

DATED 25th June **2013**

BROADLAND DISTRICT COUNCIL

- and -

NORFOLK COUNTY COUNCIL

- and -

H G and S A CATOR and THE HONOURABLE A J F BUXTON

- and -

H G and S A CATOR

AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990

relating to the development of land
at

Norwich Road, Salhouse, Norfolk.

THIS AGREEMENT is made the 25th day of June 2013

BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge, 1Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0DU (the "Council")
2. NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich NR1 2DH (the "County Council")
3. HENRY GREVILLE CATOR and SARA ELIZABETH CATOR both of Broad Farm, Salhouse, Norfolk NR13 6HE and THE HONOURABLE AUBREY JAMES FRANCIS BUXTON of Broad Farm, Salhouse, Norfolk NR13 6HE and Church Farm, Carlton Green Road, Carlton, Newmarket, Cambridgeshire CB8 9LD ("the Owners")
4. HENRY GREVILLE CATOR and SARA ELIZABETH CATOR both of Broad Farm, Salhouse, Norfolk NR13 6HE ("the Lessees")

WHEREAS:-

- A. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated and the County Council is the relevant Library Service Provider and is also a Local Planning Authority for the purposes of the Act
- B. The Owners are the freehold owners of the Site registered at H.M Land Registry under title number NK313703
- C. The Lessees have a Lease of the Site registered at H.M. Land Registry under title number NK327950

- D. The Owners have submitted the Application to the Council and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement

IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Act"	the Town and Country Planning Act 1990 (as amended)
"Affordable Housing"	housing (comprising Affordable Rental Units and Shared Equity Dwellings and/or Shared Ownership Dwellings) and provided in accordance with the requirements of this Agreement which is available to meet the needs of those who cannot afford to rent or buy dwellings generally available on the open market
"Affordable Housing Provider" ("AHP")	either: (i) a registered provider as defined by S.80 of the Housing and Regeneration Act 2008; or (ii) another body whose object is or contains the provision and/or operation of affordable housing and which has been approved by the Council for the provision and/or operation of affordable housing within the administrative area of Broadland or has otherwise been approved by the Council for the purposes of this Agreement
"Affordable"	ten (10) Affordable Rental Units and three (3) Shared Equity

Housing Provision"	Dwellings and/or Shared Ownership Dwellings to be provided as Affordable Housing Units on the Site pursuant to the Planning Permission and shown on the approved plans or in the Affordable Housing Scheme to be provided as Affordable Housing
"Affordable Housing Scheme"	a detailed scheme submitted to and approved by the Council for the provision of Affordable Housing on the Site which complies with the requirements of paragraph 1 of Schedule 1, or such amended or replacement Affordable Housing Scheme as the Council approves in writing from time to time
"Affordable Housing Units"	Thirteen (13) individual units of residential accommodation constructed or provided as part of the Development as Affordable Housing and in accordance with the Affordable Housing Provision
"Affordable Rental Units "	Ten (10) Affordable Housing Units to be constructed or provided as part of the Development pursuant to the Affordable Housing Scheme and to be let for a rent by or on behalf of an AHP in accordance with the requirements of Schedule 1 and the Local Lettings Policy.
"Application"	the application for full planning permission dated 19 th July 2012 and bearing reference number 20121044 for the development of the Site by the erection of twenty (20) Dwellings and associated works
"Buffer Zones"	Those areas of land adjacent to the Site (but in the ownership and control of the Owners) that are to be planted up and maintained and shown for the purposes of identification only edged blue on the Plan, those areas to be transferred to the Management Company

"Code"	the "Code for Sustainable Homes" published by the Department for Communities and Local Government dated December 2006
"Commencement of Development"	the date on which any Material Operation forming part of the Development begins to be carried out and "Commence Development" shall be construed accordingly
"Design and Quality Standards"	the "Housing Quality Indicators" and "Design and Quality Standards (2007)" (or any successor documentation) specified by the Homes and Community Agency or their successors
"Development"	the development of the Site permitted by the Planning Permission
"Director"	the Council's Chief Executive or other officers of the Council acting under his hand
"Dwelling"	any unit of residential occupation (including an Affordable Housing Unit) being a self-contained house maisonette bungalow or flat constructed as part of the Development
"Green"	that part of the Site to be laid out and maintained as an area of public Open Space and shown for the purposes of identification only edged green on the Plan, that area to be transferred to the Management Company

10m wide landscape / wildlife corridor with native deciduous tree species and under planting

**Affordable
homes for rent
to Plots 1 to 10
on exception site**

- Mixed deciduous hedging to supplement existing

Terrace of affordable housing to Plots 11 to 13 within proposed development area

AMENDED
PLAN

**BROADLAND
DISTRICT COUNCIL**
6th FLOOR, 107,
27-29, 1998 AD
PLANNING CONTROL

7m wide landscape -
wildlife corridor with
native deciduous tree
species and under
planting

7 No market
housing to Plots
14 to 20 within
proposed
development
area

Schedule of Accommodation for Market Housing:
Plots 14 & 15 - 385P houses; Plots 16 & 17 - 187P houses; Plot 18 385P house; Plot 19 - 586P house; Plot 20 - 385P house

planning

CLIENT	Franchise of The 4 Seasons Hotel and Spa Affiliates
PROJECT NAME	100+ new Retail Outlets
CHALLENGE TITLE	Required for new outlets and support franchise

7243

July

101

ocratic
friger

"Index Linked"	the indexation adjustment to the Library Contribution payable under the provisions of this Agreement in accordance with the requirements of Clause 14 and 'Indexation' shall be construed accordingly
"Landscape Area"	that part of the Site to be planted up and maintained as a landscaped area and shown for the purposes of identification only cross hatched in red on the Plan, that area to be transferred to the Management Company
"Library Contribution"	the sum of one thousand two hundred pounds (£1200) and payable under Schedule 2 to this Agreement such sum to be Index Linked
"Local Lettings Policy"	the order in which the Affordable Rental Units are to be allocated and which is set out under the Council's "Local Lettings Policy" at the Appendix to this Agreement as may be amended from time to time by the Council
"Management Company"	a company or companies (or such other body or bodies as shall be agreed between the Owners and the Council) established or identified by the Owners for the purposes of managing and maintaining the Green, the Landscape Area and the Buffer Zones
"Material Operation"	<p>a material operation as defined in Section 56(4) of the Act save that for the purposes of this Agreement the following shall not constitute a material operation:-</p> <ul style="list-style-type: none"> (a) site clearance (b) demolition of existing buildings (c) archaeological investigation (d) assessment of contamination (e) remedial action in respect of contamination (f) the erection of fences or other means of

	enclosure for site security
(g)	the diversion and laying of services
(h)	the erection of a site compound or site office or temporary buildings or structures
"Occupation"	occupation of a building as a Dwelling (but not including occupation by contractors or for construction or fitting out purposes or as a showroom or sales office) and "Occupy" and "Occupied" shall be construed accordingly
"Open Market Dwellings"	Dwellings other than Affordable Housing Units
"Plan"	the plan annexed to this Agreement
"Planning Permission"	the full planning permission to be granted pursuant to the Application
"Qualifying Occupiers"	in relation to any person housed in an Affordable Housing Unit, any person who meets the qualifying criteria as having a total household income at a level which prevents them from obtaining on the open market housing accommodation locally which is reasonably adequate for their needs contained in the Council's policies relating to housing allocation (as amended from time to time and as formulated pursuant to the provisions of the Housing Acts 1985, 1996 and 2004 and the Homelessness Act 2002) and ranked in accordance with the Local Lettings Policy or where such persons have been exhausted any person as nominated by the Council on the Broadland Housing Register that the Registered Provider owning or managing the Affordable Housing Units on the Site is entitled to house within its rules

"Shared Equity Dwellings"	Affordable Housing Units purchased on a shared equity basis whereby not more than 80 per cent of the equity is sold to the purchaser
"Shared Ownership Dwellings"	Affordable Housing Units to be constructed or provided as part of the Affordable Housing Scheme and to be let on a Shared Ownership Lease
"Shared Ownership Lease"	a lease of a Shared Ownership Dwelling granted at a premium whereby up to a maximum of 50% (fifty per cent) on first purchase of the equitable interest in the Shared Ownership Dwelling is paid by the tenant upon completion of such lease or raised by mortgage or charge from a bank or building society and which lease shall include arrangements enabling the lessee to purchase up to a maximum of 80% (eighty per cent) of the equitable interest in the Shared Ownership Dwelling by instalments at some future date or dates and allows a rental premium to be charged on the outstanding equitable interest (including the 20% (twenty per cent) of the equitable interest not available for purchase) not exceeding housing corporation target rents (or if such targets cease to be set such other measures of affordable rents as the relevant Council shall reasonably determine)
"Site"	the land at Norwich Road, Salhouse, Norfolk which is shown for the purposes of identification only edged red on the Plan

1.2 In this Agreement unless the context otherwise requires:

- a) words importing the singular meaning include the plural meaning and vice versa

- b) words of the masculine gender include the feminine and neuter genders and words denoting companies, corporations and firms and all such words shall be construed interchangeable in that manner
- c) references to any party shall include the successors in title and assigns of that party and in the case of the Council and County Council the successors to their respective statutory functions
- d) covenants given or made by any party which includes more than one person (whether natural or artificial) shall be deemed to be given or made jointly and severally
- e) references to clauses and schedules are references to clauses in and schedules to this Agreement
- ~~f)~~ any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- g) headings in this Agreement shall not form part of or affect its construction

2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972 and any other enabling powers
- 2.2 The covenants, restrictions, requirements and obligations arising hereunder are planning obligations pursuant to Section 106 of the Act and are

enforceable by the Council and the County Council (as appropriate) against the Owners and the Lessees and their respective successors in title and assigns

- 2.3 The provisions of this Agreement are conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of this clause, clauses 6 (costs), 9 (jurisdiction) and 11 (disputes) which shall come into effect immediately upon completion of this Agreement
- 2.4 This Agreement shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn
- 2.5 This Agreement shall be registered as a charge in the Council's Register of Local Land Charges
- 2.6 In the event that this Agreement comes to an end the Council if so requested by the Owners will execute a deed of release (or partial release) from the relevant provisions of this Agreement and procure that a note thereof shall be registered on the Council's Register of Local Land Charges

3. AGREEMENTS AND DECLARATIONS

3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council or the County Council in the exercise of their functions as Local Planning Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the Council or the County Council were not a party to this Agreement

3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

3.3 No Waiver

No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Owners or the Lessees in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

3.4 No party shall be liable under this Agreement for any breach of the covenants restrictions or obligations contained in this Agreement after that party has parted with its interest in the Site or the part of the Site in respect of which such breach occurs provided that liability will still remain for any subsisting breach occurring prior to the parting with such person's interest in the Site or any part thereof in respect of which any such breach has taken place

4. Notices

4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile

4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The Council

Thorpe Lodge, 1Yarmouth Road, Thorpe St Andrew,
Norwich, Norfolk, NR7 0DU

The County Council The Head of Library and Information Service
County Hall
Martineau Lane
Norwich
NR1 2DH

The Owners and The Lessees Howes Percival LLP, The Guildyard, 51 Colegate,
Norwich, NR3 1DD (Ref: tjh/jzm/212747.2)

- 4.3 Any notice or other written communication to be given by the Council or County Council shall be deemed to be valid and effective if on its face it is signed on behalf of the Council or County Council by a duly authorised officer

5. Third parties

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

6. Costs

- 6.1 The Owners shall on completion of this Agreement pay the Council's and the County Council's reasonable legal costs incurred in the preparation negotiation and completion of this Agreement

7. Payment of Interest

- 7.1 The Owners shall pay interest at the rate of 4% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Agreement in the event of late payment for the period from the date the monies should have been paid to the date the money is received

8. VAT

8.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable

8.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement, then to the extent that VAT has not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

9. Jurisdiction

9.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales

10. Title Warranty

10.1 The Owners and the Lessees hereby warrant to the Council and to the County Council that they are the freehold owners and lessees respectively of the Site and have full power to enter in to this Agreement and that the Site is free from all mortgages charges or other encumbrances other than as revealed on the relevant documents of title registered at H.M Land Registry under title numbers NK 313703 (as to the Owners) and NK 327950 (as to the Lessees) and that there is no person having any interest in the Site other than as notified in writing to the Director and to the County Council's Head of Law prior to the date hereof

11. Disputes

11.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same

11.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (“ADR”) procedure as recommended to the parties by the Centre for Dispute Resolution

11.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

11.4 Nothing in Clauses 11.1, 11.2 and 11.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

12. Covenants

12.1 The Owners and the Lessees hereby covenant with the Council to carry out and comply with the obligations and restrictions on their part set out in this Agreement and set out in Schedules 1 and 3 hereto which are expressed to be given to or to be for the benefit of the Council and as a separate covenant with the County Council to carry out and comply with the obligations and restrictions on its part set out in this Agreement and set out in Schedule 3 hereto which are expressed to be given to or to be for the benefit of the County Council

12.2 The Council and the County Council hereby covenant with the Owners and the Lessees to observe and perform their respective obligations set out in Schedules 1 (as to the Council) and Schedule 3 (as to the County Council) to this Agreement

12.3 The Council and the County Council hereby covenant with the Owners that they shall (if requested by the Owners in writing) produce to the Owners within 28 days

of such request a written statement of account as to how the sums payable for any part or parts thereof under this Agreement shall have been applied

- 12.4 The Council and the County Council will (upon the written request of the Owners) at any time after any of the Planning Obligations have been performed or otherwise discharged forthwith issue written confirmation thereof such confirmation not to be unreasonably withheld and thereafter the covenants containing such obligations shall not be enforceable against the Owners

13. Owners and Lessees Indemnity

- 13.1 The Owners and the Lessees agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Agreement are hereby waived

14. Index Linking

- 14.1 Where any sum specified to be payable by the Owners under the terms of this Agreement is expressed to be Index Linked, that sum shall be Index Linked from 5th December 2012 until such time as the payment of that sum is made such Index Linking to be equivalent to any increase or decrease in the in the Building Cost Information Service All-In Tender Price Index (or in the event that the Index shall have ceased to be published at the date of the relevant payment, then the closest equivalent Index shall be used as agreed between the parties acting reasonably).

15. Issue of Approvals

- 15.1 Where any approval, consent, agreement or the like is required to be given by the Council or the County Council pursuant to the terms of this Agreement it shall be in writing and shall not be unreasonably withheld or delayed

16. Statutory Undertakers and Consortium Consent

- 16.1 The obligations and restrictions in this Agreement shall not be enforceable against any statutory undertaker which acquires any part of the Site for the purposes of its statutory undertaking or function nor shall this Agreement be enforceable against owner/occupiers of Dwellings or those deriving title from them

17. Notification

- 17.1 The Owners agree to notify the Council and the County Council of the reaching of any of the occupation or completion thresholds relating to obligations contained in this Agreement such notification to be given within 14 days of reaching such threshold

18. Community Infrastructure Levy

- 18.1 In the event that the Council adopts a Charging Schedule for the purposes of the Community Infrastructure Levy Regulations 2010 and such Charging Schedule takes effect prior to the date of the Planning Permission the obligations contained in this Agreement which are also covered in such Charging Schedule shall cease and no longer be of any effect

SCHEDULE 1
Affordable Housing

The Owners and the Lessees covenant with the Council:

1. Not to Commence Development until the Affordable Housing Scheme has been submitted to and approved by the Council. The Affordable Housing Scheme shall, inter alia, deal with and include: the location of the Affordable Housing Units on the Site (the tenure mix to be in accordance with the Affordable Housing Provision unless otherwise agreed between the Owners and the Council); the draft form of transfer or lease to an approved AHP; a timetable and programme for the implementation of the Affordable Housing Scheme (including a timetable for the construction and provision of the Affordable Housing Units in phases during the Development of the Site); terms, including timing, for the acquisition and management of the Affordable Housing Units by a AHP; evidence that all Affordable Housing Units meet the minimum standards contained in the Design and Quality Standards

and save for any variations agreed in writing between the Owners and the Council , upon approval the Affordable Housing Scheme shall be deemed to be incorporated into the provisions of this Agreement.

2. To enter into any supplementary agreements reasonably required by the Council in giving approval to the Affordable Housing Scheme and to be responsible for the Council's reasonable costs in negotiating and approving any such agreements.
3. Upon approval of the Affordable Housing Scheme by the Council to implement the Affordable Housing Scheme as approved and entirely in accordance with its Provisions and without prejudice to the generality of the foregoing, not to construct or procure the construction of the Affordable Housing Units otherwise than in accordance with the Planning Permission, Affordable Housing Scheme and the Code.
4. Not to Occupy or permit the Occupation of more than five (5) of the Open Market Dwellings on the Site until such time as ten (10) of the Affordable

Housing Units have been constructed and are ready for Occupation and have been transferred or leased to an AHP.

5. Not to Occupy or permit the Occupation of more than six (6) of the Open Market Dwellings on the Site until such time as the remaining three (3) Affordable Housing Units have been constructed and are ready for Occupation and have been transferred to an AHP.
6. Not to use or permit the use of ten (10) of the Affordable Housing Units (the location of which are so identified in the Affordable Housing Scheme) for any purpose other than as Affordable Rental Units.
7. Not to use or permit the use of three (3) of the Affordable Housing Units (the location of which are so identified in the Affordable Housing Scheme) for any purpose other than either as Shared Equity Dwellings or as Shared Ownership Dwellings).
8. Not to allow any of the Affordable Housing Units to be occupied other than by Qualifying Occupiers.
9. The Owners shall not dispose of their freehold interest in the Affordable Housing Units other than to an AHP.
10. Paragraphs 6 - 9 above shall not be binding upon:
 - (a) any mortgagee in possession of the Affordable Housing Units or part thereof nor
 - (b) any receiver or manager (including an administrative receiver) for such mortgagee
 - (c) any purchaser pursuant to a right to buy under Part 5 of the Housing Act 1985 or a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable, and shall not be binding upon any successor in title following such a disposal

(d) any mortgagee of a shared ownership leaseholder lawfully exercising the mortgagee protection provisions within the Shared Ownership Lease;

(e) any successor in title to persons referred to in (a) – (e) above

11. To ensure that in any transfer to an AHP it is provided that the AHP shall not dispose of its interest in the freehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other AHP or to a purchaser of an Affordable Housing Unit pursuant to any right to buy or right to acquire as referred to in the paragraph 10 above.

12. Any mortgagee claiming the protection granted by Paragraph 10 above must first:

(a) comply with the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008;

(b) provide the Council forthwith with copies of any notice served on the Regulator pursuant to Sections 144 to 159 of the Housing and Regeneration Act 2008;

(c) provide the Council with copies of any proposals that the mortgagee receives from the Regulator under section 152 of the Housing and Regeneration Act 2008 (or where any part of those proposals are of a confidential nature such details of the proposals as are appropriate in all the circumstances) and provide the Council with further details of progress reached towards implementing such agreed proposals from time to time;

(d) give the Council the option to purchase the relevant Affordable Housing Units from the mortgagee or alternatively nominate another Registered Provider or Approved Body to purchase the relevant Affordable Housing Units for a period commencing on the date that the Owners give the Council notice and ending on the later of two calendar months after the date of that notice or the end of the Moratorium Period ("the Option

Period"). The Council (or its nominated Registered Provider or Approved Body) shall be entitled to complete the purchase of the Affordable Housing Units at any time up to one calendar month after expiry of the Option Period.

13. Under the transfer of an Affordable Housing Unit to an AHP such transfer shall be free from encumbrances (other than encumbrances contained in this Agreement, the Planning Permission or on the registered title of the Site) and shall contain the following provisions:- a grant in favour of the AHP of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units and reservations of all rights of access and passage of services and rights of entry reasonably necessary for the purposes of the remainder of the Development.
14. The Affordable Rental Units shall be designed and constructed in accordance with the Design and Quality Standards or as prevailing at the date of such construction.
15. That the Affordable Rental Units will be subject to the Local Lettings Policy.

SCHEDULE 2
Library Contribution

The Owners and the Lessees covenant with the County Council:

1. To pay the Library Contribution to the County Council in a single lump sum payment prior to the Occupation of the fifth (5th) Dwelling
2. Not to Occupy or permit the Occupation of more than four (4) Dwellings until it has paid the Library Contribution to the County Council as required by paragraph 1.

The County Council covenants with the Owners and the Lessees:

3. to hold the Library Contribution when paid in an interest bearing account and apply it and any interest received only towards the provision and extension of additional library facilities for the library service which serves the Development
4. that in the event that the Library Contribution or any part of it has not been committed (by way of a contract to provide additional library facilities or by the expenditure of the monies) to the provision of the additional library facilities referred to in paragraph 3 above within 5 years of the date of receipt of the balance of the Library Contribution then the County Council will repay to the Owner so much of the Library Contribution as shall remain uncommitted together with any accrued interest thereon.

SCHEDULE 3

The Green, The Landscape Area and the Buffer Zones

1. Prior to the Commencement of Development to submit to the Council for approval:
 - a) a scheme ("the Scheme for the Green") for the provision, laying out and future maintenance of the Green as an area of public open space (the Scheme for the Green to also include timings for the completion and availability for public usage of the Green.
 - b) a scheme ("the Landscape Area Scheme") for the planting and laying out (including timings) and future maintenance of the Landscape Area within the Site.
 - c) a scheme ("the Buffer Zones Scheme") for the planting and laying out (including timings) and future maintenance of the Buffer Zones adjacent to the Site.
2. Prior to the Commencement of Development to submit to the Council for approval a scheme ("the Transfer Scheme") for the transfer to and future management of each of the Green, the Landscape Area and the Buffer Zones by the Management Company (the Transfer Scheme to also include provision for the timing of the transfer of the Owners freehold interest in each of the Green, the Landscape Area and the Buffer Zones.
3. Not to Commence Development until the Council has approved in writing all of the Scheme for the Green, the Landscape Scheme , the Buffer Zones Scheme and the Transfer Scheme in accordance with the requirements of paragraphs 1(a), 1(b) and 1 (c) and 2 above.
4. Not later than the dates specified in respectively the Scheme for the Green, the Landscape Area Scheme and the Buffer Zones Scheme to carry out and complete to the reasonable satisfaction of the Council any works required

respectively by the Scheme for the Green, the Landscape Area Scheme and the Buffer Zones Scheme and in entire accordance with the requirements of those respective Schemes.

5. On the completion to the reasonable satisfaction of the Council of any works required respectively by the Scheme for the Green, the Landscape Scheme and the Buffer Zones Scheme, the Owners shall transfer their freehold interest in respectively the Green, the Landscape Area and the Buffer Zones to the Management Company in accordance with the Transfer Scheme and (in the case of the Green) the Open Spaces Act 1906 (or any statutory modification or re-enactment thereof) who shall thereafter maintain the same in accordance with the said Schemes or any variations agreed by the Council.
6. For the avoidance of doubt, the Owners will maintain each of the Green, the Landscape Area and the Buffer Zones in accordance with the requirements respectively of the Scheme for the Green, the Landscape Area Scheme and the Buffer Zones Scheme until such time as each of the Green, the Landscape Area and the Buffer Zones have been transferred to the Management Company whereupon the Owners shall have no further liability for the maintenance of those parts transferred
7. Pending the transfer of the Green to the Management Company not to use or permit the use of the Green otherwise than as an area of public open space

Generally

8. Any transfer referred to in paragraph 6 above shall be upon the following terms
 - (a) the sum of £1.00 (for each of the Green, the Landscape Area and the Buffer Zones) to be paid by the Management Company to the Owners;
 - (b) a covenant by the Management Company firstly not to use or permit to be used the land transferred otherwise than in accordance with the Scheme for the Green, the Landscape

Scheme or the Buffer Zones Scheme and (in relation to the Green) the Open Spaces Act 1906 and secondly to maintain the land transferred in accordance with the requirements of the said Schemes ;

- (b) vacant possession shall be given upon completion;
- (c) for an estate in fee simple in possession;
- (d) with full title guarantee;
- (e) subject to the matters specified in the Property and Charges Registers of the registered title of the land to be transferred (other than entries securing monies) and the terms of this Agreement so far as the same relate to and affect the said land but otherwise (save as mentioned herein) free of encumbrances;
- (f) with all necessary rights of access and necessary services;
- (g) subject to any wayleaves covenants and rights over on or under or in respect of the said land as may exist at the date of the transfer or as may reasonably be required by the Owners to be contained or referred to in the transfer respectively of the Green, the Landscape Area or the Buffer Zones;
- (h) there shall be excepted and reserved out of the transfer of each of the Green, the Landscape Area and the Buffer Zones the right of the Owners and/or all statutory and other undertakers to lay erect and maintain in under upon and over the Green, the Landscape Area or the Buffer Zones such Services as shall be reasonably necessary or proper to service the Development or any part or parts thereof, any person or persons exercising such rights shall make good any damage caused thereby; and

- (i) the transfer of each of the Green, the Landscape Area or the Buffer Zones shall contain such covenants on the part of the Management Company as may be reasonably and properly required by any statutory authority or service company in respect of the necessary services.

EXECUTED by the parties hereto as a deed on the date written above

THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed)
in the presence of)

M. Murrel

DEMOCRATIC

Head of Corporate Services
and Monitoring Officer



35639

THE COMMON SEAL of)
NORFOLK COUNTY COUNCIL)
was hereunto affixed)
in the presence of)

A. Seem

Authorised to sign
on behalf of

Head of Law



Signed as a Deed by
HENRY GREVILLE CATOR

H. G. Cator

Witnessed by

Name: *Jay Mehta*

Address: *35 Lindford Drive*

Occupation: *Solicitor*

Signed as a Deed by
SARA ELIZABETH CATOR

Sara Cator

Witnessed by

Name: Grace Turner

Address: 3 South Walsham Road, Acle, NR13 3FA

Occupation: Secretary

James Buxton

Signed as a Deed by **THE
HONOURABLE AUBREY
JAMES FRANCIS BUXTON**

RC

Witnessed by

Name: PAVEL PANEK

Address: WICKHAM BROOK, NEW MARKET, CB24 9QA

Occupation: GARDENER

THE APPENDIX

The Local Lettings Policy

1. Allocations will be made to applicants on the Common Housing Register managed and maintained by Broadland District Council on the following priority basis:
 - 1.1 Residents of Salhouse who have lived in the Parish for a total of at least 3 of the last 10 years.
 - 1.2 Former residents of Salhouse who have had their main home in the Parish for 3 of the last 10 years.
 - 1.3 Households who need to move to the parish of Salhouse to give/receive support from family/relatives.
 - 1.4 Residents of the adjacent parishes of Great and Little Plumstead, Rackheath, Woodbastwick and Wroxham who have lived in these parishes for the last three years.
 - 1.5 People working in the parish of Salhouse who have done so for a year or more.
 - 1.6 Residents of Salhouse who have lived in the parish for less than three years.
 - 1.7 Residents of the adjacent parishes of Great and Little Plumstead, Rackheath, Woodbastwick and Wroxham who have lived in these parishes for less than 3 years.
 - 1.8 Residents of the adjacent parishes of Beeston St Andrew, Belaugh, Blofield, Crostwick, Hemblington, Horstead with Stanninghall and South Walsham, who have lived in these parishes for the least three years.

1.9 Residents of the adjacent parishes of Beeston St Andrew, Belaugh, Blofield, Crostwick, Hemblington, Horstead with Stanninghall and South Walsham, who have lived in these parishes for less than 3 years.

1.10 Residents of Broadland District.

1.11 Any other person.

2. Administrative Procedure for Nominations

2.1 The administrative procedure for nominations shall be in accordance with the operational procedures of the Home Options Allocations Scheme as amended from time to time or in accordance with alternative procedures as the Council and the Owner shall agree between them.