

Dated

18th December

2019

BROADLAND DISTRICT COUNCIL

-and-

DAVID EDWARD FORTESCUE

-and-

DIANE MARY FORTESCUE

-and-

CHERRYLYNN JOY GRAY

-and-

RODNEY JOHN CUSHING

-and-

LOVELL PARTNERSHIPS LIMITED

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

relating to land off Manor Road, Newton St Faiths
Norfolk

THIS DEED is dated

18th December

2019

PARTIES:

- (1) BROADLAND DISTRICT COUNCIL of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU (referred to as "the Council")
- (2) DAVID EDWARD FORTESCUE and DIANE MARY FORTESCUE of 106 Newton Street, Newton St Faith, Norwich Norfolk (referred to as "the First Owners")
- (3) CHERRYLYNN JOY GRAY of 156 Manor Road, Newton St Faith, Norfolk NR10 3LG (referred to as "the Second Owner")
- (4) RODNEY JOHN CUSHING of 154 Manor Road, Newton St Faith, Norfolk NR10 3LG (referred to as "the Third Owner")
- (5) LOVELL PARTNERSHIPS LIMITED (company no: 02387333) whose registered office address is Kent House, 14-17 Market Place, London W1W 8AJ (referred to as "the Developer")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is the local planning authority for the area within which the Site is situated
- (B) The Developer has applied for the Permission and the Council has resolved to grant the Permission subject to the Parties entering into this Deed
- (C) The First Owners own the freehold of that part of the Site which is registered at the HM Land Registry under title number NK230488
- (D) The Second Owner own the freehold of that part of the Site which is registered at the HM Land Registry under title number NK219106
- (E) The Third Owner own the freehold of that part of the Site which is registered at the HM Land Registry under title number NK401699 and NK402699
- (F) The Developer has entered into a contract for sale with the Owners which is

registered at the HM Land Registry under titles NK230488, NK219106, NK401699 and NK402699

1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990
CIL	The Community Infrastructure Levy introduced by the Planning Act 2008 as amended or any successor levy or charge
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except operations consisting of:</p> <p>site clearance</p> <p>demolition</p> <p>archaeological investigations</p> <p>ground surveys</p> <p>removal of contamination</p> <p>erection of temporary fences</p> <p>temporary display of site notices and/or advertisements</p> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site as in accordance with the Permission
Dwelling	A dwelling to be built on the Site as part of the Development
Nominated Officer	The senior officer of the Council responsible for

development management or other officer of the Council notified to the Owner

Inflation Provision the increase (if any) in the Royal Institution of Chartered Surveyors Build Cost Information Service All in Tender Price Index between January 2015 and the date upon which payment is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)

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
security operations
and 'Occupy' and 'Occupied' will be construed accordingly

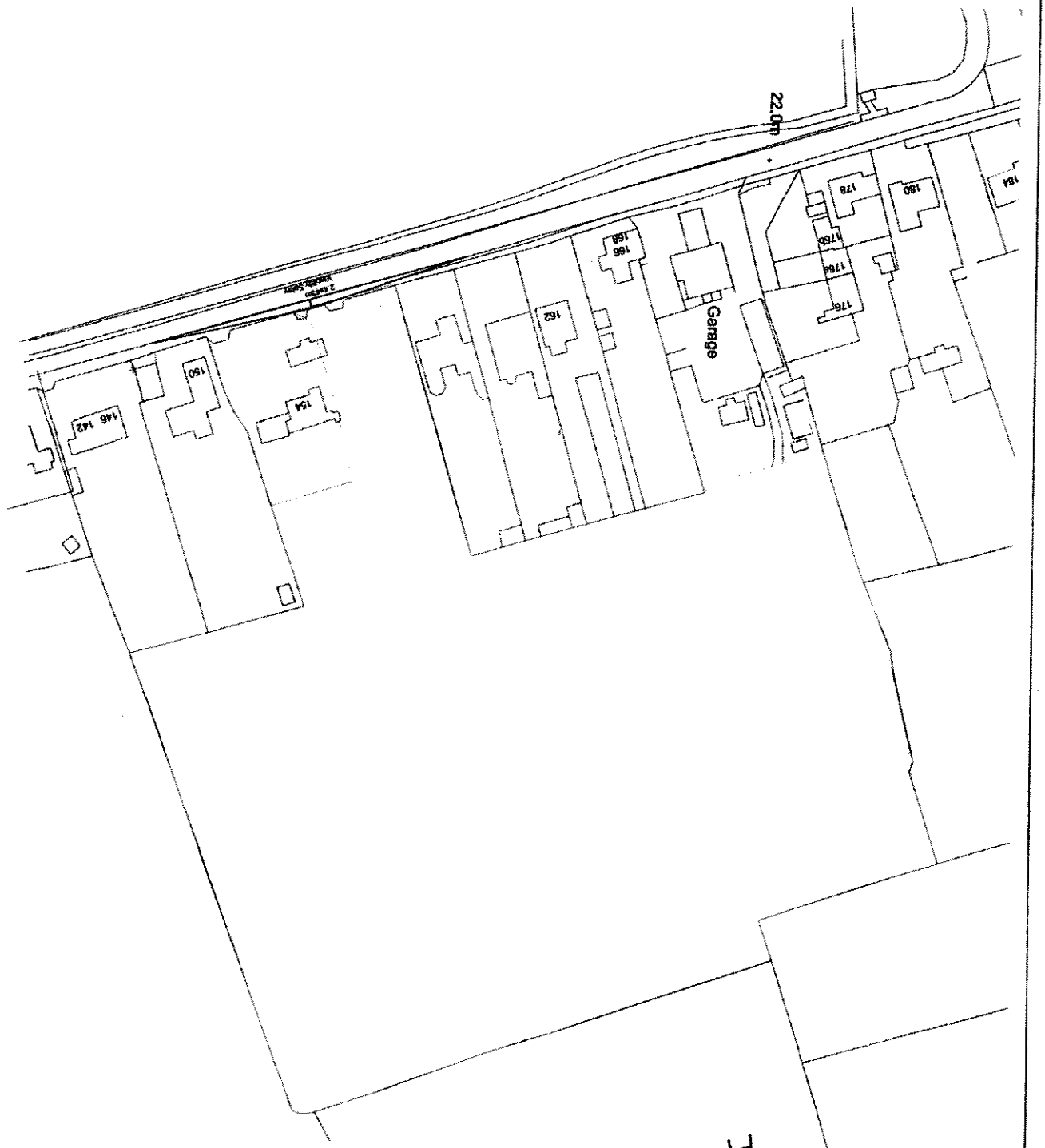
"Owners" The First Owners, Second Owner and Third Owner together

Permission The planning permission to be granted by the Council for demolition of dwelling and erection of 69 Dwellings and allocated reference number 20182043 or if the 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

Plan	The plan attached to this Deed
Site	The land known as land off Manor Road, Manor Road, Newton St Faith, Norfolk and registered at H M Land Registry under title numbers NK230488, NK219106, NK401699 and NK402699 together as shown edged red on the Plan
Trigger	means the date of Commencement 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 Covenants given by more than one party can be enforced against them individually or jointly
- 2.3 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person
- 2.4 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.5 This Deed is governed by and interpreted in accordance with the law of England
- 2.6 For the avoidance of doubt it is agreed between the parties that in the event of an application under Section 73 of the Act or any application for a replacement

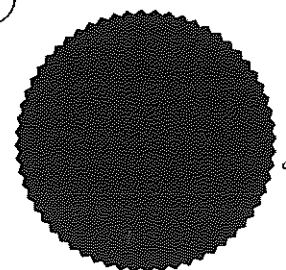
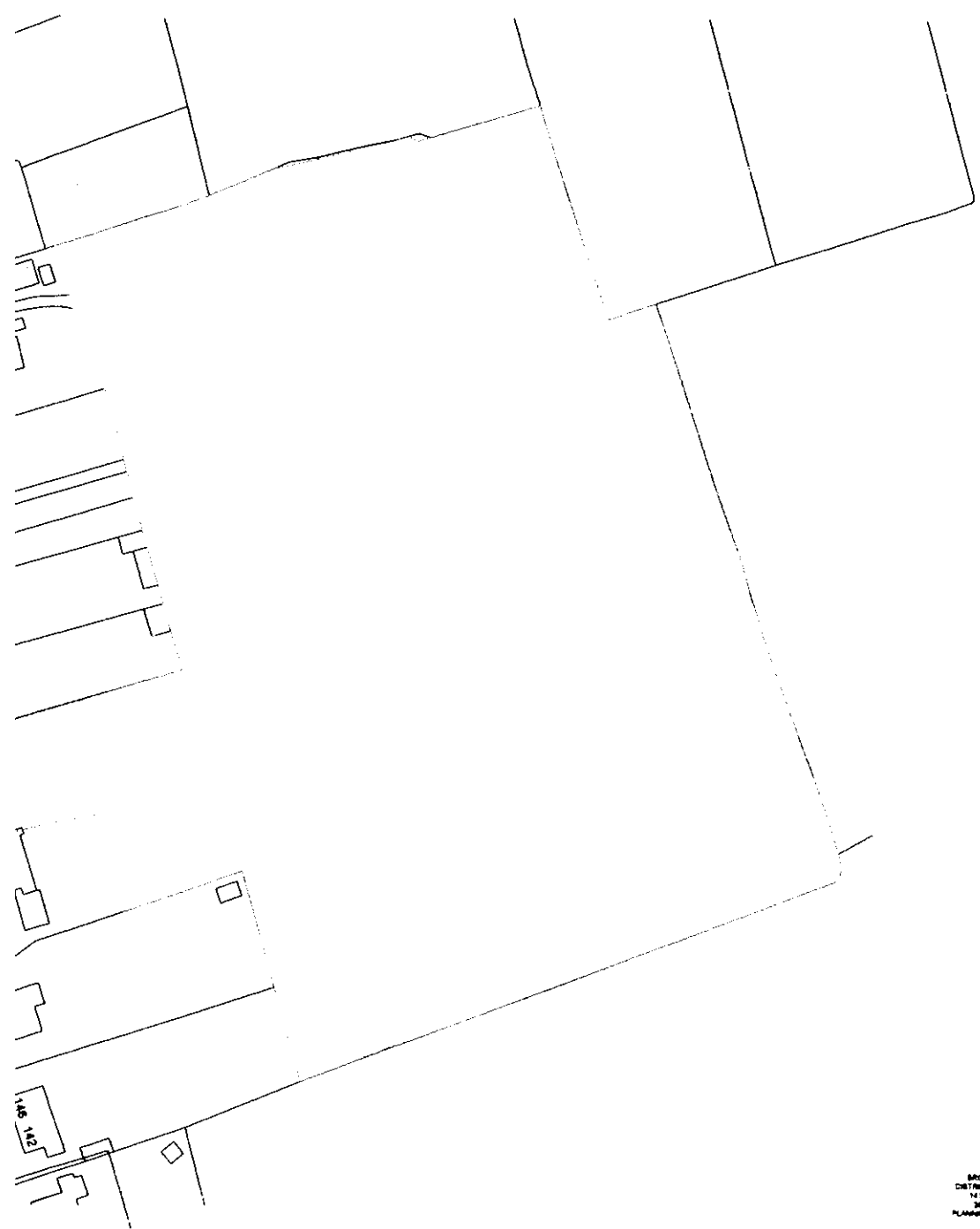


D.M. FORTESCUE
[Signature]

NOT TO SCALE
 DISTANCE
 1:1000
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Rev	Description	Date
LOVELL HOUSES		
Project Details: Newtown St Faith, Norwich		
Client: Lovell Partnership Ltd		
Drawing: Location Plan		
Scale 1:11 1:200	Drawing Date	Checked Date
Issue:	Date:	
Information		20/08
Drawing No:	Rev:	P2
ALL DIMENSIONS MUST BE IN METERS UNLESS OTHERWISE STATED AND MUST SHOW THE UNITS		
© COPYRIGHT		



Handwritten signatures and initials:
NTP
J. Gray
R.D.
David



BRANDLAND
DISTRICT COUNCIL
14 Dux Street
BRANDLAND
PLANNING CONTROL

Rev	Description	Date
LOVELL HOMES <small>Lovell 200 Landscape Planning Ltd. Norwich, Norfolk, NR1 1AA Tel: 01603 255555 Email: info@lovellhomes.co.uk</small>		
Project Details: Newton St Faith, Norwich		
Client: Lovell Partnership Ltd		
Drawing: Location Plan		
Scale @ A1: 1:500	Drawn: DAG	Checked: DAG
Issue: Information		Date: 20/08
Drawing No: 026-18-0150		Rev: P2
<small>ALL DIMENSIONS MUST BE SITE CHECKED AND NOT SCALED FROM THIS DRAWING. © COPYRIGHT</small>		

permission for the Development the obligations contained in this Deed will be reviewed and amended where appropriate

3. COVENANTS

- 3.1 The Owners covenants with the Council so as to bind themselves and their successors in title to observe and perform the obligations and stipulations contained in this Deed
- 3.2 The Council covenants with the Owners to comply with their obligations contained in this Deed

4. OTHER PROVISIONS

- 4.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site or that part of the Site in respect of which such breach occurs (unless the breach occurred before he disposed of his interest)
- 4.2 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 whose consent is necessary to make this Deed binding on all interests in the Site
- 4.3 Save for the obligations contained in paragraph 1.7 of Schedule 1 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:

4.3.1 individual purchasers, occupiers 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, occupier or lessee has completed the purchase or lease of the Dwelling or has entered into a binding contract for such purchase or lease

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

4.4 On completion of this Deed the Owners will pay the Council's reasonable legal costs in connection with this Deed

4.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

4.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions

4.7 No waiver, express or implied, by the Council constitutes a continuing waiver, nor prevents the Council from enforcing any of the provisions in this Deed

5. DISPUTES

5.1 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

5.2 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

6. INTEREST AND VAT

6.1 If any payment due to the Council is paid late interest will be added from the date payment is due to the date of payment at the rate of 4% above the base lending rate of the Bank of England from time to time

- 6.2 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid

7. NOTIFICATIONS

- 7.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received
- 7.2 The Owners will notify the Nominated Officer in writing of the anticipated Triggers seven days in advance of each anticipated date and the actual Triggers within seven days of each actual date
- 7.3 If the Owners dispose of their interest 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 PROVIDED THAT the Owners shall not be required to give such notice when disposing of individual Dwellings constructed pursuant to the Permission

8. CONDITIONALITY

The covenants and the planning obligations in this Deed shall only come into effect upon the grant of the Permission and once the Development has commenced unless otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any clause covenant or obligation

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 as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	the Intermediate Housing and Affordable Housing for Rent to be provided to Eligible Households whose needs are not met by the market (including housing that provides a subsidised route to home ownership) and which complies with one or more of the definitions of affordable housing in Annex 2 of the NPPF) unless other types of affordable housing are agreed in writing by the Council
"Affordable Housing Mix"	57% Affordable Housing for Rent and 43% Intermediate Housing (or as otherwise agreed by the Council in its absolute discretion)
"Affordable Housing Provision"	the construction and provision of Affordable Dwellings on the Site equating to 10% of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix
"Affordable Housing Scheme"	<p>A scheme securing the Affordable Housing Provision and specifying:</p> <ul style="list-style-type: none"> - The timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings; - full details of the design of the Affordable Dwellings - The identity of the Provider <p>AND, where the parties agree any amendment or alteration to the Affordable Housing Mix or the Affordable Housing Provision:</p> <ul style="list-style-type: none"> - The number, location, type and size of Affordable Dwellings to be constructed on the Site;

	<ul style="list-style-type: none"> - full details of the Affordable Housing Mix including the types of Intermediate Housing and Affordable Housing for Rent; - such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme
"Affordable Housing for Rent"	Affordable Dwellings which meet the conditions set out in the definition of "Affordable Housing for rent" in Annex 2 of the NPPF, let by a Registered Provider with an appropriate agreement with the Homes England for the provision of affordable rents being controls that limit the rent to no more than 80 per cent of local market rents including any service charges and shall not exceed, on commencement of each tenancy, the local housing allowance for that area or as otherwise agreed with the Council in writing AND for the avoidance of doubt this includes Intermediate Rented Dwellings where the Council in its discretion determines this is an appropriate tenure.
"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 AND FOR THE AVOIDANCE OF DOUBT no national or local prioritisation criteria shall apply in respect of a Shared Ownership Housing dwelling where it is intended to be included in Homes England's National Affordable Housing Programme (or any successor programme approved by the Council in writing) and those provisions would prevent its inclusion
"Homes England"	Homes England or the Regulator of Social Housing or their successor bodies or other appropriate body as the Council may nominate
"Intermediate Housing"	one or more of Shared Ownership Housing, Shared Equity Housing, or other low cost homes for sale (at a price equivalent to at least 20% below local market value) that Eligible Households can afford as determined by the Council acting reasonably (or as otherwise agreed by the Council in writing).

Intermediate Rented Dwellings	Dwellings at rents above those of Social Rented Dwellings but below local market rents that Eligible Households can afford (which shall be no more than 80% of local market rents including any service charges and shall not exceed the local housing allowance for that area) as determined by the Council
"NPPF"	The National Planning Policy Framework published in July 2018 and last updated in February 2019.
"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
"Registered Provider"	Is as defined in the Housing and Regeneration Act 2008
"Shared Equity Housing"	Dwellings purchased on a shared equity basis whereby not more than 75% of the equity is sold to the purchaser with power to increase their percentage of ownership up to 100% after five years of acquisition of the initial share and upon a payment equating to the additional equity being purchased payable to the Council or the Provider as the case may be (or such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition of the additional equity such

	scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)
"Shared Ownership Housing"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	<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 until the Affordable Housing Scheme has been submitted to and approved by the Council in writing such approval not to be unreasonably withheld or delayed
- 1.2 Not to Occupy more than the first Open Market Dwelling until an exchanged unconditional contract for the sale of the Affordable Dwellings to a Provider has been supplied to the Council SAVE THAT where the Council agrees that the Affordable Dwellings are not to be transferred or are to be disposed of to owner occupiers, this obligation shall not apply
- 1.3 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales and details set out therein.
- 1.4 Not to offer for sale any Intermediate Housing dwelling (other than a Shared

Ownership Housing Dwelling or Shared Equity Housing Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Housing dwellings

- 1.5 Not to Occupy more than 50% of the Open Market Dwellings until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme are Practically Complete and have been transferred to the approved Provider (or individual owner- occupiers where appropriate and set out in the Affordable Housing Scheme, or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the following terms:
- a) for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
 - b) free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
 - c) with the benefit of all necessary easements, rights and utilities; and
 - d) any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme
- 1.6 Unless otherwise agreed in writing with the Council to comply with the provisions set out in Part 2 of this Schedule (Local Connection Cascade)
- 1.7 Not to use the Affordable Dwellings for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:
- 1.7.1 an Affordable Dwelling owned or occupied by a person(s) who has acquired an interest in the relevant Affordable Dwelling under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016 or other relevant legislation;
 - 1.7.2 an Eligible Household which has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest in a Shared Ownership Housing Dwelling
 - 1.7.3 an owner of Shared Equity Housing Dwelling;
 - 1.7.4 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT it is has first complied with the following:

- a) such mortgagee or chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and
 - b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings
- 1.7.4 all persons or bodies deriving title under or through any persons or bodies referred to in this paragraph 1.6 (including their successors in title and mortgagees)

Part 2

Local Connection Cascade

Up to one third (or such other amount as the Council shall reasonably require) of the Affordable Housing for Rent (as chosen by the Council) shall be let on first Occupation in accordance with the local lettings policy set out below:

- 1 Unless otherwise agreed in writing the Affordable Housing for Rent 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 Horsham and Newton St Faiths
 - 1.2 if there is no suitable person in paragraph 1.1 allocations will be made to people who work in the parish of Horsham and Newton St Faiths; 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 Horsham and Newton St Faiths to give/receive support to/from close family.
 - 1.4 If there are no suitable persons in paragraph 1.1 and/or 1.2 and/or 1.3 above, allocations will be made to households living in the Broadland District in accordance with the Council's policies relating to housing allocation or where no such persons are available to an Eligible Household as approved by the Council
- 2 Administrative Procedure for Nominations
 - 2.1 To grant to the Council nomination rights to 100% of the Affordable Rented Dwellings unless otherwise agreed in writing.
 - 2.2 The administrative procedure for nominations shall be in accordance with the Council's housing allocations policy as amended from time to time or in accordance with alternative procedures as the Council and the Owners shall agree between them.

PART 3
Affordable Housing Contribution

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

"Affordable Housing Contribution"	Means the sum equivalent to 50 per cent of the amount by which the Profit Margin exceeds 17.5 per cent of the Gross Sales Receipts from the sale of the Dwellings and not exceeding a total sum equivalent to 23% of the overall value of the Dwellings delivered on Site
"Development Costs"	Means the costs reasonably and properly incurred by the Owner in the construction of the Development and disposal of the Dwellings excluding any taxes as approved by the Valuer PROVIDED THAT the costs associated with the purchase of the Site (for the calculation of the Development Costs only and including stamp duty land tax) shall be no more than £1,518,300
"Gross Sales Receipts"	Means the total consideration in money or moneys worth received for the sale of each Dwelling PROVIDED THAT where any Dwelling has not yet been sold the anticipated sale price for that Dwelling shall be included as approved by the Valuer
"Open Book Analysis"	Means full accounts of the Gross Sales Receipts and the Development Costs with supporting documentation prepared and certificated by the Owners auditors and approved and verified as accurate and reasonable by the Valuer identifying the Profit Margin. Where any amounts of income value or costs are not realised by the date of the Open Book Analysis reasonable estimates thereof shall be provided and approved by the Valuer and any items not attributable wholly to the Gross Sales Receipts or Development Costs of the Dwellings shall be reasonably apportioned
"Profit Margin"	Means the Gross Sales Receipts less the Development Costs as determined in accordance with the Open Book Analysis
"Valuer"	Means a valuer employed by the valuation office agency or an expert recommended by Homes England or such other suitably qualified and independent body approved by the Council (acting

reasonably)

1.1 It is hereby agreed and declared that the obligations contained in this Part 3 of this Schedule:

- a) shall not take effect until the three year anniversary of the date of the first Permission issued in relation to the Development and not for the avoidance of doubt to include any subsequent planning permission issued (pursuant to s.73 of the Act or otherwise) after the first planning permission decision notice for the Development
- b) shall cease to have effect in the event that the Development is fully complete and all Dwellings are Occupied as certified by the Council prior to the three year anniversary of the date of the first Permission issued in relation to the Development and not for the avoidance of doubt to include any subsequent planning permission issued (pursuant to s.73 of the Act or otherwise) after the first planning permission decision notice for the Development

The Owners hereby covenant with the Council as follows:

2.1 Not to Occupy or allow Occupation of more than 90% of the Dwellings unless and until:

- 2.1.1 the Owners have submitted the Open Book Analysis to the Valuer for approval
- 2.1.2 the Affordable Housing Contribution as approved by the Valuer has been paid to the Council or the Open Book Analysis as approved by the Valuer shows that the Affordable Housing Contribution is nil

provided always that if the Valuer has not determined the level of Affordable Housing Contribution (if any) within 21 working days of the Owners having submitted the Open Book Analysis to the Valuer then following the expiry of the said 21 working day period further Occupations of the Dwellings pending the Valuer's determination will be permitted PROVIDED THAT no more than 95% of the Dwellings shall be Occupied unless and until the Affordable Housing Contribution as approved by the Valuer has been paid to the Council or the Open Book Analysis as approved by the Valuer shows that the Affordable Housing Contribution is nil and provided further that the Council will use reasonable endeavors to ensure that the Valuer undertakes his assessment of the Open Book Analysis and provides his decision thereto as soon as reasonably practicable

2.2 In the event that the Owners fail to complete all Dwellings approved as part of the Development and the Council has reason to believe that the Owners have no intention of completing the Development within a reasonable time, being no earlier than three years from the date of the Planning Permission then:

- 2.2.1 the Council may require and the Owners shall submit upon request an Open Book Analysis in relation to those Dwellings which have been Occupied or are constructed and ready for Occupation

- 2.2.2 Upon final approval by the Valuer of the Open Book Analysis carried out under paragraph 2.2.1 above to pay any Affordable Housing Contribution due within 28 days of approval
- 2.2.3 from the date of receipt of a request from the Council under 2.2.1 above the Owners shall not Occupy or allow Occupation of any Dwellings which remain vacant until such time as the Open Book Analysis has been approved by the Valuer and any contribution due under 2.2.2 have been paid.

AND FOR THE AVOIDANCE OF DOUBT in the event that an Open Book Analysis is provided in accordance with this Clause this shall not discharge the requirements of Paragraph 2.1 which shall continue to apply

- 3.1 The Owners shall provide to the Valuer such further information and evidence as he deems necessary to verify the accuracy or appropriateness of any information contained within any Open Book Analysis within 10 days of demand
- 3.2 The Owners shall pay the Valuer's reasonable costs in connection with each Open Book Analysis within 30 days of demand either to the Council or to the Valuer direct as directed by the Council

SCHEDULE 2

Open Space

Part 1 Owner Obligations

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

"Green Infrastructure Contribution"	A sum towards the delivery of the objectives of the West Broadland Green Infrastructure Plans or other such projects that meet the aims of policy EN3 increased in line with the Inflation Provision
"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 Council's current Open Space Policies at the date of this Deed such sum to be calculated in accordance with Part 3 of this Schedule increased in line with the Inflation Provision and applied towards the provision of open space serving the development in the parish of Horsham & Newton St faiths.
"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 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 thereof) relating to the provision of open space, recreation, sport, allotments, green infrastructure and other similar types of amenity land and facilities.

The Owners hereby covenant with the Council as follows:

1. OFF-SITE OPEN SPACE CONTRIBUTION
 - 1.1 Not to Occupy any Dwelling until the Off-Site Open Space Contribution and Green Infrastructure Contribution has been paid to the Council

Part 2 Council Obligations

The Council covenants with the Owners as follows:

1. to hold the contributions received under this schedule in an interest bearing account and apply the same (together with any interest accrued) towards the purposes for which they were paid and In the event that the Off-Site Open Space Contribution or Green Infrastructure Contribution has not been committed (by way of contract or other legally binding instrument) to the purpose for which it was paid within 10 years of final Occupation of the Development then the Council shall repay to the Owners so much of those contributions as shall remain so uncommitted 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

Purchase of Off Site Open Space

A. Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£252	£51	£24	£600	£927
2 bed	£336	£68	£32	£800	£1,236
3 bed	£420	£85	£40	£1,000	£1,545
4 bed	£504	£102	£48	£1,200	£1,854
5 bed +	£588	£119	£56	£1,400	£2,163

Equipping of Off Site Open Space

B. Property	Sports	Play	Allotments	Green Infrastructure	Total
1 bed	£288	£89	£15	£429	£821
2 bed	£385	£119	£19	£572	£1,095
3 bed	£481	£148	£24	£715	£1,368
4 bed	£577	£178	£29	£858	£1,642
5 bed +	£674	£207	£34	£1,001	£1,916

Maintenance of Off Site and On Site Open Space

C. Property	Sports	Play	Allotments	Green infrastructure	Total
1 bed	£303	£30	£15	£253	£586
2 bed	£404	£41	£19	£338	£783
3 bed	£504	£51	£24	£422	£977
4 bed	£605	£61	£29	£506	£1,172
5 bed +	£707	£72	£34	£591	£1,370

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

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

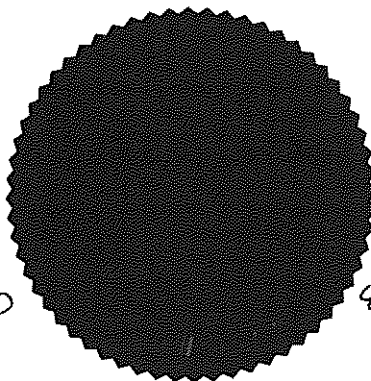
THE COMMON SEAL OF BROADLAND DISTRICT COUNCIL)
was affixed in the presence of:)

Authorised Signatory:



C M MOCKFORD

Deputy Monitoring
Officer



8000

SIGNED and DELIVERED as a DEED by

David Fortescue

DAVID EDWARD FORTESCUE in the presence of:

Witness signature

Z. Zeeman

Witness name

ZENITH ZEEMAN

Address

325 FORREST ST PALMYRA
W. AUSTRALIA

Occupation

MANAGER

SIGNED and DELIVERED as a DEED by

D.M. Fortescue

DIANE MARY FORTESCUE in the presence of:

Witness signature

Z. Zeeman

Witness name

ZENITH ZEEMAN

Address

325 FORREST ST PALMYRA
W. AUSTRALIA

Occupation

MANAGER

SIGNED and DELIVERED as a DEED by

CHERRYLYNN JOY GRAY in the presence of:



Witness signature



Witness name

THOMAS J. MAYES.

Address

6 UPPER KING, NORWICH, NORFOLK, NR3 1HA.

Occupation

CHARTERED SURVEYOR.

SIGNED and DELIVERED as a DEED by

RODNEY JOHN CUSHING in the presence of:



Witness signature



Witness name

THOMAS J. MAYES.

Address

6 UPPER KING ST, NORWICH, NORFOLK, NR3 1HA

Occupation

CHARTERED SURVEYOR.

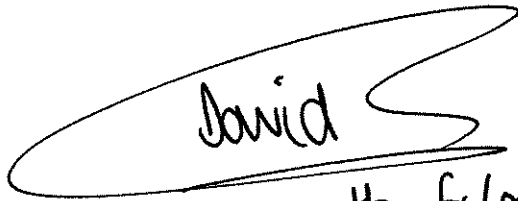
SIGNED as a DEED by **DAVID GOUGH**

and **M GOUGH**


as attorneys for

LOVELL PARTNERSHIPS LIMITED

In the presence of:


as attorney for Lovell Partners Ltd

WITNESS


.....[SIGNATURE]

.....[NAME]

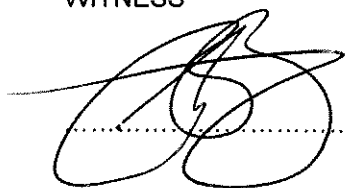
SUZANNE MOORE
MARSTON PARK
TAMWORTH
STAFFORDSHIRE
B78 3HN

.....[ADDRESS]

In the presence of:


as attorney for LOVELL PARTNERSHIPS LTD.

WITNESS

.....[SIGNATURE]

Andy Starkings
Lakeside 500.....[NAME]
Broadland Business Park
Norwich, NR7 0WG

.....[ADDRESS]