

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

THIS DEED OF AGREEMENT ("this Deed") is made the 1 day of November 2016

BETWEEN:

- (1) **SOUTH NORFOLK DISTRICT COUNCIL** of South Norfolk House Cygnet Court Long Stratton Norfolk NR15 2XE ("the Council"); and
- (2) **NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane Norwich Norfolk NR1 2DH ("the County Council"); and
- (3) **ALBERT JAMES PAPWORTH** of Lodge Farm, Church Road, Felmingham, North Walsham, NR28 0LL and care of Birketts LLP (Ref NGS), Kingfisher House, 1 Gliders Way, Norwich, NR3 1UB and of DX5230, Norwich and **CHRISTOPHER MARK RAMPTON** of Skeete Farm, Skeete, Lyminge, Folkestone, CT18 8DT and care of Birketts LLP (Ref NGS), Kingfisher House, 1 Gliders Way, Norwich NR3 1UB and of DX5230, Norwich and **MATTHEW JOHN RAMPTON** care of Birketts LLP (Ref NGS), Kingfisher House, 1 Gliders Way, Norwich, NR3 1UB and of DX5230, Norwich and of Capel Hall, Capel Hall Lane, Trimley St Martin, Felixstowe, IP11 0RB ("the First Owners"); and
- (4) **EASTON AND OTLEY COLLEGE** of Easton and Otley College, Easton, Norwich, Norfolk, NR9 5DX ("the Second Owner"); and
- (5) **THE ROYAL NORFOLK AGRICULTURAL ASSOCIATION** of the Norfolk Showground Dereham Road Norwich NR5 0TT ("the Third Owner"); and
- (6) **THE NORWICH DIOCESAN BOARD OF FINANCE LIMITED** (Company registration number 88175) of Diocesan House 109 Dereham Road Easton Norwich NR9 5ES ("the Fourth Owner"); and
- (7) **ELC JV LLP** (Company number OC392595) of Easton Hall, Hall Lane, Easton, Norwich, Norfolk, NR9 5DX ("the Beneficiary")

together "the Parties"

RECITALS

- (1) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated
- (2) The First Owners are the freehold owners of that part of the Site registered at the Land Registry under title number NK381923 (subject to the matters recorded on the register) ("the First Owners' Land")
- (3) The Second Owner is the freehold owner of that part of the Site registered at the Land Registry under title number NK407746 (subject to the matters recorded on the register) ("the Second Owner's Land")
- (4) The Third Owner is the freehold owner of that part of the Site registered at the Land Registry under title number NK334245 (subject to the matters recorded on the register) ("the Third Owner's Land")
- (5) The Fourth Owner is the freehold owner of that part of the Site registered at the Land Registry under title number NK358778 (subject to the matters recorded on the register) ("the Fourth Owner's Land")
- (6) The County Council is a local planning authority for the purposes of the Act and the local highway authority and the education authority for the area in which the Site is situated
- (7) The Beneficiary has the benefit of an Option Agreement dated 17 April 2015 to purchase the Site
- (8) The Owners have submitted the Application to the Council and the Council has resolved to grant the Planning Permission subject to the prior completion of this Deed
- (9) The parties have agreed to enter into this Deed with the intention that obligations contained herein may be enforced by the Council and the County Council against:
 - (a) the First Owners and their respective successors in title in respect of the First Owners' Land;
 - (b) the Second Owner and their respective successors in title in respect of the Second Owner's Land;
 - (c) the Third Owner and their respective successors in title in respect of the Third Owner's Land; and

- (d) the Fourth Owner and their respective successors in title in respect of the Fourth Owner's Land.

In order to implement the policies and proposals of the Local Plan and in order to serve the needs of the residents of the Dwellings as follows:

- (i) provision of Affordable Housing as part of the Development and additional payment(s) for the further provision of Affordable Housing to be made as required as further set out in the Second Schedule to this Deed
- (ii) provision of a minimum of 1000 square metres (sqm) of Play Area(s) for the first 50 Dwellings and 17.5 sqm for each additional Dwelling and a minimum of 2000 sqm of Open Space Area(s) for the first 50 Dwellings and 42.5 sqm for each additional Dwelling on the Site which based on an assumption of a maximum of 890 Dwellings being erected on the Site would equate to 15700 sqm of Play Area(s) and 37700 sqm of Open Space Area(s) over the Site
- (iii) provision of 1.407ha of New Allotments
- (iv) funding towards the costs associated with the implementation of the Travel Plans
- (v) the provision of a new Village Centre Site including the Village Green and Village Hall Site and depending on the identity of the Nominated Body a contribution towards management and maintenance as further set out in the Fourth Schedule and for the avoidance of all doubt the Village Green shall contribute towards the quantum of Open Space Area(s) required over the Site
- (vi) the provision of the School Extension Site as further set out in the Sixth Schedule

- (10) Save where otherwise stated the Owners intend that this Deed will take effect for each Phase once the Planning Permission has been granted and the Development has Commenced in respect of that Phase

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

“the 1990 Act”	the Town and Country Planning Act 1990 as amended
“Anglian Water”	Anglian Water Services Limited as sewerage undertakers
“Application”	the revised application dated 25 November 2015 for outline planning permission for the erection of 890 dwellings; the creation of a village heart to feature an extended primary school, a new village hall, a retail store and areas of public open space; the relocation and increased capacity of the allotments; and associated infrastructure including public open space and highway works on the Site in accordance with the plans and particulars submitted to the Council and allocated reference number 2014/2611
“ the Commencement Date”	the carrying out pursuant to the Planning Permission of a material operation within the meaning of Section 56(4) of the 1990 Act (but not including any operations relating to the demolition of any existing buildings or clearance of the Site or part of the Site or decontamination or archaeological investigation or investigation for the purpose of assessing ground conditions or remedial works in respect of adverse ground conditions or diversion and laying of services or erection of any temporary means of enclosure or the temporary display of site notices and/or advertisements) and “Commence” and

	“Commenced” shall be interpreted in accordance with this definition
“Development”	the development of the Site to be carried out pursuant to the Planning Permission
“Dwelling”	any residential unit to be constructed on the Site pursuant to the Planning Permission as part of the Development whether an Affordable Dwelling or an Open Market Dwelling
“Education Acts”	has the meaning given to it in Section 578 of the Education Act 1996
“Index Linked”	index linked from the date of this Deed (or if such sum is not set out in this Deed the date when such sum is approved or agreed by the Council or County Council) until such time that payment of any sum specified in this Deed is made such index linking to be equivalent to any increase or decrease in such sums in proportion to the increase or decrease in the 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)
“Nominated Officer”	the senior officer of the Council responsible for development management or other officer of the Council notified to the Owner
“Occupation”	occupation of any building or part of the Site as a residential dwelling or for any purposes authorised by the Planning Permission but excluding occupation for the purposes of construction internal and external refurbishment decoration fitting-out marketing or security operations or any other activity preparatory to

the use of the Site for the purposes as authorised by the Planning Permission and the words "Occupy" and "Occupied" shall be construed accordingly

"Open Market Dwelling"

any Dwelling constructed as part of the Development which is not an Affordable Dwelling

"Owners"

the First Owners in respect of First Owners' Land, the Second Owner in respect of the Second Owner's Land, the Third Owner in respect of the Third Owner's Land and the Fourth Owner in respect of the Fourth Owner's Land together

"Plans"

the plans attached to this Deed at the First Schedule and named:

"Phasing Plan" - the indicative plan numbered 053 Rev D03 annexed to this Deed or such amended plan(s) as set out at condition 3 of the Planning Permission the final version of such to be approved in writing with the Council prior to the Commencement Date

"Location Plan" – the redline location plan numbered 001 Rev D03 annexed to this Deed

"Phase"

any of the seven component parts of the Development shown for the purpose of identification only coloured purple (X), dark purple (V), dark yellow (Y), orange (U), Lilac (W), pink (Z) and Yellow (T) on the Phasing Plan all of which are referred to in condition 3 of the Planning Permission or such other phases as are approved pursuant to that condition and "Phases" and "relevant Phase" shall be

construed accordingly

“Planning Permission” the planning permission to be granted subject to conditions by the Council pursuant to the Application

“Section 38 Agreement” any proposed agreement between the Owners and the highway authority pursuant to Section 38 of the Highways Act 1980 or any statutory modification or re-enactment thereof to ensure that the estate roads and footpaths on the Site are constructed to the required standard for adoption

“Site” the land north and south of Dereham Road Easton shown edged red for identification purposes only on the Location Plan against which this Deed may be enforced

2. INTERPRETATION

- 2.1 One gender includes all the others
- 2.2 The singular includes the plural and vice versa
- 2.3 The parties to this Deed include their respective successors in title to the parts of the Site in respect of which they hold an interest and reference to the Council includes any successor local planning authority exercising powers under the 1990 Act and reference to the County Council includes any successor authority exercising powers under the Highways Act 1980 or the Education Acts
- 2.4 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 2.5 Headings in this Deed are for ease of reference only and cannot be taken into account in its construction or interpretation
- 2.6 A reference to a paragraph or clause in the Schedule of this Deed is a reference to a paragraph or clause in that part of the Schedule

- 2.7 Reference to any statutory provision includes reference to Acts of Parliament and all other legislation having effect as directly or indirectly amended consolidated extended replaced or re-enacted by any subsequent legislation and any orders regulation instruments or other subordinate legislation made under that statute or provision

3. ENABLING POWERS AND LEGAL BASIS

- 3.1 This Deed and the covenants hereinafter contained are made with the Council and the County Council (as the case may be) and are enforceable by the Council and the County Council pursuant to Section 106 of the 1990 Act (and to the extent to which the said covenants are capable of being given thereunder they shall constitute planning obligations for the purposes thereof) and to the extent that they are not planning obligations under Sections 111 and 139 of the Local Government Act 1972, and Section 2 of the Local Government Act 2000 or any statutory modification or re-enactment thereof and any other powers thereby enabling

4. OWNERS' OBLIGATIONS

- 4.1 The Owners covenant with the Council and the County Council in this Deed and the Schedules to this Deed (as appropriate) and it is AGREED (subject to Clause 5.6 of this Deed) for the avoidance of all doubt that the obligations or covenants within this Deed shall not be joint and severally enforceable against the Owners and shall only be enforceable against:

- 4.1.1 the First Owners (or any of their successors in title) in respect of the First Owners' Land;
- 4.1.2 the Second Owner (or any of their successors in title) in respect of the Second Owner's Land;
- 4.1.3 the Third Owner (or any of their successors in title) in respect of the Third Owner's Land;
- 4.1.4 the Fourth Owner (or any of their successors in title) in respect of the Fourth Owner's Land

5. AGREEMENTS AND DECLARATIONS

The parties agree and declare as follows:

- 5.1 Nothing in this Deed shall be construed as restricting the exercise by the Council or County Council or of any other competent authority of any powers exercisable by it or

them under the 1990 Act or under any statute regulation or byelaws **PROVIDED ALWAYS** that this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been at any time issued by the Council or by any other appropriate person or authority pursuant to the provisions of the 1990 Act

- 5.2 No waiver (whether express or implied) by the Council or the County Council of any breach or default by any of the Owners in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and the County Council from enforcing any of the terms and conditions of this Deed or from acting upon any subsequent breach or default in respect thereof by any of the Owners
- 5.3 The Owners hereby covenant that they are the freehold owners of the respective parts of the Site and hereby warrant that they have full power to enter into this Deed and that the respective parts of the Site are free from all mortgages charges or other encumbrances not disclosed in the title to the Site deduced to the Council and the County Council prior to the date hereof and that there is no other person having interest in the Site other than the parties to this Deed whose consent is necessary to make this Deed binding on the Site and all estates and interests in it
- 5.4 This Deed shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by a statutory procedure or expires prior to Commencement of Development
- 5.5 The covenants and the planning obligations in this Deed shall only come into effect in respect of any Phase once Development has Commenced on that Phase unless otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants or the planning obligations
- 5.6 No person shall be liable for any breach of this Deed which first occurs after they shall have disposed of all or part of their interest in the Site or that part of the Site to which the breach relates **PROVIDED THAT** the reservation of any rights easements or the inclusion of any covenants or restrictions in any transfer shall not constitute an interest for the purposes of this clause
- 5.7 This Deed shall be registered as a local land charge by the Council
- 5.8 The Owners agree to pay to the Council and the County Council their respective reasonable legal fees incurred in connection with this Deed

- 5.9 Where approval or consent is required from any party to this Deed such approval or consent shall not be unreasonably withheld or delayed
- 5.10 Anything in this Deed which has to be done to the satisfaction of any other party to this Deed must be done to the reasonable satisfaction of that party
- 5.11 The Owners agree to notify the Council and the County Council in writing of the reaching of any of the occupational or completion thresholds relating to Dwellings in any Phase (as appropriate) such notification to be given within 30 days of reaching such threshold
- 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 Planning Permission.
- 5.13 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 5.14 Following the performance of all the obligations contained in the Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 5.15 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against:
- 5.15.1 individual purchasers lessees and/or occupiers of Dwellings constructed on the Site pursuant to the Planning Permission or their mortgagees SAVE FOR Paragraph 1.5 in Part 1 of the Second Schedule;
- 5.15.2 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 or highways in connection with the Development of the Site.

6. COUNCIL AND COUNTY COUNCIL OBLIGATIONS

- 6.1 The County Council hereby covenant with the Owners (as appropriate) to observe and perform their obligations contained in the Sixth Schedule (as appropriate) and Ninth Schedule of this Deed
- 6.2 The Council hereby covenant with the Owners (as appropriate) to observe and perform their obligations contained in the Eighth Schedule of this Deed

6.3 The Council and the County Council (as the case may be) hereby jointly and severally covenant with the Owners (as appropriate) that they shall (if requested by any of the Owners in writing) produce to the relevant Owner within 28 days of such request a written statement of account as to how the sums payable for any part or parts thereof under this Deed shall have been applied

6.4 The Council and the County Council (as the case may be) will (upon the written request of any of the Owners) at any time after any of the planning obligations have been performed or otherwise discharged forthwith issue written confirmation thereof such confirmation not to be unreasonably withheld and thereafter the covenants containing such obligations shall not be enforceable against the relevant Owner

7. RANSOM STRIPS

7.1 Any person who is or becomes obliged under this Deed or a Section 38 Agreement to construct or improve a road or cycle-track on the Site within ten metres of the boundaries of the Site must construct or improve the road or cycle-track up to the boundary of that part of the Site in his ownership or control

7.2 Any person who is or becomes obliged under this Deed or any agreement reached with Anglian Water to construct or improve a sewer on the Site within ten metres of the boundaries of the Site must construct or improve the sewer up to the boundary of that part of the Site in his ownership or control

7.3 The intention of clauses 7.1 and 7.2 above is to prevent the creation of ransom strips and thereby to facilitate the development of the Site as a whole and of other sites which may at the time of implementation of planning permission be allocated for development in the Local Plan or equivalent for the time being

8. DISPUTES

8.1 In the event of any dispute or difference arising out of this Deed other than a dispute or difference relating to a question of law or upon the interpretation of this Deed but including the withholding or the giving upon terms of any consent or the exercise of any planning discretion by the Council or the County Council any parties to such dispute or difference may agree to have the matter referred to the determination of an expert planning and development surveyor ("the Appointed Expert") having not less than 10 years relevant experience in the field of the matter in dispute and being a member of the Royal Institution of Chartered Surveyors the identity of such person in default of agreement being an appointment made on the application of any party to such dispute at

any time by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors

8.2 The Appointed Expert shall:

8.2.1 stipulate the period of time for the making of his decision on the matter in dispute;

8.2.2 afford to each of the parties to the dispute an opportunity to make representations to him in writing and if he so directs submissions upon one another's representations;

8.2.3 be entitled to stipulate the periods of time for the making of such representations as is reasonable in the circumstances;

8.2.4 be bound to have regard to such representations;

8.2.5 have the power of making directions as to the responsibility for costs of his award;

8.2.6 in the making of his award not be liable save to the extent in law provided in relation to the decisions of an expert;

8.2.7 make awards which are final and conclusive as between the parties to such dispute (except that such awards shall not remove the parties' rights of appeal on matters of law);

8.2.8 be replaced by a fresh appointee in the event of his becoming at any time unable or unwilling for any reason to proceed to discharge his function such fresh appointee to be appointed in the manner prescribed in clause 8.1 above

8.3 Nothing in this clause 8 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

9.1 No person shall derive any benefit or have any right entitlement or claim in relation to this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

10. VAT

10.1 All payments made in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof

10.2 If the performance of any obligation under this Deed by the relevant Owner (including any payment to be made) constitutes a taxable supply of goods or services by that Owner to the Council or the County Council and the Owner issues a VAT invoice in the requisite amount to the Council or the County Council then the Council or the County Council shall pay to that Owner all amounts of VAT specified in the VAT invoice within 28 days of receipt of such invoice

11. NOTICES

11.1 Any notice or written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by registered or recorded delivery to the party upon whom it is to be served or to whom it is to be given at:

11.1.1 its address given in this Deed; or

11.1.2 such other address as may be notified in writing from time to time for the purpose of this Deed

and pursuant to Clause 11.1.2 the Beneficiary notifies that its address for the service of notices is Howes Percival LLP, Flint Buildings, 1 Bedding Lane, Norwich, NR3 1RG (PJW/JZC/ 223957.0001)

12. JURISDICTION

This Deed is governed by and shall be interpreted in accordance with the law of England and Wales

13. 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

14. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the Parties hereto in separate counterparts each of which when executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument

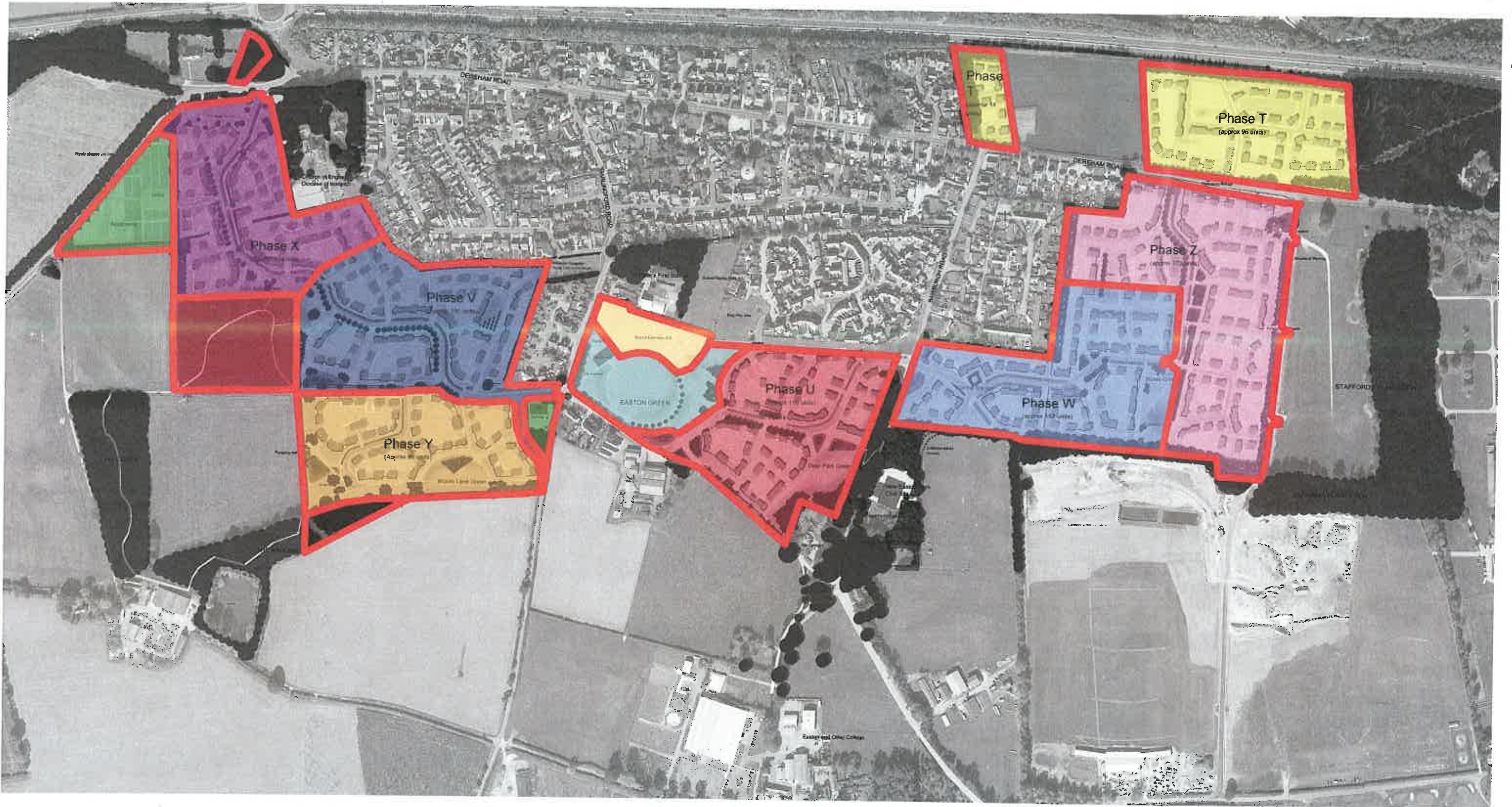
IN WITNESS whereof the parties hereto have executed this instrument as their deed and it is the parties' intention that this deed be delivered and it is hereby delivered on the date first before written

FIRST SCHEDULE

the Plans

Location Plan – 001 Rev D03

Phasing Plan – 053 Rev D03



REV	DATE	CHK	AMENDMENTS	NOTES	REV	DATE	CHK	AMENDMENTS
A01	2014.03.21	DD	approx dwelling numbers annotated, parish used indicated		A10	2014.12.08	DD	location of school bus stop added
A02	2014.05.02	DD	general update		D10	2015.05.19	EC	jurisdiction to Bedfordshire re-arranged
A03	2014.05.29	DD	phasing parcel numbers added		D02	2015.11.10	AB	Drawing amended to reflect recent masterplan updates
A04	2014.06.27	EX	phasing parcel numbers changed to letters		S02	2015.11.25	DD	graphics updated
A05	2014.08.21	DD	update					
A06	2014.09.03	DD	medium adjusted					
A07	2014.10.28	DD	masterplan updated and numbers					
A08	2014.11.20	DD	masterplan updated					
A09	2014.12.04	DD	path amended near Marlingford Road					

Feilden+Mawson CLIENT: The Easton Landowners Consortium
 JOB: Easton Village growth location
 21-27 Little Cressell Street London WC1N 3NL tel: 020 7561 1830
 1 Folly Road Norwich NR1 1SU tel: 01603 626071
 60 St Andrew Street Cambridge CB2 3AH tel: 01223 305087
 email: info@feildenmawson.com www.feildenmawson.com

authorised to sign on behalf of: **HEAD OF LAW**
 (H805)

DRAWING	Phasing Plan	SCALE	1:5000	PAPER	A3	DATE	2014.03.21
REV	053	DWG	7663	REV	053	D03	

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DO NOT SCALE FROM THIS DRAWING ALL DIMENSIONS TO BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO CONSTRUCTION

11873 *Ballw*



REV	DATE	CHK	AMENDMENTS
A01	2013.10.06	DD	Amended red line boundary, orange preferred development boundary indicated
A02	2013.10.17	DD	Update to OS information and contour data
A03	2013.11.02	DD	Redline plan adjusted
A04	2013.12.09	DD	Redline boundary adjusted
A05	2013.12.12	DD	Redline boundary adjusted for allotments and structural planting
A06	2014.05.12	DD	Redline boundary adjusted
A07	2014.08.09	DD	Highway zone around church and Jubilee Playing Field removed

REV	DATE	CHK	AMENDMENTS
A08	2014.10.30	DD	Blue line boundary added
A09	2014.11.17	DD	Key updated
D01	2014.11.19	DD	Parish council level reserved green belt boundary
D02	2014.09.19	DD	redline boundary needs to show
D03	2014.06.09	DD	orange line removed

- Red line - planning application boundary
- Blue line - other land in same ownership
- Orange line - SAC preferred development allocation boundary

DO NOT SCALE FROM THIS DRAWING ALL DIMENSIONS TO BE CONFIRMED ON SITE BY THE CONTRACTOR PRIOR TO CONSTRUCTION

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 www.feildenmawson.com

CLIENT: The Easton Landowners Consortium
 JOB: Easton Village growth location

authorised to sign on behalf of: **HEAD OF LAW**
41805

DRAWING Location Plan	Scale: 1:2500	MATERIAL: PAPER	DATE: 28.08.2013
JOB: 7663	DWG: 001	REV: D03	

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SECOND SCHEDULE

AFFORDABLE HOUSING

Part 1

In this Second 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 each Phase of the Site as Affordable Housing and “Affordable Dwelling” shall be construed accordingly
- “Affordable Housing” the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market
- “Affordable Housing Mix” 85% Rented Housing and 15% Intermediate Housing per Phase (or as otherwise approved by the Council)
- “Affordable Housing Provision” the construction and provision of Affordable Dwellings on each Phase of the Site equating to no less than 17% of the total number of Dwellings on the Site and equating to no less than 16% and no more than 18% of the total number of Dwellings for a Phase (or such other percentage as the Council may approve) in accordance with the Affordable Housing Mix
- “Affordable Housing Scheme” a scheme for each Phase securing the Affordable Housing Provision for that Phase and specifying:
- the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;
 - the identity of the Provider or Providers (if known at this stage) or such details as the Council reasonably requires to satisfy itself that the Affordable Dwellings will be secured as Affordable Housing in perpetuity;
 - the number, location, type and size of Affordable

	<p>Dwellings to be constructed on the relevant Phase;</p> <ul style="list-style-type: none"> - full details of the Affordable Housing Mix including the types of Intermediate Housing and Rented Housing; - such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme including details of how the Recycling Obligation for the relevant Phase will be complied with and secured
“Affordable Rented Dwellings”	Affordable Dwellings to be let by a Provider for the provision of social housing to Eligible Households subject to rent controls that require a rent of no more than 80 per cent of the local market rent including any service charges (where applicable) or as otherwise approved by the Council in writing
“Approved Affordable Housing Scheme”	the Affordable Housing Scheme approved by the Council for each Phase in accordance with paragraph 1.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing
“Complete”	a stage of construction such that a Dwelling has a complete roof and all windows and external doors installed and where further works do not ordinarily amount to “development” for the purposes of section 55(1) of the Act and “Complete” and “Completed” shall be construed accordingly
“Design & Quality Standards”	the appropriate standards as specified by the HCA or such other construction standards as the Council may approve (acting reasonably)
“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
“HCA”	the Homes & Communities Agency or its successor body

or other appropriate body as the Council may approve

“Intermediate Dwellings”	Affordable Dwellings for sale and rent at prices below local market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes for sale and intermediate rent (but not including low cost market housing), shared ownership and shared equity products
“Intermediate Housing”	one or more of Intermediate Dwellings Shared Equity Dwellings and Shared Ownership Dwellings as approved by the Council
“Provider”	either: (i) a Registered Provider; or (ii) another organisation that the Owners propose to own Affordable Dwellings and has been approved in writing by the Council
“Public Subsidy”	funding provided by the Council, the HCA 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 within the Council’s administrative area or such other area as the Council may agree
“Registered Provider”	as defined in the Housing and Regeneration Act 2008
“Rented Housing”	one or more of Affordable Rented Dwellings and Social Rented Dwellings as agreed with the Council
“Residents”	includes persons dwelling in the parish concerned or, in the case of gypsies as defined in the Caravan Sites Act 1968, also includes persons who have habitually resorted to the particular parish (albeit that they have resorted

also to a wider area of resort) for the said period

“Shared Equity Dwellings”	Affordable 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”	Affordable Dwellings purchased on a Shared Ownership Lease
“Shared Ownership Lease”	<p>a lease in a form approved by the HCA or where there is no such form in a form approved by the Council such lease to provide for the following:</p> <ul style="list-style-type: none"><li data-bbox="555 1193 1315 1328">- not more than 50% 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 data-bbox="555 1373 1315 1462">- power to the purchaser to increase their ownership up to 100% if they so wish<li data-bbox="555 1507 1315 1899">- 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 HCA
“Social Rented Dwellings”	Affordable Dwellings owned or managed by a Provider or other persons as approved by the Council let at rents not

exceeding the Target Rent

“Table”

Percentage of Open Market Dwellings on a Phase	Percentage of Affordable Dwellings on a Phase
30%	30%
50%	50%
85%	100%

“Target Rent”

the rent for Social Rented Dwellings as determined by the national rent regime published by the HCA or any subsequent replacement or where there is no such replacement at a rent determined by the Council

The Owners covenant with the Council as follows:

- 1.1 Not to Commence or allow Commencement of any Phase of the Development until the Affordable Housing Scheme for that Phase has been submitted to and approved by the Council in writing (“the Approved Affordable Housing Scheme”)
- 1.2 Not to Occupy or allow Occupation of the first Open Market Dwelling in any Phase until an exchanged contract or contracts for the sale of the Affordable Dwellings on that Phase to a Provider has been supplied to the Council **SAVE THAT** where the Council agrees that the Affordable Dwellings on any Phase are not to be transferred this obligation shall not apply
- 1.3 Not to construct or procure the construction operation or provision of the Affordable Dwellings on any Phase otherwise than in accordance with the Approved Affordable Housing Scheme for that Phase and the timescales and details set out therein
- 1.4 Not to Occupy or allow Occupation of more than the percentage of the Open Market Dwellings on any Phase in the first column of the Table until the percentage of Affordable Dwellings to be provided on that Phase in the second column of the Table under the Approved Affordable Housing Scheme for 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:

- 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 for the relevant Phase 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 shall not be binding upon:

- 1.5.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire;
- 1.5.2 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest or by a person who has acquired 100% of a Shared Equity Dwelling
- 1.5.3 a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee or chargee or Receiver **PROVIDED THAT** it is has first complied with the following:
 - 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

Part 2

1. **Whilst the population of Easton is less than 3,000 occupation of the Affordable Dwellings shall be granted to applicants by applying the following local connection:**
- 1.1 Residents of the parish of Easton who have lived in that parish for a total of at least 3 of the last 10 years
- 1.2 former Residents of the parish of Easton who lived in that parish for at least 3 of the last 10 years
- 1.3 Residents of the parish of Easton who have lived in that parish or the adjacent parishes of Marlingford, Bawburgh or Costessey for the last 3 years or more
- 1.4 people working in the parish of Easton and have done so for the last year or more for at least 10 hours each week
- 1.5 Residents of the adjacent parishes of Marlingford, Bawburgh or Costessey, who have lived in one or more of those parishes (or the parish of Easton) for the last 3 years or more
- 1.6 Residents of the parish of Easton who have lived in that parish for less than 3 years
- 1.7 Residents of the adjacent parishes of Marlingford, Bawburgh or Costessey, who have lived in those parishes (or the parish of Easton) for less than 3 years
- 1.8 residents of South Norfolk
- 1.9 any other person

- 2. If the population of Easton should exceed 3,000 occupation of the Affordable Dwellings shall be granted to applicants by applying the following local connection:**

EITHER Cascade A (being about two thirds of the Affordable Dwellings)

2.1 residents of South Norfolk

2.2 any other person

OR Cascade B (about one third of the Affordable Dwellings)

2.1 Residents of the parish of Easton who have lived in that parish for a total of at least 3 of the last 10 years

2.2 former Residents of the parish of Easton who lived in that parish for at least 3 of the last 10 years

2.3 Residents of the parish of Easton who have lived in that parish or the adjacent parishes of Marlingford, Bawburgh or Costessey for the last 3 years or more

2.4 people working in the parish of Easton and have done so for the last year or more for at least 10 hours each week

2.5 Residents of the adjacent parishes of Marlingford, Bawburgh or Costessey, who have lived in one or more of those parishes (or the parish of Easton) for the last 3 years or more

2.6 Residents of the parish of Easton who have lived in that parish for less than 3 years

2.7 Residents of the adjacent parishes of Marlingford, Bawburgh or Costessey, who have lived in those parishes (or the parish of Easton) for less than 3 years

2.8 residents of South Norfolk

2.9 any other person

Part 3

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

“Allowed Developer's Profit” shall mean Gross Development Value multiplied by 20%

“Clawback Appraisal” means an open book appraisal of the Clawback Payment for any Phase or a Housebuilder Phase submitted by the Owners to the Council for approval

“Clawback Payment” means 50% of the difference between the Allowed Developer's Profit and the Developer's Profit but subject always to the Clawback Payment Cap

“Clawback Payment Cap” has the same meaning as for Clawback Payment but when calculating Gross Development Value for these purposes it is assumed that the Affordable Housing Provision is 33% of the total number of Dwellings on the Phase or Housebuilder Phase (as appropriate)

“Costs” shall mean Gross Development Costs plus Fees plus Land Value and for the avoidance of doubt shall not include Exempt Costs

“Developer's Profit” shall mean Gross Development Value minus Costs

“Exempt Costs” means the following:

- 1.1 all and any costs of finance associated with the Development
- 1.2 all costs those incurred in complying with this Deed
- 1.3 all costs associated with complying with any infrastructure agreements including without limitation the costs of complying with agreements entered into pursuant to Section 278 of the Highways Act 1980 and Section 104

of the Water Industry Act 1991

- “Fees” shall mean all professional other fees and transaction costs incurred by a housebuilder or developer in connection with a Phase or Housebuilder Phase
- “Gross Development Costs” shall mean all site, building and construction costs incurred by a housebuilder or developer in connection with a Phase or Housebuilder Phase
- “Gross Development Value” shall mean the actual and anticipated market value of the completed Phase or Housebuilder Phase assuming it is sold to a willing purchaser on the open market and for the avoidance of all doubt shall include any receipts received or to be received in respect of Affordable Dwellings
- “Housebuilder Phase” means part of the Development which:
- 1.1 is the subject of a reserved matters approval secured under the Planning Permission;
 - 1.2 is being undertaken by a housebuilder or developer or development consortium; and
 - 1.3 does not correspond with a Phase
- “Land Value” shall mean the sum of £215,000 (two hundred and fifteen thousand pounds) for each gross acre forming the relevant Phase or Housebuilder Phase (as appropriate)

The Owners covenant with the Council as follows:

- 1.1 No more than 80% of the Open Market Dwellings on a Housebuilder Phase or (where a Phase corresponds with a Housebuilder Phase) a Phase shall be Occupied until the Owners have submitted a Clawback Appraisal to the Council for approval and by way of illustration only a worked example of a Clawback Appraisal is set out in Annex 2
- 1.2 Within 30 working days of receipt of a Clawback Appraisal the Council shall confirm in writing whether it:
 - 1.2.1 accepts the conclusions of the Clawback Appraisal (“the Acceptance Notice”);
 - or

- 1.2.2 rejects (with reasons) the conclusions of the Clawback Appraisal ("the Non-Acceptance Notice")
- 1.3 For a period not exceeding one calendar month commencing on the date of the Non-Acceptance Notice ("the Negotiation Period") (and unless an alternative period is agreed by the parties) the Owners and the Council all acting reasonably and in good faith shall negotiate an agreed form of Clawback Appraisal
- 1.4 At the end of the Negotiation Period the Council will confirm in writing whether it accepts the conclusions of the Clawback Appraisal as submitted or as negotiated between the parties
- 1.5 If the parties have not agreed the Clawback Appraisal at the end of the Negotiation Period either party may refer the dispute to the Appointed Expert
- 1.6 If the Council issues an Acceptance Notice no more than 90% of the Open Market Dwellings on that Housebuilder Phase or (where a Phase corresponds with a Housebuilder Phase) that Phase shall be Occupied until the Clawback Payment for that Housebuilder Phase or (where a Phase corresponds with a Housebuilder Phase) that Phase has been made to the Council PROVIDED THAT no Clawback Payment shall be made for any Housebuilder Phase or (where a Phase corresponds with a Housebuilder Phase) a Phase where the Developer's Profit does not exceed the Allowed Developer's Profit
- 1.7 If the Council issues a Non-Acceptance Notice the Clawback Payment for that Housebuilder Phase or (where a Phase corresponds with a Housebuilder Phase) that Phase shall be made to the Council no later than 4 weeks following determination of the Clawback Payment by the Appointed Expert PROVIDED THAT no Clawback Payment shall be made for any Housebuilder Phase or (where a Phase corresponds with a Housebuilder Phase) a Phase where the Developer's Profit does not exceed the Allowed Developer's Profit

THIRD SCHEDULE

OPEN SPACE AREA(S) AND PLAY AREA(S)

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

- “Maintenance Sum” an Index Linked sum to be used by the Council or Easton Parish Council should they be transferred the Play Area(s) and/or Open Space Area(s) for the repair maintenance and management of the Play Area(s) and the Open Space Area(s) (as appropriate) on a relevant Phase, such sum to be calculated in accordance with the Council’s standard charges at the date of the transfer
- “Management Company” each company which may be established or engaged by the Owners in respect of the relevant Phase or Phases for the purpose of maintaining and managing the Play Area(s) and Open Space Area(s) in perpetuity
- “Nominated Body” the Council, the Easton Parish Council, Management Company or other body, as approved by the Council
- “Off-Site Open Space(s) and/or Play Area(s) Contribution” an Index Linked sum calculated by the Nominated Officer which is in lieu of and equivalent to the deficiency in the amount of the Open Space Area(s) and/or Play Area(s) being provided on the Site in accordance Policy DM3.15 of the adopted South Norfolk Local Plan Development Management Policies Document
- “Open Space Area(s)” area of land within the Site to be laid out as open space (useable as open space), the location and boundaries of which are approved by the Nominated Officer (to include the Village Green and to be calculated in accordance with the formula set out in Annex 1 to this Deed

“Open Space(s) Scheme”	the provision, laying out, equipping and future maintenance of the Open Space Area(s) (including timing, completion and where relevant the Maintenance Sum) for the relevant Phase approved in writing by the Nominated Officer
“Play Area(s)”	area(s) of land within the Site (useable as a play area), the location and boundaries of which are approved in writing by the Nominated Officer and to be calculated in accordance with the formula set out in Annex 1 to this Deed
“Play Areas(s) Scheme”	the provision, laying out, equipping and future maintenance of the Play Area(s) (including timing, completion and Maintenance Sum) for the relevant Phase approved in writing by the Nominated Officer
“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(s) and Open Space Area(s) as public open space

The Owners covenant with the Council as follows:

1. Prior to the Commencement of the Development of the relevant Phase to submit to the Council for approval

the Play Area(s) Scheme and/or Open Space(s) Scheme (as appropriate to the relevant Phase) for that Phase
2. Not to Commence the Development within the relevant Phase until the Council has approved in writing the Play Area(s) Scheme and/or Open Space(s) Scheme (as appropriate) for that Phase BUT FOR THE AVOIDANCE OF DOUBT the Council may subsequently approve a revised Play Area(s) Scheme and/or Open Space(s) Scheme (as appropriate to that Phase) following the Commencement of Development on that Phase
3. In the event that there is a deficiency in the Play Area(s) and/or Open Space Area(s) to be provided within any relevant Phase the Owner will pay to the Council the Off-Site

Open Space Contribution prior to the Occupation of more than 25% of Dwellings within that relevant Phase PROVIDED THAT in calculating whether there is any such deficiency the Council will fully take into account the quantum of land comprising the Village Green and any over-provision of Play Area(s) and/or Open Space Area(s) provided or to be provided on any earlier or subsequent Phases and PROVIDED FURTHER THAT if an Off-Site Open Space Contribution is paid to the Council pursuant to the provisions of this paragraph and on completion of the Development there has been more Play Area(s) and/or Open Space Area(s) provided than would be required in applying the formula in Annex 1 the Off-Site Open Space Contribution shall be immediately repaid to the Owners

4. Not to occupy more than 50% of the Dwellings in the relevant Phase until the Play Area(s) and the Open Space Area(s) for that Phase (as appropriate to the relevant Phase) have been provided in accordance with the Play Area(s) Scheme and Open Space(s) Scheme (as appropriate to the relevant Phase) approved under Paragraph 2 of this Third Schedule to the reasonable satisfaction of the Council
5. Not to Occupy more than 75% of the Dwellings in the relevant Phase until the Owners in respect of the Play Area(s) and/or Open Space Area(s) have given written notice to the Council confirming the identity of the Nominated Body for that Phase
6. In the event that the Management Company is the Nominated Body in respect of the relevant Phase not to Occupy more than 80% of the Dwellings on the relevant Phase until: (a) the Management Company has been created or engaged to the satisfaction of the Council for the relevant Phase; and (b) the memorandum and articles of association and the form of transfer of the Play Area(s) and/or Open Space Area(s) (as appropriate to the relevant Phase) to the Management Company has been submitted to the Council for approval and has been approved by the Council (such approval not to be unreasonably withheld or delayed)
7. Not to Occupy more that 80% of the Dwellings in the relevant Phase until the Play Area(s) and/or Open Space Area(s) (as appropriate to the relevant Phase) has been transferred to the Nominated Body as follows:
 - 7.1 if the Nominated Body is the Council or Easton Parish Council that the Play Area(s) and/or Open Space Area(s) (as appropriate to the relevant Phase) the transfer must be in accordance with the reasonable requirements of the Council (which shall include a requirement that the Nominated Body's reasonable legal fees are paid for by the Owners and the Play Area(s) and/or Open Space Area(s) (as appropriate to the relevant Phase) must be transferred Unencumbered and for a sum not exceeding £1 (one pound) and

subject to a restriction on the future use for recreational and amenity purposes by the general public and the Maintenance Sum must be paid to the Council on completion of the transfer; or

- 7.2 if the Nominated Body is the Management Company or such other body as the Council may approve the Play Area(s) and/or Open Space Area(s) (as appropriate to the relevant Phase) must be transferred Unencumbered and subject to a restriction on the future use for recreational and amenity purposes by the general public AND FOR THE AVOIDANCE OF DOUBT there shall be no obligation to pay the Maintenance Sum;

PROVIDED THAT in any event the Nominated Body shall not be required to accept the transfer of the Play Area(s) and/or Open Space Area(s) (as appropriate to the relevant Phase) unless it has been provided and maintained in strict accordance with the approved Play Area(s) Scheme and Open Space(s) Scheme approved under Paragraph 2 of this Third Schedule

FOURTH SCHEDULE

VILLAGE CENTRE SITE PROVISIONS

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

- “Maintenance Sum” an Index Linked sum to be used for the repair maintenance and management of the Village Centre Site
- “Nominated Body” the Council, the Easton Parish Council, Management Company or other body, as approved by the Council
- “Standard Terms”
- a) The Village Green shall only be used for recreation and amenity purposes as public open space
 - b) The Village Hall Site shall be used for recreation and amenity purposes as a village hall
 - c) The transfer to be of the Unencumbered freehold estate with all rights for services and access subject to the ability of the Owners to grant the same without prejudicing their ability to develop their retained land
 - d) vacant possession to be given
 - e) In the event the Nominated Body is the Council or Easton Parish Council:
 - i) to pay the reasonable legal fees of the transferee
 - ii) the consideration shall not exceed £1
- “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 Village Green as public open space

“Village Centre Scheme”	a scheme including plans drawings and specifications showing but not limited to the laying out and design of the Village Centre Site including details of any equipment landscaping paths and access arrangements, street furniture and fencing together with details of the proposed permanent village centre maintenance and management regime and where the Nominated Body is the Council or the Parish Council the amount of the Maintenance Sum AND FOR THE AVOIDANCE OF DOUBT the Owners shall be under no obligation to physically construct the village hall on the Village Hall Site which shall be the responsibility of the Council
“Village Centre Site”	an area of 1.66ha to be transferred to the Nominated Body (to include the Village Green and the Village Hall Site) and as shown for the purposes of identification only coloured aqua/turquoise and named “EASTON GREEN” on the Phasing Plan
“Village Centre Transfer Scheme”	a scheme for the transfer to and future management of the Village Centre Site (or any part of the Village Centre Site) on the Standard Terms to the Nominated Body
“Village Green”	an area of 1.5ha to be transferred to the Nominated Body for use as public open space as part of the Village Centre Site
“Village Hall Site”	an area of 0.16ha to be transferred to the Nominated Body as part of the Village Centre Site for the construction of a village hall by the Council wholly at the cost of the Council for use as a community facility for residents of the Development and the surrounding area

The Owners covenant with the Council as set out in this part of the Schedule:

1. Prior to the Commencement of Development of Phase U as shown on the Phasing Plan or such other Phase as the Council may approve or prior to the Occupation of 300 Dwellings to submit to the Council for approval a Village Centre Scheme and the Village Centre Transfer Scheme (such approval not to be unreasonably delayed or withheld)
2. Not to Commence Development within Phase U as shown on the Phasing Plan or such other Phase as the Council may approve or prior to the Occupation of 300 Dwellings until the Council has approved in writing the Village Centre Scheme and Village Centre Transfer Scheme in accordance with the requirements of Paragraph 1 of this Fourth Schedule and the Owners have given written notice to the Council confirming the identity of the Nominated Body for the purposes of this Fourth Schedule
3. Prior to the Occupation of the more than 80% of the Dwellings on Phase U as shown on the Phasing Plan or such other Phase as the Council may approve the Owners shall carry out and complete to the reasonable satisfaction of the Council any works required respectively by the Village Centre Scheme and in entire accordance with the requirements of the Village Centre Scheme AND FOR THE AVOIDANCE OF DOUBT the Owners shall be under no obligation to physically construct the village hall on the Village Hall Site which shall be the responsibility of the Council
4. On the completion to the reasonable satisfaction of the Council of any works required by the Village Centre Scheme approved under Paragraph 1 of this Fourth Schedule, the Owners shall transfer its freehold interest in the Village Centre Site to the Nominated Body in accordance with the Village Centre Transfer Scheme who shall thereafter maintain the same in accordance with the requirements of the said Village Centre Scheme and PROVIDED THAT the Nominated Body is the Council or Easton Parish Council the Owners shall pay the Maintenance Sum to the Council on completion of such transfer
5. For the avoidance of doubt, the Owners will maintain the Village Centre Site in accordance with the requirements of the Village Centre Scheme once any works required by the Village Centre Scheme are complete until such time as the Village Centre Site (or parts thereof) have been transferred to the Nominated Body whereupon the Owners shall have no further liability for the maintenance or management of those parts transferred

FIFTH SCHEDULE

ALLOTMENTS

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

- “New Allotments” the area of land of approximately 1.407 hectares shown for identification purposes only coloured green and named “Allotments” on the Phasing Plan annexed hereto together with a right of way on foot and with vehicles to and from the same over and along the access drive
- “Allotments Specification” a detailed allotments specification submitted to and approved in writing by the Council for the laying out of the New Allotments (including car park, fencing and sheds, the provision of a water and electricity supply and an access road which will link the New Allotments to the adopted public highway network) with such amendments as may be agreed between the Council and the Owners
- “Existing Allotments” means part of Phase X shown on the Phasing Plan which lies immediately to the East of the New Allotments which is at the date hereof used for allotments

The Owners covenant with the Council as set out in this part of the Schedule:

1. To ensure that the use of the Existing Allotments is not interrupted or otherwise adversely effected by and during the construction of the Development unless and until the New Allotments have been provided in accordance with the provisions of the Allotments Specification and are ready for use
2. Not to Occupy or permit the Occupation of any more than 50% of the Dwellings on Phase X as shown on the Phasing Plan or such other Phase as the Council may approve until the Allotments Specification has been approved by the Council BUT FOR THE AVOIDANCE OF DOUBT the Council may approve a revised Allotments Specification following the Commencement of Development

3. Prior to the Occupation of 50% of the Dwellings on Phase X as shown on the Phasing Plan or such other Phase as the Council may approve the Owners shall lay and carry out the works set out in the Allotments Specification
4. Not to Occupy or permit the Occupation of more than 75% of the Dwellings on Phase X as shown on the Phasing Plan or such other Phase as the Council may approve until the Owners have given written notice to the Council confirming the identity of the Nominated Body for the purposes of this Fifth Schedule
5. The Owners and the Council hereby agree that for nil consideration (the receipt of which the Owner hereby acknowledges) the Owners shall transfer the New Allotments to the Nominated Body and the Owners shall use reasonable endeavours for such transfer shall be completed within three months of the practical completion of the New Allotments and otherwise on the terms and conditions set out below
6. Completion of the transfer of the New Allotments shall take place as provided for in Paragraph 5 of this Fifth Schedule (or on such other date as shall be agreed in writing between the Owners and the Nominated Body)
7. The New Allotments shall be transferred with such title as the Owners have and such encumbrances as affect the land at the date hereof
8. The New Allotments shall be transferred with vacant possession in accordance with the Allotments Specification
9. The transfer of the New Allotments shall contain all such rights and easements as are necessary for the proper enjoyment of the New Allotments for its use as provided for in this Deed subject to the ability of the Owners to grant the same without prejudicing their ability to develop their retained land
10. The transfer of the New Allotments will contain a covenant by the Nominated Body not to use or occupy the New Allotments other than as for allotments and not to erect any buildings or structures thereon other than such limited temporary buildings and structures as are normally associated with allotments
11. The Owners shall pay the reasonable legal fees of the transferee

SIXTH SCHEDULE

SCHOOL EXTENSION SITE

Part 1

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

- “Clear” a site that is accessible and free from any known physical hazards or impediments to building, both above and below ground (including, but not limited to, land contamination, electricity pylons, Japanese knotweed, asbestos, allotments)
- “Primary School” means St Peter’s Primary School
- “School Extension Site” means the site to be used as an extension of the Primary School to increase its site size, such land having a maximum usable area of 0.84 hectares, contiguous with the Primary School and as shown for the purposes of identification only coloured orange and named “School Extension Site” on the Phasing Plan and provided Clear and Unencumbered in accordance with the provisions of this Deed
- “Unencumbered” means free from any legal constraints to transfer (including but not limited to trust covenants, charity law, formal or information lease agreements, charges and written or unwritten assurances to other bodies or individuals)

The Owners hereby covenant with the County Council as follows:

- 1.1 Not to Occupy more than 200 of the Dwellings within the Development until a transfer in an agreed form has been delivered signed and dated to the County Council for the transfer of the Unencumbered freehold title to the School Extension Site to the County Council in accordance with the terms set out in Part 3 of this Schedule
- 1.2 Upon Commencement of the Development to allow the County Council and its employees, contractors and agents reasonable access to the School Extension Site for

the purposes of survey and inspection of the School Extension Site for the uses intended PROVIDED that the County Council provides the Owners with at least three days written notice of the intention to access the School Extension Site

- 1.3 The Owners shall transfer the School Extension Site to the County Council for nil consideration before the maximum number of Dwellings has been Occupied in accordance with the agreement made pursuant to paragraph 1 of this Part 1 and in accordance with the terms set out in Part 3 in this Sixth Schedule

Part 2

County Council Obligations

If at the fifth anniversary of the transfer of the School Extension Site either:

- 2.1 the County Council has not entered into a contract or contracts relating to the provision of the School Extension Site to the Primary School; or
- 2.2 the School Extension Site has become surplus to the County Council's requirements as education authority

then the County Council shall transfer the School Extension Site to the Owner which transferred the School Extension Site to the County Council for nil consideration and on the equivalent terms as set out in Part 3 of this Schedule, except that the covenant referred to at paragraph 3.3 shall lapse and shall not apply within three months of this anniversary

Part 3

Transfer Terms for land transfers to the County Council

The School Extension Site shall be transferred subject to and in accordance with the following terms:

- 3.1 Completion of the transfer of any land required by this Deed to be transferred to the County Council shall take place on such date as shall be agreed in writing between the County Council and the Owners or in default of such agreement upon such date as shall be specified in a notice in writing given by the County Council to the Owners
- 3.2 The transfer shall contain all such rights and easements whatsoever (including without prejudice to the generality of the foregoing the provision of all rights of access of services and service installations thereto) as are required to facilitate the use of the land transferred for the purpose of a school and/or school playing field subject to the ability of

the Owners to grant the same without prejudicing their ability to develop their retained land

3.3 The transfer will if so required by the Owners contain a covenant by the County Council restricting the use of the land transferred for the purpose of education

3.4 The Owners shall pay the reasonable legal fees of the transferee

SEVENTH SCHEDULE

THE TRAVEL PLAN CONTRIBUTION OBLIGATIONS

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

“Travel Plan(s)” means a framework of options and measures to enable and encourage people to travel more sustainably and reduce the need to travel altogether being site and people specific and comprising a range of “hard” (built) and “soft” (behavioural change) measures to mitigate the traffic effects of the Development on the road network in accordance with the County Council document “Guidance Notes for the Submission of Travel Plans” and/or the Workplace Travel Plan Template generated from the Workplace Travel Plan Generator Tool at www.worktravelplan.net such travel plan to be approved pursuant to Condition 28 of the Planning Permission

“Travel Plan Contribution” means the costs of implementing the Travel Plan(s) such sum to be set out in the Travel Plan(s) and which shall not in any event be a sum which is more than the total number of Dwellings provided on the relevant Phase multiplied by £250

The Owners hereby covenant with the County Council as follows:

1. Not to allow first Occupation of the Development on the relevant Phase unless and until the Owners in respect of that Phase have paid the Travel Plan Contribution to the County Council and from the point of such payment the County Council shall be responsible for the production, approval and on-going review of a Travel Plan in respect of that Phase of the Development

EIGHTH SCHEDULE

Council Covenants

The Council hereby covenants with the Owners as follows:

1. In the event that the Council receive Off-Site Open Space Contribution(s) in respect of a Phase or Phases the Council shall hold the Off-Site Open Space Contribution(s) in an interest bearing account and use the Off-Site Open Space Contribution(s) for the provision, construction and/or improvement of open space and/or play areas in the locality of the Development PROVIDED THAT nothing shall prevent the Council from paying all or part of the Off-Site Open Space Contribution(s) to a person body partnership or company that shall be responsible for using the Off-Site Open Space Contribution(s) in strictly the manner prescribed in this Paragraph 1 of the Eighth Schedule (secured by covenant from that person body partnership or company) and in making such a payment the Council shall be deemed to have expended those monies for the purposes of this Eighth Schedule
2. To repay to the party who originally made any Off-Site Open Space Contribution(s) in respect of the relevant Phase or Phases (as appropriate) such amount of the relevant Off-Site Open Space Contribution(s) which has not been expended within five years of the date the payment of the relevant Off-Site Open Space Contribution(s) together with any interest actually accrued on the relevant Off-Site Open Space Contribution(s) from the date of payment of the relevant Off-Site Open Space Contribution(s) or part thereof to the Council to the date of refund
3. The Council shall within 28 days of written request provide to the Owners the details of the expenditure of any Off-Site Open Space Contribution(s)
4. Following the transfer of the Village Hall Site the Council shall use reasonable endeavours to construct the village hall on the Village Hall Site as soon as reasonably practicable and in any event within 18 months of the transfer of the Village Hall Site
5. The Council shall approve the identity of any Nominated Body proposed by the Owners for any purpose set out in this Deed within two months of such receipt of a request from the Owners
6. In the event that Easton Parish Council is the Nominated Body for any purposes set out in this Deed the Council shall pay any relevant Maintenance Sum to Easton Parish Council for the purpose of the relevant Maintenance Sum set out in this Deed within 7 days of receipt

7. At the written request of the Owners the Council shall provide written confirmation of the discharge of any or all of the obligations (as appropriate) contained in this Deed when satisfied that such obligations have been performed

NINTH SCHEDULE

County Council Covenants

The County Council hereby covenants with the Owners as follows:

1. The County Council hereby agrees with the Owners that it will:
 - 1.1 following payment of the relevant Travel Plan Contribution take responsibility for implementing and complying with the relevant Travel Plan(s) for the relevant Phase(s) without delay
 - 1.2 within 28 days of written request provide to the Owners the details of the expenditure of the relevant Travel Plan Contribution(s)
 - 1.3 at the written request of the Owners the County Council shall provide written confirmation of the discharge of any or all of the obligations (as appropriate) to the County Council contained in this Deed when satisfied that such obligations have been performed

Annex 1

Summary of Open Space Area(s) and Play Area(s) Provision

Play Area(s):

1000 square metres (sq.m) (for first 50 Dwellings)
+ (17.5sq.m x each additional Dwelling in excess of the 50 Dwellings listed above)

Play Area(s) Example (based on 890 Dwellings)

50 Dwellings = 1000 sq.m
Therefore (840 x 17.5) + 1000 sq.m
= 14,700 + 1000
= 15,700 sq.m

Open Space Area(s):

2000 sq.m (for first 50 Dwellings)
+ (42.5 sq.m x each additional Dwelling in excess of the 50 Dwellings listed above)

Open Space Area example (based on 890 Dwellings)

50 Dwellings = 2000 sq.m
Therefore (840 x 42.5) + 2,000 sq.m
= 35,700 + 2,000
= 37,700 sq.m

Annex 2

Worked Example of Clawback Payment

- Gross Development Value £2m
- Costs £1.5m
- Developer's Profit £500k
- Allowed Developer's Profit [$£2m \times 20\%$] £400k
- Clawback Payment 50% of [$£500k$ minus $£400k$] £50k
- If Gross Development Value assuming 33% affordable housing were £1.9m, the Clawback Payment Cap would kick in. In those circumstances:
 - Developer's Profit £400k
 - Allowed Developer's Profit £380k
 - Clawback Payment Cap 50% of [$£400k$ minus $£380k$] £10k

THE COMMON SEAL of
SOUTH NORFOLK DISTRICT
COUNCIL was hereunto affixed
to this Deed in the presence of:

)
)
)
)

Coeller
DEPUTY MONITORING OFFICER
Jo Hobbs

THE COMMON SEAL of
NORFOLK COUNTY
COUNCIL was hereunto affixed
to this Deed in the presence of:

)
)
)
)

[Handwritten signature in blue ink]

authorised to sign
on behalf of: HEAD OF LAW



SIGNED by the said
ALBERT JAMES PAPWORTH as his
Deed in the presence of:

)
)
)

.....
Signature of Witness

Name of Witness

Address of Witness

SIGNED by the said
CHRISTOPHER MARK RAMPTON as his
Deed in the presence of:

)
)
)

.....
Signature of Witness

Name of Witness

Address of Witness

SIGNED by the said)
MATTHEW JOHN RAMPTON as his)
Deed in the presence of:)

.....
Signature of Witness

Name of Witness

Address of Witness

THE COMMON SEAL of **EASTON AND**)
OTLEY COLLEGE was affixed to this deed in)
the presence of:

.....)
Governor:

.....)
Governor:

Executed as a deed by **ROYAL**)
NORFOLK AGRICULTURAL)
ASSOCIATION acting by:

.....)
Director's name Director's signature

.....)
Director's[/Secretary's] name Director's[/Secretary's] signature

Executed as a deed by affixing the common)
seal of **NORWICH DIOCESAN BOARD OF**)
FINANCE LIMITED in the presence of:)

Member of the Executive Committee of the
Board

Member of the Executive Committee of the
Board

Countersigned by the Secretary to the Board

EXECUTED as a Deed by)
ELC JV LLP acting by)
two members:)

.....
Member's name: Member's signature

.....
Member's name: Member's signature

DATED

1 November

2016

SOUTH NORFOLK DISTRICT COUNCIL (1)

- and -

NORFOLK COUNTY COUNCIL (2)

- and -

ALBERT JAMES PAPWORTH, CHRISTOPHER MARK RAMPTON and MATTHEW JOHN
RAMPTON (3)

- and -

EASTON AND OTLEY COLLEGE (4)

- and -

THE ROYAL NORFOLK AGRICULTURAL ASSOCIATION (5)

- and -

THE NORWICH DIOCESAN BOARD OF FINANCE LIMITED (6)

- and -

ELC JV LLP (7)

PLANNING OBLIGATION DEED

Under (inter alia) Section 106 of the
Town and County Planning Act 1990
as amended by the
Planning and Compensation Act 1991
relating to land north and south of
Dereham Road, Easton, Norfolk

Victoria McNeill
Practice Director
nplaw
Martineau Lane
Norwich

Ref: SR - SNDC/50286