attenuation; and associated site infrastructure
Dwelling	A dwelling to be built on the Site as part of the Development and "Dwellings" shall be construed

accordingly

Index Linked

Index linked from the date of this Deed until the date any payment referred to in this Deed is made, such index linking being equivalent to any change in the RICS Building Cost Information Service All In Tender Index (or if such indices cease to be published, another index agreed between the Nominated Officer and the Owners)

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

Owners

Together the First, Second and Third Owner

Permission

The outline planning permission to be granted by the Council pursuant to the Application

Plan 1

The plan labelled plan 1 attached to this Deed at Schedule 1

s73 Permission(s)	Any planning permission(s) granted pursuant to section 73 of the Act for the removal or variation of any of the conditions imposed on the Permission
Site	The land adjacent to Mahoney Green, Rackheath and registered at H M Land Registry under title numbers NK378711, NK387518 and NK435258 shown edged red on the Plan
Trigger	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 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 enforceable by the Council
- 2.2. It is agreed by the Parties that any obligation contained within this Deed which sets out how a planning obligation will be performed will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended
- 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. This Deed is governed by and interpreted in accordance with the law of England

3. **COMMENCEMENT**

3.1. The provisions of this Deed shall take effect on the date hereof save for the provisions of clauses 4.1 and 4.2 which shall come into effect on the Commencement Date

4. **COVENANTS**

4.1. The Owners covenant with the Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in the Schedules to this Deed

4.2. Save for the obligations contained in Schedule 2 (Affordable Housing) 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:

4.1.1 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.

4.1.2 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the

Development of the Site.

- 4.3. The Council covenants with the Owners to comply with its requirements contained in this Deed

5. OTHER PROVISIONS

- 5.1. No person will be liable for any breach of this Deed if he no longer has an interest in the Site or the part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)
- 5.2. The Owners confirm that they are the owners 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
- 5.3. This Deed will not bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services
- 5.4. On completion the Owners will pay the Council's reasonable legal costs in connection with this Deed
- 5.5. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 5.6. If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 5.7. No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed

6. DISPUTES

- 6.1. 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
- 6.2. Nothing in this Clause 6 will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

7. INTEREST AND VAT

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

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 Owners will notify the Nominated Officer in writing of the relevant:
 - 8.2.1. anticipated Triggers seven days in advance of each anticipated date;
and

8.2.2. actual Triggers within seven days of each actual date

8.3. If the Owners dispose of their interest or any part of it in all or part of the Site they will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site save for disposals of Dwellings to individual owners

9. SECTION 73 PERMISSIONS

9.1. Unless otherwise agreed between the Owners and the Council if a s73 Permission is granted by the Council in relation to the Development, then with effect from the date that each such s73 Permission is granted:

9.1.1. the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent s73 Permission(s) and the Site itself without any further act by the Parties subject to any additional obligations that shall be entered into via a deed of variation relating to any such s73 Permission(s);

9.1.2. the definitions of Development, Application and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the Act, the s73 Permission(s) granted pursuant to any such application and the development permitted by such s73 Permission(s)

PROVIDED THAT:

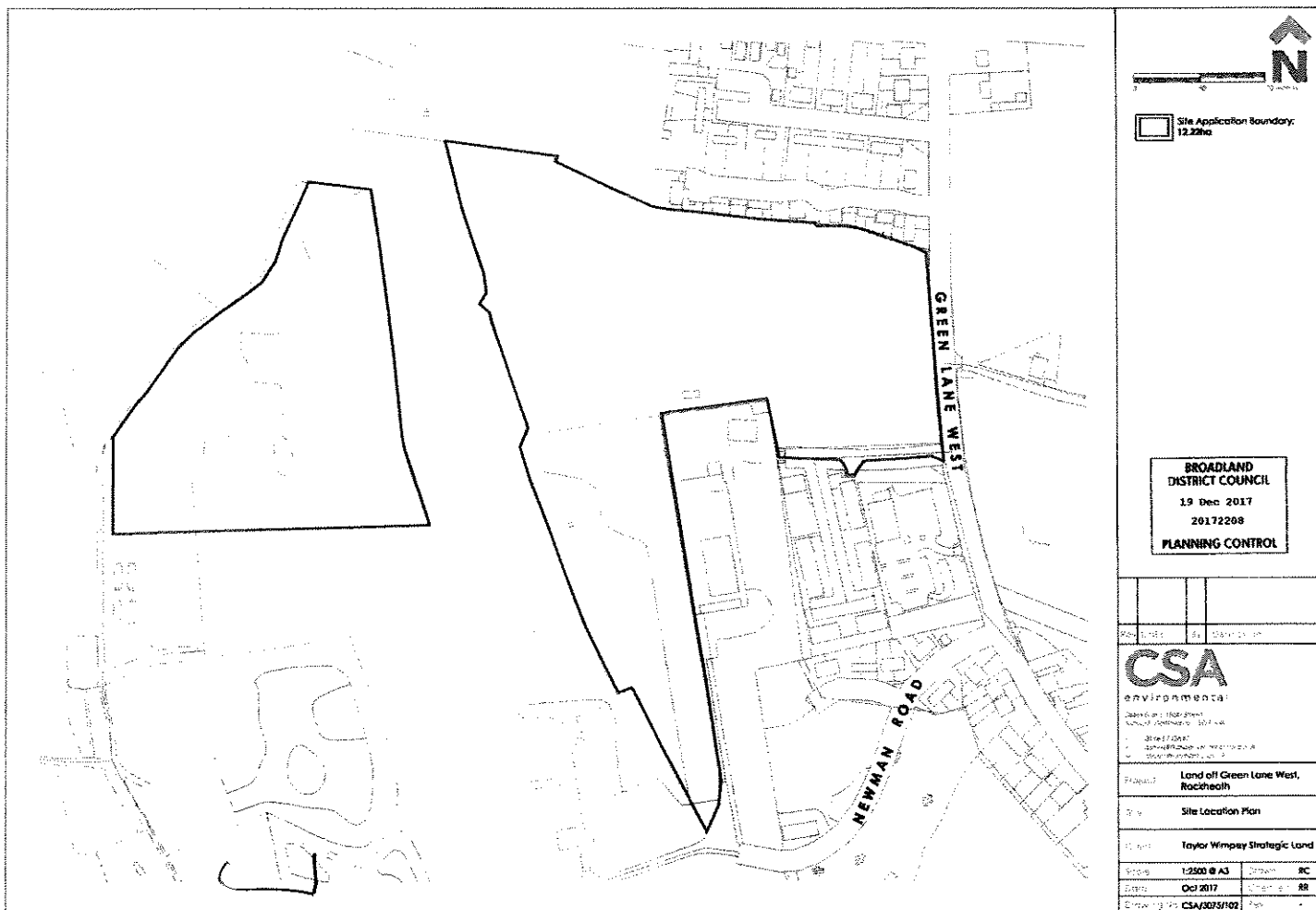
9.1.3. nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act and in particular shall not prevent the Council from requiring a variation to or modification of this Deed as a pre-condition of the grant of any s73 Permission(s); and

- 9.1.4. to the extent that any of the obligations in this Deed have already been discharged at the date that any s73 Permission(s) is granted they shall remain discharged for the purposes of the s73 Permission(s)."

Schedule 1

Plan 1

PLAN 1



Schedule 2

Affordable Housing Part 1

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

"Affordable Dwellings"	the Dwellings to be constructed on the Site to a standard agreed with the Council as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market
"Affordable Housing Mix"	60% Rented Housing and 40% Intermediate Housing (or as otherwise agreed in writing between the Council and the Owners)
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 33% of the total number of Dwellings (or as otherwise agreed in writing between the Council and the Owners) 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 Provider or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;- The number, location, type and size of Affordable Dwellings to be constructed on the Site;- full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Rented

	<p>Housing;</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 Rented Dwellings"	Dwellings to be 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 the local housing allowance for that area or as otherwise agreed with the Council in writing
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme approved by the Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing
"Eligible Household"	A person or persons in need of accommodation who are unable to rent or buy on the local open market nominated by the Council in accordance with Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"Intermediate Dwellings"	Dwellings for sale at prices below local market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing), shared ownership, shared equity and equity loan products as approved by the Council
"Intermediate Housing"	one or more of Intermediate Dwellings Shared Equity Dwellings Shared Ownership Dwellings
"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

"Open Market Dwelling"	Any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Practically Complete"	Means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically Completed" shall be construed accordingly
"Provider"	either: (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
"Rented Housing"	one or more of Affordable Rented Dwellings and Social Rented Dwellings and Intermediate Rented Dwellings as agreed with the Council
"Shared Equity Dwellings"	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Provider. 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"	Dwellings purchased on a Shared Ownership Lease

Dwellings"	
"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 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

The Owners hereby covenant 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 30% of the Open Market Dwelling until a binding contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred this obligation shall not apply

- 1.3 Not to construct 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 Dwelling (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Dwellings
- 1.5 Not to Occupy more than 60% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual plot owners where appropriate, 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 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:
 - 1.6.1 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;
 - 1.6.2 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or by a person who has acquired 100% of a Shared Equity Dwelling
 - 1.6.3 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

1.6.4 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 Letting Policy: Local Connection Eligibility Criteria

1. Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first Occupation in accordance with the local lettings policy set out below:
 - 1.1 First allocations shall be made to people living in the Parish of Rackheath.
 - 1.2 If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Rackheath; 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 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 allocations.

Administrative Procedure for Nominations

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

Schedule 3

Open Space

Part 1 Owners 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
"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 to be in line with the projects identified in the Council's Green Infrastructure Project Plan (or any replacement or supplementary document adopted by the Council) or such other projects as the Council may reasonably identify
"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 Index Linked and applied towards the provision of Children's Play, Formal Recreation and Allotments serving the development in the parish of Rackheath
"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 Index Linked towards the repair and maintenance of the Open Space within the Site to be calculated in accordance with Part 3 of this Schedule which FOR THE AVOIDANCE OF DOUBT is payable unless (and only if) the Management Company is the Nominated Body (in which case it is not payable) for the purpose of maintenance of the Open Space

"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

Plan 2

The plan labelled plan 2 attached to this Deed at Schedule 5

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 Owners hereby covenant 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 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
- 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 until:
- 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
 - iii) the Open Space has been provided in accordance with the Approved Open Space Scheme and transferred to the Management Company subject to the Standard Terms; or
 - b) Where the Council or the town or parish council for the area within which the Site is located or such other body as the Council may elect as being responsible for maintenance of the Open Space is the Nominated Body, 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 Owners as follows:

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

Part 3

Extract from Open Space policies detailing the cost per dwelling for the provision and maintenance of Open Space

The figures below are correct as of May 2019 (328)

Purchase of Off Site Open Space

A. Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£306	£62	£29	£729	£1,126
2 bed	£408	£83	£39	£972	£1,502
3 bed	£510	£103	£49	£1,215	£1,877
4 bed	£612	£124	£58	£1,458	£2,252
5 bed +	£714	£145	£68	£1,701	£2,628

Equipping of Off Site Open Space

B. Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£350	£108	£18	£521	£997
2 bed	£468	£145	£23	£695	£1,330
3 bed	£584	£180	£29	£869	£1,662
4 bed	£701	£216	£35	£1,042	£1,995
5 bed +	£819	£251	£41	£1,216	£2,328

Maintenance of Off Site and On Site Open Space

C. Property	Sports	Play		Green infrastructure	Total
1 bed	£368	£36		£307	£712
2 bed	£491	£50		£411	£951
3 bed	£612	£62		£513	£1,187
4 bed	£735	£74		£615	£1,424
5 bed +	£859	£87		£718	£1,664

Part 4

Extract from Open Space Policies detailing the cost per dwelling for the provision of On Site Open Space

Number of bedrooms	Children's play spaces m ²	Sports facilities m ²	Allotments m ²	Green Infrastructure m ²
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	10.2	50.4	4.8	120
5 bed +	11.9	58.8	5.6	140

Schedule 4

Part 1

Open Space to the west of the Broadland Northway

Approved Broadland Northway Open Space Scheme	The Broadland Northway Open Space Scheme as approved by the Nominated Officer including any amendment or substitution agreed by the Nominated Officer in writing
Broadland Northway Open Space	The informal public open space with ecological and landscape enhancements to be provided and provision for ongoing maintenance which forms part of the Site and is identified for illustrative purposes only in Plan 2 at Schedule 5 below.
Broadland Northway Open Space Maintenance Contribution	A financial contribution of £205,060 Index Linked towards the repair and maintenance of the Broadland Northway Open Space within the Site
Broadland Northway Open Space Scheme	<p>A scheme securing the provision and maintenance of the Broadland Northway Open Space and containing all of the following elements:</p> <ul style="list-style-type: none"> - the extent, location and boundaries of the Broadland Northway Open Space - details of the design and layout of the Broadland Northway 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 Broadland Northway 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 Broadland Northway Open Space Scheme
Management Company	a company to be set up for the purposes of managing and maintaining the Broadland Northway Open Space in

	perpetuity
Nominated Body	<p>one of the following as determined by the Council:</p> <p>a) the Council;</p> <p>b) the town or parish council for the area within which the Site is located;</p> <p>c) the Management Company; or</p> <p>d) such other body as the Council may elect as being responsible for maintenance of the Broadland Northway Open Space</p>
"Standard Terms"	<p>in accordance with the reasonable requirements of the Council in consultation with the Nominated Body to include:</p> <ul style="list-style-type: none"> - the transfer of the freehold estate of the Broadland Northway 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 Broadland Northway Open Space for recreational and amenity purposes by the general public - an obligation to maintain the Broadland Northway Open Space to a standard suitable for use by members of the public - a requirement that the Nominated Body's conveyancing fees and disbursements are paid for by the Owner
"Unencumbered"	<p>Means free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Broadland Northway 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 Broadland Northway Open Space</p>

The Owners hereby covenant with the Council as follows:

1. Not to Commence the Development until the Broadland Northway Open Space Scheme has been submitted to and approved in writing by the Nominated Officer

2. To layout and provide the Broadland Northway Open Space in accordance with the Approved Broadland Northway Open Space Scheme to the written satisfaction of the Council
3. Not to Occupy any Dwellings otherwise than in accordance with and subject to the timetable contained within the Approved Broadland Northway Open Space Scheme
4. To thereafter maintain the Broadland Northway 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 Broadland Northway Open Space for any purpose other than public recreation and amenity land for the general public
5. Not to Occupy more than 80% of the Dwellings until:
 - 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 Broadland Northway 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 Broadland Northway Open Space has been provided in accordance with the Approved Broadland Northway Open Space Scheme and transferred to the Nominated Body subject to the Standard Terms; or
 - c) Where the Council or the town or parish council for the area within which the Site is located or such other body as the Council may elect as being responsible for maintenance of the Open Space is the Nominated Body, the Broadland Northway 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 Broadland Northway Open Space unless it has been provided and maintained in strict accordance with the Approved Broadland Northway Open Space Scheme

Part 2

Council Obligations

The Council covenants with the Owners as follows:

1.1 The Council shall upon approval of the Broadland Northway Open Space Scheme confirm the Nominated Body.

1.2 If the Council or the Management Company is not the Nominated Body to pay any Broadland Northway Open Space Maintenance Contribution that it receives to the Nominated Body within 28 days of receipt

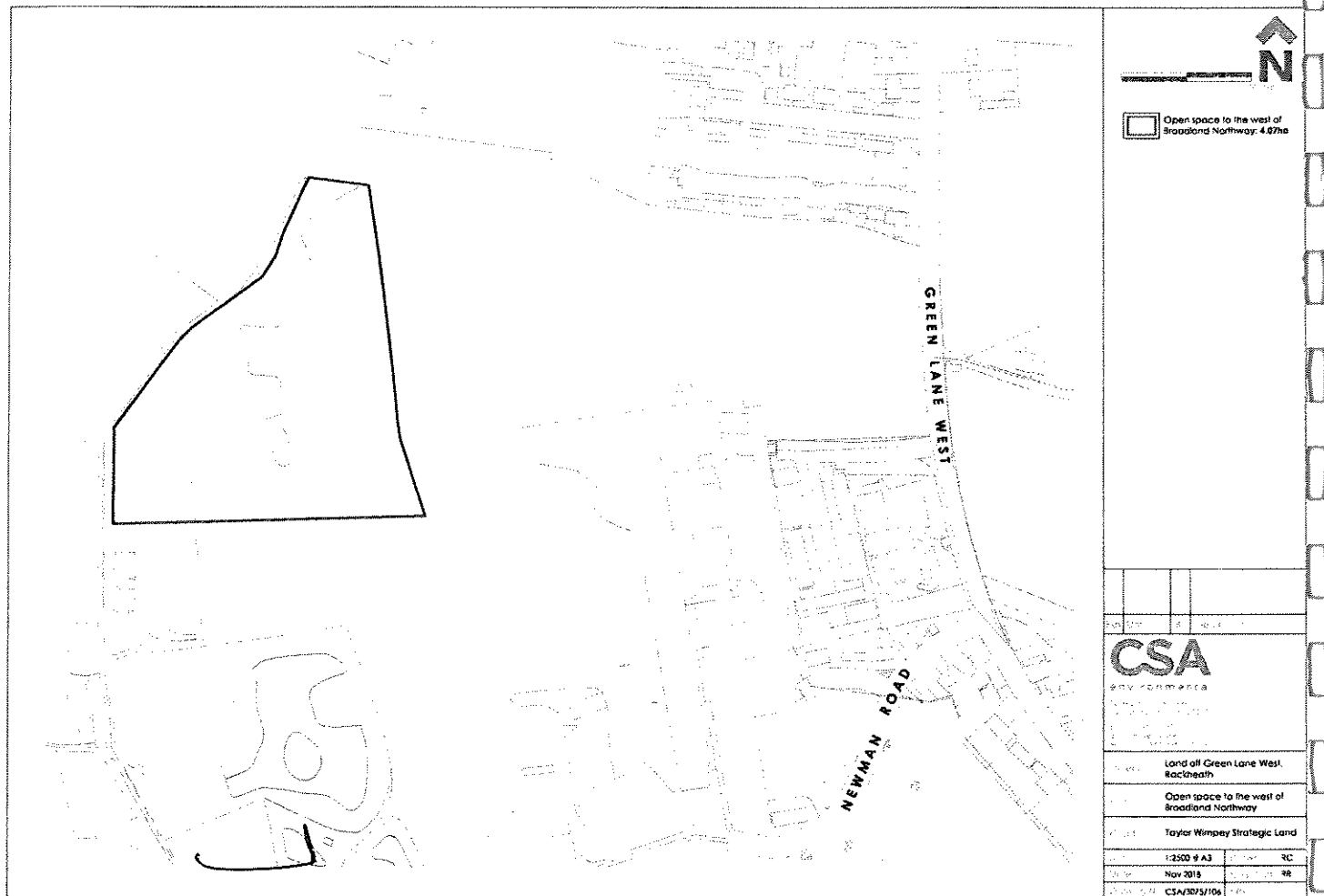
1.3 To hold any contribution received and retained under this Schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and in the event that the contributions have not been committed (by way of contract or expenditure of the monies) within 10 years of receipt of the total amount of the relevant contribution to repay the unspent balance to the payer together with any interest accrued

Schedule 5

Plan 2

2

PLAN 2

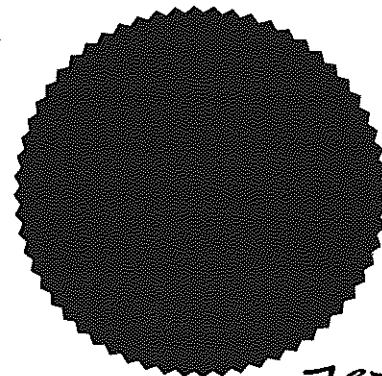


IN WITNESS whereof the parties hereto have executed this document as a Deed on the day and year first before written.

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

Authorised Signatory:

Linda Mockford
Deputy Monitoring officer



7970

EXECUTED AS A DEED by SCR Limited
in the presence of:

Director: *LAM SIU YING*

Director/Secretary: *CHU CHING HAN*

Chu Ching Han

EXECUTED AS A DEED by Blanmar 1 LLP
in the presence of:

Director:

[Signature]

Director/Secretary:

A. Cunniff

Blanmar 1 LLP

[Signature]

EXECUTED AS A DEED by Blanmar 2 LLP
in the presence of:

Director:

[Signature]

Director/Secretary:

A. Cunniff

Blanmar 2 LLP

[Signature]

SIGNED as a DEED by

TAYLOR WIMPEY UK LIMITED

acting by its Attorneys

(Names) Lisa J Duncan
Attorney and

..... Emily Crowe
Attorney





Attorney signature:



Attorney signature:

In the presence of:

		
Signature of Witness:	Elysia Watts	Elysia Watts
	Paralegal	Paralegal
Name:	Taylor Wimpey UK Limited	Taylor Wimpey UK Limited
	Castle House	Castle House
	Kempson Way	Kempson Way
	Bury St Edmunds	Bury St Edmunds
	IP32 7AR	IP32 7AR