LAND EAST OF MEMORIAL HALL, BRUNDALL

DRAFT HEADS OF TERMS FOR S106 AGREEMENT

1.0 DEFINITIONS (to be completed)

1. The Council
2. The Owners
3. RSL
4. Affordable Housing
5. Intermediate Housing
6. Affordable Rent Housing
7. For Sale Housing
8. Phase 1 - the 23 residential units for which full planning permission is consented
9. Substantial Implementation
10. Cucumber Lane Roundabout Scheme
11. Plan 1 (Cucumber Lane Highways)
12. Country Park Site
13. Country Park Scheme
14. Plan 2 (Country Park Site)
15. Village Green Site
16. Village Green Scheme
17. Plan 3 (Village Green Site)
18. Public Consultation
19. Financial Contribution CP1 (Design) - £50k
20. Financial Contribution CP2 (Build) - £250k
21. Financial Contribution CP3 (Maintenance) - £125k
22. Financial Contribution VG1 (Design) - £50k
23. Financial Contribution VG2 (Build) - £250k
24. Financial Contribution VG3 (Maintenance) - £125k
25. Management Company
26. Management Plan
27. Dispute resolution Procedures
2.0 AFFORDABLE HOUSING

2.1 The overall scheme will provide 33% Affordable Housing, made up as follows.

Phase 1

2.2 In respect of Phase 1, 8 Affordable Housing Units shall be provided.

Rest of Development

2.3 The development (excluding phase 1) will provide 33% Affordable Housing on-site. On the remainder of the site 33% shall be provided based on the number of dwellings brought forward under reserved matters submission(s). A maximum of 56 shall be provided across the whole site (including Phase 1) equating to 33% of the maximum of 170 dwellings permitted.
2.4 The Affordable Housing will reflect the unit types of the **For Sale Housing** and be provided in the following tenures:

1. [XX% - to be agreed] Affordable Rent; and
2. [XX% - to be agreed] Intermediate Tenures.

2.5 For Phase 1, 100% (8 units) of the Affordable Housing shall be completed and transferred to the agreed RSL before 80% of the phase 1 scheme For Sale Housing is occupied (which is 13 units).

2.6 For the rest of the site (excluding Phase 1), 50% of the Affordable Housing (a maximum of 24 units) will be completed and transferred to the agreed RSL before 50% of the For Sale Housing is occupied (a maximum of 49 units). The remainder of the Affordable Housing (a maximum of 24 units) will be completed and transferred to the agreed RSL before 80% of the For Sale Housing is occupied (a maximum of 78 units).
3.0 CUCUMBER ROUNDABOUT

3.1 The Cucumber Lane Roundabout Scheme, shown on Plan 1, will be completed before occupation of the Phase 1 scheme.
4.0 COUNTRY PARK

4.1 The Owner will decide whether to offer the Country Park Site to Broadland District Council prior to the completion of the Phase 1 scheme.

4.2 If Broadland District Council is offered the opportunity to receive the Country Park Site then the Owners will give Broadland District Council [1] month written notice requiring the Council to confirm which of the following two options it requires the Owner to implement.

4.3 The Council is to respond in writing within [1] month of the receipt of the formal letter from the Owner, as above, or another timescale as agreed to by the Owner, confirming which one of the two options the Council elects.

4.4 Failure of the Council to respond in writing with an election of Option 1 or Option 2 within the defined time will result in the Owner being responsible for progressing Option 2, unless the parties agree to an extension of time for Broadland Council to confirm its position.

Option 1

4.5 The Country Park Site, as shown on Plan 2, shall be transferred to Broadland District Council before Substantial Implementation of the development beyond Phase 1.

4.6 Financial Contribution CP1 (Design) will be paid to Broadland District Council before the occupation of the [5th] unit on site.

4.7 Financial Contribution CP2 (Build) will be paid to Broadland District Council before occupation of the [50th] unit on site.

4.8 Financial Contribution CP3 (Maintenance) will be paid to Broadland District Council before occupation of the [85th] unit on site.

4.9 Any monies not spent under Financial Contributions CP1 and CP2 shall be rolled over into CP3.

4.10 The owners may ask in writing, and the Council must comply within 2 weeks of a written request, to provide a detailed and breakdown of expenditure.

4.11 The Owner will retain rights to incorporate into the design of the
Country Park and undertake such works, at its cost, any SUDS and/or utilities work as the Owner considers may be necessary to bring forward the overall development.

**Option 2**

4.12 The Owner will undertake Public Consultation on the design of the **Country Park Scheme**, secure reserved matters approval for a Country Park Scheme and then Delivery the Country Park Scheme prior to the occupation of the [85th] dwelling of the development, including phase 1.
4.13 The specifications for the Country Park Scheme shall be agreed with the Local Planning Authority and the costs to deliver the scheme shall not exceed Financial Contribution CP2. The costs of securing the design and planning permission for the Country Park Scheme shall be at the Owners expense, whether or not this is more or less the value of Financial Contribution CP1.

4.14 Within [2] weeks of any written request from the Council, or any other timescale agreed by the Council, the Owner will provide a schedule of costs accrued and anticipated with the Country Park Scheme.

4.15 The Owner will set up a Management Company, or some other entity that the Council may agree with in writing, and provide it with Financial Contribution CP3 to provide on-going management and maintenance of the Country Park.

4.16 A Management Plan that will include the requirement for public access, shall be submitted to Broadland Council for approval as part of the reserved matters approval process for the Country Park Scheme. An agreed in writing Management Company and Plan is required to be in place prior to the construction of the [24th] unit (the first unit beyond the Phase 1 scheme).

4.17 Should no agreement be reached on the Management Company, Management Plan, or Country Park Scheme Costs for the Country Park within [2] months of the submission of the Country Park reserved matter(s), then Dispute Resolution can be instigated by the Owner.
5.0 VILLAGE GREEN

5.1 The Owner will decide whether to offer the Village Green Site to Broadland District Council prior to the completion of the Phase 1 scheme.

5.2 If Broadland District Council is offered the opportunity to receive the Village Green Site then the Owners will give Broadland District Council [1] month written notice requiring the Council to confirm which of the following two options it requires the Owner to implement.

5.3 The Council is to respond in writing within [1] month of the receipt of the formal letter from the Owner, as above, or another timescale as agreed to by the Owner, confirming which one of the two options the Council elects.

5.4 Failure of the Council to respond in writing with an election of Option 1 or Option 2 within the defined time will result in the Owner being responsible for progressing Option 2, unless the parties agree to an extension of time for Broadland Council to confirm its position.

Option 1

5.5 The Village Green Site, as shown on Plan 3, shall be transferred to Broadland District Council before Substantial Implementation of the development beyond Phase 1.

5.6 Financial Contribution VG1 (Design) will be paid to Broadland District Council before the occupation of the [10th] unit on site.

5.7 Financial Contribution VG2 (Build) will be paid to Broadland District Council before occupation of the [60th] unit on site.

5.8 Financial Contribution VG3 (maintenance) will be paid to Broadland District Council before occupation of the [110th] unit on site.

5.9 Any monies not spent under Contributions VG1 and VG2 shall be rolled over into VG3.

5.10 The owners may ask in writing, and the Council must comply within [2] weeks of a written request, to provide a detailed and breakdown of expenditure.

5.11 The Owner will retain rights to incorporate into the design of the Village Green and undertake such works, at its cost, any SUDS and/or utilities work as the Owner considers may be necessary to bring forward the overall development.
Option 2

5.12 The Owner will undertake Public Consultation on the design of the Village Green Scheme, secure reserved matters approval for a Village Green Scheme and then Delivery the Village Green Scheme prior to the occupation of the [110th] dwelling of the development, including phase 1.
5.13 The specifications for the Village Green Scheme shall be agreed with the Local Planning Authority and the costs to deliver the scheme shall not exceed Financial Contribution VG2. The costs of securing the design and planning permission for the Village Green Scheme shall be at the Owners expense, whether or not this is more or less the value of Financial Contribution VG1.

5.14 Within [2] weeks of any written request from the Council, or any other timescale agreed by the Council, the Owner will provide a schedule of costs accrued and anticipated with the Village Green Scheme.

5.15 The Owner will set up a Management Company, or any other entity formally agreed between the parties, and provide it with Financial Contribution VG3 to provide ongoing management and maintenance of the Village Green.

5.16 A Management Plan that will include the requirement for public access, shall be submitted to Broadland Council for approval as part of the reserved matters approval process for the Village Green Scheme. An agreed Management Company and Plan is required to be in place prior to the construction of the 24th unit (the first unit beyond the Phase 1 scheme).

5.17 Should no agreement be reached on the Management Company, Management Plan, or Village Green Scheme Costs for the Village Green within [2] months of the submission of the Village Green reserved matter(s), then Dispute Resolution can be instigated by the Owner.
6.0 CHILDREN’S EQUIPPED PLAY SPACE

6.1 An equipped children’s play space shall be provided within the scheme development. The specifications shall be agreed as part of the submission of reserved matter(s) or planning appeal. The Children's equipped play space for which planning permission is secured, shall be built and opened for use prior to the occupation of the [85th] dwelling on site.
<table>
<thead>
<tr>
<th>Scheme Build Out</th>
<th>Highways</th>
<th>Affordable Housing</th>
<th>Children’s Equipped Play Space</th>
<th>Village Green &amp; Country Park</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Before Construction of 1st Dwelling</strong></td>
<td>Highways works on Cucumber Lane roundabout completed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>By 5th Total Unit (3%)</strong></td>
<td></td>
<td></td>
<td></td>
<td>Financial Contribution CP1 paid - £50k</td>
</tr>
<tr>
<td><strong>By 10th Total Unit (6%)</strong></td>
<td></td>
<td></td>
<td></td>
<td>Financial Contribution VG 1 paid - £50k</td>
</tr>
<tr>
<td><strong>By 13 Private Units (End of Phase 1) (13.5%)</strong></td>
<td>8 Units</td>
<td></td>
<td></td>
<td>Country Park Site and Village Green Site transferred to Council</td>
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<tr>
<td><strong>By 50th Total Unit (29%)</strong></td>
<td></td>
<td></td>
<td></td>
<td>Financial Contribution CP2 paid - £250k</td>
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</tbody>
</table>

(Option 1 – LPA Land & Payment)
(Option 2 – Management Company Land, Completed Scheme & Payment)
<table>
<thead>
<tr>
<th>Stage</th>
<th>Unit Count</th>
<th>Financial Contribution</th>
<th>Completion Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>By 60th Total Unit (35%)</td>
<td></td>
<td>Financial Contribution VG2 paid - £250k</td>
<td>Build out and open Country Park</td>
</tr>
<tr>
<td>By 85th Total Unit (50%)</td>
<td></td>
<td>Financial Contribution CP3 paid - £125k</td>
<td></td>
</tr>
<tr>
<td>By 62nd Private Unit (55%)</td>
<td>32 Units (cumulatively)</td>
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<td></td>
</tr>
<tr>
<td>By 100th Total Unit (59%)</td>
<td></td>
<td>Provision and open for use</td>
<td></td>
</tr>
<tr>
<td>By 110th Total Unit (65%)</td>
<td></td>
<td>Financial Contribution VG3 paid - £125k</td>
<td>Build out and open Village Green</td>
</tr>
<tr>
<td>By 140th Total Unit (82%)</td>
<td></td>
<td></td>
<td>Financial Contribution CP3 paid - £125k</td>
</tr>
<tr>
<td>By 91st Private Unit (86%)</td>
<td>56 Units (cumulatively)</td>
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<td></td>
</tr>
<tr>
<td>By 150th Private Unit (88%)</td>
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<td></td>
<td>Financial Contribution VG 3 paid - £125k</td>
</tr>
<tr>
<td>By 170th Total Unit (100%)</td>
<td></td>
<td></td>
<td>SCHEME COMPLETED</td>
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