

DATED 31st January

2019

BROADLAND DISTRICT COUNCIL

-and-

NORFOLK COUNTY COUNCIL

-and-

JOHN ALFRED CASTON

-and-

RICHARD JOHN GREEN

-and-

ANDREW MICHAEL CASTON

-and-

MICHAEL GEORGE CASTON

DEED OF PLANNING OBLIGATION

UNDER SECTION 106

OF

THE TOWN AND COUNTRY PLANNING ACT 1990

relating to land on the south of Green Lane East Rackheath Norfolk

THIS DEED is dated

31st January

2019

PARTIES:

- (1) **BROADLAND DISTRICT COUNCIL** of Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, NR7 0DU (referred to as "the Council")
- (2) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DU (referred to as "the County Council") and;
- (3) **JOHN ALFRED CASTON** of Notre Patrie, 65 The Street, Brundall, Norwich, NR13 5LZ; **RICHARD JOHN GREEN** of 62 Laundry Lane, Norwich NR7 0XQ; **ANDREW MICHAEL CASTON** of Avenue Farm, Hardley, Norwich, NR14 6BZ; and **MICHAEL GEORGE CASTON** of Avenue Lodge, Hardley, Norwich, NR14 6BZ (the "Owners").

together referred to as 'the Parties'

INTRODUCTION

The Council is a local planning authority for the area within which the Site is located.

1. The County Council is a local planning authority and the local highway authority for the County Council of Norfolk
2. The Owners are the freehold owners of the Site which is registered at the Land Registry under title number NK439121
3. With the full knowledge and consent of the Owners the Agent, Richard Green, has applied for the Permission and the Council has resolved to grant the Permission provided the Parties enter into this Deed.

1 DEFINITIONS

- 1.1 In this Deed the following expressions have the following meanings:

"Act"	the Town and Country Planning Act 1990 (as amended)
"Commencement"	a material operation as defined in Section 56(4) of the Act is first carried out (for the purposes of this Deed and for no other purpose), except operations consisting of site clearance demolition work archaeological investigations ground surveys removal of contamination erection of temporary fences and "Commence" and "Commenced" will be construed accordingly
"Development"	the development of the Site in accordance with the Permission
"Dwelling"	any dwelling (including a house bungalow flat or maisonette) 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
"Open Space 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 a payment of the Open Space contribution is made pursuant to this Agreement (or if such index ceases to be published such other index as the Council shall reasonably determine)

"Occupation"	the 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 occupation in relation to security operations and "Occupy" and "Occupied" will be construed accordingly
"Permission"	the outline planning permission to be granted by the Council for a residential development, allocated reference number 20160395 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 at the First Schedule
"Site"	the land known as the land on the south of Green Lane East Rackheath Norfolk shown edged red on the Plan for identification purposes only
"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 and the County Council
- 2.2 Covenants given by more than one party can be enforced against them individually or jointly unless there is an express provision otherwise
- 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 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.6 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done
- 2.7 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England
- 2.8 The headings are for reference only and shall not affect construction

3 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 5.4, 5.7, 6 and 9 which shall come into effect immediately upon completion of this Deed

4 COVENANTS

- 4.1 The Owners covenant with the Council and the County Council for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed
- 4.2 The Council and the County Council covenant with the Owners to comply with its obligations contained in this Deed

5 OTHER PROVISIONS

- 5.1 No person will be liable for any breach of this Deed if they no longer have an interest in all or part of the Site (save for any subsisting breach occurred prior to disposal of their interest in all or part of the site (as appropriate)).
- 5.2 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
- 5.3 This Deed will not bind anyone who acquires an interest in part of the Site for the purpose of the supply of utility services or statutory undertakers
- 5.4 On completion the Owners will pay the Council's and the County Council's reasonable legal costs in connection with this Deed

- 5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 5.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions
- 5.7 No waiver, express or implied, by the Council or County Council constitutes a continuing waiver nor prevents the Council or the County Council from enforcing any of the provisions in this Deed
- 5.8 This Deed shall be registrable as a local land charge by the Council
- 5.9 Where the agreement approval consent or expression of satisfaction is required by the Owners from the Council or the County Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 5.10 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 5.11 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 5.12 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed
- 5.13 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council

or County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority

6 DISPUTES

- 6.1 If any dispute is not resolved between the Parties, any of the Parties may refer it for determination by an expert ("the Expert"). 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 in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares
- 6.2 Any Expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation
- 6.3 The Expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days
- 6.4 Nothing in this Clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings

7 INTEREST AND VAT

- 7.1 If any payment due to the Council or the County Council is paid late interest will be added from the date payment is due to the date of

payment at the rate of 4% above the base lending rate of the Bank of England from time to time

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

8 NOTIFICATIONS

- 8.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed unless written notification of another address has been received and for the purposes of this clause 8.1 the Owners hereby give notice that its address for service is:

Hatch Brenner LLP, 4 Theatre Street, Norwich, NR2 1QY
(Ref: CJC.C2968-4).

- 8.2 The Owners will notify the Nominated Officer and the County Council in writing of the Triggers within 14 working days thereof
- 8.3 If the Owners dispose of their interest in all or part of the Site he will notify the Nominated Officer and the County Council within 14 working days of the name and address of the new owner and sufficient details to identify the Site or part of the Site

9 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE ONE

PLAN

The Plan attached to this Deed for the land known as land on the south of Green Lane East Rackheath Norfolk shown edged red on the Plan for identification purposes only



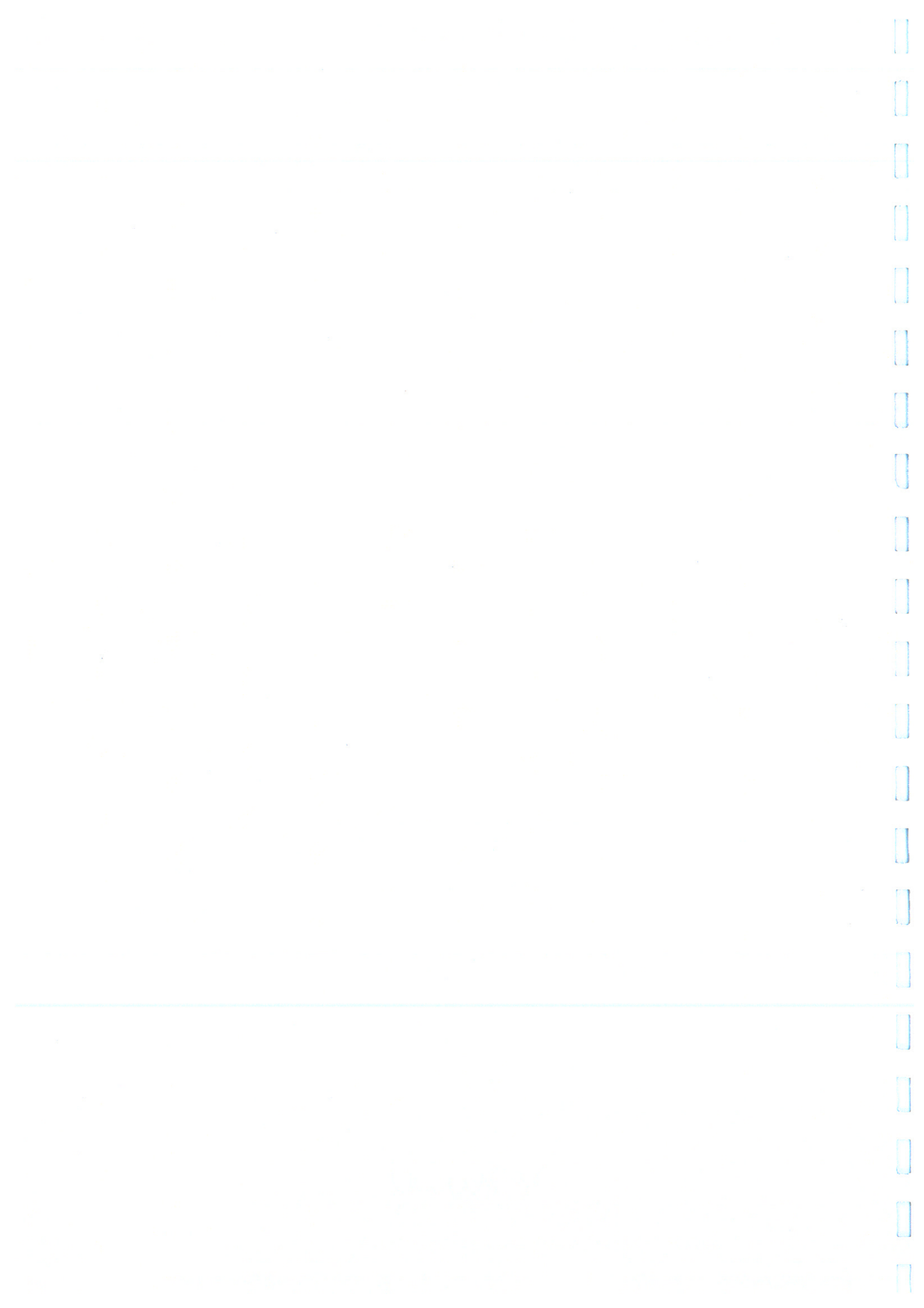
**BROADLAND
DISTRICT COUNCIL**
25 Jul 2018
20160395

[illegible]

Head of Democratic Services and
Monitoring Officer

MARTIN THROWER

7916



SCHEDULE TWO

AFFORDABLE HOUSING

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

"Affordable Dwellings"	The Dwellings to be constructed on the Site to a standard agreed with the Council and 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 Difference"	The amount (if any) by which the Sale Price exceeds the Base Price such amount being up to the Maximum Sum
"Affordable Housing Mix"	The tenure types of the Affordable Housing being 41% Intermediate Housing and 59% Rented Housing (or as otherwise agreed by the Council in its absolute discretion)
"Affordable Housing Payment"	50% (fifty percent) of the Affordable Housing Difference
"Affordable Housing Provision"	The construction and provision of Affordable Dwellings on the Site equating to at least 20% 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 Scheme
"Affordable Housing	A scheme for the construction of the Affordable

Scheme”

Dwellings in line with Affordable Housing Provision and specifying:

- the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;
- the number types location and size of the Affordable Housing to be constructed on the Site;
- full details of the Affordable Housing Mix (such proposal to reflect the Council's up to date strategic housing market assessment and specific local needs as determined and agreed by the Council) including the types of Intermediate Housing and Rented Housing;
- the identity of the Provider (or such details as the Council requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity; and
- such other information and reasonable requirements as the Council may require to enable approval of the Affordable Housing Scheme including details of how the Recycling Obligation will be complied with and secured and including the Phases Affordable Housing Mix and unit sizes set out in the Appendix to this Schedule on the assumption the Permission provides for 126 Dwellings and reduced proportionality in the event that the number Dwellings permitted by the Permission is less (or as otherwise agreed by the Council in writing subject to any necessary revised viability assessment as may be reasonably required)

“Affordable Rented

Dwellings to be let by a Registered Provider with an

Dwellings"	appropriate agreement with Homes England for the provision of affordable rents being controls that limit the rent to no more than 80% of local market rents including any service charges (which shall not exceed the local housing allowance for that area) or as otherwise agreed with the Council in writing and nominated by the Council in accordance with Part 2 of this Schedule
"Approved Affordable Housing Scheme"	The Affordable Housing Scheme approved by the Council in accordance with 1.1 of this Schedule including any amendment revision or substitution approved by the Council in writing
"Base Price"	£38,564,841 (thirty eight million five hundred and sixty four thousand eight hundred and forty one pounds) increased in line with the Inflation Provision (detailed within this schedule) over the period from the date of this Agreement to the date on which the Affordable Housing Payment becomes due
"Calculation Date"	The date of Disposal of the Calculation Dwelling
"Calculation Dwelling"	Such Dwelling the Disposal of which will occasion the Disposal of 90% of the Dwellings
"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
"Disposal"	The unconditional and completed sale of a freehold

interest or a leasehold interest in a Dwelling

"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

"Homes England"

Homes England or its successor body or other appropriate body as the Council may nominate

Inflation Provision

The increase (if any) in the Royal Institution of Chartered Surveyors Build Cost Information Service All in tender price Index. Between the date of this document and the date upon which a payment of the Affordable Housing Payment is made pursuant to this Agreement (or if such Index ceases to be published such other index as the Council shall reasonably determine)

"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 product as approved by the Council

"Intermediate Housing"

one or more of Intermediate Dwellings as Shared Equity Dwellings or Shared Ownership Dwellings as agreed by the Council

<p>“Intermediate Rented Dwellings”</p>	<p>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</p>
<p>“Maximum Sum”</p>	<p>£2,176,000 (two million one hundred and seventy six thousand pounds) increased in line with the Inflation Provision</p>
<p>“Open Market Dwelling”</p>	<p>Any Dwelling constructed as part of the Development which is not an Affordable Dwelling</p>
<p>“Phase”</p>	<p>Means a development phase of the Development as set out in the plan attached at the Appendix or where the plan at the Appendix does not correspond with the Permission such other phasing plan as may be agreed as part of the Approved Affordable Housing Scheme</p>
<p>“Provider”</p>	<p>Means either:</p> <ul style="list-style-type: none"> (i) a “Registered Provider”; or (ii) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council
<p>“Public Subsidy”</p>	<p>Funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing</p>
<p>“Recycling Obligation”</p>	<p>an obligation to use the net proceeds from the acquisition of any share or interest in an Affordable</p>

	Dwelling by an Eligible Household towards alternative Affordable Housing provision
"Registered Provider"	As defined in the Housing and Regeneration Act 2008
"Rented Housing"	One or more of Affordable Rented Dwellings, Intermediate Rented Dwellings and Social Rented Dwellings as agreed by the Council
"Sale Price"	<p>The net amount of all sales revenue received by the Owner generated from the first Disposals of Dwellings only after taking into account and deducting therefrom:</p> <ul style="list-style-type: none"> (a) the amount of any deposition paid by the Owner, arrangement allowance, cast back or other sales incentive agreement on such first Disposals and evident from the contracts of sale relating to the; (b) all money received by way of extra items such as carpets, curtains, soft furnishings and white goods provided that in the case of Disposals which shall take place on a part exchange basis there shall be deducted from the sale price of the Relevant Dwelling as shown on the contract for sale relating to it an addition amount equivalent to 5% of such sale price in order to cover the costs incurred in selling such a part exchange property
"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 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
Dwellings"

Dwellings purchased on a Shared Ownership Lease

"Shared Ownership
Lease"

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:

- 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
- rent at an annual level 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 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 Homes England

"Social Rented Dwellings"

Dwellings owned or managed by a Provider let at rents not exceeding the Target Rent

"Target Rents"

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

- 1 The Owners hereby covenants with the Council as follows:
 - 1.1 Not to Commence or allow Commencement of the Development until the Affordable Housing Scheme has been submitted to and has been approved by the Council in writing
 - 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 or allow Occupation of the first Open Market Dwelling unless and 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 this obligation shall not apply
 - 1.4 Not to offer for sale any Intermediate Dwelling (other than a Shared Ownership Dwelling) without the prior written consent of the Council to the maximum selling price of those Intermediate Dwellings
 - 1.5 Not to occupy or allow occupation of more than 50% of the Open Market Dwellings within each Phase until all of the Affordable Dwellings to be provided under the Approved Affordable Housing Scheme within that Phase are 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:
 - 1.5.1 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

1.5.2 free from all financial charges adverse rights restrictions or other encumbrances which could interfere with the use of the Affordable Dwellings as Affordable Housing

1.5.3 with the benefit of all necessary easements rights and utilities; and

1.5.4 any other terms to secure any conditions and requirements of the Approved Affordable Housing Scheme including where specifically requested by the Council, the registration of a restriction to secure compliance with the Recycling Obligation

1.5 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 PROVIDED THAT the obligations contained in this Schedule (and for the avoidance of doubt including the Recycling Obligation) 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 or a voluntary right to buy scheme under the Housing and Planning Act 2016;

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 or any administrator howsoever appointed) including a housing administrator (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 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

1.5.4 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)

1.6 Within 14 days of the Calculation Date ("the Payment Date") to pay to the Council the Affordable Housing Payment unless agreed in writing with the Council that the Affordable Housing Payment is nil.

1.7 To notify the Council within seven days of the Disposal of the Calculation Dwelling

1.8 Not to allow further Disposals of the Dwellings after the Payment Date until and unless:

1.8.1 the Affordable Housing Payment has been paid to the Council in accordance with clause 1.6 or

1.8.2 in the event of a dispute as to the Affordable Housing Payment the matter has been referred to the Expert in accordance with clause 6 of this Agreement

- 1.9 To keep full and accurate records of the Sale Price of each Dwelling and to supply to the Council copies of such records as the Council may reasonably require for the purposes of verifying the Sale Price of each Dwelling.

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 Council shall reasonably require) of the Affordable Rented Dwellings (as chosen by the Council) shall be let on first occupation in accordance with the local lettings policy set out below:
 - 1.1 First allocations shall be made to people living in the Parish of Rackheath.
 - 1.2 If there is no suitable person in paragraph 1.1 allocations will be made to people who work in the Parish of Rackheath; and
 - 1.3 If there are no suitable persons in paragraphs 1.1 and 1.2 allocations will be made to people who need to move to the Parish of Rackheath to give/receive support to/from close family.
 - 1.4 If there are no suitable persons in paragraph 1.1 and 1.2 and 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.
- 2 Administrative Procedure for Nominations
 - 2.1 To grant to the Council nomination rights to 100% of the Affordable Rental 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 Owner shall agree between them.

Schedule 2 Appendix

Phase 1:

Affordable Rented Dwellings

3 nr 2 bed 4 person houses @77m²

1 nr 3 bed 5 person wheelchair accessible bungalow @ 84m²

Shared Ownership Dwellings

2 nr 2 bed houses – 789 house type (73m²)

Phase 2:

Affordable Rented Dwellings

1 nr 1 bed 2 person wheelchair accessible bungalow @ 48m²

1 nr 2 bed 4 person wheelchair accessible bungalow @ 70m²

Shared Ownership Dwellings

2 nr 2 bed houses – 789 house type (73m²)

5 nr 3 bed houses – 897 house type (83m²)

Phase 3:

Affordable Rented Dwellings

8 nr 1 bed 2 person flats @ 50m²

1 nr 2 bed 4 person house @77m²

3 nr 3 bed 6 person houses @93m²

Shared Ownership Dwellings

1 nr 2 bed house – 789 house type (73m²)

2 nr 3 bed houses – 897 houses type (83m²)

1 nr 4 bed house – house type tbc (103m²)

SCHEDULE THREE

OPEN SPACE

In this Schedule the following expressions have the following meanings:

“Approved Open
Space Scheme”

The Open Space Scheme as approved by the Nominated Officer including any amendment or revision agreed in writing by the Nominated Officer

“Open
Space Scheme”

A scheme for the provision of Open Space calculated in accordance with Part 2 of this Schedule (unless the Nominated Officer agrees in writing an Off-Site Open Space Contribution in lieu of part or all of the Open Space in which case such lower amount as the Nominated Officer agrees) and containing:

- a) The extent, layout, location and design of the Open Space(s) including details of any play equipment, sports pitches, allotments, amenity open space, drainage features, access arrangements, green infrastructure, street furniture and fencing
- b) 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.

Such scheme to be in accordance with the Council's up to date policies for the

Health & Safety:

See Specific hazards detailed on all drawings.

Note:
This drawing is a preliminary design and should not be used for construction or other purposes without the written consent of the author.

Q	19.02.18	AC	DO
P	15.02.18	AC	DO
O	24.09.17	AC	MT
N	13.08.17	AC	MT
M	16.08.17	PS	DB
K	13.07.17	PS	DB
J	13.07.17	PS	DB
I	22.06.17	PS	DB
H	19.06.17	PS	DB
G	13.06.17	PS	DB
F	08.06.17	PS	DB
E	23.05.17	AC	DB
D	22.05.17	AC	DB
C	19.05.17	AC	DB
B	28.03.17	PS	MT
A	24.03.17	PS	MT

Richard Pike Associates
Architects and Planning Consultants

10150-003Q
www.richardpike.co.uk



Project Details

Land South of
Green Lane East
Rackheath
Client: Lovells

Drawing

Development Plan
Option 3

Date

March 2017

Scale

1/1000 @A1

Drawn By

10150-003Q

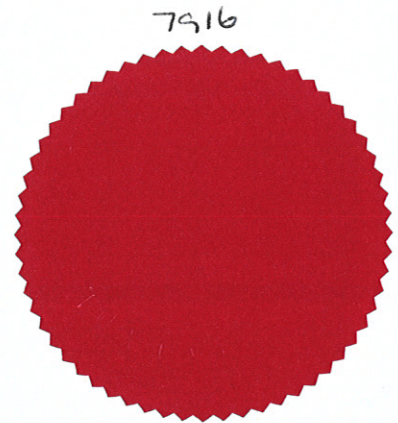
Checked By

LA

Name



M. Throver
Head of Democratic Services and
Monitoring Officer
MARTIN THROVER



provision of recreational facilities, open space and green infrastructure

"Management Company"	A company to be set up for the purposes of managing and maintaining the Open Space
"Nominated Body"	One of the following: <ul style="list-style-type: none">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; ore) the Owner.
"Off-Site Open Space Contribution"	A financial contribution in lieu of any deficiency in the amount or type of Open Space provided within the Site compared to that required in accordance with the Council's current planning policies to be used for the acquisition or improvement, layout and maintenance of Open Space serving the Development in the Parish of Rackheath calculated in accordance with Part 2 of this Schedule and increased in line with the Open Space Inflation Provision
"Open Space"	an area of land to be agreed by the Council laid out and set aside for use as public open space and green infrastructure in accordance with the Council's up to date planning policies (EN1 biodiversity & habitats, EN3 green infrastructure & RL1 provision of formal recreation space of the Development Planning Document or such

replacement policies or documents as the Council may specify)

“Open Space
Maintenance
Contribution”

A financial contribution towards the repair and maintenance of the Open Space calculated in accordance with Part 2 of this Schedule increased in line with the Open Space Inflation Provision

“Open Space
Proposals”

Details of the proposed extent of the On-Site Open Space and, where there is no proposed On-Site Open Space or a deficiency in the amount of On-Site Open Space the amount of the Off-Site Open Space Contribution, and the Open Space Maintenance Contribution

“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 subject to the matters contained or reformed to within the documents on title set out in the ninth schedule 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

The Owner hereby covenants with the Council as follows:

1. Not to Commence the Development until the Open Space Proposals have been submitted to and approved by the Nominated Officer.
2. To pay the Open Space Maintenance Contribution approved under the Open Space Proposals prior to Occupation of 80% of the Dwellings
3. Where the approved Open Space Proposals require Open Space to be provided within the Site, the following obligations shall apply:
 - 3.1 Not to Commence the Development until the Open Space Scheme has been submitted to and approved by the Nominated Officer
 - 3.2 Not to Occupy more than 70% of the Dwellings until the Open Space (with the exception of the large open space to the south east corner of the site which shall be laid out within 2 months of completion of the final dwelling) has been laid out in accordance with the Approved Open Space Scheme and is available for use by the public.
 - 3.3 Within 2 months of completion of the final Dwelling to transfer to the Nominated Body in accordance with the Approved Open Space Scheme on the Standard Terms and pay the Open Space Maintenance Contribution to the Council.
 - 3.4 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 Open Space has been transferred to the Nominated Body in accordance with paragraph 3.3 above.
4. Where the approved Open Space Proposals require an Off-Site Open Space Contribution, the following obligations shall apply:

- 4.1 Not to Occupy or allow Occupation more than 40% of the Dwellings unless and until the Off-Site Open Space Contribution has been paid to the Council.

Part 2

COST PER DWELLING FOR PROVISION AND MAINTENANCE OF OPEN SPACE

Purchase of Off Site Open Space

Land purchase					
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

Equipping					
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

Maintenance				
Property	Sports	Play	Green infrastructure	Total
1 bed	£303	£30	£253	£586
2 bed	£404	£41	£338	£783
3 bed	£504	£51	£422	£977
4 bed	£605	£61	£506	£1,172
5+ bed	£707	£72	£591	£1,370

Open Space requirement per dwelling size

In accordance with the Council's policy the occupancy rates set out below will give rise to the following requirement for play, sport, allotments and green infrastructure

Provision				
Number of bedrooms	Children's play spaces m2	Sports facilities m2	Allotments m2	Green Infrastructure m2
1	5.1	25.2	2.4	60
2	6.8	33.6	3.2	80
3	8.5	42.0	4	100
4	10.2	50.4	4.8	120
5+	11.9	58.8	5.6	140

Part 3

COUNCIL COVENANTS

The Council covenants with the Owners as follows:

- 1.1 The Council hereby covenants with the Owners that where an Off-Site Open Space Contribution is paid it will deposit it into an interest bearing account and will apply the capital and any interest accrued wholly and exclusively towards the provision and maintenance of Open Space serving the Development.

- 1.2 In the event that any part of the Off-Site Open Space Contribution has 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 payer together with any interest accrued. 1.3 Upon receipt of a written request the Council covenants with the Owners to notify them of the Nominated Body within 14 days.

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:


Head of Democratic Services and
Monitoring Officer

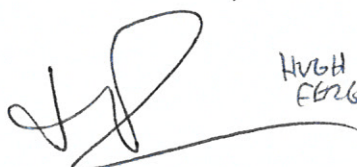
MARTIN THROWER

THE COMMON SEAL OF
NORFOLK COUNTY COUNCIL
was affixed in the presence of:

)
)
)





Authorised Signatory:


HUGH
FERGUSON

Authorised to sign on behalf of Chief Legal Officer

43361

Signed as a DEED by
JOHN ALFRED CASTON
was in the presence of:

)  

Signature 

Witness SUE GEE

C/O 4 THRAKE STREET
NORWICH, NR2 1QY
LEGAL SECRETARY

Signed as a DEED by
RICHARD JOHN GREEN
was in the presence of:

) R. J. Green

Signature 

Witness CHRISTOPHER CUBITT
4 THEATRE STREET
NORWICH
SOLICITOR

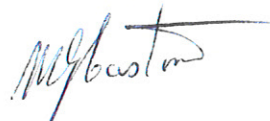
Signed as a DEED by
ANDREW MICHAEL CASTON
was in the presence of:

) 

Signature 

Witness SUE GEE
C/O 4 THEATRE STREET
NORWICH, NR2 1QY.
LEGAL SECRETARY.

Signed as a DEED by
MICHAEL GEORGE CASTON
was in the presence of:

) 

Signature 

Witness SUE GEE
C/O 4 THEATRE STREET
NORWICH, NR2 1QY.
LEGAL SECRETARY.