

## **Agreement under Section 106 of the Town and Country Planning Act 1990**

relating to the development of land east of Holt Road, Horsford,  
Norfolk

- (1) Broadland District Council
- (2) Michael John Keeler
- (3) Deborah Janet Keeler
- (4) Joanna Rose Keeler
- (5) BDW Trading Limited

Dated *14 SEPTEMBER* 2017

### **Osborne Clarke LLP**

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## Contents

1.	Interpretation and definitions .....	1
2.	General provisions applicable to this Deed .....	3
3.	Agreements and declarations .....	3
4.	Notices .....	4
5.	Third parties .....	5
6.	Costs .....	5
7.	Payment of interest .....	5
8.	VAT .....	5
9.	Jurisdiction .....	5
10.	Disputes .....	5
11.	Covenants .....	6
12.	District Council Covenants .....	6
13.	Issue of Approvals .....	6
14.	Dwellings and statutory undertakers land .....	6
15.	Notification .....	6
	Schedule 1 .....	7
	Affordable Housing .....	7
	Part 1 .....	7
	The Owners hereby covenant with the District Council as follows: .....	11
	Affordable Housing .....	12
	Part 2 .....	12
	Local Letting Policy: Local Connection Eligibility Criteria .....	12
	Schedule 2 .....	13
	Part 1 .....	13
	Open Space and Landscaping Areas Buffers .....	13
	Part 2 .....	15
	Green Infrastructure .....	15
	Part 3 .....	17
	Off-Site Open Space Contribution .....	17

This DEED is made on

~~2016~~ SEPTEMBER

2017

**Between:**

- (1) **Broadland District Council** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich Norfolk NR7 ODU (the "**District Council**");
- (2) **Michael John Keeler** of The Flagcutters, 360 Holt Road, Horsford, Norwich, NR10 3EE (the "**First Owner**")
- (3) **Deborah Janet Keeler** of The Flagcutters, 360 Holt Road Horsford, Norwich, NR10 3EE (the "**Second Owner**")
- (4) **Joanne Rose Keeler** of Sharps Hall Farm, Mill Lane, Horsford, Norwich, NR10 3ES (the "**Third Owner**")
- (5) **BDW Trading Limited** (company registration number 03018173) whose registered office is situated at Barrett House, Cartwright Way, Forest Business Park, Bardon Hill, Colville, LE67 1UF (the "**Developer**"),

together referred to as the "**Parties**"

**Background:**

- (A) The District Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is situated.
- (B) The First Owner is the sole registered proprietor of the land comprising title number NK315081.
- (C) The First Owner and Second Owner are the registered proprietors of the land comprising title number NK275388 and hold the land as tenants in common.
- (D) The First Owner and Third Owner are the registered proprietors of the land comprising title number NK382297 and hold the land as joint tenants.
- (E) The Developer has an option to purchase the Site.
- (F) The Developer has submitted the Application to the District Council and the District Council has resolved to grant the Planning Permission subject to the completion of this Deed.

**1. Interpretation and definitions**

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

**"Act"** means the Town and Country Planning Act 1990 (as amended).

**"ADR"** has the meaning referred to in clause 10.2.

**"Application"** means the application for planning permission submitted on 17 October 2016 (and bearing reference number 20161770) for the development of 259 Dwellings, together with associated public open space, landscaping, highways and drainage infrastructure works.

**"Building Regulations"** mean the Building Regulations 2010 (as amended).

**"Commencement"** means 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 investigations, ground surveys, removal of contamination, erection of temporary fences and 'Commence' and 'Commenced' will be construed accordingly

**"Development"** means the development of the Site permitted by the Planning Permission.

**"Director"** means the District Council's Chief Executive or other officer of the District Council acting under his hand.

**"Dwelling"** means any unit of residential occupation being a self-contained house maisonette bungalow or flat constructed as part of the Development and **"Dwellings"** shall be construed accordingly.

**"Inflation Provision"** means the increase (if any) in the Royal Institute of Chartered Surveyors Build Cost Information Service All in tender price Index between 1<sup>st</sup> January 2015 and the date upon which a payment is made pursuant to this Deed

**"Occupation"** means 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.

**"Owners"** means the First Owner, the Second Owner and the Third Owner together.

**"Phase"** means a phase of the Development identified on the Phasing Plan (including any amended Phase approved by the District Council in writing from time to time)

**"Phase 1"** means the Phase of the Development marked on the Phasing Plan as **'Phase 1'**

**"Phase 2"** means the Phase of the Development marked on the Phasing Plan as **'Phase 2'**

**"Phasing Plan"** means the illustrative phasing plan identifying the Phases of the Development being the plan attached marked 'Phasing Plan' (or any replacement phasing plan approved by the District Council in writing from time to time).

**"Planning Permission"** means the planning permission granted pursuant to the Application or if the District Council agrees (in its absolute discretion) in writing another planning permission for the Development granted pursuant to section 73 of the Act or a replacement permission for the Development.

**"Site"** means the land east of Holt Road, Horsford, Norfolk owned by the First Owner and the Second Owner as set out in the Recitals which is shown for the purposes of identification only edged red on the drawing marked "plan 1" annexed hereto

**"Sub Phase"** means a sub phase of the Development identified on the Phasing Plan (including any amended Sub Phase approved by the District Council in writing from time to time)

1.1 In this Deed unless the context otherwise requires:

- (a) references to any party shall include the successors in title and assigns of that party;
- (b) 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;
- (c) references to clauses and schedules are references to clauses in and schedules to this Deed;



PLAN 1

LEGEND  
Extent of Planning Application

PLAN 1

Cottage  
Green  
Lane Farm

*[Signature]*

CHIEF EXECUTIVE

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

REV	DATE	DESCRIPTION	DRAWN
B	09/02/17	Site Boundary revised	BDC
A	14/12/16	Site Boundary revised	BDC
-	07/11/16	Final Issue	SW

CLIENT

**DAVID WILSON HOMES**  
WHERE QUALITY LIVES

PROJECT TITLE  
Land to the East of Holt Road  
Horsford  
DRAWING TITLE  
Application Boundary Plan

DATE	DRAWN	CHECKED	AUTHORISED
09 Feb 2017	BDC	AB	AB
NUMBER	REV	SCALE	
16.2105/002	B	1:1250 @ A1	

**Boyer**

cardiff | coventry | london | twickenham | wokingham

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*[Signature]*  
CHIEF EXECUTIVE

*[Signature]*

*[Signature]*

D. J. Keeler

M. J. Keeler



- (d) 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;
- (e) the headings in this Deed shall not form part of or affect its construction.

## **2. General provisions applicable to this Deed**

- 2.1 This Deed is made under Section 106 of the Act and Section 111 of the Local Government Act 1972 and any 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 District 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 and it is further agreed between the Parties that all obligations pursuant to this Deed are in compliance with Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended
- 2.3 The provisions of clause 11 of this Deed and Schedules 1 and 2 hereto shall have effect upon Commencement but save for such clauses and Schedules the remaining provisions of this Deed shall have immediate effect following the dating of this Deed.
- 2.4 This Deed shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn.
- 2.5 Covenants given by more than one party can be enforced against them individually or jointly
- 2.6 This Deed shall be registered as a charge in the District Council's Register of Local Land Charges.
- 2.7 In the event that this Deed comes to an end or any provision of this Deed shall have been satisfied or discharged the District Council shall if so requested by the Owners execute a deed of release satisfaction or discharge (or partial release satisfaction or discharge) from the relevant provisions of this Deed and procure that a note thereof shall be registered on the District Council's Register of Local Land Charges.

## **3. Agreements and declarations**

**It is hereby agreed and declared as follows:**

### **3.1 *No fetter of discretion***

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

3.2 ***Invalidity or unenforceability of any of the terms of this Deed***

If any provision in this Deed 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 District Council of any breach or default by the Owners in performing or observing any of the covenants in this Deed shall constitute a continuing waiver and no such waiver shall prevent the District 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 Deed for any breach of the covenants restrictions or obligations contained in this Deed 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 by such party with such party'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 Deed 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 Deed shall be as follows:

The District Council	The Director Thorpe Lodge Yarmouth Road Thorpe St Andrew Norwich NR7 ODU
The Developer	[FAO] Barratt House Cartwright Way Forest Business Park Bardon Hill Colville LE67 1UF
The First Owner	Michael John Keeler The Flagcutters 360 Holt Road Horsford Norwich NR10 3EE
The Second Owner	Deborah Janet Keeler The Flagcutters 360 Holt Road Horsford Norwich NR10 3EE



The Third Owner	Joanne Rose Keeler Sharps Hall Farm, Mill Lane Horsford Norwich NR10 3ES
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- 4.3 Any notice or other written communication to be given by the District Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council by a duly authorised officer.

5. **Third parties**

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed (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 Deed.

6. **Costs**

- 6.1 The Developer shall on completion of this Deed pay the District Council's reasonable legal and administrative costs incurred in the preparation negotiation and completion of this Deed

7. **Payment of interest**

- 7.1 The Owners shall pay interest at the rate of 3% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Deed 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 Deed 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 Deed 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 VAT shall be paid accordingly.

9. **Jurisdiction**

- 9.1 This Deed is to be governed by and interpreted in accordance with the laws of England

10. **Disputes**

- 10.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 10.2 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.
- 10.3 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 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 Royal Institution of

Chartered Surveyors who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

- 10.4 Nothing in Clauses 10.1 and 10.2 and 10.3 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

**11. Covenants**

- 11.1 The Owners hereby covenant with the District Council to carry out and comply with the obligations and restrictions on their part set out in this Deed and in Schedules 1 and 2 of this Deed which are expressed to be given to or to be for the benefit of the District Council

- 11.2 The Owners confirm that they are the owners of the Site with full power to enter into this Deed and that there is no person or body other than the Developer with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site

**12. District Council Covenants**

- 12.1 The District Council covenants with the Owners to comply with the obligations on their part set out in this Deed and in Schedule 1 and 2 of this Deed where covenants are expressed to be given by the District Council to or for the benefit of the Owners.

**13. Issue of Approvals**

- 13.1 Where any approval consent agreement or the like is required to be given by the District Council pursuant to the terms of this Deed it shall be in writing and shall not be unreasonably withheld or delayed.

**14. Dwellings and statutory undertakers land**

- 14.1 The obligations and restrictions in this Deed shall not be enforceable against:

- (a) an owner lessee occupier mortgagee or chargee of any Dwelling except an owner lessee or occupier (but not mortgagee) of an Affordable Dwelling which shall be bound by the provisions of Schedule 1 of this Deed in relation to the Affordable Dwelling which it owns leases or Occupies (but not in respect of any other Affordable Dwelling or in respect of any other clause of or Schedule to this Deed; or
- (b) a statutory undertaker which acquires any part of the Site for the purpose of its statutory undertaking or function.

**15. Notification**

- 15.1 The Owners agree to notify the District Council of:

- (a) the date of Commencement;
- (b) the completion of any Dwelling which acts as a trigger for the performance by the Owners of any obligation owed to the District Council; and
- (c) the Occupation of any Dwelling which acts as a trigger for the performance by the Owners of any obligation owed to the District Council.

## 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 to a standard agreed with the Council (but it is agreed between the Parties that the Council shall not require Design & Quality Standards to be met) 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"	50% Rented Housing and 50% Intermediate Housing (or as otherwise agreed by the District Council in its absolute discretion) in general accordance with Appendix 1
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 30% of the total number of Dwellings (or such other percentage as the District Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix but in any event shall not exceed 30% of the total number of Dwellings
"Affordable Housing Scheme"	<p>A scheme for each Phase of the Development showing how it will secure, either on its own or in conjunction with a subsequent Phase, the Affordable Housing Provision for the Site and specifying:</p> <ul style="list-style-type: none"><li>- The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings on that Phase/those Phases;</li><li>- The identity of the Provider;</li></ul> <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"><li>- The number, location, type and size of Affordable Dwellings to be constructed on the Phase;</li><li>- full details of the Affordable Housing Mix (such proposal to reflect the District Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the District Council) including the types of Intermediate Housing and Rented Housing;</li><li>- such other information as the District Council may reasonably require to enable approval of the Affordable Housing Scheme</li></ul>



	for each Phase including how the Discounted Market Dwellings will remain discounted in perpetuity
"Affordable Rented Dwellings"	Dwellings to be let by a Registered Provider with an appropriate agreement with the HCA 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 or as otherwise agreed with the Council in writing and subject to nominations by the District Council in accordance with Part 2 of this Schedule
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme/s approved by the District Council in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the District Council in writing
"Complete"	a stage of construction such that a Dwelling has a complete roof and all windows and external doors installed and where further works do not ordinarily amount to "development" for the purposes of section 55(1) of the Act and "Complete" and "Completed" shall be construed accordingly
"Design & Quality Standards"	Means the Level One Space Standards as specified by the HCA or its successor or such other construction standards as may be agreed
"Discounted Market Dwellings"	Dwellings for sale at prices below local market price that Eligible Households can afford being no more than 80% of the Open Market Value as agreed with the District Council under the Approved Affordable Housing Scheme and subject to the Discount Restriction
"Discount Restriction"	A restriction to be registered at the land registry to restrict the sale of each Discount Market Dwelling to Eligible Households at prices below local market price in accordance with the requirements of the Approved Affordable Housing Scheme
"Eligible Household"	A person or persons in need of accommodation who are unable to rent or buy on the local open market determined in accordance with the District Council's housing allocation policy AND as approved by the District Council in accordance with Part 2 of this Schedule
"HCA"	the Homes & Communities Agency or its successor body or other appropriate body as the District Council may nominate
"Intermediate Dwellings"	Dwellings for sale at prices below local market price that Eligible Households can afford as determined by the District Council acting reasonably including low cost homes (but not including low cost market housing), Discounted Market Dwellings, shared ownership, shared equity and equity loan products as approved by the District Council
"Intermediate Housing"	one or more of Intermediate Dwellings Shared Equity Dwellings Shared Ownership Dwellings Discount Market Dwellings and Intermediate Rented Dwellings as agreed by the

	District Council
"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 District Council
"Open Market Dwelling"	Any Dwelling constructed as part of the Development which is not an Affordable Dwelling
"Open Market Value"	means the best price at which the sale of an interest in a Dwelling (other than an Affordable Dwelling) would have been completed unconditionally for cash consideration on the date of valuation assuming (i) a willing buyer and a willing seller, (ii) any restrictions imposed on a Dwelling by this Deed are disregarded (iii) there has been a reasonable period within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market (v) and both the buyer and the seller acted knowledgeably prudently and without compulsion.
"Practically Complete"	Means completion of the construction of the Affordable Dwellings in accordance with this Deed subject only to the existence of minor defects and / or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment of the Affordable Dwellings and which it would be reasonable to include in a schedule of minor snagging items and "Practically Completed" shall be construed accordingly
"Provider"	either:  (i) a Registered Provider; or  (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the District Council
"Public Subsidy"	funding provided by the District Council, the HCA or any other public body or successor body towards the provision of Affordable Housing
"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 as agreed with the District 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 District Council or the Provider as the case may be (or such other body as the District Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such scheme to be

	secured by a mechanism and in a form agreed with and approved by the District Council (or such other body as the District Council may elect)
"Shared Ownership Dwellings"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	<p>a lease in a form approved by the HCA or where there is no such form in a form approved by the District Council such lease to provide for the following:</p> <ul style="list-style-type: none"> <li>- not more than 75% and not less than 25% of the equity (or such other percentages the District Council may agree) shall be initially sold to the purchaser by the Provider</li> <li>- power to the purchaser to increase their ownership up to 100% if they so wish</li> <li>- 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 District Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the HCA</li> </ul>
"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 the HCA or any subsequent replacement or where there is no such replacement at a rent determined by the District Council



**The Owners hereby covenant with the District Council as follows:**

- 1.1. Not to Commence the Development on each Phase unless and until the Affordable Housing Scheme for that Phase has been submitted to and approved by the District Council in writing SAVE FOR THAT that the Provider shall not have to be approved prior to Commencement of Development and such Provider shall need to be approved prior the exchange of any unconditional contract pursuant to paragraph 1.2 below
- 1.2. Not to Occupy the first Open Market Dwelling on that Phase until an exchanged unconditional contract for the sale of the Affordable Dwellings in that Phase to a Provider has been supplied to the District Council SAVE THAT where the District 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.
  - 1.3.1 Not to transfer or otherwise dispose of any Discount Market Dwelling other than subject to the Discount Restriction
  - 1.3.2 Not to transfer or otherwise dispose of any Discount Market Dwelling other than to an Eligible Household
- 1.4. Not to Occupy more than 50% of the Open Market Dwellings on that Phase until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme on that Phase are Practically Complete and have been transferred to the approved Provider (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 the registration of a restriction to secure compliance with the Discount Restriction where appropriate
- 1.5. 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:
  - 1.5.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire;
  - 1.5.2 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
  - 1.5.3 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:

- (e) such mortgagee or chargee or Receiver shall first give notice to the District 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 District 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
- (f) 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

## **Affordable Housing**

### **Part 2**

#### **Local Letting Policy: Local Connection Eligibility Criteria**

- 1. Unless otherwise agreed in writing up to one third (or such other amount as the District Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the District Council) shall be let on first Occupation in accordance with the local lettings policy set out below:
  - 1.1. first allocations shall be made to people living in the Parish of Horsford.
  - 1.2. If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Horsford; and
  - 1.3. If there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the Parish of Horsford to give/receive support to/from close family.
  - 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 District Council's policies relating to housing allocation or where no such persons are available to an Eligible Household.

#### **Administrative Procedure for Nominations**

- 2. To grant to the District Council nomination rights to 100% of the Affordable Rental Dwellings unless otherwise agreed in writing.
- 3. The administrative procedure for nominations shall be in accordance with the District Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the District Council and the Owners shall agree between them

## **Schedule 2**

### **Part 1**

#### **Open Space and Landscaping Areas Buffers**

##### **Owners Obligations**

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

"Management Company"	a company to be set up for the purposes of managing and maintaining the Open Space Land and Landscaping Areas Buffers for the Site or each relevant Phase
"Landscaping Areas Buffers"	The land shown for identification purposes coloured purple on the plan attached and marked "plan 2" to be laid out in accordance with condition 3 of the Planning Permission
"Open Space Land"	The land shown for identification purposes coloured orange on the plan attached and marked "plan 2" to be set aside and used as public open space and laid out in accordance with the Open Space Works Specification
"Open Space Works Specification"	A scheme for each Phase including plans drawings and specifications showing but not limited to the layout and design of the Open Space Land on each Phase including details of any proposed play areas and equipment landscaping paths and access arrangements, street furniture and fencing together with details of the proposed permanent Open Space Land management regime for that Phase
"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 or Landscaping Areas Buffers as landscaping areas



**The Owners hereby covenant with the District Council as follows:**

**1. OPEN SPACE**

- 1.1. Not to Commence the Development on each Phase until the Open Space Works Specification for that Phase has been submitted to and approved in writing by the District Council (such approval not to be unreasonably withheld)
- 1.2. Not to Occupy more than 75% of the Dwellings on each Phase until the Open Space Land Unencumbered for that Phase has been provided in accordance with the approved Open Space Works Specification to the written satisfaction of the District Council
- 1.3. to thereafter maintain the Open Space Land for that Phase Unencumbered to a standard suitable for use by members of the public as approved by the District Council PROVIDED THAT upon transfer of the Open Space Land to the Management Company this obligation shall be enforceable against the Management Company as successor in title to the Owners
- 1.4. Not to Occupy more than 75% of the Dwellings on any Phase until:
  - (a) the Management Company has been created to the satisfaction of the District Council; and
  - (b) the memorandum and articles of association and the form of transfer of the Open Space Land for that Phase to the Management Company has been submitted to the District Council for approval and has been approved by the District Council
- 1.5. Not to Occupy more than 80% of the Dwellings on any Phase until:
  - (c) the Open Space Land for that Phase has been transferred to the Management Company in accordance with the reasonable requirements of the District Council in consultation with the Management Company (which shall include a requirement that the Management Company's conveyancing fees and disbursements are paid for by the Owners and for the Open Space Land to be transferred free from all encumbrances restrictions or easements which might affect the use as Open Space Land or result in additional cost or liability to the Management Company not normally associated with the use of the Open Space Land) for a sum not exceed £1 (one pound) and subject to a restriction on the future use of the Open Space Land for recreational and amenity purposes by the general public

PROVIDED THAT the Management Company shall not be required to accept the transfer of the Open Space Land unless it has been provided and maintained in strict accordance with the Open Space Works Specification

**2. LANDSCAPING AREAS BUFFERS**

- 2.1. Not to Occupy more than 25% of the Dwellings adjacent to the Landscaping Areas Buffers on each Phase until the Landscaping Areas Buffers Unencumbered for that Phase has been provided to the written satisfaction of the District Council
- 2.2. to thereafter maintain the Landscaping Areas Buffers for that Phase Unencumbered to a standard suitable for use by members of the public as approved by the District Council PROVIDED THAT upon transfer of the Landscaping Areas Buffers to the Management Company this obligation shall be enforceable against the Management Company as successor in title to the Owners



- Public Open Space Areas
- Landscape Buffers



Extract of Proposed Access  
from Holt Road



CHIEF EXECUTIVE

*[Handwritten signature]*  
*[Handwritten signature]*  
 D.J. Keeler  
 M.J. Keeler



2.3. Not to Occupy more than 75% of the Dwellings on any Phase until:

- (d) the Management Company has been created to the satisfaction of the District Council; and
- (e) the memorandum and articles of association and the form of transfer of the Landscaping Areas Buffers for that Phase to the Management Company has been submitted to the District Council for approval and has been approved by the District Council

2.4. Not to Occupy more than 80% of the Dwellings on any Phase until:

- (f) the Landscaping Areas Buffers for that Phase have been transferred to the Management Company in accordance with the reasonable requirements of the District Council in consultation with the Management Company (which shall include a requirement that the Management Company's conveyancing fees and disbursements are paid for by the Owners and for the Landscaping Areas Buffers to be transferred free from all encumbrances restrictions or easements which might affect the use or result in additional cost or liability to the Management Company not normally associated with the use of Landscaping Areas) for a sum not to exceed £1 (one pound)

**PROVIDED THAT** the Management Company shall not be required to accept the transfer of the Landscaping Areas Buffers unless it has been provided and maintained in strict accordance with this Deed and the conditions of the Planning Permission

## Part 2

### Green Infrastructure

In this part of Schedule 2 (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

Green Infrastructure Scheme	A scheme for the green infrastructure for the Site in accordance with Policy EN3 including plans drawings and specifications showing but not limited to the layout and design of the green infrastructure with details of the proposed permanent management regime
Green Infrastructure Commuted Sum	Commuted sum for each Phase to be paid in accordance with paragraph 3 below and increased in accordance with the Inflation Provision.
"Green Infrastructure Commuted Sum Purposes"	The provision and maintenance of green infrastructure within the administrative area of the District Council required in order to mitigate the potential impact of the Development on sites in Norfolk designated by the European Union as sites of importance for landscape habitats flora or fauna



**1. The Owners covenant with the District Council as follows:**

- 1.1 Not to Occupy or allow Occupation of more than 40% of the Dwellings in Phase 1 until either;
- 1.1.1. the Green Infrastructure Commuted Sum for that Phase has been paid to the District Council, OR;
- 1.1.2 the Green Infrastructure Scheme has been submitted and approved in writing by the District Council and the District Council have confirmed in writing that there is no requirement for a Green Infrastructure Commuted Sum, OR;
- 1.1.3 the Green Infrastructure Scheme has been submitted and approved in writing by the District Council but the District Council have confirmed in writing that there is a requirement for a Green Infrastructure Commuted Sum for that Phase and that sum has been paid to the District Council
- 1.2 If 1.1.1 or 1.1.3 immediately above apply to pay the remainder of the Green Infrastructure Commuted Sum in the following equal instalments;
- 1.2.1 Prior to Occupation of 50% of the Dwellings in Phase 2
- 1.2.2 Prior to Occupation of 75% of the Dwellings in Phase 2

**2. The District Council covenants with the Owners as follows:**

- 2.1 To deposit the Green Infrastructure Commuted Sum/s in an interest bearing account and apply the capital and any interest accrued towards the Green Infrastructure Commuted Sum Purposes.
- 2.2 In the event that the Green Infrastructure Commuted Sum/s has/have not been committed (by way of contract or expenditure of monies) within 10 years of receipt of payment to refund any unspent balance of the contribution to the Owners together with any interest accrued.

**3. Calculation of the Green Infrastructure Commuted Sum**

- 3.1 Table 1 – Cost per Dwelling for land purchase

Property	Cost per Dwelling
1 bed	£600
2 bed	£800
3 bed	£1,000
4 bed	£1,200
5+ bed	£1,400

Table 2 – Cost per dwelling for equipping

Property	Cost per Dwelling
1 bed	£429
2 bed	£572
3 bed	£715
4 bed	£858
5+ bed	£1001

Table 3 – Cost per dwelling for maintenance

Property	Cost per Dwelling
1 bed	£253
2 bed	£338
3 bed	£422
4 bed	£506
5+ bed	£591

### Part 3

#### Off-Site Open Space Contribution

In this part of Schedule 2 (and elsewhere in this Deed where the context permits) the following words and phrases shall have the following meaning:

**"Off-Site Open Space Contribution"**

A sum in lieu of any deficiency in the amount or type of Open Space Land being provided compared to that required in accordance with the District Councils current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Paragraph 2 of this part of Schedule 2 for the provision of land, equipment and maintenance and increased in line with the Inflation Provision

**"Open Space Policies"**

means the Council policy RL1

The Owner hereby covenants with the Council as follows:

1. Where there is a deficiency in the amount of Open Space Land to pay 50% of the Off-Site Open Space Contribution prior to Occupation of 40% of the Dwellings in Phase 1 and the remaining 50% prior to Occupation of 50% of the Dwellings in Phase 2
2. Cost per Dwelling for the Off-Site Open Space Contribution is as follows;

Cost per Dwelling for open space land purchase (where required)

Land purchase			
Property	Sports	Allotments	Total
1 bed	£252	£24	£276
2 bed	£336	£32	£368
3 bed	£420	£40	£460
4 bed	£504	£48	£552
5 + bed	£588	£56	£644

Cost per Dwelling for equipping open space

Equipping			
Property	Sports	allotments	Total
1 bed	£288	£15	£303
2 bed	£385	£19	£404
3 bed	£481	£24	£505
4 bed	£577	£29	£606
5+ bed	£674	£34	£708

Cost per Dwelling for maintenance of open space

Maintenance		
Property	Sports	Total
1 bed	£303	£303
2 bed	£404	£404
3 bed	£504	£504
4 bed	£605	£605
5+ bed	£707	£707

**3. The District Council covenants with the Owners as follows:**

- 3.1 To deposit the Off-Site Open Space Contribution in an interest bearing account and apply the capital and any interest accrued towards the provision of land, equipment and maintenance.
- 3.2 In the event that the Off-Site Open Space Contribution has not been committed (by way of contract or expenditure of monies) within 5 years of receipt of payment to refund any unspent balance of the contribution to the payer together with any interest accrued.

The Common Seal of  
Broadland District Council  
was hereunto affixed to this  
Deed in the presence of:



7760

~~Head of Corporate Services and  
Monitoring Officer~~

**CHIEF EXECUTIVE**

Executed as a Deed by  
Michael John Keeler  
In the presence of

)  
) M. J. Keeler  
)

Witness:

Jack Hain Royall  
Solicitor  
Birketts LLP  
Kingfisher House, 1 Gilders Way  
Norwich NR3 1UB

Executed as a Deed by  
Deborah Janet Keeler  
In the presence of

)  
) D. J. Keeler  
)

Witness:

Jack Hain Royall  
Solicitor  
Birketts LLP  
Kingfisher House, 1 Gilders Way  
Norwich NR3 1UB

Executed as a Deed by  
Joanne Rose Keeler  
In the presence of

)  
) J. R. Keeler  
)

Witness:

Jack Hain Royall  
Solicitor  
Birketts LLP  
Kingfisher House, 1 Gilders Way  
Norwich NR3 1UB




Executed as a Deed by  
BDW Trading Limited  
acting by a director and its  
secretary or two directors:

)  
)  
)  
)



Matthew Ward



Matt Cranfield

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

WITNESS -



JACK N. SPERRIN

SENIOR LAND MANAGER.

BDW TRADING LTD

7 SPRINGFIELD LYONS APPROACH

CHELMSFORD

ESSEX

CM12 5EY.

## Appendix 1

### (Affordable Housing Provision)

#### Affordable Rental Units on the Site (x 39 Units)

- 16 x 1 bedroom (2 person) flats (as maisonettes) 40-48m<sup>2</sup>
- 10 x 2 bedroom (4 person) houses (78.2m<sup>2</sup>)
- 2 x 2 bedroom (4 person) bungalows w/c adaptable (67m<sup>2</sup>)
- 6 x 3 bedroom (5 person) houses (90m<sup>2</sup>)
- 2 x 3 bedroom (6 person) houses (98m<sup>2</sup>)
- 2 x 3 bedroom (6 person) houses (103m<sup>2</sup>)
- 1 x 3 bedroom (5 person) bungalow (84m<sup>2</sup>)

#### Intermediate Housing on the Site (x 39 Units)

Discounted Market Dwellings as 80% OMV /Shared Equity/ Shared ownership

27 x 2 Bed Houses (Wilford)

12 x 3 Bed Houses – (as SH64D and Arley)