

Dated

13th Mar

2015/6

Broadland District Council

-and-

Norwich City Council

-and-

Richard Thomas Pointer & Sally Anne Pointer & Ann Elizabeth Burrows

-and-

Albert Jack Ward (acting by his attorney Peter David Ward)

-and-

Old Catton Parish Council

-and-

Norfolk County Council

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

relating to land at St Faiths Road, Old Catton, Norwich

Victoria McNeill  
Practice Director  
Nplaw  
County Hall  
Martineau Lane  
Norwich  
NR1 2DH

CR/SR - BDC - 47177

THIS DEED is dated

12 May

2015

**PARTIES:**

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU (referred to as "the Council");
- (2) **NORWICH CITY COUNCIL** of City Hall, St Peters Street, Norwich, NR2 1NH (referred to as "the City Council");
- (3) **RICHARD THOMAS POINTER** and **SALLY ANNE POINTER** of Five Berries Farm, Brick Kiln Road, Hevingham, Norfolk, NR10 5NL and **ANN ELIZABETH BURROWS** 2 Barber Place, Thorpe St Andrew, Norwich, NR7 0HG and **ALBERT JACK WARD** c/o Silver Birches, Buxton Road, Spixworth, Norwich, NR12 7BJ acting by his attorney **PETER DAVID WARD** and **OLD CATTON PARISH COUNCIL** of The Pavilion, Church Street, Old Catton, Norwich, NR6 7DS (the "Parish Council") (referred to collectively as the "Owners"); and
- (4) **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich Norfolk NR1 2DH (referred to as "the County Council")

together referred to as 'the Parties'

**INTRODUCTION**

- (A) The Council is a local planning authority for the area within which the majority of the Site is located
- (B) The City Council is a local planning authority for the area within which the balance of the Site is located
- (C) The County Council is a local planning authority and the highway authority
- (D) SGP (Land & Developments) Ltd on behalf of the Owners has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed
- (E) The Owners own the freehold of the Site

## 1. DEFINITIONS

In this Deed the following expressions have the following meanings:

Act	the Town and Country Planning Act 1990
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>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	the Development of the Site in accordance with the Permission
Dwelling	a dwelling to be built on the Site as part of the Development
Nominated Officer	the senior officer of the Council responsible for development management or other officer of the Council notified to the Owners
Inflation Provision	<p>the increase (if any) in the Royal Institution of Chartered Surveyors Build Cost Information Service;</p> <p>All Construction TPI: All New Construction between the date of this Deed and the date upon which a payment of the Off Site Open Space Contribution and Maintenance Sum is made pursuant to this Deed.</p>

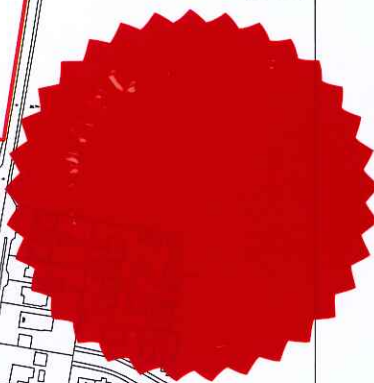


RIBA  
A.E.O. Burgess  
B.H. Roberts Cae

Handwritten mark

Head of Democratic Services and  
Monitoring Officer

Handwritten mark



7546

Handwritten mark

NORWICH INTERNATIONAL  
AIRPORT

HURRICANE WAY

METEOR CLOSE

HEPTON AVENUE

LOVEY LANE

THE SITE

Ordnance Survey (c) Crown Copyright 2013. All rights reserved. Licence number 100020449



N

Scale

Revisions.

- A. Site boundary revised.
- B. Eastern boundary adjusted. 26-10-15.

MARTIN BENKE LTD.  
ARCHITECTURAL SERVICES

Development - Land off St Faiths Road, Old Catton,  
Norwich.

For - SGP Land & Developments Ltd.

Drawing Title - Site Location.

© This drawing is the copyright of Martin Benke Ltd.

27a Kelmash Road,  
Clipston,  
Market Harborough,  
Leicestershire,  
LE16 9RX.  
Tel. (01858) 525580.

Drawing No. 0196/02B

Date. 03/06/2015

Scale. 1:2500 @A3

Occupation	<p>Occupation of the Site, or any part of it, for any purpose authorised by the Permission, but excluding occupation for the purposes of:</p> <p>construction</p> <p>internal and external refurbishment</p> <p>decoration</p> <p>fitting-out</p> <p>marketing</p> <p>and 'Occupy' and 'Occupied' will be construed accordingly</p>
Permission	<p>the outline planning permission to be granted by the Council for a mixed use Development of 340 Dwellings with 5,640sqm of small business units and allocated reference number 20141955 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</p>
Phase	<p>a Phase of the Development as shown on any Phasing Plan submitted to and approved by the Council</p>
Phasing Plan	<p>a plan submitted to the Council showing the proposed phases of the Development</p>
Plan	<p>the plan attached to this Deed</p>
Site	<p>the land known as land at St Faiths Road, Old Catton, Norwich and registered at H M Land Registry under title numbers NK383937, NK427447 NK407098 and</p>



NK 249914 shown edged red on the Plan

Trigger means the Commencement date and any trigger or threshold in this Deed linked to the taking of specified steps, payment of money, or linked to the prohibition of a specified action

## **2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Council.
- 2.2 It is agreed by the Parties:
- 2.2.1 That there are three planning obligations pursuant to Section 106 of the Act and each planning obligation is set out in a separate Schedule to this Deed
- 2.2.2 That each Schedule to this Deed which sets out how the planning obligation will be performed and sets out the infrastructure or infrastructure project which will be effected will not amount to more than one planning obligation per Schedule for the purposes of Regulation 123 of the Community Infrastructure Levy Regulations 2010, as amended.
- 2.3 Covenants given by more than one party can be enforced against them individually or jointly
- 2.4 A reference to an act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that act, and reference to a gender or person includes all genders or classes of person

2.5 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done

2.6 This Deed is governed by and interpreted in accordance with the law of England

### **3. COVENANTS**

3.1 The Owners covenant with the Council, the City Council and the County Council for themselves and their successors in title to observe and perform the obligations and stipulations contained in in this Deed SAVE THAT the Parish Council will not be responsible for any financial obligations contained within this Deed, with other obligations being limited to those which effect the land it owns.

3.2 The Council, the City Council and the County Council covenant with the Owners to comply with their respective requirements 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 (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 with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site

4.3 This Deed will not bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services

4.4 On completion 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 relevant
- 7.2.1 anticipated Triggers seven days in advance of each anticipated date
  - 7.2.2 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

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

### **FIRST SCHEDULE**

#### **Affordable Housing Obligation**

##### **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 to Design & Quality Standards on the Site as Affordable Housing and "Affordable Dwelling" shall be construed accordingly
"Affordable Housing"	means the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market

<p>“Affordable Housing Mix”</p>	<p>means 75 per cent Affordable Rented Dwellings and 25 per cent Intermediate Housing rounded up to the nearest whole number .The mix of dwelling types for the Affordable Housing being:</p> <p>40%    1 bedroom (2 person) units</p> <p>30%    2 bedroom (4 person) units</p> <p>25%    3 bedroom (6 person) houses</p> <p>5%     4 bedroom (8 person) houses</p> <p>(or as otherwise agreed in writing with the Nominated Officer with all parties acting reasonably)</p>
<p>“Affordable Housing Provision”</p>	<p>the construction and provision of Affordable Dwellings on the Site equating to 33 per cent of the total number of Dwellings (or such other percentage as the Council may agree in its absolute discretion PROVIDED ALWAYS THAT (and for the avoidance of doubt this shall not exceed 33 per cent)) in accordance with the Affordable Housing Mix</p>
<p>“Affordable Housing Scheme”</p>	<p>a scheme securing the Affordable Housing Provision and the Affordable Housing Mix 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;</li> <li>- the identity of the Provider or such details as the</li> </ul>

	<p>Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;</p> <ul style="list-style-type: none"> <li>- the number, location, type and size of Affordable Dwellings to be constructed on the Site;</li> <li>- final details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Rented Housing;</li> <li>- such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme including details of how the Recycling Obligation will be complied with and secured</li> </ul>
"Affordable Rented Dwellings"	Dwellings to be let by a Registered Provider with an appropriate agreement with the Homes & Communities Agency for the charging of affordable rents (being rents that are no more than 80 per cent of local market rents including any service charges as approved by the Council)
"Approved Affordable Housing Scheme"	the Affordable Housing Scheme as approved by the Council including any amendment, revision or substitution approved by the Council in writing



"Design & Quality Standards"	the Design and Quality Standards as specified by the Homes and Communities Agency or its successor or such other construction standards as the Council may specify
"Eligible Household"	a person or persons in need of accommodation who are unable to rent or buy on the open market nominated by the Council in accordance with Part 2 of this Schedule and determined in accordance with the Council's housing allocation policy or as otherwise approved by the Council
"Intermediate Dwellings"	Dwellings for sale at prices below local market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing), shared ownership, shared equity and equity loan products as approved by the Council
"Intermediate Housing"	"Intermediate Rented Dwellings" as agreed by the 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 Council
Open Market Dwelling	a Dwelling that is not an Affordable Dwelling

"Practically Complete"	the point at which a Dwelling has been completed to Design & Quality Standards (if an Affordable Dwelling), is capable of occupation and a certificate of practical completion has been issued.
"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, the Homes and Communities Agency or any other public body or successor body towards the provision of Affordable Housing
"Recycling Obligation"	an obligation to use any monies paid in relation to the acquisition of any share or interest in an Affordable Dwelling by an Eligible Household towards alternative Affordable Housing provision
"Registered Provider"	as defined in the Housing and Regeneration Act 2008
"Rented Housing"	Affordable Rented Dwellings
"Shared Equity Dwellings"	Dwellings purchased on a shared equity basis whereby not more than 75 per cent 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 such other body as the Council may elect). Such payment to be based on the actual market value as at the date of acquisition by the purchaser such a scheme to be secured by a mechanism and in a form agreed with and approved by the Council (or such other body as the Council may elect)
"Shared Ownership Dwellings"	Dwellings purchased on a Shared Ownership Lease
"Shared Ownership Lease"	<p>a lease in a form approved by the Homes and Communities Agency 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"> <li>- 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</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 Council shall reasonably determine)</li> </ul>



1. The Owners hereby covenant with the Council as follows:
  - 1.1 Not to Commence any Phase of the Development until the Affordable Housing Scheme has been submitted to and has been approved by the Council in writing in relation to that Phase.
  - 1.2 Not to construct the Affordable Dwellings otherwise than in accordance with the Approved Affordable Housing Scheme and the timescales set out therein.
  - 1.3 Not to Occupy more than 75% of the Open Market Dwellings within a Phase unless and until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme for that Phase are Practically Complete and have been transferred to the approved Provider in accordance with and subject to the following:
    - 1.3.1 any transfer shall be for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed or to enable (where appropriate) Affordable Rented Dwellings to be let or Intermediate Dwellings to be let or sold at a cost low enough for Eligible Households to afford.
    - 1.3.2 the transfer shall contain terms to secure any conditions and requirements of the Approved Affordable Housing Scheme.
    - 1.3.3 To ensure that up to all of the Affordable Rented Dwellings are let in accordance with the local lettings policy set out in the Part 2 of this Schedule.
  - 1.4 Not to use or allow the Affordable Dwellings to be used for any purpose other than Affordable Housing in accordance with the Approved Affordable Housing Scheme other than:

- 1.4.1 by a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire or any mortgagee or chargee of such person or any person deriving title from such person or any successor thereto and their respective mortgagees and chargees;
- 1.4.2 by an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold interest or by a person who has acquired 100% of a Shared Equity Dwelling or any mortgagee or chargee of such person or any person deriving title from such person or any successor thereto and their respective mortgagees and charges;
- 1.4.3 by any mortgagee of a Shared Ownership Dwelling lawfully exercising any mortgagee protection provisions within the Shared Ownership Lease or any person deriving title from that person or any successor thereto and their respective mortgagees and charges;
- 1.4.4 by a mortgagee exercising its power of sale in respect of any Affordable Dwelling or any receiver or administrator of that mortgagee (Affordable Housing Mortgagee) PROVIDED THAT it has first complied with the following:
  - a) in relation to a mortgagee of Registered Provider owned land, the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008 and provided copies of all notices served and any proposals received together with updates as to progress to the Council
  - b) where no proposals are agreed under a) above or where the provisions do not apply or have lapsed to give the Council the option to purchase the relevant Affordable Dwellings, or nominate another Provider to purchase the relevant Affordable Dwelling or Dwellings exercisable within a period of two calendar months commencing on the date upon which the option is first communicated to the Council in writing ("Mortgagee Notice Period") and if the Council (or its nominated Provider) elects to acquire the relevant Affordable Dwellings to



allow one calendar month following expiry of the Mortgage Notice Period to complete the purchase PROVIDED THAT a mortgagee shall not be required to act in a way which is detrimental to it's security or contrary to the terms of any charge

- c) if, having used best endeavours, the relevant Affordable Dwellings are not transferred in accordance with b) above then the Affordable Housing Mortgagee shall be entitled to dispose of the Affordable Dwellings free of the restrictions set out in this Deed PROVIDED THAT the parties may agree to extend the period for transfer in writing

## **Part 2**

### **Affordable Housing Allocation**

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

- 1 Unless otherwise agreed in writing up to one third of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first occupation in accordance with the local lettings policy set out below:
  - 1.1 first allocations shall be made to people living in the Parish of Old Catton.
  - 1.2 if there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Old Catton; 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 Old Catton 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 Housing Rental Units 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.

### **SECOND SCHEDULE**

#### **Recreation and Open Space Obligation**

In this Schedule the following expressions have the following meanings:

"Approved On-site Open a scheme for the provision of the Open Space Space Scheme" comprising as applicable plans and details of:

- the layout, location and design of the Open Space including details of proposed equipment (including equipped children's play space), landscaping, drainage features, access arrangements, street furniture and fencing;
- the ongoing management and maintenance of the open space until the Open Space is transferred to the Nominated Body to a standard suitable for use by members of the public;

- the identity of the Nominated Body; approved by the Nominated Officer
- and 'the Scheme' shall be construed accordingly

"Management Company"

a company to be set up for the purposes of managing and maintaining the Open Space

"Nominated Body"

one of the following:

- a) the Council;
- b) the Town or Parish Council for the area within which the Site is located;
- c) another body specified by the Nominated Officer;
- d) the Management Company; or
- e) the Owner.

"On-site Open Space"

an area calculated in line with the Council's Development Management DPD policies (EN3 and RL1) comprising of areas of equipped children's space, formal recreational space and informal open space or as otherwise agreed with the Council

"Off-Site Open Space Contribution"

a financial contribution (if any) calculated by the Nominated Officer in accordance with the tables at paragraphs 2.1 and 2.2 subject to the Inflation Provision for the acquisition, layout and maintenance of open space in the parish of Old Catton in accordance with the Development Management DPD Open Spaces Policy

“On-site Open Space Maintenance Contribution” a financial contribution calculated in accordance with the Council’s standard charges at paragraph 2.2 subject to the Inflation Provision to be used for the repair maintenance and management of the On-site Open Space in the event that the Nominated Body is one defined as (a) (b) or (c) under the Approved Open Space Scheme

“Open Space” the Open Space for the Development comprised within the Approved On-Site Open Space Scheme

“Standard Terms”

- a) the Open Space only to be used as public open space;
- b) the consideration to be £1;
- c) the transfer to be of the Unencumbered freehold estate with full title guarantee and with all rights for services and access;
- d) to pay the reasonable legal fees of the transferee; and
- e) vacant possession to be given

“Unencumbered” free from financial charges, adverse rights, easements, restrictions or other encumbrances which would interfere with the use of or result in any additional cost or liability not normally associated with the use of the Play Area and Recreational Space as public open space

1. The Owners covenant with the Council as follows:

- 1.1 Not to Commence or allow Commencement of Development unless and until the extent of the On-Site Open Space Unencumbered has been



agreed with the Council in line with the Council's policies and the Approved On-site Open Space Scheme has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld) on each phase of the Development.

- 1.2 Not to Occupy more than 35% of the Dwellings until the on-site Open Space scheme has been laid out in accordance with the Approved Scheme and is available for use by the public on each phase of the Development. Not to Occupy more than 50% of the Dwellings on the Site until the On-site Open Space has been transferred to the Nominated Body (if appropriate) in accordance with the Approved On-site Open Space Scheme on the Standard Terms and the On-site Open Space Maintenance Contribution (if any) has been paid to the Nominated Body.
- 1.3 To maintain and manage the Open Space to the satisfaction of the Nominated Officer and in accordance with the Approved Open Space Scheme until the On-site Open Space has been transferred to the Nominated Body in accordance with paragraph 1.2 above.
- 1.4 Not to Occupy or allow Occupation of more than 10 of the Dwellings unless and until the Off-Site Open Space Contribution (if any) has been paid to the Council.

## 2. Open Space Contributions Table

### 2.1 Provision:

Type of Open Space	Financial contribution				
	1 bed	2 bed	3 bed	4 bed	5 bed +
Formal Recreation					
• Children's play space	83.74	111.66	139.57	167.49	195.40
• Formal Recreation (Sport)	288.54	384.72	480.90	577.08	673.26

Green Infrastructure	426.97	569.30	711.62	853.95	996.27
Allotments	14.50	19.34	24.17	29.01	33.84
The above costs are derived from NORSE contract costs, newly installed play areas in Broadland and Sport England facility costs					

## 2.2 Maintenance

Type of Open Space	Financial contribution				
	1 bed	2 bed	3 bed	4 bed	5 bed +
Formal Recreation					
• Children's play space	14.58	19.44	24.30	29.16	34.02
• Formal Recreation (Sport)	302.90	403.87	504.84	605.80	706.77
Green Infrastructure	268.05	357.40	446.75	536.10	625.45
The above costs are derived from NORSE contract costs and Sport England life cycle costings					

## THIRD SCHEDULE

1. The Council and the City Council covenant with the Owners as follows:

1.1 To use any sums paid to it under this Deed for the purpose for which they were paid.

- 1.2 Any balance of the sums paid to the Council that are outstanding and not committed for payment 5 years from the date of payment must be repaid to the person who made the payment

#### **FOURTH SCHEDULE**

##### **Travel Plans Obligation**

In this Schedule the following expressions have the following meanings:

<b>Commercial Development</b>	means 5,640sqm of small business units in line with the Permission
<b>Employment Travel Plan</b>	the travel plan or plans prepared in accordance with the targets and measures relating to those parts of the Site containing employment and Commercial Development produced by the County Council in relation to each Phase or Sub-Phase of the Development and "Employment Travel Plans" shall be construed accordingly
<b>Employment Sum</b>	the sum of £125 per employee capable of being accommodated within the Commercial Development contained within the relevant Phase or sub-Phase and intended to be covered by the each Employment Travel Plan



<b>Employment Appraisal Sum</b>	the sum of £500 per annum until 5 years past final Occupation
<b>Residential Travel Plan</b>	the travel plan or plans prepared in accordance with the targets and measures relating to those parts of the Site containing residential development produced by the County Council in relation to each Phase or sub-Phase of the Development and "Residential Travel Plans" shall be construed accordingly
<b>Residential Sum</b>	the sum of £500 per Dwelling contained within the relevant Phase or sub-Phase intended to be covered by the each Residential Travel Plan
<b>Residential Appraisal Sum</b>	the sum of £500 per annum until 2 years past the final Occupation

## **TRAVEL PLANS**

### **1.1 Employment Travel Plan**

To pay the Employment Sum and the Employment Appraisal Sum to the County Council prior to first Occupation of any Commercial Development in order for the County Council to produce, approve and monitor an Employment Travel Plan

### **1.2 Residential Travel Plans**

Not to Occupy or allow Occupation of more than 10 of the Dwellings unless and until the Residential Sum and the Residential Appraisal Sum have been paid to the County Council in order for the County Council to produce, approve and monitor a Residential Travel Plan

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

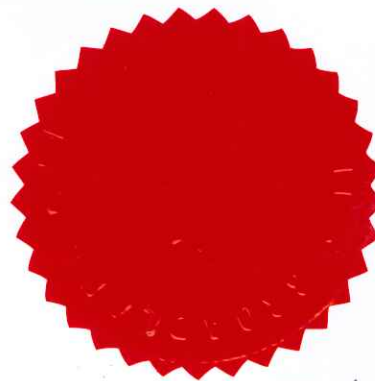
### **2.1 Employment Travel Plans**

where the Owners have paid the Employment Sum and Employment Appraisal Sum in accordance with paragraph 1.1 of this Fourth Schedule the County Council covenants with the Owners to hold the Employment Sum and Employment Appraisal Sum in an interest bearing account and to apply it and any interest accrued upon it only to the provision, implementation and monitoring of an Employment Travel Plan for which it was paid.

### **2.2 Residential Travel Plans**

where the Owners have paid the Residential Sum and Residential Appraisal Sum in accordance with paragraph 1.2 of this Fourth Schedule the County Council covenants with the Owners to hold the Residential Sum and Residential Appraisal Sum in an interest bearing account and to apply it and any interest accrued upon it only to the provision, implementation and monitoring of a Residential Travel Plan for which it was paid

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



Authorised Signatory:

*M. Muel*

7546

Head of Democratic Services and  
Monitoring Officer

Executed as a Deed by affixing the )  
CORPORATE SEAL of THE CITY )  
COUNCIL OF NORWICH in the )  
presence of: )



*A. R. H.*

Authorised Officer

EXECUTED as a DEED by  
RICHARD THOMAS POINTER  
in the presence of:

*R. T. Pointer*

[Signature of Witness]

[Name of Witness [in block capitals]]

[Address of Witness]

[Occupation of Witness]

*[Signature]*

MR BEES

AUGUST FARM

HEVENINGHAM

NORWICH NR10 5NL

Farm Worker



EXECUTED as a DEED by )

SALLY ANNE POINTER )


in the presence of: )

[Signature of Witness]

[Name of Witness [in block capitals]]

[Address of Witness]

[Occupation of Witness]

  
MR B ELLIS  
AUGUST FARM  
HEVENINGHAM  
NORWICH NR10 5NL  
farm worker

EXECUTED as a DEED by )

ANNE ELIZABETH BURROWS )

in the presence of: )

[Signature of Witness]

[Name of Witness [in block capitals]]

[Address of Witness]

[Occupation of Witness]

  
MR B ELLIS  
AUGUST FARM  
HEVENINGHAM  
NORWICH NR10 5NL  
farm worker

EXECUTED as a DEED by )

PETER DAVID WARD as attorney for )

ALBERT JACK WARD under a power )

of attorney in the presence of: )

[Signature of Witness]

[Name of Witness [in block capitals]]

[Address of Witness]

[Occupation of Witness]

  
A.R. Daynes.  
ANDREW ROBERT DAYNES  
3 HALL LANE CROSTWICK  
NORWICH NORFOLK NR12 7BB  
FARM WORKER.

EXECUTED as a DEED by  
OLD CATTON PARISH COUNCIL  
in the presence of:

)  
)  
)



Chairman

Daversfield.


Clerk

[Signature of Witness]

[Name of Witness [in block capitals]]

[Address of Witness]

[Occupation of Witness]

  
SARAH VINCENT  
235 WOXHAM RD  
NORWICH NR7 2AQ  
Deputy Clerk

THE COMMON SEAL of NORFOLK COUNTY COUNCIL)

was hereunto affixed in the presence of: )

Authorised Signatory



authorised to sign  
on behalf of HEAD OF LAW

4/422



DATED Nov 14<sup>th</sup>

1996

A J WARD ESQ

- to -

P D WARD ESQ

- and -

MRS S M FORD

**ENDURING POWER OF ATTORNEY**

**EVERSHEDS**  
Solicitors  
Norwich  
(PC1/IRC/CMS)



OFFICE OF THE  
PUBLIC GUARDIAN

24 AUG 2011

REGISTERED

**PART A: ABOUT USING THIS DEED**

1. **You may choose one attorney or more than one.** If you choose one attorney then you must delete everything between the square brackets on the first page of the form. If you choose more than one, you must decide whether they are able to act:  
\* Jointly (that is, they must all act together and cannot act separately) or  
\* Jointly and severally (that is, they can all act together but they can also act separately if they wish)  
On the first page of the form, show what you have decided by crossing out one of the alternatives.
2. **If you give your attorney(s) general power** in relation to all your property and affairs, it means that they will be able to deal with your money or property and may be able to sell your house.
3. **If you don't want your attorney(s) to have such wide powers,** you can include any restrictions you like. For example, you can include a restriction that your attorney(s) must not act on your behalf until they have reason to believe that you are becoming mentally incapable; or a restriction as to what your attorney(s) may do. Any restrictions you choose must be written or typed where indicated on the second page of the form.
4. **If you are a trustee** (and please remember that co-ownership of a home involves trusteeship), you should seek legal advice if you want your attorney(s) to act as a trustee on your behalf.
5. **Unless you put in a restriction preventing** it your attorney(s) will be able to use any of your money or property to make any provision which you yourself might be expected to make for their own needs or the needs of other people. Your attorney(s) will also be able to use your money to make gifts, but only for reasonable amounts in relation to the value of your money and property.
6. **Your attorney(s) can recover the out-of-pocket expenses** of acting as your attorney(s). If your attorney(s) are professional people, for example solicitors or accountants, they may be able to charge for their professional services as well. You may wish to provide expressly for remuneration of your attorney(s) (although if they are trustees they may not be allowed to accept it).
7. **If your attorney(s) have reason to believe** that you have become or are becoming mentally incapable of managing your affairs, your attorney(s) will have to apply to the Court of Protection for registration of this power.
8. **Before applying to the Court of Protection** for registration of this power, your attorney(s) must give written notice that that is what they are going to do, to you and your nearest relatives as defined in the Enduring Powers of Attorney Act 1985. You or your relatives will be able to object if you or they disagree with registration.
9. **This is a simplified explanation** of what the Enduring Powers of Attorney Act 1985 and the Rules and Regulations say. If you need more guidance, you or your advisers will need to look at the Act itself and the Rules and Regulations. The Rules are the Court of Protection (Enduring Powers of Attorney) Rules 1994 (Statutory Instrument 1994 No. 3047). The Regulations are the Enduring Powers of Attorney (Prescribed Form) Regulations 1990 (Statutory Instrument 1990 No. 1376).
10. **Note to Attorney(s)**  
After the power has been registered you should notify the Court of Protection if the donor dies or recovers.
11. **Note to Donor**  
Some of these explanatory notes may not apply to the form you are using if it has already been adapted to suit your particular requirements.

**YOU CAN CANCEL THIS POWER AT ANY TIME  
BEFORE IT HAS TO BE REGISTERED**

**PART B: TO BE COMPLETED BY THE 'DONOR' (the person appointing the attorneys)**

**Do not sign this Deed unless you understand what it means**

**Please read the notes in the margin  
(Do not write in the margin)**

**Donor's name and address**

I ALBERT JACK WARD  
of 205 North Walsham Road Spixworth  
Norfolk

**Donor's date of birth**

born on 3 December 1921

**Attorneys names and addresses. See note 1 at the front of this Deed**

appoint PETER DAVID WARD  
of Silver Birches Buxton Road  
Spixworth Norwich  
and SHEILA MARY FORD  
of No 1 Princess Anne Terrace  
Leamon Grove Loddon Norfolk

jointly & severally

to be my attorneys for the purpose of the  
Enduring Powers of Attorney Act 1985 with  
general authority to act on my behalf in  
relation to all my property and affairs

**If you don't want the attorneys to have general power, you must give details here of what authority you are giving the attorneys**

I intend that this power shall continue  
even if I become mentally incapable

I have read or have had read to me the  
notes in Part A which are part of, and  
explain, this Deed

**Your signature  
(or mark)**

Signed by me ALBERT JACK WARD  
as a Deed  
and Delivered

*A. Ward*

**Date**

on Nov 14<sup>th</sup> 1996

**Someone must witness your signature**

**Signature of witness**

In the presence of

**Your attorneys cannot be your witness. It is not advisable for your husband or wife to be your witness**

Full name of witness

Address of witness

*J. L. Lovett*  
James Clifford Edwin Lovett  
2 Adlens Avenue  
Sprowston  
Norwich  
NR7 8EP



**PART C: TO BE COMPLETED BY THE ATTORNEYS**  
**Please read the notes in the margin**

**Don't sign this Deed before the donor has signed Part B or if, in your opinion, the donor was already incapable at the time of signing Part B**

I understand that I have a duty to apply to the Court for the registration of this Deed under the Enduring Power of Attorney Act 1985 when the donor is becoming or has become mentally incapable

I also understand my limited power to use the donor's property to benefit persons other than the donor

I am not a minor

**Signature (or mark) of attorney**

Signed by me PETER DAVID WARD  
as a Deed  
and Delivered



**Date**

on Nov 14<sup>th</sup>

1996

**Signature of witness**

In the presence of



**The attorney must sign the Deed and the signature must be witnessed. The donor may not be the witness and one attorney may not witness the signature of the other**

Full name of witness SHIRLEY ROSALIND SIMPSON

Address of witness

80 WROXHAM RD  
SPROWSTON  
NORWICH  
NR7 8EX

**Don't sign this Deed before the donor has signed Part B or if, in your opinion, the donor was already incapable at the time of signing Part B**

I understand that I have a duty to apply to the Court for the registration of this Deed under the Enduring Power of Attorney Act 1985 when the donor is becoming or has become mentally incapable

I also understand my limited power to use the donor's property to benefit persons other than the donor

I am not a minor

**Signature (or mark) of attorney**

Signed by me SHEILA MARY FORD  
as a Deed  
and Delivered



**Date**

on Nov. 14<sup>th</sup>

1996

**Signature of witness**

In the presence of



**The attorney must sign the Deed and the signature must be witnessed. The donor may not be the witness and one attorney may not witness the signature of the other**

Full name of witness EDWARD THOMAS CRISP

Address of witness

11 LEYAN GROVE  
LODDON  
NORWICH  
NORFOLK  
NR14 6LH