

NORTH NORFOLK LOCAL PLAN EXAMINATION

- MATTER 5: PLACES & HOUSING SITES

Supplementary Statement by Define on behalf of Trinity College Cambridge

FAKENHAM

The following brief supplementary statement has been prepared to provide additional clarification to the Inspector with regard to specific matters relating to land North of Rudham Stile Lane, as allocated in the adopted Core Strategy (Policy FO1) and within the Submitted Local Plan (FO1/B).

Land North of Rudham Stile Lane (FO1)

This site has the benefit of outline planning permission (NNDC Ref: PO/17/O680) granted in October 2021. The application was subject to a viability assessment and the Section 106 Agreement attached to the permission (see Appendix 1) confirms the development will deliver 17.5% affordable housing, amongst various other on and off-site obligations.

The proposed A148 roundabout provides key highway infrastructure as part of the first phase of development. This is being delivered by the Norfolk County Council (NCC) as highway authority and funding has been secured via the Norfolk Strategic Fund and Business Rates pools money, with match funding from NNDC. The detailed design of the roundabout by NCC is complete and will be submitted to NNDC for approval shortly, with construction programmed to start in September 2024.

An application for the discharge of pre-reserved matters conditions is currently being considered by NNDC (NNDC Ref: CD/23/2197). Those conditions require the approval of a Phasing Plan(s), Design Code, Site-Wide Strategic Surface and Foul Water Drainage Strategy, Green Infrastructure Strategy, and Soil Management Plan.

The entire site is within the ownership of Trinity College Cambridge (TCC) and will be put up to the open market by Savills for development in Q3 2024 upon conclusion of matters relating to nutrient neutrality, as set out below, and with the benefit of pre-reserved matters conditions having been approved by NNDC.

It is TCC's intention to sell the site to a developer to build out up to 950 houses and to deliver serviced parcels to enable the development of the hotel, commercial / industrial accommodation, the primary school, and neighbourhood centre within the relevant phases. We anticipate a build out rate of up to 100 dwellings per annum, which is supported by there being two primary points of access at the west and east of the site.

Allocated Land North of Rudham Stile Lane (FO1/B)

TCC own land comprising circa 70% of the overall site allocation, which includes land purchased in 2023. All submissions to the Examination on behalf of TCC are based upon the delivery of land within their sole ownership, conservatively providing 400 dwellings and up to 100 elderly units.

A primary point of access to this allocated site is to be provided in conjunction with the approved development of site FO1 above, via the proposed A148 roundabout, with the access road linking to the eastern boundary of the site.

It is proposed that this land will be marketed following a similar strategy to that for site F01. In this regard, Savills envisage a separate developer will purchase this site and that development can progress in advance of completion of all development within site F01, given F01/B includes the provision of elderly units. Development of the site will be subject to NN mitigation, as set out below, but the scale of development proposed is considered deliverable within the plan period.

Nutrient Neutrality (NN)

The catchment boundary for the nutrient neutrality impact area shows that site F01 and allocated site F01/B lie partially within The Wensum and The Broads catchment area. The implications of meeting NN requirements have therefore been considered in relation to both sites.

Site F01

A Technical Note TNO04 dated 9th February 2024 (see Appendix 2) has been prepared in relation to site F01. This summarises a desk-based assessment of the approved development proposals to determine if mitigation is required. This has been based upon the written advice provided by Natural England (NE) to all appropriate authorities dated 16th March 2022.

TNO04 confirms the legal obligations imposed under the Levelling Up and Regeneration Act (LURA) (2023) on water and sewerage providers to upgrade Waste Water Treatment Works to operate at the Technically Achievable Limit (TAL) from 2030, which is enforceable via the provisions of Section 18 of the Water Industry Act 1991. It also considers the requirements of the Ofwat Accelerated Infrastructure delivery project.

In accordance with the LURA and the Ofwat Accelerated Infrastructure delivery project, the permit limit by 31st March 2025 will be 0.25mgTP/l for phosphorus (there is no accelerated programme for nitrogen improvements).

Anglian Water (AW) has committed and is obliged to undertake the necessary improvement works by the end of March 2025 to meet the TAL for phosphates. In advance of those accelerated works being undertaken, TNO04 confirms that the development of up to 304 dwellings, the 70-bed hotel, and the build out of the commercial / industrial land use, open urban land use and the allotment land use could be carried out without exceeding the zero point for NN.

From 2030 the TAL for phosphates is 0.25mgRP/l and for nitrates is 10mgTN/l, and further associated upgrade works must be implemented to achieve that. TNO04 confirms that the proposed development can achieve NN post-2030 following those upgrade works. In advance of this and with the benefit of the accelerated programme, TNO04 confirms that the development of up to 361 dwellings, the 70-bed hotel and those other land uses as noted above could be carried out without exceeding the zero point for NN.

TNO04 will be formally submitted to NNDC as additional information for consideration in conjunction with the application to discharge Condition 11 (Site-Wide Drainage) as noted above.

Site F01/B

A similar Technical Note TNO01 dated February 2024 (see Appendix 3) has been prepared for site F01/B. This assesses the nutrient budget based on the land owned by TCC (totalling 17.7ha) and assumes a net developable area of 70% of the site to provide 500 dwellings, with the remaining site as open space.

TNO01 summarises the outcomes of the budget calculations in accordance with NE guidance, applying a recommended precautionary buffer of 20%, which set the initial nutrient budget for the proposed development at 13.96 kgTP/year and neutral for TN in the post 2030 scenario.

As the nitrogen budget is neutral, mitigation solutions focus on phosphorus removal and options identified include on-site SuDS treatment and off-site wetland creation. Based on this approach and applying a high-level assessment of the potential benefit of a SuDS scheme (in the form of a retention basin, reflecting the approach provided within site FO1), TNOO1 estimates 1.16ha of wetland would be required to offset the initial nutrient budget.

On behalf of TCC, Savills have already been in discussions with third party land owners with regard to the potential wetland location and on site water tests have been carried out to assess the current levels of phosphates in the locality in order to verify that mitigation can be achieved.

Define Planning & Design Ltd
20th February 2024

APPENDIX 1

PO/17/0680 Section 106 Agreement

Planning Obligation under section 106 of the Town and Country Planning Act 1990

Relating to the development of land north of Rudham Stile Lane and east of Water Moor Lane,
Fakenham, Norfolk NR21 9QU

Dated:

8th October 2021

Parties:

1. NORTH NORFOLK DISTRICT COUNCIL
2. NORFOLK COUNTY COUNCIL
3. THE MASTER FELLOWS AND SCHOLARS OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY WITHIN THE TOWN AND UNIVERSITY OF CAMBRIDGE OF KING HENRY THE EIGHTH'S FOUNDATION
4. TRINITY (F) LIMITED

eastlaw

NNDC Offices

Holt Road

Cromer

Norfolk NR27

THIS DEED OF AGREEMENT (this "Deed") is made on

8th October 2021

BETWEEN:

- (1) **NORTH NORFOLK DISTRICT COUNCIL** of Council Offices, Holt Road, Cromer, Norfolk NR27 9EN ("the Council")
- (2) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2UA ("the County Council")
- (3) **THE MASTER FELLOWS AND SCHOLARS OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY WITHIN THE TOWN AND UNIVERSITY OF CAMBRIDGE OF KING HENRY THE EIGHTH'S FOUNDATION** of The Bursary, Trinity College, Trinity Street, Cambridge CB2 1TQ and of property@trin.cam.ac.uk ("the First Owner")
- (4) **TRINITY (F) LIMITED** (Company registration number 6287666) whose registered office is at Bidwell House, Trumpington Road, Cambridge, Cambridgeshire CB2 9LD ("the Second Owner")

INTRODUCTION

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- 2 The County Council is the highway authority, education authority, public rights of way networks manager and library service provider for the area in which the Site is situated.
- 3 The First Owner is the registered freeholder owner of part of the Site which is registered under title number NK191663 free from encumbrances.
- 4 The Second Owner is the registered freeholder owner of part of the Site which is registered under title number NK375468, free from encumbrances. Pursuant to a transfer dated 27 May 2021 the Second Owner is also ~~entitled to be~~ registered as the freehold owner of that part of the Site which is registered under title numbers NK266270 and NK266282 free from encumbrances. MFK
CWC
JH
- 5 With the knowledge and consent of the Second Owner, the First Owner has submitted the Application to the Council and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

- 6 The Council having regard to the provisions of its development plan and all other relevant material considerations has resolved to grant the Planning Permission subject to the completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings and expressions defined in the Schedules to this Deed shall have those meanings:

“Abnormals”

Costs which accord with the RICS guidance 'Cost Analysis and Benchmarking' (first edition – reference GN: 112/2013) as being costs which might be considered as project specific (i.e. they are not a 'typical' construction cost) and are classified as such because they tend to have a notable cost consequence

“Act”

The Town and Country Planning Act 1990

“Actual Build Cost”

The costs per square foot of internal area of building the Open Market Dwellings and Affordable Dwellings to include the costs of constructing the buildings, providing the curtilage and structure therein professional fees development finance costs stamp duty and Abnormals

“Actual Sales Value”

The actual average open market sales value per square foot of internal area of Open Market Dwellings and the actual average sales value per square foot of internal area of Affordable Dwellings

“Additional Affordable Housing”

The Affordable Housing as may be provided on or off-site as part of the Development in accordance with the provisions of Schedule 1 and identified by operation of Schedule 2 of this Deed

“Adjusted Requirement”

The adjusted percentage of Dwellings within a Residential Reserved Matters Area to be provided as Affordable Dwellings together with any Additional Affordable Housing to be calculated in accordance with each Viability Reappraisal having regard to the Maximum Requirement

“Affordable Dwellings”

Any of the Dwellings to be constructed on the Site in accordance with the Planning Permission as Affordable Housing and which shall be provided in accordance with the Affordable Housing provisions in Schedule 1 and Schedule 2

“Affordable Housing”

Housing falling within the definition of ‘Affordable Housing’ contained in Annex 2 to the National Planning Policy Framework, as published in February 2019 and as amended from time to time

“Affordable Housing Value”

A full breakdown of how the values of the Affordable Housing within a Residential Reserved Matters Area have been calculated including where relevant independent valuation advice in respect of comparison sales values achieved for Open Market Dwellings elsewhere within the Residential Reserved Matters Area and will take into account any reasonable differential costs to the Owners associated with complying within the relevant Affordable Housing provisions including for the avoidance of doubt all reasonable and proper costs and fees associated with the disposal of units intended as Affordable Housing on the relevant Residential Reserved Matters Area

“Affordable Rented Dwellings”

Affordable Dwellings which are to be let by the Registered Provider or any successor in title to the Registered Provider to households who are eligible for social rented or affordable rented housing at a rent which is no more than 80% of the local market rent (including any service charges) or in the event that there is a change in national policy affecting the definition of Affordable Rented Dwellings such alternative rent levels as may be agreed in writing between the Owners and the Council having regard to the relevant changes in national policy

“Agreed Requirement”

The number of Affordable Dwellings to be provided including any Additional Affordable Housing) which shall be in accordance with the Minimum Requirement unless an Adjusted Requirement has been agreed to reflect the findings of a Viability Reappraisal undertaken in accordance with Schedule 2

“Allotments”

The allotments and associated facilities comprising no less than 14,600 (fourteen thousand six hundred) square metres to be provided on the Site as shown on the Masterplan, including water supply, surface water run-off improvements, designated and suitably surfaced local car parking spaces with suitable and sufficient signage, a suitable and sufficient vehicle turning area, boundary treatments including a hedge and stock proof fencing along the southern boundary adjacent to proposed residential development and appropriate general signage

“Allotments Maintenance, Management and Allocations Scheme”

A scheme setting out details of how the Allotments will be maintained, managed and allocated in accordance with the terms of this Deed, including details of how water will be supplied and maintained to the Allotments, how refuse from the Allotments will be disposed of and how the allotments will be administered and financed

“Application”

The application for outline planning permission with all matters except primary means of access reserved for future approval dated 2 May 2017 and allocated reference number PO/17/0680 for residential development of up to 950 dwellings (Use Class C3), employment development (Use Classes B1/B2/B8), a primary school and children's nursery (Use Class D1), a hotel (Use Class C1), local retail (Use Classes A1/A3/A4/A5) and associated public open space and infrastructure

“Approved Travel Plan”

Means the Travel Plan submitted to the County Council by the Owners in accordance with condition 30 of the Planning Permission and approved by the County Council in writing

“Baseline Build Cost”

The costs per square foot of internal area of building the Open Market Dwellings and Affordable Dwellings to include the costs of constructing the buildings, providing the

curtilage and structure therein professional fees development finance costs contingency stamp duty and Abnormals agreed within the Viability Appraisal

“Baseline Sales Value”

The average open market sales value per square foot of internal area of Open Market Dwellings and the average sales value per square foot of internal area of Affordable Dwellings agreed within the Viability Appraisal

“Bond Sum”

Means the sum of £530 per Dwelling or such other sum as the County Council may agree in writing being the cost of implementation of and compliance with a Travel Plan

“Chargee”

Any mortgagee or chargee of the Registered Provider or their successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed by a chargee or any other person under any security documentation to enable such mortgagee or chargee to realise its security or any housing administrator;

“Clear”

Means (subject to the provisions of Schedule 10 and the terms of the School Site Specification) a site suitable for the construction and erection of the Primary School that is accessible and usable without undue land reformation or engineering and free from any known or apparent physical hazards or impediments to building, both above and below ground (including, but not limited to land contamination, electricity pylons, Japanese knotweed, asbestos, allotments and problems with site access) to the complete satisfaction of the County Council

“Commencement”

The first carrying out of a material operation on the Site within the meaning of section 56(4) of the Act as part of the Development but, for the purposes of this Deed, not including any operations relating to:

- the demolition of any existing buildings or clearance of the Site;
- the carrying out of soil or other surveys, including archaeological assessments;
- site decontamination;
- diversion or laying of services;

- the erection of fencing or boarding;
- the erection of boards advertising the development;
- the construction of a site compound

and “**Commenced**” and “**Commencing**” shall be construed accordingly.

“Completion”

The completion of a Dwelling to the extent that it is wind and watertight, fully fitted out and fit for habitation in terms of heating, plumbing, electrics and sanitation and in respect of which a building control certificate has been issued under the Building Control Regulations 2010 so that it is ready for Occupation and “**Complete**” shall be construed accordingly

“County Council Monitoring Sum”

The sum of £10,000 to be paid to the County Council in respect of its duties and reasonable costs of monitoring performance of the obligations owed to it in this Deed

“Deferred Affordable Housing Contribution”

The sum identified pursuant to the terms at Schedule 2 part 2

“Developer's Profit Margin”

The allowance agreed in the Viability Appraisal calculated at 20% of the gross development value of the Open Market Dwellings and 6% of the gross development value of the Affordable Dwellings

“Development”

The development of the Site to be carried out in accordance with the Planning Permission

“Development Costs”

The cost of providing infrastructure to serve the Development together with the cost of build Abnormals (including (but for the avoidance of doubt (but not limited to) enhanced materials specifications for compliance with the relevant approved design code, provision of renewable energy measures, abnormal foundations, gas protection measures, retaining walls, balancing ponds, swales, pumping stations, rising mains, off site service reinforcement or upgrades, service diversions and additional capping

material beneath estate roads and costs of accessing and servicing non-residential land)

“District”

The administrative area falling under the jurisdiction of the Council

“Dwelling”

A residential dwelling constructed on the Site as part of the Development, including a house or a flat, and used for private domestic residential purposes

“Early Years Contribution”

The financial contribution to be paid to the County Council and used towards Early Years Provision at Fakenham Infant School to be calculated as follows:

$$A \times B \times C$$

A = the number of Multi Bed Dwellings

$$B = 0.097$$

AND the product of A x B shall be rounded to the nearest whole where a figure of .49 would be rounded down and a figure of .50 would be rounded up to the nearest whole

$$C = \text{£}14,022$$

PROVIDED THAT when calculating the number of Multi Bed Dwellings at A above two Multi Bed Flats shall equate to one Multi Bed Dwelling

“Early Years Provision”

Education for children between birth and five years old

“Education Contribution”

The financial contribution to be paid to the County Council and used towards the cost of a two form entry primary school to be calculated as follows:

$$(A \times B) = C$$

and

$$(C / P) \times S = E$$

A = the number of Multi Bed Dwellings

$$B = 0.281$$

AND the product of A x B shall be rounded to the nearest whole where a figure of .49 would be rounded down and a figure of .50 would be rounded up to the nearest whole

$$P = 420$$

$$S = \text{£}8,000,000$$

E = Education Contribution

PROVIDED THAT when calculating the number of Multi Bed Dwellings at A above two Multi Bed Flats shall equate to one Multi Bed Dwelling

“Eligible Person”

A person or persons and their households who are on the housing list maintained by the Council or who are otherwise approved by the Council as being in need of separate or alternative accommodation and who are unable to rent or buy housing generally available on the open market to meet their needs where eligibility is determined with regard to local incomes and local house prices

“Employment Site”

Land comprising no less than 12,000 (twelve thousand) square metres to be provided on the Site for employment use as shown on the Masterplan, including the provision of suitable highway access, drainage, power and all necessary utility connections to the boundary of the land or the relevant adjacent adoptable corridor, as appropriate, in order to fully service the land without requirement for any additional rights to be acquired over third party land

“Employment Site Marketing Strategy”

A strategy for the commercial marketing of the Employment Site, to include locations, frequency, content and the media to be used for the publication of marketing materials

as well as monitoring and reporting on the effectiveness of the strategy to the Council in accordance with the Marketing Guidelines

“Expert”

An expert appointed under clause 6.1

“Fakenham Town Centre Improvements Contribution”

The financial contribution which may be paid to the Council and used towards the cost of a study to investigate the impacts of the Development on car parking in Fakenham town centre arising as a result of the Development and/or the provision of town centre public realm improvements and of implementing recommended public works, such contribution being calculated in accordance with the following formula:

$$£50 \times D = C$$

where:

D is the total number of Dwellings to be constructed in accordance with the Planning Permission

and

C is the Fakenham Town Centre Improvements Contribution

“Forecast Build Cost”

The costs per square foot of internal area of building the Open Market Dwellings and Affordable Dwellings to include the costs of constructing the buildings, providing the curtilage and structure therein professional fees development finance costs contingency stamp duty and Abnormals informed by the Actual Build Cost at the Information Date

“Forecast Sales Value”

The average open market sales value per square foot of internal area of Open Market Dwellings and the average sales value per square foot of internal area of Affordable Dwellings informed by the Actual Sales Value at the Information Date

“Fully Serviced”

Means (subject to the provisions of Schedule 10 and the terms of the School Site Specification) with suitable vehicular and pedestrian access to the adopted highway and provided to the boundary of the School Land or School Contingency Land (as appropriate) with surface water and foul water drainage and gas, water, electricity and telecommunication services of sufficient capacity for the use of the Primary School all at the expense of the Owners and to the reasonable satisfaction of the County Council

“Hotel”

The hotel and facilities to be constructed on the Hotel Site as part of the Development

“Hotel Site”

Land comprising no less than 8,700 (eight thousand seven hundred) square metres to be provided on the Site for the delivery and use of the Hotel as shown on the Masterplan, including the provision of suitable highway access, drainage, power and all necessary utility connections to service the Hotel

“Hotel Site Marketing Strategy”

A strategy for the commercial marketing of the Hotel Site, to include locations, frequency, content and the media to be used for the publication of marketing materials as well as monitoring and reporting on the effectiveness of the strategy to the Council in accordance with the Marketing Guidelines

“Index”

The BCIS All-in Tender Prices Index published by the Royal Institution of Chartered Surveyors (or if any such index ceases to be published such other index as the Council shall reasonably determine)

“Index-Linked”

Proportionately increased equivalent to the proportionate increase in the Index from 10 December 2020 to the date that payment is due in accordance with the terms of this Deed

“Indicative Phasing Plan”

The plan attached to this Deed at Appendix 6

“Infant School Expansion Contribution”

The financial contribution to be paid to the County Council and used towards the expansion of Fakenham Infant School to be calculated as follows:

$A \times B \times C$

A = the number of Multi Bed Dwellings

B = 0.129

AND the product of A x B shall be rounded to the nearest whole where a figure of .49 would be rounded down and a figure of .50 would be rounded up to the nearest whole

C = £14,022

PROVIDED THAT when calculating the number of Multi Bed Dwellings at A above two Multi Bed Flats shall equate to one Multi Bed Dwelling

“Information Date”

The date on which the Viability Reappraisal is submitted to the Council

“Interest”

Interest at 4% per cent above the base lending rate of the Bank of England from time to time

“Intermediate Dwellings”

Affordable Dwellings for sale and rent provided at a cost above social rent but below market levels which meet the definition of Affordable Housing which may include Shared Ownership Dwellings and equity products, but not Affordable Rented Dwellings

“Junior School Expansion Contribution”

The financial contribution to be paid to the County Council and used towards the expansion of Fakenham Junior School to be calculated as follows:

$A \times B \times C$

A = the number of Multi Bed Dwellings

B = 0.152

AND the product of A x B shall be rounded to the nearest whole where a figure of .49 would be rounded down and a figure of .50 would be rounded up to the nearest whole

C = £14,022

PROVIDED THAT when calculating the number of Multi Bed Dwellings at A above two Multi Bed Flats shall equate to one Multi Bed Dwelling

“Library Contribution”

The financial contribution of £244 per Dwelling to be paid to the County Council and used towards the extension of the existing library service in Fakenham

“Local Centre”

The local centre to be provided on the Local Centre Site as part of the Development

“Local Centre Site”

Land comprising no less than 2,700 (two thousand seven hundred) square metres to be provided on the Site for the delivery and use of the Local Centre as shown indicatively on the Masterplan, including the provision of suitable highway access, drainage, power and all necessary utility connections to service the Local Centre

“Location Plan”

The site location plan number DE_033_001 Revision B attached to this Deed at Appendix 1

“Market Value”

The best price that might reasonably be expected for the freehold or long leasehold of a Dwelling of the relevant type from a private purchaser assuming that it was an Open Market Dwelling as calculated in accordance with the RICS Manual of Valuation Practice (Red Book) current from time to time and expressed as a value per square metre and the Market Value shall be calculated as the average based on the valuations undertaken by three valuers independent to the party that seeks to establish the Market Value and copies of the three valuations shall be provided in writing to the Council when the party seeks to establish the Market Value

“Marketing Costs”

The costs agreed in the Viability Appraisal calculated at 1.5% of the gross development value of the Open Market Dwellings for marketing, sales and agents fees plus £250 per Open Market Dwelling for legal transaction and/or conveyancing fees and 0.5% of the gross development value of the Affordable Dwellings for publicity to future tenants, advertising and arranging the tenancies and promotion of the shared ownership units

“Marketing Guidelines”

The guidelines for marketing employment land, a copy of which is attached at Appendix 3

“Masterplan”

Drawing number DE_033_002 Revision P, a copy of which is attached to this Deed at Appendix 1

“Maximum Requirement”

A maximum of 45% of the Dwellings required as Affordable Housing across the Development (whether to be delivered on the Site or reflected in a financial contribution payable towards off-site provision)

“Minimum Requirement”

A minimum of 16.5% of the Dwellings required as Affordable Housing across the Development (whether to be delivered on the Site or reflected in a financial contribution payable towards off-site provision) which percentage shall be increased to 17.5% if infrastructure grant funding is secured in relation to the provision of the main roundabout access junction at A148/Wells Road as described in Condition 31(i) or such other higher percentage as may be agreed between the Council and the Owners further to any other infrastructure grant being secured in relation to the Development

“Multi-Bed Dwelling”

Either a Multi Bed Flat or a Multi Bed House

“Multi-Bed Flat”

A flat or apartment with more than one bedroom

“Multi-Bed House”

A house bungalow or maisonette with more than one bedroom

“Nominations Agreement”

An agreement between a Registered Provider and the Council to secure that the initial and all subsequent tenants in Occupation of the Affordable Rented Dwellings are Eligible Persons and that the initial sale of any Shared Ownership Dwellings is to Eligible Persons and for all subsequent sale transactions that the Council is able to nominate an Eligible Person as purchaser within the timescales determined by the lease, substantially in the form as set out at Appendix 2

“Occupation”

Occupation of a Dwelling as a residential dwelling including occupation as a holiday home and second home but not for the purposes of this Deed including occupation by contractors or for construction or fitting out purposes or as a showroom or sales office and ‘Occupied’ and ‘Occupier’ shall be construed accordingly

“Off-Site Clipbush Park Contribution”

A financial contribution of £342.10 per Dwelling to be provided in a Residential Reserved Matter Area to be paid to the Council provided that such contribution shall not exceed a total of £325,000 (three hundred and twenty five thousand pounds) and used towards the provision of improved football facilities at Clipbush Park, Fakenham or such alternative location in the vicinity of the Development as the Council may determine

“Off-Site Indoor Sports Contribution”

A financial contribution of £750.29 per Dwelling to be provided in a Residential Reserved Matter Area to be paid to the Council provided that such contribution shall not exceed a total of £712,778.00 (seven hundred and twelve thousand, seven hundred and seventy-eight pounds) and used towards enhancements to off-Site indoor sports facilities in the vicinity of the Development

“Off-Site Green Infrastructure/Public Rights of Way Contribution”

A financial contribution of £211 per Dwelling to be paid to the County Council and used towards enhancements to public rights of way and the ecological network adjacent to the A148 in the vicinity of the Development and elsewhere towards the provision of off-Site informal areas of recreation and/or creation or enhancement of public rights of way

“Open Market Dwelling”

A Dwelling that is not an Affordable Dwelling

“Open Space”:

A total area of not less than 127,400 (one hundred and twenty seven thousand four hundred) metres squared of open space, including the Allotments, to be provided within the Site as indicatively shown on the Masterplan and as more particularly agreed with the Council pursuant to the Planning Permission

“Open Space Maintenance Contribution”:

A financial contribution to be calculated in accordance with the standard charges of the Council at the time of Commencement of the relevant Phase and which is certified by the Council as necessary to cover the cost of repairing and maintaining the Open Space for a period of 15 years, which may be paid to the Council pursuant to Schedule 4 and used towards the cost of repairing and maintaining the Open Space for a period of 15 years

“Open Space Management Company”:

A company which may be set up pursuant to Schedule 4 for the purposes of managing and maintaining the Open Space in perpetuity together with highways, trees, verges and other non-adoptable public areas forming part of the Development which for the avoidance of doubt may be the same company as the SuDS Management Company

“Open Space Nominated Body”:

One of the following as nominated by the First Owner and agreed with the Council:

- (a) the Council
- (b) the town or parish council for the area within which the Site is situated (the Town Council)
- (c) such other body as the Council may elect as being responsible for managing and maintaining the Open Space
- (d) the Open Space Management Company

“Open Space Works Scheme”:

A scheme, in compliance with the Open Space Standards, showing details of the proposed permanent Open Space management regime in perpetuity

“Open Space Standards”

The standards for the provision of open space facilities as set out in the Council’s Open Open Space, Sport and Recreation Study, Final Version February 2020 or such other open space standards as the Council may adopt and publish from time to time

“Owners”

Together the First Owner and the Second Owner, jointly and severally

“Parties”

Together, the Council, the County Council and the Owners and “Party” shall be construed accordingly

“Phase”:

Each phase of the Development (which will include or comprise Dwellings) identified pursuant to condition 6 of the Planning Permission and “Phased” shall be construed accordingly

“Phase 1”

The first Phase of the Development to be Commenced, as shown on the Indicative Phasing Plan

“Phase 2”

The second Phase of the Development to be Commenced, as shown on the Indicative Phasing Plan

“Phase 3”

Phase 3 as shown on the Indicative Phasing Plan

“Phase 4”

Phase 4 as shown on the Indicative Phasing Plan

“Phase Affordable Housing Scheme”

The scheme submitted in accordance with paragraph 1.1 of Schedule 1 for each Phase showing (in relation to the relevant Phase) the proposed tenure mix, , the number of Affordable Rented Dwellings and Intermediate Dwellings and the size of the Affordable Dwellings, PROVIDED THAT the size and type of the Affordable Dwellings shall reflect the housing need identified for this site by the Council and the tenure shall be in accordance with the Preferred Tenure Mix

“Planning Obligations”

The covenants contained in this Deed made with and enforceable by the Council and the County Council under section 106 of the Act

“Planning Permission”

The planning permission to be granted subject to conditions for the Development following consideration of the Application

“Preferred Tenure Mix”

80% Affordable Rented Dwellings and 20% Shared Ownership Dwellings

“Primary School”

A two form entry, at minimum, primary school which may include Early Years Provision to be built on the School Land and/ or the School Contingency Land by the County Council

“Protected Tenant”

Any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling
- (b) has exercised any statutory Protected Right to Buy (or the Voluntary Right to Buy under the Housing and Planning Act 2016) in respect of a particular Affordable Housing Dwelling
- (c) has increased their ownership to own 100% of the equity in the freehold or leasehold interest under a Shared Ownership Lease

“Public Subsidy”

Funding which reduces the cost to the Registered Provider of providing the Affordable Dwellings and which enables them to be Affordable Housing but not including the private funding raised by the Registered Provider and secured on other Affordable Housing

“Registered Provider”

An organisation which is a Registered Provider of social housing currently registered in accordance with the provisions of chapter 3 of the Housing and Regeneration Act 2008

“Regulator”

The statutory body trading as Homes England and the Regulator of Social Housing or such successor statutory body or bodies that fund and regulate Registered Providers

“Reserved Matters”

As defined in the Town and Country Planning (Development Management Procedure) (England) Order 2015

“Reserved Matters Application”

An application to the Council for approval of Reserved Matters relating to the Development and made pursuant to the Application

“Residential Reserved Matters Area”

A part of the Site which contains or will contain Dwellings and in relation to which a Reserved Matters Application is intended to be made or already exists

“Residential Reserved Matters Area Affordable Housing Scheme”

A scheme to be submitted to and approved by the Council identifying the provision of Affordable Housing to be provided in the relevant Residential Reserved Matters Area including details of the location of the said Affordable Dwellings and tenure mix (which save in relation to any Alternative Scheme submitted pursuant to Schedule 1 shall be in accordance with the Phase Affordable Housing Scheme)

“Revised Summary Viability Report”

The revised form of the Summary Viability Report prepared by the Valuer pursuant to Part 1 of Schedule 2 as the case may be

“School Contingency Land”

Land with a usable area of 0.5 hectares with a contiguous boundary with the School Land to be offered to the County Council subject to an open market valuation based on residential land values

“School Contingency Land Transfer”

A transfer of the School Contingency Land substantially in the form attached to this Deed at Appendix 4 save that the consideration for the transfer of the School Contingency Land shall be determined by open market value based on residential land values at the relevant date and further subject to such reasonable amendments that are required as a consequence of agreement to the extent of the School Contingency Land, the extent of the Estate (as defined in the School Land Transfer), provision of registered title to the Property (as defined in the School Contingency Land Transfer) to the County Council's satisfaction and satisfactory search results obtained by the County Council prior to entering into the School Contingency Land Transfer

“School Expansion Contribution”

The financial contribution comprising together the total of the Infant School Expansion Contribution and the Junior School Expansion Contribution to be paid to the County Council and used towards the expansion of Fakenham Infant and Fakenham Junior Schools

“School Land”

That part of the Site shown ^{coloured pink} ~~edged blue~~ on the School Land Plan and comprising no less than 2 hectares

NAK
GVC
JH

“School Land Plan”

The parameter plan numbered DE 033 003 Rev P, a copy of which is attached to this Deed at Appendix 1

“School Land Specification”

The specification included as attached to this Deed at Appendix 5

“School Land Transfer”

A transfer of the School Land substantially in the form attached to this Deed at Appendix 4 subject to such reasonable amendments that are required as a consequence of agreement to the extent of the School Land, the extent of the Estate (as defined in the School Land Transfer), provision of registered title to the Property (as defined in the School Land Transfer) to the County Council’s satisfaction and satisfactory search results obtained by the County Council prior to entering into the School Land Transfer

“School Site”

Means the School Land and the School Contingency Land (as appropriate)

“Self-Build and Custom Build Plots”

The fully serviced plots provided within the Site for self-build or custom build Dwellings

“Self-Build and Custom Build Plots Scheme”

The scheme submitted in accordance with paragraph 1 of Schedule 8 specifying the number, location and size of the Self-Build and Custom Build Plots and the programme and timetable for their provision PROVIDED THAT nothing in this Deed shall require more than 30 Self-Build and Custom Build Plots across the Development

“Shared Ownership Dwellings”

Those Dwellings to be let to Eligible Persons on a Shared Ownership Lease

“Shared Ownership Lease”

A lease in a form approved by the Regulator or where there is no such form in a form approved in advance in writing by the Council to provide for the following:

- (a) not more than 70% and not less than 25% of the equity (or such other percentage as the Council may agree acting reasonably) shall be initially sold to the purchaser by the Registered Provider with no rent to be subsequently charged on the percentage of the equity initially sold
- (b) power to the purchaser to increase their ownership of the equity up to one hundred percent (100%) if they so wish

- (c) an initial rent not exceeding 2.75% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding the annual increase of the Retail Prices Index plus 0.5% or such other rent as complies with the requirements from time to time of the Regulator

“Site”

Land north of Rudham Stile Lane and east of Water Moor Lane, Fakenham, Norfolk shown edged red on the Location Plan and registered at the Land Registry under title numbers NK191663, NK375468, NK266270 and NK266282

“SPA/SAC Contribution”

The financial contribution to be paid to the Council and used towards the Council's ongoing work in relation to monitoring, mitigating and managing the impact of increased visitor pressure on the North Norfolk Coast Special Protection Area and the Ramsar and North Norfolk Coast Special Area of Conservation and the River Wensum Special Area of Conservation arising as a result of the Development, such contribution being calculated in accordance with the following formula:

$$£205.02 \times D = C$$

where:

D is the total number of Dwellings to be constructed in accordance with the Planning Permission

and

C is the SPA/SAC Contribution

“SuDS”:

A surface water drainage system and all associated works serving the Development and laid out in accordance with the Planning Permission

“SuDS Management Company”:

A company to be set up for the purposes of managing and maintaining the SuDS in perpetuity which for the avoidance of doubt may be the same company as the Open Space Management Company

“SuDS Nominated Body”:

One of the following as nominated by the First Owner and agreed with the Council:

- (a) the SuDS Management Company
- (b) any statutory water undertaker

“SuDS Works Scheme”:

A scheme detailing the proposed permanent management regime of the SuDS in perpetuity

“Summary Viability Report”

The summary report to be produced by the Valuer in relation to the Viability Reappraisal

“Surplus”

A value that shows an improved surplus or reduced deficit (as appropriate) as compared with the surplus/deficit figure set out in the Viability Appraisal representing the viability of the Development as a whole calculated as a result of undertaking the Viability Reappraisal

“Town Council”

The Fakenham Town Council of Fakenham Connect, Oak Street, Fakenham, Norfolk NR21 9DY

“Travel Plan”

Means a framework of options/measures to enable and encourage people to travel more sustainably and to reduce the need to travel being site and people specific such travel plan being in accordance with the overarching travel plan approved pursuant to condition 29 of the Planning Permission unless otherwise agreed with the County Council

“Travel Plan Bond”

Means a bond in the form annexed at Part 2 of Schedule 11

“Travel Plan Contribution

Means the sum of £530 per Dwelling or such other sum as the County Council may agree in writing towards the implementation of the Travel Plan for the Development

“Travel Plan Review Fee”

Means the sum of £2500 (payable in accordance with Schedule 11 over 5 instalments of £500) towards the monitoring by the County Council of the Travel Plan

“Travel Plan Update”

Means a Mode of Travel Survey prepared in consultation with the County Council detailing how the Approved Travel Plan has operated during the relevant period and its effectiveness

“Unencumbered”

Means (subject to the provisions of Schedule 10 and the terms of the School Land Specification) free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space as public open space or the Primary School as a primary school and all encumbrances which might result in additional cost or liability to the Council or the County Council not normally associated with the use of the Open Space or the Primary School used as a primary school

“Valuer”

A person appointed by the Council pursuant to Schedule 2 who shall be a suitably qualified and experienced with knowledge of the local property market and experienced in undertaking viability assessments and in the event of dispute as to the identity of the valuer the appointment shall be referable by either party for a determination pursuant to clause 6 of this Deed

“Viability Appraisal”

The independently verified viability assessment approved by the Council prior to the grant of the Planning Permission

“Viability Reappraisal(s)”

A reassessment of the Viability Appraisal in order to ascertain whether a Surplus arises and therefore whether a Deferred Affordable Housing Contribution is payable

“Working Days”:

Monday to Friday (inclusive) except public holidays in England

- 1.2 Where in this Deed reference is made to any recital, clause, appendix, schedule or paragraph such reference (unless the context otherwise requires) is a reference to a recital, clause, appendix, schedule or paragraph in this Deed.
- 1.3 Clause, schedule or paragraph headings shall not affect the interpretation of this Deed.
- 1.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations, unincorporated bodies or associations and firms and all such words shall be construed as interchangeable in that manner.
- 1.6 Wherever more than one person undertakes an obligation under this Deed all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 1.7 Any reference to an Act of Parliament or to subordinate legislation shall include any modification, extension or re-enactment of that Act of Parliament or subordinate legislation for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act of Parliament or subordinate legislation or deriving validity from them.
- 1.8 References to any Party shall include the successors in title to that Party and to any party deriving title through or under that Party and in the case of the Council and the County Council any successor to their respective statutory functions.

2 ENABLING POWERS

- 2.1 The Planning Obligations are enforceable by the Council and the County Council under section 106 of the Act and to the extent that any obligations are not planning obligations they are enforceable under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

3 CONDITIONALITY

3.1 This Deed is conditional upon:

3.1.1 the grant of the Planning Permission; and

3.1.2 Commencement

save for the provisions of this clause and clauses 1 (Definitions and Interpretation), 4 (Obligations) insofar as this contains obligations which relate to pre-Commencement requirements, 5 (Agreements and Declarations), 6 (Disputes) and 9 (Jurisdiction) and any other relevant provisions necessary to make this Deed operational, which shall come into effect immediately upon completion of this Deed.

4 THE OBLIGATIONS

4.1 The Owners covenant with the Council so as to bind their legal interests in the Site to observe and perform the covenants in Schedules 1 to 9

4.2 The Owners covenant with the County Council so as to bind their legal interests in the Site to observe and perform the covenants in Schedules 10 and 11

4.3 The Owners covenant with the Council and the County Council so as to bind their legal interests in the Site to:

4.3.1 give the Council and the County Council at least five Working Days' notice in writing in advance of the anticipated date of Commencement of each Phase

4.3.2 save in respect of individual Dwellings, give the Council and the County Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the Planning Obligations have been discharged such notice to give details of the transferee's full name and registered office (if a company) or usual or principal address (if not) together with the area of the Site or unit of occupation purchased or transferred by reference to a plan

4.3.3 notify the Council and the County Council of the reaching of any of the Commencement, Completion, Occupation or other thresholds (including payment thresholds) relating to the Planning Obligations such notification to be given within 10 Working Days of reaching such threshold

4.4 The Council covenants with the Owners as set out in Schedule 12 and as set out in other Schedules to this Deed which contain obligations on the Council

4.5 The County Council covenants with the Owners as set out in Schedule 13

5 AGREEMENTS AND DECLARATIONS

5.1 The Parties agree and declare as follows:

5.1.1 On or before completion of this Deed the Owners shall pay to the Council and the County Council their reasonable legal costs incurred in connection with the preparation and completion of this Deed

5.1.2 On or before the Commencement the Owners shall pay to the County Council the County Council Monitoring Sum

5.1.3 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

5.1.4 This Deed shall be registered as a local land charge by the Council

5.1.5 Nothing in this Deed shall be construed as restricting the exercise by the Council, the County Council or any other competent authority of any powers exercisable by it under the Act or under any statute, regulation or byelaws

5.1.6 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) granted (whether or not on appeal) after the date of this Deed **PROVIDED ALWAYS** that this Deed shall remain in full force and effect in relation to the Planning Permission 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 under the provisions of the Act

5.1.7 Subject only to the provisions of section 106A of the Act and where otherwise expressly set out in this Deed, the terms and conditions of this Deed shall only be capable of being varied by a supplemental deed in writing executed by or on behalf of the Parties or their successors in title

5.1.8 No waiver (whether express or implied) by the Council or the County Council of any breach or default 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 or the County Council from enforcing any of the terms and conditions of this Deed or from acting upon any subsequent breach or default by the Owners

5.1.9 This Deed shall cease to have effect if the Planning Permission is quashed, revoked, expires or is otherwise withdrawn before the date of Commencement

5.1.10 In the event that any new planning applications are made in respect of the Development under section 73 of the Act, the Parties agree and declare that, with effect from the date that any new planning permission is granted under section 73 of the Act;

(i) the obligations in this Deed shall, in addition to binding the Site in respect of the Development, relate to and bind the Site in respect of any development carried out under any planning permission granted under section 73 of the Act; and

(ii) the definitions of Development, Application and Planning Permission shall be interpreted so as to include references to any applications made and any permissions granted under section 73 of the Act and any development permitted by any such permissions

unless and until this Deed is varied or amended PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and in the event that upon receipt of an application under section 73 of the Act the Council considers that the obligations contained in this Deed should be varied or amended it is agreed and declared that the Council retain the right to refuse any such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations.

5.1.11 No person or body shall be liable for any breach of this Deed which first occurs after they shall have disposed of all of their legal interest in the Site or the part thereof on which the breach occurs or where it has no interest in the part of the Site in respect of which the breach occurs and for the

avoidance of doubt the benefit of an easement shall not count as a legal interest for the purposes of this paragraph

5.1.12 The obligations in this Deed shall not be binding upon or enforceable against:

- (i) any owner or occupier of an individual Dwelling
- (ii) a mortgagee of an individual Dwelling acting under its powers of possession or sale;
- (iii) any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services

5.1.13 Subject to clause 5.1.12(ii) a mortgagee of all or any part of the Site will not incur any liability for any breach of the obligations contained in this Deed unless and until it becomes a mortgagee in possession of the Site or any part thereof or appoints a receiver or administrative receiver under a security **PROVIDED THAT** (i) any mortgagee, receiver or administrative receiver shall only be liable for any breach that it has caused whilst mortgagee in possession and shall not be liable for any pre-existing breach but (ii) any sale by any mortgagee, receiver or administrative receiver shall itself be subject to any pre-existing breach and such breach shall be binding on any successor in title to the relevant mortgagee, receiver or administrative receiver.

5.1.14 Where any approval, consent or agreement is required from any Party, such approval, consent or agreement shall be given expeditiously and shall not be unreasonably withheld or delayed

5.1.15 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 served or to whom it is to be given at:

- (i) its address given in this Deed; or

(ii) such other address as may be notified in writing from time to time to the other Parties for the purpose of this Deed.

5.1.16 It is agreed that the obligations in Schedules 1-11 which are expressed to relate to a Phase or part of the Site shall relate to and be enforceable only against that Phase or part of the Site on which or in respect of which the said obligations fall to be performed separately from other such Phase, parts or part of the Site (with the intention that any breach in relation to any such obligation in respect of any such part shall not amount to a breach of the same in respect of any other Phase or part of the Site)

5.1.17 The Parties agree to use reasonable endeavours to seek to secure available grant or government funding in respect of the infrastructure costs created by the Development

5.1.18 The Council and the Owners agree to apply such grant or government funding once received to the Development and to take the same into account as part of the next Viability Reappraisal to be undertaken in accordance with Schedule 2 if an application for such funding is successful and has or is likely to have an impact on the amount of Affordable Housing and Minimum Requirement which may be viably delivered as part of the Development. For the avoidance of doubt the entire benefit of any infrastructure grant obtained by the Council or the Owners in relation to the Development will be used towards a Deferred Affordable Housing Contribution and shall not be split 60:40 between this purpose and further profit.

5.1.19 The Council agrees to keep the Owners fully informed in writing of any application they make for grant or government funding in respect of the infrastructure costs created by the Development and of any such grant of government funding duly received and any notification of any application or receipt pursuant to this clause shall include details of the amount sought or received and its intended purpose.

6 DISPUTES

6.1 In the event of any dispute or difference arising between the Owners and the Council or the County Council in respect of the obligations contained in this Deed other than a dispute or difference relating to a question of law or the interpretation of this Deed the

dispute shall be referred within 15 Working Days of being identified in writing by the parties to the dispute as such a dispute or difference to a professional Expert of not less than 10 years' experience in the field which is in dispute between them and:

- 6.1.1 such Expert shall be agreed between the parties to the dispute or in default of agreement appointed by the President of the Law Society;
- 6.1.2 upon the appointment of the Expert the parties to the dispute shall have the opportunity within 20 Working Days to make submissions to him in writing copied to each other stating their case in connection with the dispute;
- 6.1.3 the parties to the dispute may each make further written submissions to the Expert within a further 10 Working Days on any matter arising out of the written submission to the Expert of the other;
- 6.1.4 the Expert shall make a written finding within a further 15 Working Days after the expiry of the 10 Working Day period referred to in clause 6.1.3 above and send copies to the parties to the dispute;
- 6.1.5 the Expert's costs shall be borne in such proportions as he may direct failing which each party to the dispute shall bear its own costs of the reference and determination and a proportion of the Expert's costs calculated by dividing those costs by the number of parties to the dispute;
- 6.1.6 the Expert's decision shall be final and binding upon the parties to the dispute save in the case of an error that is obvious or easily demonstrable without extensive investigation;
- 6.1.7 the parties to the dispute may at any time agree to extend the time scales set out in this clause 6; and
- 6.1.8 nothing in this clause 6 shall apply to the recovery of a liquidated sum or prevent the Parties from commencing or continuing court proceedings.

7 INDEXATION AND INTEREST

- 7.1 Any sum required to be paid in accordance with the terms of this Deed and any sum expressed to be a total sum which shall not be exceeded shall be Index-Linked.

7.2 If any sum required to be paid in accordance with the terms of this Deed is paid late, Interest will be payable on the outstanding sum from the date payment is due to the date of payment.

8 VAT

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

9 JURISDICTION

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

IN WITNESS of which the parties to this Deed have executed this document as a Deed on the date first written

SCHEDULE 1

AFFORDABLE HOUSING

The Owners covenant with the Council:

- 1 Not to submit the first Reserved Matters Application for any Phase until the Phase Affordable Housing Scheme for that Phase has been submitted to the Council for approval (such approval not to be unreasonably withheld or delayed).
- 2 With any Reserved Matters Application relating to a Residential Reserved Matters Area to submit for approval in writing by the Council (such approval not to be unreasonably withheld or delayed) a Residential Reserved Matters Area Affordable Housing Scheme and not to submit a Reserved Matters Application for any Residential Reserved Matters Area unless a Residential Reserved Matters Area Affordable Housing Scheme has also been submitted.
- 3 Not to Commence the first Affordable Dwelling of any Residential Reserved Matters Area until the Residential Reserved Matters Area Affordable Housing Scheme for that Residential Reserved Matters Area has been approved and the identity of the Registered Provider for that Residential Reserved Matters Area has been submitted to the Council for approval (such approval not to be unreasonably withheld or delayed).
- 4 Not to cause or permit Commencement on a Residential Reserved Matters Area until all elements of the Residential Reserved Matters Area Affordable Housing Scheme for that Residential Reserved Matters Area have been approved by the Council in writing and to thereafter (subject to the remainder of this Schedule 1) provide the Affordable Dwellings for that Residential Reserved Matters Area in accordance with the relevant approved Residential Reserved Matters Area Affordable Housing Scheme.
- 5 Not to provide the Affordable Dwellings other than in accordance with the provisions of this Schedule 1.
- 6 That the Affordable Dwellings shall be designed and constructed to a standard approved by the Council or, subject to the Council's prior written consent, the Registered Provider due to take transfer of the Affordable Dwellings.

7 Not to cause or permit the Completion of:

7.1 more than 50% of the Open Market Dwellings in a Residential Reserved Matters Area until 50% of the Affordable Dwellings in that Residential Reserved Matters Area have been Completed and transferred to the Council or a Registered Provider at a price which does not require Public Subsidy from the Regulator, the Council or another public body for the Affordable Dwellings to be used as Affordable Housing in accordance with the terms of this Deed or an Affordable Housing Contribution has been agreed in accordance with the provisions of this Schedule; and

7.2 more than 80% of the Open Market Dwellings in a Residential Reserved Matters Area until 100% of the Affordable Dwellings in that Residential Reserved Matters Area have been Completed and transferred to the Council or a Registered Provider at a price which does not require Public Subsidy from the Regulator, the Council or another public body for the Affordable Dwellings to be used as Affordable Housing in accordance with the terms of this Deed or an Affordable Housing Contribution has been agreed in accordance with the provisions of this Schedule.

7.3 Where the Council notifies the Owners pursuant to Schedule 2 of a Deferred Affordable Housing Contribution, the following provisions shall apply:

7.3.1 the Council and the Owners will (acting reasonably) agree the number, tenure and size of the Additional Affordable Housing units that the Deferred Affordable Housing Contribution is equivalent to and in the absence of agreement such dispute shall be referable by either party for a determination pursuant to **clause 6** of this Deed PROVIDED THAT in relation to any Deferred Affordable Housing Contribution arising from a Final Review the Owners may in their absolute discretion elect to pay the Deferred Affordable Housing Contribution to the Council as a financial contribution towards the provision of off-site affordable housing instead of delivering Additional Affordable Housing units on site in which case

(a) the Owners shall pay the relevant amount of Deferred Affordable Housing Contribution prior to the Occupation of 900 Dwellings; and

- (b) the provisions of paragraphs 7.3.2, 7.3.3 and 7.3.4 shall not apply in relation to that Deferred Affordable Housing Contribution
- 7.3.2 the Owners shall not cause or permit Occupation of more than 10 further Dwellings following notification by the Council under paragraph 7.3.1 until they have submitted a programme for the provision of the Additional Affordable Housing agreed pursuant to **paragraph 2** above to the Council for its approval and shall not cause or permit the Occupation of more than 10 further Dwellings until the Council has approved the submitted programme;
- 7.3.3 the Phase Affordable Housing Scheme for the next and subsequent Phases shall reflect, or where necessary be amended to reflect, the agreed programme for the provision of the Additional Affordable Housing (having not benefited from a submitted Reserved Matters Application or an approval thereto);
- 7.3.4 the Residential Reserved Matters Area Affordable Housing Scheme for any such subsequent Residential Reserved Matters Area where Additional Affordable Housing may be provided shall be updated to include the Additional Affordable Housing and the Additional Affordable Housing shall be delivered in accordance with the amended Phase Affordable Housing Scheme and the relevant Residential Reserved Matters Area Affordable Housing Scheme;
- 7.3.5 the Parties agree that the Agreed Requirement for any Residential Reserved Matters Area shall not exceed the Maximum Requirement for that Residential Reserved Matters Area unless otherwise agreed in writing by the Owners and the Council following a Viability Reappraisal, the granting of infrastructure funding in relation to the Development or otherwise; and
- 7.3.6 the Parties further agree that the provision of the Agreed Requirement across the Development as a whole (including through the payment of a financial contribution towards off-site provision) in accordance with the terms of this Deed shall not exceed the Maximum Requirement unless otherwise agreed in writing by the Owners and the Council following a Viability Reappraisal, the

granting of infrastructure funding in relation to the Development or otherwise;

the parties hereby agree that the Owners may at any time secure any necessary and relevant reserved matters approval for the Development to assist and inform the Viability Reappraisal PROVIDED THAT the Owners covenant not to implement any such reserved matters approval where it would conflict with or prevent the provision of any Additional Affordable Housing agreed pursuant to this Schedule.

- 8 The Owners of any Residential Reserved Matters Area which is the subject of a Residential Reserved Matters Area Affordable Housing Scheme shall actively seek to enter into a contract for the transfer of the Affordable Housing to be erected within that Residential Reserved Matters Area to a Registered Provider prior to the Commencement of Development on that Residential Reserved Matters Area and will use reasonable endeavours to secure that such a contract is entered into within a period of six months commencing with the date on which the Owners first invite a Registered Provider to bid for the Affordable Housing in that Residential Reserved Matters Area provided that such six month period shall not commence or be deemed to commence unless a Residential Reserved Matters Area Affordable Housing Scheme has been approved for the relevant Residential Reserved Matters Area .
- 9 As part of the Owners obligations in **paragraph 8** of this Schedule the Owners (subject to maintaining commercial confidentiality) will give written notice to the Council of the commencement of the specified six month period and will make information available to the Council within a reasonable time of being requested in writing to do so by the Council as to the measures taken including the number of Registered Providers approached (which as a minimum will be 3 (three) Registered Providers) and evidence that where guide prices have been used they have been reasonable guide prices and shall invite bids from any Registered Providers nominated by the Council within a period of four weeks from the date of the notice given to the Council and take account of any reasonable recommendations the Council may make to facilitate entering into a contract with an Registered Provider.
- 10 The Owners shall after two months of the six month period (as referred to in paragraph 8 of this Schedule) elapsing, inform the Council of its right to request transfer of the relevant Affordable Housing in accordance with the following:

- 10.1 the Council may within the last month of the six month period above give notice in writing to the Owners that they wish to acquire any Affordable Housing in the Residential Reserved Matters Area in question in respect of which a contract has not by then been entered into between the Owner and a Registered Provider or otherwise not the subject of a contract for their disposal;
- 10.2 if the Council states that it wishes to acquire any of the Affordable Housing within a Residential Reserved Matters Area the consideration for the transfer of such Affordable Housing shall be reasonable in the circumstances such consideration to be agreed (each party acting reasonably and co-operating) or in the absence of agreement the question may be referred by either party for expert determination pursuant to **clause 6** of this Deed and following such determination the Council shall within one week confirm whether it wishes to acquire the relevant Affordable Housing at that consideration; and
- 10.3 if the Council states that it wishes to acquire any of the Affordable Housing within a Residential Reserved Matters Area it shall enter into a contract to do so as soon as practicable (and in any event within one month or such other period as may be agreed between the parties) after consideration has been agreed or determined PROVIDED THAT where the Council indicates that it is not prepared to pay the consideration determined by the expert determination pursuant to **paragraph 10.2** of this Schedule then the provisions at **paragraph 11** below shall apply.
- 11 If by the expiry of the six month period referred to in **paragraph 8 of this Schedule**, (time being of the essence) the Council has not given notice in writing to the Owners that it wishes to acquire any Affordable Housing in the Residential Reserved Matters Area or if the Owners and the Council so agree at an earlier time then provided that the Owners have demonstrated to the reasonable satisfaction of the Council that they have used reasonable endeavours to enter into a contract with a Registered Provider and that they have been unable to secure a contract for the transfer of the Affordable Housing in the relevant Residential Reserved Matters Area or any of those Affordable Dwellings the Owners shall:
- 11.1 propose to the Council an alternative Residential Reserved Matters Area Affordable Housing Scheme ("**Alternative Scheme**") which may include a tenure mix other than the Preferred Tenure Mix and which may be based on a specific offer received from a Registered Provider or on some alternative

proposal which the Owners reasonably believe will result in a contract for the transfer of the Affordable Housing to a Registered Provider and the Council shall (acting reasonably) give notice in writing to the Owners within 28 days of receipt of the Alternative Scheme that it approves or rejects such Alternative Scheme. For the avoidance of doubt, it shall be reasonable for the Council to reject an Alternative Scheme where the preference is to reduce the number of Affordable Dwellings rather than to vary the tenure mix and any revised tenure mix shall have due regard to (i) the original tenure mix (ii) the needs of the Council at the relevant time and (iii) the attractiveness to a Registered Provider;

11.2 where the Council approves an Alternative Scheme based on a specific offer from a Registered Provider the Owners shall then use reasonable endeavours to enter into a contract for the transfer of the Affordable Housing in that Residential Reserved Matters Area to that Registered Provider or an alternative Registered Provider in accordance with the Alternative Scheme within three months or such extended period as may be reasonable and agreed between the parties of the date of such approval;

11.3 where the Council approves an Alternative Scheme in a Residential Reserved Matters Area based on proposals that the Owners believe will result in a contract for the transfer of the Affordable Housing specified in the Alternative Scheme the Owners will from the date of approval and for a period of three months actively seek to transfer such Affordable Housing in that Residential Reserved Matters Area in the manner specified in **paragraphs 8 and 9** above so far as such provisions are relevant.

12 Where:

12.1 the Council reject an Alternative Scheme in accordance with **paragraph 11.1**;
or

12.2 the Owners are unable to enter into a contract with a Registered Provider in respect of the whole or any part of the Affordable Housing within a Residential Reserved Matters Area (to be delivered in accordance with the Residential Reserved Matters Area Affordable Housing Scheme or an Alternative Scheme) in accordance with the provisions of this **paragraph 12**

12.3 then the following provisions will apply and for the avoidance of doubt no restrictions on the sale of Open Market Dwellings up to 50% within that

Residential Reserved Matters Area shall apply (in accordance with **paragraph 7.1** of this Schedule, unless otherwise agreed in writing):

- 12.4 the Owners will provide the Council with a list of any remaining Affordable Dwellings in the Residential Reserved Matters Area that have not been transferred to a Registered Provider together with the Affordable Housing Value for that Residential Reserved Matters Area ; and
 - 12.5 following receipt of the Affordable Housing Value the Council shall act reasonably and without undue delay to instruct and obtain an expert valuation consultant's report to advise the Council on the Affordable Housing Value and the documentation submitted in support of this by the Owners (and the Owners shall promptly reimburse the Council for its reasonable costs incurred in relation to this) and the Council shall within four weeks give notice to the Owners whether it agrees or disagrees with the Affordable Housing Value and where the Council disagrees the Owners and the Council shall co-operate and use reasonable endeavours to agree the Affordable Housing Value and in the event that agreement cannot be reached either party may refer any dispute for resolution pursuant to **clause 6**.
- 13 Following agreement or determination of the Affordable Housing Value under paragraph 12 the Owners shall within two months confirm the quantum and arrangement for payment to the Council of a financial contribution:
- 13.1 PROVIDED ALWAYS that the contribution shall represent a sum of money in lieu of and in complete replacement of full on-site delivery of the relevant Affordable Housing within that Residential Reserved Matters Area which represents a fair and equivalent contribution in lieu of such on-site provision, such sum to be agreed between the Owners and the Council or determined in accordance with **clause 6** of this Deed (the "**Affordable Housing Contribution**");
 - 13.2 the Affordable Housing Contribution will be paid in three instalments as follows or immediately if the trigger in question has passed at the date on which it is agreed:
 - 13.2.1 40% paid on the first Occupation of 50% of the Open Market Dwellings erected on the Residential Reserved Matters Area ;

- 13.2.2 a further 20% prior to Occupation of 60% of the Open Market Dwellings on the Residential Reserved Matters Area ; or
 - 13.2.3 the balance of 40% prior to Occupation of 80% of the Open Market Dwellings in that Residential Reserved Matters Area .
- 14 That the Affordable Dwellings are to be transferred to a Registered Provider, to provide and require in the transfer documentation that immediately upon exchange of contracts for the transfer the Registered Provider shall enter into a Nominations Agreement.
- 15 Any transfer of Affordable Dwellings to a Registered Provider shall be free from encumbrances and shall contain, amongst other provisions, a grant in favour of the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Dwellings by the Registered Provider and the reservation of such rights of access, passage of services and rights of entry as may be reasonably necessary for the purposes of the Development.
- 16 That, subject to paragraph 17, the Affordable Dwellings will be protected in perpetuity as Affordable Housing unless
 - 16.1 an Affordable Dwelling is acquired through any statutory preserved right to buy or the voluntary right to buy
 - 16.2 an Affordable Dwelling is repossessed by a mortgagee of a Shared Ownership Dwelling
 - 16.3 the lessee of a Shared Ownership Dwelling increases the share they own up to 100% ownershipin which case any receipt is to be reinvested in the provision of Affordable Housing within the District.
- 17 The obligations in this Schedule 1 shall not be binding on:
 - 17.1 any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from the Protected Tenant or any successor in title and their respective mortgagees and chargees;

17.2 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty at paragraph 17 of this Schedule or any person deriving title from such Chargee;

17.3 any successor in title to persons referred to in 16.1 or 16.2 above.

18 The Chargee shall prior to seeking to dispose of any Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than two months' prior written notice to the Council of its intention to dispose and;

18.1 in the event that the Council responds within two months from receipt of the notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer

18.2 if the Council does not serve its response to the notice served under paragraph 18 within the two months then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule

18.3 if the Council or any other person cannot within one month of the date of service of its response under paragraph 18.1 secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 18.1 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 18 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

SCHEDULE 2

VIABILITY REAPPRAISAL

Part 1- Viability Reappraisals and the Deferred Affordable Housing Contribution

The Owners and the Council agree as follows:

1 Viability Reappraisal Process

1.1 Each Viability Reappraisal shall be undertaken in accordance with the following:

1.1.1 the Owners shall write to the Council requesting that the Council instruct a Valuer to promptly review the Viability Reappraisal and produce a Summary Viability Report of the Viability Reappraisal to the Council in order for the Council to calculate the Deferred Affordable Housing Contribution in accordance with this Schedule and the Council shall within twenty Working Days notify the Owners in writing of the appointment of the instructed Valuer;

1.1.2 the Owner shall provide the Viability Reappraisal and all relevant information required for the Valuer to undertake the review of the Viability Reappraisal and for the Valuer to produce a Summary Viability Report such information shall be provided to the Valuer within twenty Working Days of the date of the written confirmation from the Council having been received by the Owners of the Valuer's appointment and contact details PROVIDED THAT:

(i) the Owners shall supply the Council and the Valuer with un-redacted copies of the original Viability Appraisal together with any subsequent Viability Reappraisals that the Owners have been required to produce previously in accordance with the provisions of this Schedule;

(ii) if the Valuer determines additional information is necessary for their understanding of any part of the Viability Reappraisal and for the Valuer's preparation of the Summary Viability Report then the Owners and/or the Council (as applicable depending on which party has access or control of such relevant information) shall promptly submit such additional information to the Valuer PROVIDED THAT the Valuer shall

either request additional information or provide confirmation to both the Owners and the Council that no additional information is required within fifteen Working Days of the Owners supplying the information pursuant to paragraph 1.1.2(i) above and PROVIDED FURTHER THAT following the Owners and/or the Council supplying any additional information pursuant to this paragraph 1.1.2(ii) the Valuer shall either request additional information or provide confirmation to both the Owners and the Council that no additional information is required within ten Working Days of the Owners and/or the Council supplying the additional information;

1.1.3 in the event that the Owners fail to provide the required information in accordance with paragraph 1.1.2 of this Schedule then the Council shall use data provided by an independent surveyor to perform the Viability Reappraisal;

1.1.4 the Owners shall pay all reasonable costs incurred by the Council in relation to the appointment of the Valuer (and if applicable the independent surveyor) and any administrative and/or officer time in dealing with any requests of the Valuer (and if applicable the independent surveyor), the review and approval of any Summary Viability Report and attendance at any meetings associated with the Summary Viability Report or any other aspect relating to viability.

1.2 The Council covenants with the Owners:

1.2.1 that the Council shall within ten Working Days of receipt of the Viability Reappraisal instruct the Valuer to assess the Viability Reappraisal and all other relevant information as may be required by the Valuer under paragraph 1.1.2(ii) of this Schedule and to prepare the Summary Viability Report; and

1.2.2 that the Council shall instruct the Valuer to submit a copy of the Summary Viability Report to the Owners simultaneously with providing a copy to the Council for approval following the Valuer preparing the Summary Viability Report AND to submit the Summary Viability Report as provided for by this paragraph within twenty

Working Days of the Valuer confirming in accordance with paragraph 1.1.2(ii) that no additional information is required.

- 1.3 Following the issue of the Summary Viability Report by the Valuer the Council may request a meeting with the Valuer to scrutinise the content and output of the Summary Viability Report and background data PROVIDED THAT any such meeting may also be attended by the Owners.
- 1.4 The Council and Owners shall within twenty Working Days from receipt of the Summary Viability Report seek to agree the Summary Viability Report PROVIDED THAT if the Summary Viability Report is not agreed by the Owners and the Council by the expiry of this twenty Working Day period the following provisions shall apply:
 - 1.4.1 the Owners and the Council may decide that the reasons that the Summary Viability Report has not been agreed should be presented in writing to the Valuer in order that the Valuer may consider whether in their professional judgment these reasons mean any changes may be necessary to the Summary Viability Report. The Valuer shall be given a further twenty Working Day period commencing from the receipt of the last of the written requests to be served on the Valuer by both the Owners and the Council to revisit the Summary Viability Report and prepare a Revised Summary Viability Report such requests also setting out the reasons the Summary Viability Report had not been agreed and being accompanied by relevant information necessary to support the reasons PROVIDED THAT if the Valuer determines at any time from receipt of the written requests that additional information is necessary for his understanding of any of the reasons set out in the written requests for the Valuer's preparation of the Revised Summary Viability Report then the Owners and/or the Council (as applicable depending on which party has access or control of such relevant information) shall promptly submit such additional information to the Valuer AND the twenty Working Day period shall commence on receipt of confirmation from the Valuer that no additional information is required PROVIDED FURTHER THAT following the Owners and/or the Council supplying any additional information pursuant to this paragraph the Valuer shall either request additional information or

provide confirmation to both the Owners and the Council that no additional information is required within ten Working Days of the Owners and/or Council supplying the additional information; and

1.4.2 if the Owners and the Council do not agree to revert to the Valuer for a Revised Summary Viability Report within twenty Working Days of the date set out in paragraph 1.4 of this Part of this Schedule then the disagreement relating to conclusions of the Summary Viability Report shall be referable by either party for a determination pursuant to clause 6 of this Deed.

1.5 If the Owners and the Council do not agree the Revised Summary Viability Report within twenty Working Days of the date of the Revised Summary Viability Report the disagreement relating to conclusions of the Revised Summary Viability Report shall be referable by either party for a determination pursuant to clause 6 of this Deed.

1.6 The Owners and the Council agree that nothing in the Viability Reappraisal process set out in this Deed is intended to have retrospective effect and that any change to the required provision of Affordable Housing shall relate to future Phases of the Development and shall not be deemed to refer back to any previous Phase.

2 Viability Reappraisal Timetable

A Viability Reappraisal shall be undertaken at each of the following stages of development and in any case not less than once every five years from the date of Commencement until the Final Review, following which no further Viability Reappraisal will be required:

2.1 (if relevant) prior to Commencement if Commencement has not occurred within a period of three years from the date of grant of the Planning Permission (the "**First Review**");

2.2 prior to the earliest of the submission of the first Reserved Matters Application relating to Phase 3 (if such a Phase is approved pursuant to condition 6 of the Planning Permission) or the expiry of a period of five years from the date of Commencement or the Occupation of 450 Dwellings (the "**Second Review**");

- 2.3 prior to the earliest of the submission of the first Reserved Matters Application relating to Phase 4 (if such a Phase is approved pursuant to condition 6 of the Planning Permission) or the expiry of a period of ten years from the date of Commencement (the "**Third Review**");
- 2.4 following the Third Review prior to the expiry of each subsequent five year period from the date of Commencement until the Final Review stage is reached (each a "**Subsequent Review**")
- 2.5 (if relevant) if more than four Phases are approved pursuant to condition 6 of the Planning Permission prior to the submission of the first Reserved Matters Application relating to any such further Phase (the "**Further Review**"); and
- 2.6 prior to Occupation of more than 800 Dwellings the Owners will provide all necessary information to the Council and will not cause or permit the Occupation of more than 850 Dwellings until a Viability Reappraisal has been carried out (the "**Final Review**") PROVIDED THAT if any other Viability Reappraisal has been carried out pursuant to paragraphs 2.1 – 2.4 of this Schedule 2 within the previous 12 months then no further Viability Reappraisal shall be required by this paragraph 2.6 and the provisions in this Deed relating to the Final Review shall relate to that other Viability Reappraisal carried out within the timescale referred to in this paragraph 2.6

PROVIDED ALWAYS THAT if a Viability Reappraisal has been carried out within a 12 month period of when the next Viability Reappraisal falls due then the Owners are not required to carry out that next Viability Reappraisal

3 Calculation of Deferred Affordable Housing Contribution

Within fifteen Working Days of the Summary Viability Report or Revised Summary Viability Report being agreed by the Council and the Owners or determined by the Expert as may be the case pursuant to paragraph 1.5, the Council shall:

- 3.1 confirm in writing to the Owners any Surplus identified in the Summary Viability Report or Revised Summary Viability Report; and
- 3.2 where a Surplus is identified in the Summary Viability Report or Revised Summary Viability Report, calculate the Deferred Affordable Housing Contribution in accordance with Part 2 of this Schedule; and

3.3 where a Deferred Affordable Housing Contribution has been calculated, notify the Owners in writing of the quantum of the Deferred Affordable Housing Contribution (following which the provisions of Schedule 1 paragraph 7.3 shall apply)

and for the avoidance of doubt it is agreed that the Owners may retain as profit the remaining 40% of any Surplus following any Deferred Affordable Housing Contribution calculation and that this shall be protected as profit in any future Viability Reappraisal by adding the Owners' 40% share to the Aggregate Baseline Total Plot Value from time to time

Part 2- Calculation of the Deferred Affordable Housing Contribution

The Deferred Affordable Housing Contribution for any Phase in which the Viability Reappraisal undertaken during that Phase produces a Surplus is calculated in accordance with the following formulae (and as referenced in the worked example shown in Appendix 7):

$$A = ((C - B) \times 60\%) + G$$

Where:

A = the Deferred Affordable Housing Contribution

B = the Aggregate Baseline Total Plot Value

C = the Aggregate Enhanced Total Plot Value

G = the value of any infrastructure grant funding received or committed by the Council or the Owners or the cost saving resulting in the delivery of any infrastructure obligations by the Council or County Council instead of the Owners as confirmed in writing by either the Council or County prior to the Information Date

Where:

B is calculated by the following formula:

$$B = (W + BPV + D) - (X + Y(1) + Z)$$

C is calculated using the following formula:

$$C = (S + APV + E) - (T + Y(2) + U)$$

Where:

D = the total anticipated aggregate revenue from the sale of serviced non-residential land including but not limited to the Hotel Site, Employment Site, and Local Centre Site whether sold as whole sites or in part

E = the total forecast and actual aggregate revenue from the sale of serviced non-residential land including but not limited to the Hotel Site, Employment Site, and Local Centre Site whether sold as whole sites or in part

W = the aggregate gross internal area for total Open Market Dwellings and Affordable Dwellings in the Development (excluding garage floor space) anticipated in the Viability Appraisal multiplied by the Baseline Sales Value

BPV = base plot value being the aggregate revenue of the Self-Build and Custom Plots anticipated in the Viability Appraisal

X = aggregate gross internal area for total Open Market Dwellings and Affordable Dwellings in the Development (excluding garage floor space) anticipated in the Viability Appraisal multiplied by Baseline Build Cost

Y(1) = Total anticipated cost of compliance with this Deed or the Development plus the total anticipated Development Costs for the Development (as assessed in the Viability Appraisal)

Y(2) = Total actual cost of compliance to the Information Date with this Deed (including for the avoidance of doubt Indexation and any Deferred Affordable Housing Contributions paid pursuant to previous Viability Reappraisal(s) for the Development together with the forecast cost of compliance with this Deed for the remainder of the Development following the Information Date (including for the avoidance of doubt Indexation) plus the total actual Development Costs to the Information Date for the Development together with the anticipated Development Costs for the remainder of the Development following the Information Date

Z = Developer's Profit Margin of W and the Marketing Costs of W

S = Total gross internal area of Open Market Dwellings and Affordable Dwellings disposed of at the Information Date (excluding garage floor space) multiplied by Actual Sales Value achieved by Open Market Dwellings and Affordable Dwellings sold at the Information Date together with the anticipated gross internal area of the Open Market Dwellings and Affordable

Dwellings (excluding garage floor space) in the remainder of the Development following the Information Date multiplied by the Forecast Sales Value

APV = actual plot value being the aggregate revenue of the Self-Build and Custom Plots sold to date plus the forecast of any such revenue for the Self-Build and Custom Plots unsold to date

T = Actual Build Cost multiplied by the total gross internal area of Open Market Dwellings and Affordable Dwellings disposed of at the Information Date (excluding garage floor space) together with the anticipated gross internal area of the Open Market Dwellings and Affordable Dwellings (excluding garage floor space) in the remainder of the Development following the Information Date multiplied by the Forecast Build Cost

U = Developer's Profit Margin of S and the Marketing Costs of S.

SCHEDULE 3

CONTRIBUTIONS

The Owners covenant with the Council:

- 1 Not to cause or permit any Occupation in any Residential Reserved Matters Area unless and until the SPA/SAC Contribution for that Residential Reserved Matters Area has been paid to the Council.
- 2 Not to cause or permit the Occupation of more than 30% of the Open Market Dwellings in any Residential Reserved Matters Area unless and until the Off Site Clipbush Park Contribution for that Residential Reserved Matters Area has been paid to the Council.
- 3 Not to cause or permit the Occupation of more than 30% of the Open Market Dwellings in any Residential Reserved Matters Area unless and until the Off Site Indoor Sports Contribution for that Residential Reserved Matters Area has been paid to the Council.
- 4 Not to cause or permit the Occupation of more than 30% of the Open Market Dwellings in any Residential Reserved Matters Area unless and until the Fakenham Town Centre Improvements Contribution for that Residential Reserved Matters Area has been paid to the Council

SCHEDULE 4

OPEN SPACE

The Owners covenant with the Council:

- 1 Not to cause or permit Commencement on any Residential Reserved Matters Area unless and until
 - 1.1 the extent of the Unencumbered Open Space relating to that Residential Reserved Matters Area (if any) has been agreed with the Council in accordance with details agreed pursuant to the Planning Permission; and
 - 1.2 the Open Space Works Scheme and the Allotments Maintenance, Management and Allocations Scheme for that Residential Reserved Matters Area have been submitted to and approved in writing by the Council
- 2 Not to cause or permit Occupation of more than 60% percent of the Dwellings in any Residential Reserved Matters Area unless and until the Open Space Unencumbered and the Allotments for that Residential Reserved Matters Area (if any) have first been provided in accordance with the Planning Permission and the Allotments Maintenance, Management and Allocations Scheme to the written satisfaction of the Council
- 3 From then on to maintain the Unencumbered Open Space and the Allotments for that Residential Reserved Matters Area (if any) in accordance with the Open Space Works Scheme and the Allotments Maintenance/Management and Allocations Scheme as the case may be to a standard suitable for use by members of the public as approved by the Council until such time as the Unencumbered Open Space for that Residential Reserved Matters Area has been transferred to an Open Space Nominated Body in accordance with the provisions contained in this Deed
- 4 Not to cause or permit Occupation of any Dwellings unless and until it has served upon the Council a notice requesting agreement by the Council of the Open Space Nominated Body
- 5 Not to cause or permit Occupation of any Dwellings unless and until:
 - 5.1 in the event that the Open Space Management Company is the Open Space Nominated Body:

5.1.1 the Open Space Management Company has been created to the satisfaction of the Council; and

5.1.2 the memorandum and articles of association together with the form of transfer of the Open Space Unencumbered to the Open Space Management Company have been submitted to the Council for approval and have been approved by the Council prior to the transfer taking place

or

5.2 in the event that the Open Space Nominated Body is the Council, the Town Council or a body funded by the Council:

5.2.1 the Open Space Maintenance Contribution has been paid to the Council

and

5.2.2 the Unencumbered Open Space has been unconditionally offered for transfer to the Open Space Nominated Body in accordance with the reasonable requirements of the Council (which for the avoidance of doubt includes a requirement for the Open Space to be transferred free from all encumbrances, restrictions or easements which might affect the use as Open Space or result in additional cost or liability to the Open Space Nominated Body not normally associated with the use of the Open Space) in consultation with the Open Space Nominated Body for a sum not exceeding one pound (£1.00) and subject to a restriction on the future use of the Open Space limiting it to recreational and amenity purposes by the general public

PROVIDED THAT the Open Space Nominated Body shall not be required to accept the transfer of the Open Space or any part thereof unless the relevant part has been provided in strict accordance with the Planning Permission.

SCHEDULE 5

SUSTAINABLE DRAINAGE SYSTEM

The Owners covenant with the Council:

- 1 Not to cause or permit Commencement of Development in any Residential Reserved Matters Area unless and until the nature of the SuDS for that Residential Reserved Matters Area has been agreed with the Council pursuant to the Planning Permission and the SuDS Works Scheme has been submitted to and approved in writing by the Council
- 2 Not to cause or permit Occupation of any of the Dwellings in any Residential Reserved Matters Area unless and until the SuDS for that Residential Reserved Matters Area has first been provided in accordance with the Planning Permission to the written satisfaction of the Council
- 3 To thereafter maintain the SuDS for that Residential Reserved Matters Area in accordance with the approved SuDS Works Scheme and to the approval of the Council until such time as the SuDS has been transferred to the SuDS Nominated Body
- 4 Not to cause or permit Occupation of any Dwellings unless and until it has served upon the Council a notice requesting agreement by the Council of the SuDS Nominated Body
- 5 In the event that the SuDS Management Company is the SuDS Nominated Body not to cause or permit Occupation of any of the Dwellings unless and until:
 - 5.1 the SuDS Management Company has been created to the satisfaction of the Council; and
 - 5.2 the memorandum and articles of association together with the form of transfer of the SuDS to the SuDS Management Company has been submitted to the Council for approval and has been approved by the Council prior to the transfer taking place
- 6 PROVIDED THAT the SuDS Nominated Body shall not be required to accept the transfer of the SuDS unless it has been provided in strict accordance with Planning Permission.

SCHEDULE 6

EMPLOYMENT SITE

The Owners covenant with the Council:

- 1 Not to cause or permit the Commencement of Development of any of the Open Market Dwellings in Phase 1 or Phase 2 beyond damp proof course level until the access road connecting to and from Thorpland Road, drainage and utilities services infrastructure comprising at least water, electricity, gas, internet/broadband, telecommunications and sewerage connections to and from all of the buildings proposed to be constructed on the Employment Site have been provided and fully installed to adoptable standards to the boundaries of the Employment Site or the relevant adjacent adoptable corridor, as appropriate, in order to fully service the Employment Site without requirement for any additional rights to be acquired over third party land **PROVIDED THAT** nothing in this paragraph prevents the construction and development of access roads, drainage and utilities services infrastructure on Phase 1 or Phase 2.
- 2 Not to cause or permit the Occupation of any of the Open Market Dwellings in Phase 1 or Phase 2 until the Employment Site Marketing Strategy has been submitted to and approved in writing by the Council.
- 3 Upon or as soon as reasonable practicable following the Occupation of 30% of the Open Market Dwellings in Phase 1 or Phase 2 (whichever is the earlier) to implement the Employment Site Marketing Strategy for a period of 5 years or until such time as the Employment Site becomes Occupied for a continuous period of 12 months, if earlier
- 4 At the end of the 5 year period referred to in paragraph 3 above:
 - 4.1 if the Owners have been unable to dispose (whether by way of freehold or long leasehold) of the Employment Site or any part thereof the Owners shall offer to transfer the Employment Site or relevant part thereof to the Council for open market value and subject to the grant and reservation of any necessary rights and easements but subject to a restriction that the relevant land may only be used for employment purposes pursuant to the Planning Permission and such offer shall remain open for a period of 120 days **PROVIDED THAT** the Council agrees (whether in the transfer or elsewhere at the Owners discretion) not to seek or implement any planning permission for any land transferred to it

pursuant to this Schedule 6 which will impact on the ability to carry out further development elsewhere on the Site pursuant to the Planning Permission; and

- 4.2 the Employment Site shall be deemed to no longer form a part of the Site and be subject to the obligations in this Deed, which shall cease to bind the Employment Site, save that it will continue to be taken into account for so long as appropriate in relation to any Viability Reappraisal.

SCHEDULE 7

HOTEL SITE

The Owners covenant with the Council:

- 1 Not to cause or permit the Commencement of Development of any of the Open Market Dwellings in Phase 1 or Phase 2 beyond damp proof course level until the access road, drainage and utilities services infrastructure comprising at least water, electricity, gas, internet/broadband, telecommunications and sewerage connections to and from the Hotel Site have been provided and fully installed to adoptable standards to the boundaries of the Hotel Site or the relevant adjacent adoptable corridor, as appropriate, in order to fully service the Hotel Site without requirement for any additional rights to be acquired over third party land **PROVIDED THAT** nothing in this paragraph prevents the construction and development of access roads, drainage and utilities services infrastructure on Phase 1 or Phase 2.
- 2 Not to cause or permit the Occupation of more than 380 Dwellings until the sooner of (a) the date on which the Hotel Site is transferred to enable the construction of the Hotel or (b) the date on which the Hotel Site Marketing Strategy has been submitted to and approved in writing by the Council.
- 3 To market the Hotel Site in accordance with the approved Hotel Site Marketing Strategy from the date of approval of the Hotel Site Marketing Strategy for a period of 2 years or until the Hotel Site is transferred to enable the construction of the Hotel (if sooner) **PROVIDED THAT** from the date of such transfer and in any event at the end of the above marketing period the Hotel Site shall be deemed to no longer form a part of the Site and be subject to the obligations in this Deed, which shall cease to bind the Hotel Site save that it will continue to be taken into account for so long as appropriate in relation to any Viability Review.

SCHEDULE 8

SELF-BUILD AND CUSTOM BUILD PLOTS

The Owners covenant with the Council:

- 1 Not to cause or permit Commencement of Development of a Phase unless and until the Self-Build and Custom Build Plots Scheme, if any, for that Phase has been submitted to and approved in writing by the Council.
- 2 Not to cause or permit Occupation of more than fifty percent of the Dwellings in any Residential Reserved Matters Area unless and until the plots are identified and pegged out, the access road, drainage and utilities services infrastructure comprising at least water, electricity, gas, internet/broadband, telecommunications and sewerage connections to and from the Self-Build and Custom Build Plots for that Residential Reserved Matters Area (if any) have been provided and fully installed to adoptable standards to the boundaries of the Self-Build and Custom Build Plots of that Residential Reserved Matters Area or the relevant adjacent adoptable corridor, as appropriate, in order to fully service the Self-Build and Custom Build Plots of that Residential Reserved Matters Area without requirement for any additional rights to be acquired over third party land **PROVIDED THAT** nothing in this paragraph prevents the construction and development of access roads, drainage and utilities services infrastructure as part of that Residential Reserved Matters Area.
- 3 To market each Self-Build and Custom Build Plot as such from the date of identification and pegging out until that plot is sold or if later for a period of 2 years and not to cause or permit the Occupation of any Self-Build and Custom Build Plots to be provided in a Residential Reserved Matters Area (if any) in accordance with the relevant Self-Build and Custom Build Plots Scheme other than for self-build or custom build Dwellings **PROVIDED THAT** at the earliest of
 - 3.1 the purchase of a Self-Build and Custom Build Plot by an individual plot purchaser; and
 - 3.2 the end of the relevant 2 year marketing period relating to that Self-Build and Custom Build Plot

the relevant Self-Build and Custom Build Plot shall be deemed to no longer form a part of the Site and be subject to the obligations in this Deed, which shall cease to bind the

Self-Build and Custom Build Plot save that it will continue to be taken into account for so long as appropriate in relation to any Viability Reappraisal.

SCHEDULE 9

LOCAL CENTRE

The Owners covenant with the Council:

- 1 Not to cause or permit the Occupation of more than 100 Dwellings until the access road, drainage and utilities services infrastructure comprising at least water, electricity, gas, internet/broadband, telecommunications and sewerage connections to and from the Local Centre Site have been provided and fully installed to adoptable standards to the boundaries of the Local Centre Site or the relevant adjacent adoptable corridor, as appropriate, in order to fully service the Local Centre Site without requirement for any additional rights to be acquired over third party land **PROVIDED THAT** nothing in this paragraph prevents the construction and development of access roads, drainage and utilities services infrastructure on Phase 1 or Phase 2.

- 2 Not to cause or permit the Occupation of more than 60% of the Open Market Dwellings in Phase 1 or Phase 2 unless and until the Local Centre Site marketing has commenced **PROVIDED THAT** if no disposal of the Local Centre has taken place at the end of a period of 5 years from the commencement of that marketing the Local Centre Site shall be deemed to no longer form a part of the Site and be subject to the obligations in this Deed, which shall cease to bind the Local Centre Site save that it will continue to be taken into account for so long as appropriate in relation to any Viability Reappraisal.

SCHEDULE 10

Owners covenants with the County Council

PART 1

- 1 The Owners covenant with the County Council prior to Commencement to identify and agree the precise location of the School Land and the School Contingency Land with the County Council
- 2 The County Council covenants with the Owners prior to Occupation of 50 Dwellings (or any later date agreed in writing by the County Council and the Owners) to determine and notify the Owners in writing accordingly, according to what it reasonably considers will be the most effective and efficient means in all the circumstances of delivering the additional primary school places, whether the Owners are to comply with:
 - 2.1 the provisions of Parts 2 and 3 of this Schedule; or
 - 2.2 the provisions of Part 4 of this Schedule

and where the County Council requires the Owners to comply with the provisions of Parts 2 and 3 of this Schedule the County Council shall notify the Owners in writing whether the County Council requires the transfer of the School Land and the School Contingency Land or just the School Land and the provisions of Parts 2 and 3 of this Schedule shall relate to such land accordingly AND IT IS HEREBY AGREED that any transfer of the School Contingency Land pursuant to this Deed shall be subject to the payment by the County Council of open market value based on residential land values for the School Contingency Land AND PROVIDED ALWAYS THAT if the County Council notifies the Owners that it only requires a transfer of the School Land then the School Contingency Land shall be deemed to no longer form a part of the Site and be subject to the obligations in this Deed, which shall cease to bind the School Contingency Land save that it will continue to be taken into account for so long as appropriate in relation to any Viability Reappraisal.

- 3 If the County Council has not made the determination and notified the Owners within the period referred to in paragraph 2 above the County Council shall make the said determination and notify the Owners in writing within:
 - 3.1 30 Working Days of written request from the Owners; or
 - 3.2 such longer period as the Owners may agree with the County Council.

4 The Owners covenant with the County Council:

4.1 to comply with the obligations imposed on the Owners by Parts 2 and 3 of this Schedule if the County Council determines, in accordance with paragraph 2 or paragraph 3 of Part 1 of this Schedule, that the Owners are to comply with the provisions of Parts 2 and 3 of this Schedule and so notifies the Owners in writing accordingly

4.2 to comply with the obligations imposed on the Owners by Part 4 of this Schedule if:

4.2.1 the County Council determines, in accordance with paragraph 2 or paragraph 3 of Part 1 of this Schedule, that the Owners are to comply with the provisions of Part 4 of this Schedule and so notifies the Owners in writing accordingly; or

4.2.2 the County Council does not make a determination or notify the Owners under paragraph 2 or paragraph 3 of Part 1 of this Schedule,

PROVIDED THAT if the Owners are to comply with Part 4 of this Schedule the School Land and the School Contingency Land shall be deemed to no longer form a part of the Site and be subject to the obligations in this Deed, which shall cease to bind the School Land and the School Contingency Land save that it will continue to be taken into account for so long as appropriate in relation to any Viability Reappraisal.

AND PROVIDED FURTHER THAT where the date for performance of any obligation imposed on the Owners by Parts 2 and 3 or Part 4 of this Schedule ('the **Performance Date**')

A has already passed at the date of the County Council's determination under paragraph 1 above ('the **Determination Date**'); or

B occurs within one month of the Determination Date,

the Performance Date is to be extended to the date of the expiry of a period of 60 days commencing with the Determination Date

PART 2

PAYMENT OF THE EDUCATION CONTRIBUTION AND LAND TRANSFER

EDUCATION CONTRIBUTION

The Owners covenant with the County Council as follows:

1. Subject to the County Council having notified the Owners of its decision to require the Owners to comply with this Parts 2 and 3 within the period referred to in paragraph 2 or paragraph 3 of Part 1 the Owners hereby covenant with the County Council separately in respect of each Residential Reserved Matters Area to pay the Education Contribution to the County Council as follows:
 2. To pay the Education Contribution relating to that Residential Reserved Matters Area to the County Council:
 - 2.1 50% of the Education Contribution prior to Occupation of 25% of the Dwellings in the Residential Reserved Matters Area
 - 2.2 25% of the Education Contribution prior to Occupation of 50% of the Dwellings in the Residential Reserved Matters Area
 - 2.3 25% of the Education Contribution prior to Occupation of 75% of the Dwellings in the Residential Reserved Matters Area

TRANSFER OF SCHOOL LAND AND SCHOOL CONTINGENCY LAND

The Owners covenant with the County Council as follows:

- 5 Not to Occupy or cause or permit the Occupation of more than 100 Dwellings until the access road, drainage and utilities services infrastructure suitable in all respects and for all purposes and of sufficient capacity in connection with the use of the School Land (and School Contingency Land as appropriate) as a primary school and comprising at least water, electricity and sewerage connections to and from the School Land (and the School Contingency Land as appropriate) have been provided and fully installed to the boundaries of the School Land (and the School Contingency Land as appropriate).
- 6 Not to Occupy or cause or permit the Occupation of more than 100 Dwellings unless and until an irrevocable offer to transfer the School Land (and the School Contingency Land as appropriate) to the County Council has been made by delivering to the County Council a signed transfer substantially in the form of the School Land Transfer (and a signed transfer substantially in the form of the School Contingency Land Transfer as appropriate) PROVIDED THAT the School Land (and School Contingency Land as appropriate) must be in accordance with the School Land Specification AND

PROVIDED FURTHER THAT if the County Council has not notified the Owners in writing of agreement to accept the transfer within a period of 6 weeks from receipt of the offer the offer shall be deemed to have been rescinded and the obligations in this Part 2 shall cease to bind the Site and the School Land and the School Contingency Land shall be deemed to no longer form a part of the Site and be subject to the obligations in this Deed, save that it will continue to be taken into account for so long as appropriate in relation to any Viability Reappraisal.

- 7 Upon reasonable prior notice the Owners shall permit any persons nominated by the County Council to enter onto the Site free of charge but only to the extent that it is reasonably necessary and not in any event onto the curtilages of any occupied Dwellings for the purpose of undertaking surveys inspection tests and investigations on the School Land (and School Contingency Land as appropriate) subject to the County Council making good all physical damage occasioned thereby at its own expense and subject to any reasonable requirements that the Owners may make in relation to security or in the interests of health and safety.

PART 3

Terms for transfer of a School Site

It is hereby agreed between the County Council and the Owners that if the County Council is to receive a transfer of the School Land and/ or the School Contingency Land they shall be transferred to the County Council Clear Fully Serviced and Unencumbered and subject to and in accordance with the following additional terms:

- 1 Without prejudice and subject to Part 1 of this Schedule completion of the transfer of the School Site 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
- 2 Without prejudice to the definitions within this Deed of the terms "Clear" "Fully Serviced" and "Unencumbered", the transfer of the School Site 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 reasonably required to facilitate the use of the School Site as a Primary

School and may reserve such rights and easements as are set out in the School Land Transfer

- 4 The Owners shall pay the reasonable legal fees and Land Registry disbursements of the County Council

PART 4

PAYMENT OF THE EARLY YEARS CONTRIBUTION AND THE SCHOOL EXPANSION CONTRIBUTION

- 1 Subject to the County Council having notified the Owners of its decision to require the Owners to comply with this Part 4 or in the event the County Council does not make a determination or notify the Owners under paragraph 2 or paragraph 3 of Part 1 of this Schedule the Owners covenant with the County Council separately in respect of each Residential Reserved Matters Area to pay the Early Years Contribution to the County Council as follows:
 - 2 To pay the Early Years Contribution relating to that Residential Reserved Matters Area to the County Council:
 - 2.1 50% of the Early Years Contribution prior to Occupation of 25% of the Dwellings in the Residential Reserved Matters Area
 - 2.2 25% of the Early Years Contribution prior to Occupation of 50% of the Dwellings in the Residential Reserved Matters Area
 - 2.3 25% of the Early Years Contribution prior to Occupation of 75% of the Dwellings in the Residential Reserved Matters Area
- 3 Subject to the County Council having notified the Owners of its decision to require the Owners to comply with this Part 4 or in the event the County Council does not make a determination or notify the Owners under paragraph 2 or paragraph 3 of Part 1 of this Schedule the Owners covenant with the County Council separately in respect of each Residential Reserved Matters Area to pay the School Expansion Contribution to the County Council as follows:

- 3.1 50% of the School Expansion Contribution prior to Occupation of 25% of the Dwellings in the Residential Reserved Matters Area
- 3.2 25% of the School Expansion Contribution prior to Occupation of 50% of the Dwellings in the Residential Reserved Matters Area
- 3.3 25% of the School Expansion Contribution prior to Occupation of 75% of the Dwellings in the Residential Reserved Matters Area

PART 5

PAYMENT OF THE LIBRARY CONTRIBUTION

- 1 The Owners covenant with the County Council to pay 50% of the Library Contribution relating to a Residential Reserved Matters Area to the County Council in its capacity as local library service provider prior to Occupation of 50% of the Dwellings in that Residential Reserved Matters Area and the remaining 50% thereof prior to Occupation of 80% of the Dwellings in the said Residential Reserved Matters Area.

PART 6

PAYMENT OF THE OFF-SITE GREEN INFRASTRUCTURE/ PUBLIC RIGHTS OF WAY CONTRIBUTION

- 1 The Owners covenant with the County Council to pay 50% of the Off-Site Green Infrastructure/ Public Rights of Way Contribution to the County Council prior to Occupation of 100 Dwellings and the remaining 50% thereof prior to Occupation of 400 Dwellings.

SCHEDULE 11

Travel Plan

PART 1

The Owner hereby covenants with the County separately in respect of each Residential Reserved Matters Area as follows:

1 TRAVEL PLAN

1.1 to pay the Travel Plan Contribution relating to that Residential Reserved Matters Area to the County Council prior to Occupation of the first Dwelling in the Residential Reserved Matters Area towards the production, approval and on-going review of a Travel Plan for the Residential Reserved Matters Area; OR

1.2 not to Commence the Development in a Residential Reserved Matters Area until a Travel Plan relating to that Residential Reserved Matters Area has been submitted to the County Council for approval as an Approved Travel Plan in accordance with the Planning Permission and thereafter to monitor and review that Approved Travel Plan and submit a Travel Plan Update to the County Council on the twelve month anniversary after the date of first Occupation of the Development in the Residential Reserved Matters Area and on subsequent anniversaries (or such other date as may be agreed with the County Council) such monitoring to continue each year until the second anniversary of final Occupation of the Development in the relevant Residential Reserved Matters Area; AND

1.3 If the Owner proceeds under paragraph 1.2 above not to allow first Occupation of any Dwelling in a Residential Reserved Matters Area until it has complied with paragraphs 1.3.1 or 1.3.2 below:

1.3.1 obtained and provided to the County Council the Travel Plan Bond with a surety approved by the County for the Bond Sum relating to the Residential Reserved Matters Area (an "**Approved Travel Plan Bond**"); OR

1.3.2 deposited the Bond Sum relating to the Residential Reserved Matters Area with the County Council ("**the Travel Plan Deposit**")

2 Prior to first Occupation of any Dwelling to pay the first instalment of the Travel Plan

Review Fee being a sum of £500 ("**the First Payment**")

- 3 On the first anniversary of the First Payment and thereafter on each subsequent anniversary for the following 3 years to pay the further instalments of the Travel Plan Review Fee in the sum of £500 on each occasion
- 4 In the event that the Owner fails in the reasonable opinion of the County Council to perform the obligations and deliver the requirements of an Approved Travel Plan the County Council may serve notice on the Owner confirming the actions required by the Owner to comply with the obligations contained in this Deed ("**the Performance Notice**"); and
- 5 If after a period of 28 days the Owner has failed in the reasonable opinion of the County Council to comply with the Performance Notice or (where the requirements are not reasonably capable of compliance within a period of 28 days) the Owner has failed in the reasonable opinion of the County Council to take reasonable steps to secure compliance with the Performance Notice and in any event within a period of 3 months if the Owners has failed to comply with the Performance Notice the County Council may call in the relevant Approved Travel Plan Bond or utilise the Travel Plan Deposit as the case may be and carry out the requirements of the Approved Travel Plan without further recourse to the Owner.

PART 2
Travel Plan Bond

DATED _____ 20

- and -

BOND

in respect of

Norfolk County Council

County Hall

Martineau Lane

NORWICH

NR1 2DH

THIS BOND reference number [ref no.] is made as a deed

this day of 20

By [] ("the Surety")

On behalf of: [] ("the Developer")

In favour of: THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane
Norwich Norfolk ("the County Council")

WHEREAS:

(A) by an agreement dated [] and made between the County Council and the Developer ("the Agreement") the Developer undertook to provide a bank bond issued in favour of the County Council in the sum of £[] ([] pounds) ("the Bond Sum")

(B) the Surety at the request of the Developer and with the approval of the County Council has agreed to become the surety for the Developer and will pay to the County Council the Bond Sum upon demand.

NOW THIS DEED WITNESSES:

1. the Surety is held and firmly bound to the County Council in the sum of [£(pounds)] ("the Bond Sum") to be paid to the County Council for which payment we bind ourselves and our successors and assigns by these presents

2. upon receipt by the Surety of the County Council's written demand stating "the Developer has failed to duly perform and observe all the terms of the Agreement"

("Demand") the Surety shall pay to the County Council within 28 days of receipt of the Demand such amount as certified by the County Council as is required to satisfy and discharge the damages sustained by the County Council (including without prejudice to the generality thereof any costs actually incurred by the County Council pursuant to the Agreement)

3. receipt of a Demand from the County Council shall be taken as conclusive evidence by the Surety for the purposes of this Bond that a breach has occurred and the sum demanded is properly due PROVIDED THAT the amount demanded does not exceed the Bond Sum.

4. Multiple Demands may be made pursuant to this Bond up to the Bond Sum

5. Subject to the Developer performing the obligations in the Agreement the Bond Sum will reduce as follows:

Residential TP

a) Upon receipt of written confirmation from the County Council the Bond Sum shall be reduced by one fifth of the original Bond Sum upon the first anniversary of first Occupation (as defined in the Agreement) and thereafter upon receipt of the County Council's written confirmation by a further one fifth on each subsequent anniversary of first Occupation

b) To nil on the fifth anniversary of first Occupation PROVIDED THAT the County Council has provided its written confirmation that the obligations in the Agreement have been complied with

6. This Bond shall expire upon the earlier of:

a) The date upon which the Bond Sum is reduced to nil: or

b) The date upon which the County Council confirms in writing that the Bond is no longer required and the same is formally released

7. This Bond is a continuing obligation and shall remain in full force until released or discharged in accordance with the provisions contained herein.

8. This Bond is personal to the County Council and is not transferable or assignable without the consent of the Surety such consent not to be unreasonably withheld PROVIDED THAT a Statutory successor in title to the County Council shall automatically be deemed to have the consent of the Surety and will benefit from this Bond

9. Subject to Clause 8 above no party who is not a party to this Bond shall be entitled to enforce any of its terms for his own benefit and the application of the Contracts (Rights of Third Parties) Act 1999 to the terms of this Bond are hereby expressly excluded .

10. This Bond shall be governed by and construed in accordance with the law of England.

SIGNED as a Deed by

the Surety acting by:-

AUTHORISED SEALING OFFICER

SCHEDULE 12

Council covenants

- 1 The Council covenants with the Owners:
 - 1.1 to hold the contributions received pursuant to this Deed in an interest bearing account and not to apply them or any interest accrued towards any purpose other than as set out in this Deed
 - 1.2 as soon as reasonably practicable following the dates of payment to make available to the public the sports facilities for which the Off-Site Clipbush Park Contribution and the Off-Site Indoor Sports Contribution are paid pursuant to this Deed
 - 1.3 in the event that any contribution received pursuant to this Deed (or any part of such a contribution) has not been committed (by way of a contract or by expenditure of the monies) for the purpose as set out in this Deed within fifteen years of payment then the Council will repay to the party that paid it so much of the relevant contribution as shall remain uncommitted together with any accrued interest thereon
 - 1.4 to use best endeavours to provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the contributions paid to it pursuant to this Deed
 - 1.5 at the written request of the Owners to provide written confirmation of the discharge of the Planning Obligations over which the Council has direct control when satisfied that those Planning Obligations have been performed
 - 1.6 following the performance and satisfaction of all the Planning Obligations over which the Council has direct control on the written request of the Owner to mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed
 - 1.7 if the Council secures any grant or government funding in relation to the infrastructure costs created by the Development the Council will subject to the County Council and the Owner agreeing that this is required apply the same and deliver the infrastructure for which the funding was received in a timely manner so as not to cause any delay in the delivery of the Development

SCHEDULE 13

County Council covenants

- 1 The County Council covenants with the Owners:
 - 1.1 to hold the contributions received by it pursuant to this Deed in an interest bearing account and apply it and any interest accrued towards the purposes as set out in this Deed
 - 1.2 without prejudice to paragraph 1.3 below, in the event that any contribution received pursuant to this Deed (or any part of it) has not been committed (by way of a contract or by expenditure of the monies) to the purposes specified in this Deed within five years of payment in full (including all instalments in all of the Residential Reserved Matters Areas where relevant) then the County Council will repay to the party that paid it so much of the relevant contribution as shall remain uncommitted together with any accrued interest thereon
 - 1.3 where a Travel Plan Deposit is paid to the County Council and subject to the Developer performing the obligations contained in Schedule 11 of this Deed in relation to the relevant Residential Reserved Matters Area the County Council will repay to the party that paid it such unspent part of that sum in the following instalments:
 - 1.3.1 one fifth of the Travel Plan Deposit upon the first anniversary of first Occupation in the relevant Residential Reserved Matters Area and thereafter;
 - 1.3.2 a further one fifth on each subsequent anniversary of that first Occupation
 - 1.4 upon the transfer of the School Land (and the School Contingency Land as appropriate) the County Council will use reasonable endeavours to deliver the new primary school on the School Land as soon as reasonably practicable

**THE COMMON SEAL OF NORTH
NORFOLK DISTRICT COUNCIL**

Was affixed in the presence of:

Authorised Signatory

Paul Dan



THE COMMON SEAL OF)

THE NORFOLK COUNTY COUNCIL)

CNCab

was affixed hereto in the presence of:)

Authorised to sign on behalf of the Director of Governance Norfolk County Council <i>G. V. CORE</i> Date: <i>8 / 9 / 2021</i>



authorised for and on behalf of the Director of Governance

and this deed has been duly and properly executed

in accordance with the constitution of The Norfolk County Council

Executed as a deed by affixing the common)
seal of THE MASTER FELLOWS AND)
SCHOLARS OF TRINITY COLLEGE)
CAMBRIDGE in the presence of:)



[Handwritten signature]

Senior Bursar

[Handwritten signature]

Junior Bursar

B. J. SPAGNOLLO
MEMBER OF THE
COLLEGE COUNCIL

EXECUTED as a DEED by

TRINITY (F) LIMITED

[Handwritten signature]

Signature of Director

JRF FAIRBROTHER

Director's name

[Handwritten signature]

Signature of Director

RICHARD TURNICK

Director's name

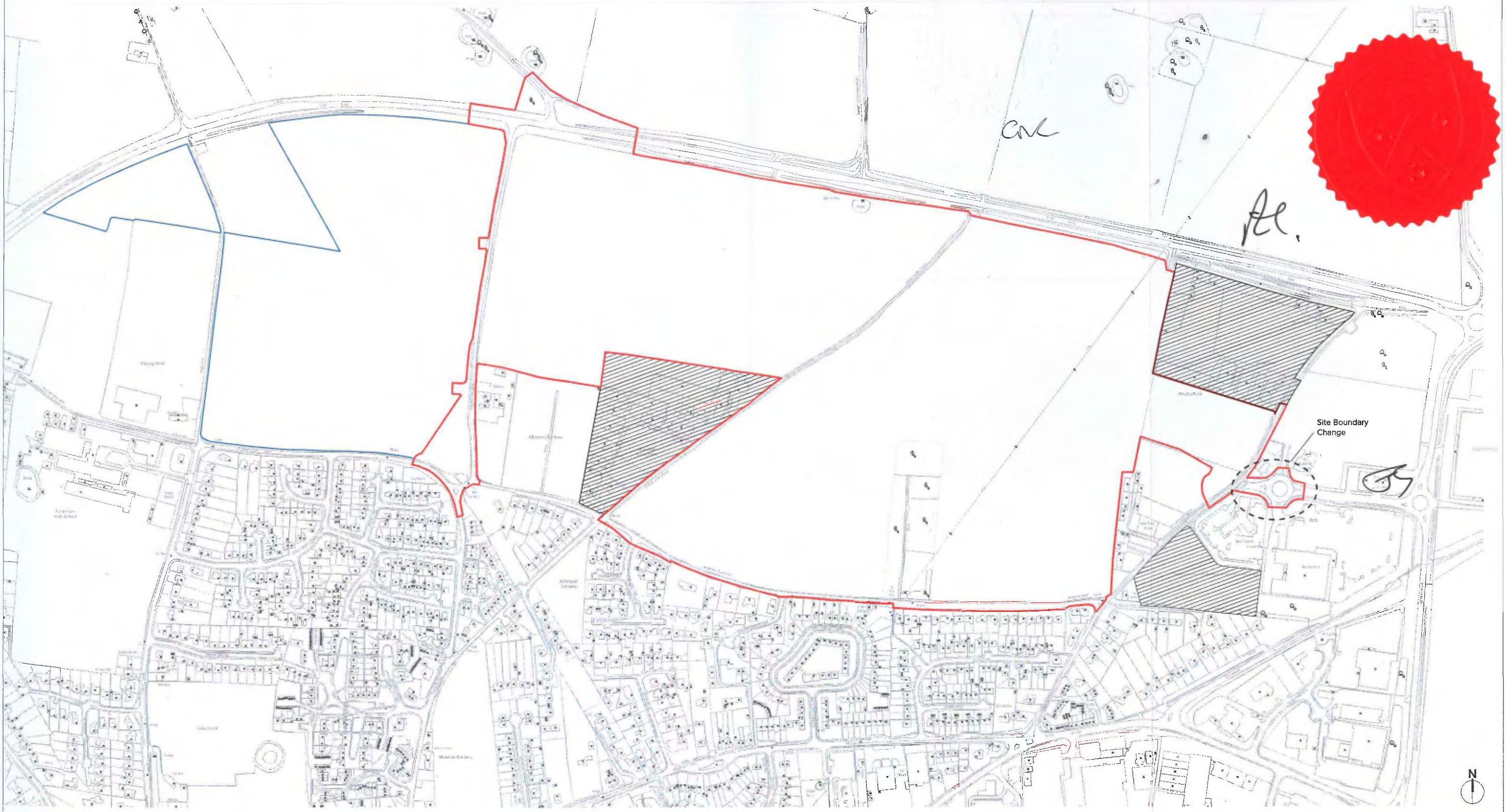
APPENDIX 1

LOCATION PLAN

MASTERPLAN

SCHOOL LAND PLAN

8300



- Legend**
- Red Line
 - Other land under the applicants control
 - Other application sites



Rev	Description	Date
8		
	DE_033_001	Drig No
	Trinity College, Cambridge	Client
	Land North of Rucham Skile Lane, Fakenham	Project
	RedLine Plan	Title
	1:2500 @A1	Scale

Paul Don



- Legend**
- Red Line
 - Indicative Residential Development Block
 - School (within 2 Ha site)
 - Local Centre
 - Hotel & Potential Pub
 - Potential Nursery
 - Employment
 - Adjacent Permitted Extra Care Site 8300
 - Potential Future Employment Site
 - Open Space
 - Allotment
 - Drainage Basin
 - Pedestrian Priority Areas
 - Primary Access Road
 - Secondary Access Road
 - Footpath
 - P Indicative Ponds
 - Storage
 - Indicative Location



Rev	Description	Date
P	Publications and PDS issued	Apr 2021
DE_033_002		
Trinity College, Cambridge		
Land North of Rucham Site Lane, Fakenham		
Development Framework		
1:2000 @A1		

PA
AC

8300



Legend

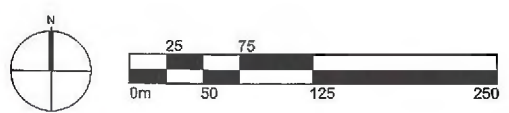
-  Site boundary
-  Residential development
-  Hotel and potential
-  Local centre area
-  Primary school site
-  Potential Nursery (with 0.5 Ha school expansion area)
-  Employment development area
-  Allotments
-  Drainage areas
-  Public open space
-  Children's play areas
-  Committed/allocated development site
-  Indicative "Grove Avenue"
-  Indicative "Streets"
-  Indicative "Green Corridors / Lanes"
-  Indicative "Mews"
-  Rudham Stile Lane (direct access to frontage only - no vehicular access from within development)
-  One way access for vehicles (arrow marks direction of travel)
-  Southbound access for buses only
-  Formal pedestrian / cycle link
-  Informal pedestrian / cycle link
-  Pedestrian priority areas
-  Pumping Station
-  Indicative Underground Foul Water Storage
-  Indicative Gateway Feature Location



BN

AL

Ward



	P	Rev
	DE_033_003	Drg No
	Trinity College, Cambridge	Client
	Land North of Rudham Stile Lane, Fakenham	Project
	Parameters Plan	Title
	1:5,000 @ A3	Scale

APPENDIX 2

NOMINATIONS AGREEMENT

DATED:

AGREEMENT BY WAY OF DEED

Regarding nominations to dwellings at

[property address]

BETWEEN

NORTH NORFOLK DISTRICT COUNCIL

and

XXXX HOUSING ASSOCIATION

THIS DEED is made on

BETWEEN

1. **NORTH NORFOLK DISTRICT COUNCIL** of Council Offices, Holt Road, Cromer, Norfolk NR27 9EN ('the Council', which expression shall where the context requires include its successors in title)

2. **XXXX HOUSING ASSOCIATION** (company number XXXXXXX) whose registered office is at [registered office address], Norfolk NRXX XXX ('the Association', which expression shall where the context requires include its successors in title)

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **DEFINITIONS**

- 1.1 In this Deed the following words shall have the following meanings:

'Association's Letting Policy'

the Association's rules letting and allocation policy current at the time of each Nomination

'Affordable Housing'

affordable housing as described in the National Planning Policy Framework dated March 2012 or any subsequent definition issued by the Department of Communities and Local Government or their successors in title

'Council's Housing Manager'

the Council's manager of housing services or such other officer of the Council as it may from time to time notify to the Association

'Dwellings'

the XX dwellings which are in the course of construction on part of the Property by the Association for the purposes of the provision of sheltered Affordable Housing under this Agreement and reference to "Dwelling" includes reference to any one of those Dwellings which comprise:

[XX] x 1 bedroom [property type] to be known as numbers [plot addresses]

[XX] x 2 bedroom [property type] to be known as numbers [plot addresses]

[XX] x 2 bedroom wheelchair access bungalow(s) to be known as [plot address(es)]

'Nomination'

a notice given by the Council to the Association in accordance with (but without limitation to) clause 3.1.2 of this Deed (and 'Nominations' shall mean more than one Nomination where the context so admits)

'Nominee'

a person named in a Nomination and reference to 'Nominees' shall be construed accordingly and shall where the context so admits include any number of Nominees

'Property'

the land at [property address], Norfolk being plots shown on the attached plan and within the land registered at H M Land Registry under Title Number NKXXXXXX in the name of the Association

'Working Day'

any day Monday to Friday but excluding Bank and Public Holidays

2. COUNCIL NOMINATIONS

2.1 The Council shall have the right in perpetuity commencing from the date of this Deed to nominate to the Association Nominees for each of the Dwellings.

2.2 The Nominees shall be :

2.2.1 Persons who in the opinion of the Council qualify to be regarded as being in housing need as prescribed by the Council's allocation policies; or

2.2.2 Persons who in the opinion of the Council are homeless persons within the definition of Part 7 Section 175 Housing Act 1996

2.3 The rights in sub-clauses 2.1 and 2.2 shall be exercised by the Council's Housing Manager when each of the Dwellings is completed and ready for occupation and at any time after that when any of the Dwellings becomes available for re-letting

3. **NOMINATION PROCEDURE**

3.1 When any of the Dwellings are due to become available for letting or re-letting to a Nominee:

3.1.1 the Association shall give 28 days prior written notice to the Council's Housing Manager stating the date when the Dwelling referred to in the notice will be ready for occupation (whether for the first time when the Dwelling has been newly constructed or when it is expected to become available for re-letting)

3.1.2 the Council's Housing Manager shall supply the Association with a Nomination for each of the Dwellings within seven Working Days after the Association's notice given to the Council under clause 3.1.1 and that Nomination shall be made and accepted in accordance with the provisions of this Deed

3.1.3 if the Nomination does not comply with the provisions of this Deed or the Association's Letting Policy, the Association will notify the Council's Housing Manager in writing of the reason why the Nomination does not comply and will request another Nomination

3.1.4 within seven Working Days after receipt of notification under sub-clause 3.1.3 the Council's Housing Manager shall supply the Association with another Nomination of a Nominee within

3.1.5 the Association shall (subject as above) make a written offer to the Nominee of a tenancy agreement of a Dwelling referred to in the Nomination such offer to be taken up when the Dwelling concerned is completed and ready for letting or re-letting as the case may be

3.1.6 if any Nominee:

3.1.6.1 fails to accept the Association's offer of a tenancy agreement within a reasonable period of it being made;

3.1.6.2 subsequently withdraws from the offer of a tenancy agreement;

3.1.6.3 fails to sign a tenancy agreement;

3.1.6.4 fails to comply with the Association's Letting Policy

then that Nominee shall be deemed to have withdrawn from the offer of a tenancy agreement and the Council shall be entitled to make a further Nomination within the procedure laid down in this Deed (subject as above) and this process may be repeated up to a maximum of three Nominees

3.1.7 if any Nomination or alternative Nomination is not supplied by the Council's Housing Manager within seven Working Days of a request by the Association under sub-clauses 3.1.1 or 3.1.3 or if all three Nominees fail to accept, refuse or withdraw from the offer of a tenancy agreement as mentioned in clause 3.1.6, the Association will be free to offer the Dwelling to a person of its own choosing, PROVIDED ALWAYS that the Association will give priority to any subsequent Nomination made by the Council if the Dwelling has not been let or put under offer by the Association

3.1.8 for the purpose of monitoring the Council's Nominations the following arrangements shall apply:

3.1.8.1 at least once in each quarter the Association shall provide records to the Council showing Dwellings which were empty in any part of the previous quarter showing:

3.1.8.1.1 the address of the empty Dwelling

3.1.8.1.2 to whom the Dwelling was allocated

3.1.8.1.3 the specific category of allocation

for example whether a:

(i) transfer case

(ii) Council Nomination

(iii) Nomination by some other organisation

(iv) Association waiting lists allocation

3.1.9 the Association shall ensure that the first lettings of the newly completed Dwellings and 100% of any Dwellings which subsequently become available for re-letting shall be offered for let to Nominees in accordance with the Council's priority criteria from time to time until all three nominations have been made by the Council after which the Association will be free to offer the Dwellings in accordance with Clause 3.1.7

4. EXCLUSION OF LIABILITY

4.1 No liability shall devolve on the Council to reimburse the Association for any loss of rent or service charge or for any legal or other costs or fees or any other expenses incurred by the Association arising from or in any way connected with a Nomination under the terms of this Deed

4.2 This Deed shall not be binding on:

4.2.1 any present or future mortgagee of the Property;

4.2.2 any receiver (including any administrative receiver) appointed by such a mortgagee;

4.2.3 any person deriving title from any person mentioned in sub-clauses 4.2.1 and 4.2.2 (inclusive) above or any of their respective subsequent successors in title

5. NOMINEE SUITABILITY

5.1 The Association shall not be obliged to offer a tenancy agreement of a Dwelling to which this Deed applies unless satisfied that the Nominee falls within the category of persons it is appropriate for the Association to house in accordance with the Association's Letting Policy and the nature of the Dwelling.

6. INSOLVENCY ETC

6.1 In the event of the Association anticipating financial or impending insolvency it shall immediately give notice of this state of affairs to the Council and make every effort with the assistance of the Homes and Communities Agency to seek to transfer its interest in the Property to another Registered Provider to retain the Property in the Social Housing Sector.

7. CONTRACTS (RIGHT OF THIRD PARTIES) ACT 1999

7.1 For the purposes of the Contracts (Right of Third Parties) Act 1999 it is agreed nothing in this Deed confers or purports to confer on any third party any right to enforce or any benefit of any term of this Deed.

8. LEGAL BASIS

8.1 The obligations contained in this Deed are covenants for the purposes of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

IN WITNESS OF WHICH the parties to this Deed have executed this document as a Deed on the date first before written.

EXECUTED as a deed by affixing the

COMMON SEAL of the NORTH

NORFOLK DISTRICT COUNCIL

in the presence of:

Authorised signatory

EXECUTED as a deed by affixing the

COMMON SEAL OF XXXX

HOUSING ASSOCIATION

in the presence of:

Board Member

Secretary

APPENDIX 3

MARKETING GUIDELINES

Documents identifying the actions which will be undertaken to advertise and promote the relevant land or building (either in whole or in parts) for the marketing period, which will include:

- (a) the date of commencement of marketing;
- (b) the details of the type of marketing to be undertaken;
- (c) the details of how, respectively, the Employment Site or the Hotel Site, as relevant, will be described;
- (d) the details of what size and flexibility for the design of buildings and units comprising the Employment Site or the Hotel Site, as relevant;
- (e) the details of the uses the Employment Site or the Hotel Site, as relevant, can be put to;
- (f) the details of the type of tenures available;
- (g) the details of to whom the marketing strategy will be targeted;
- (h) the details of the relevant local geographical area within which the marketing strategy will be targeted;
- (i) the details of the wider geographical area within which the marketing strategy will be focused and the frequency of marketing campaigns;
- (j) the procedure for notifying the Council of the progress of the marketing strategy and of interests expressed. This is to include a requirement that by any anniversary of the commencement of marketing a report shall be submitted to the Council detailing the interest received and if no offers at the Market Value have been received then any further review to the marketing package shall be agreed in writing by the Council; and
- (k) an undertaking to record all expressions of interest and any offers received and to include them as part of any annual report

APPENDIX 4

SCHOOL LAND TRANSFER

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

A.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

1 Title number(s) out of which the property is transferred: [NK191663] [DN – to be updated to reflect the title number out of which this transfer is made.]
2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: []
3 Property: [insert brief description / address of the Property] The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: [edged red] <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4 Date: [DATE]

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

5 Transferor:

[THE MASTER FELLOWS AND SCHOLARS OF THE COLLEGE OF THE HOLY AND UNDIVIDED TRINITY WITHIN THE TOWN AND UNIVERSITY OF CAMBRIDGE OF KING HENRY THE EIGHTH'S FOUNDATION] [DN – to be updated to reflect the name of the then current landowner]

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: [●]

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

[THE NORFOLK COUNTY COUNCIL]

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

- The transferor has received from the transferee for the property the following sum of £1.00 (One Pound)
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

Place 'X' in any box that applies.

The transferor transfers with

- full title guarantee
- limited title guarantee

Add any modifications.

- (a) The covenant set out in section 2(1)(b) of the LPMPA 1994 shall be amended so the words "at his own risk" are replaced by "at the cost of the person to whom he disposes the Property".
- (b) The covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:
 - (i) make proper searches; or
 - (ii) raise requisitions on title or on the results of the Transferee's searches.
- (c) The covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.

Where the transferee is more than one person, place 'X' in the appropriate box.

Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Additional provisions

Definitions

12.1 In this Transfer the following definitions apply unless the context requires otherwise:

"Disposal" means any disposition of an estate or interest in the Property or any part of any of it within the meaning of section 205(1)(ii) Law of Property Act 1925 other than:

- (a) a mortgage or charge;
- (b) a disposal by way of the grant under section 1(2)(a) Law of Property Act 1925 of a legal easement over the Property for the benefit of any part of the Estate to install, maintain, upgrade, connect into and/or use Estate Roads and/or Service Media from time to time in, on, over or under the Estate;
- (c) to a utilities provider to facilitate the provision of any Services to the Property and/or the Estate;
- (d) a disposal referred to in paragraph 2 of Schedule 4 of this transfer;
- (e) lease or dedication of land to a highway authority to comply with highway requirements or in connection with the adoption or dedication of public highway;

(f) lease or dedication of land to a service supply company or statutory body for an electricity substation;

"Estate" means the property shown edged []¹ on Plan [2] which is registered at HM Land Registry under title number(s) []², together with such additional land as the Transferor may designate as being part of the Estate from time to time and a reference to the Estate is to the whole or a part of it as the context requires;

"Estate Roads" means all roads, verges, footpaths and cycleways constructed or to be constructed on the Estate from time to time that are intended to be adopted as highways maintainable at the public expense and that link the Estate with the existing public highway;

"Estate Sewers" means the surface water and foul sewers constructed or to be constructed on the Estate from time to time;

"LPMPA 1994" means the Law of Property (Miscellaneous Provisions) Act 1994;

"Plan 1" means the plan attached to this transfer and marked "Plan 1";

"Plan 2" means the plan attached to this transfer and marked "Plan 2";³

"Planning Agreement" means the agreement entered into pursuant to section 106 of the Town and Country Planning Act 1990 relating to the development of land north of Rudham Stile Lane and east of Water Moor Lane, Fakenham, Norfolk NR21 9QU dated [DATE] and made between (1) North Norfolk District Council, (2) Norfolk County Council, (3) The Master Fellows and Scholars of Trinity College Cambridge, (4) Trinity (F) Limited and (5) Christopher High and June Richardson and includes any variation to that agreement;

"Planning Permission" means [●] with reference [●]⁴ and includes any variation thereto;

"Primary School" means the school to be built on the Property pursuant to the Planning Agreement;

"Property" means the property transferred by this transfer;

¹ Plan 2 to show the extent of the Estate once this is determined by the Transferor.

² Insert title numbers from panels 1 and 2 (if panel 2 is applicable).

³ Plan references and number of plans to be confirmed.

⁴ Insert details of the planning permission obtained for the development

"Regulations" means such reasonable regulations as are issued by the Transferor (and/or any management company established for the maintenance of the common parts of the Estate) from time to time in respect of the proper management of the Estate;

"Relevant Authority" means all or any of the following in relation to the Property or the Estate (or any part of it) as appropriate:

- (a) such authority or body as shall have responsibility under statute for highway matters;
- (b) such authority or body as shall have responsibility under statute for drainage matters;
- (c) such authority or body as shall have responsibility under statute for planning matters;
- (d) such authority or body as shall have responsibility under statute for environmental matters;
- (e) any utility company concerned with the installation of Service Media and the provision of Services;
- (f) any other local or competent authority or body having jurisdiction in relation to the development of the Estate and/or the infrastructure serving the same;

"Reservations" means the rights excepted and reserved to the Transferor in Schedule 2 of this transfer;

"Rights" means the rights granted by the Transferor to the Transferee in Schedule 1 of this transfer;

"Service Media" means the sewers, drains, the Estate Sewers, watercourses, pipes, cables, wires channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;

"Services" means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;

"Statutory Agreement" means an agreement, obligation or undertaking to be made pursuant to all or any of the following: section 106 (including section 106A) of the Town and Country Planning Act 1990, section 38 and/or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by any Relevant Authority, a local authority, the local highway authority or any service undertaker;

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

12.2 It is hereby agreed and declared that:

12.2.1 any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person;

12.2.2 a person includes a corporate or unincorporated body (whether or not having separate legal personality);

12.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;

12.2.4 a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;

12.2.5 a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision;

12.2.6 clause headings shall not affect the interpretation of this transfer;

12.2.7 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

12.2.8 the Reservations are excepted and reserved from this transfer for the benefit of the Estate;

12.2.9 the Reservations may be exercised by the Transferor notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or loss of amenity for the Property;

12.2.10 the Reservations shall be construed as extending to the Transferor, its successors in title

and all persons authorised by them or otherwise entitled to exercise the Reservations;

- 12.2.11 the Rights are not granted exclusively to the Transferee and are granted:
 - 12.2.11.1 subject to the Reservations and any other rights of the Transferor and its successors in title in relation thereto whether or not referred to in this deed;
 - 12.2.11.2 in common with any other persons lawfully entitled to the Rights or to similar rights in relation thereto;
- 12.2.12 connections to Service Media shall only be made to the extent that there is capacity therefor and neither the Transferor nor the Transferee shall be obliged to oversize the Service Media on the Property or the Estate;
- 12.2.13 the rights hereby reserved and granted shall cease to the extent that the Estate Roads and/or Service Media through which the rights are exercised become adopted and/or maintainable at the public expense;
- 12.2.14 the owner of the land in which the same are situate may alter the position of the Estate Roads and/or the Service Media over or through which the rights hereby granted and reserved are exercised (and the rights shall then apply to the altered position in substitution) provided that the exercise of the rights shall not be materially and unreasonably prejudiced by such alterations;
- 12.2.15 references to the “**Estate**” and the “**Property**” shall mean the whole or any part of them as the context permits;
- 12.2.16 save where the context otherwise requires the expressions “Transferor” and “Transferee” shall include the successors in title of the Transferor (to all or the relevant part of the Estate) and of the Transferee (to all or any part of the Property) respectively. Where two or more persons constitute the Transferor or the Transferee all covenants or agreements made by or with them shall be deemed to be made by or with them jointly and severally;
- 12.2.17 the consideration for any supply for VAT purposes arising in respect of this transfer shall be treated as exclusive of any VAT arising and such VAT shall (subject to receipt of a valid VAT

invoice) be payable by the recipient of the relevant supply in addition to the underlying consideration.

- 12.3 The disposition effected by this transfer is subject to:
- 12.3.1 any matters contained or referred to in the entries or records made in the Property and Charges Registers (other than financial charges) of title number [NUMBER]]⁵ as at [DATE AND TIME OF OFFICIAL COPIES] insofar as they relate to the Property and remain subsisting;
 - 12.3.2 any matters discoverable by inspection of the Property before [DATE OF PLANNING AGREEMENT];
 - 12.3.3 any matters which the Transferor does not and could not reasonably know about;
 - 12.3.4 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
 - 12.3.5 any notice, order or proposal given or made by a body acting on statutory authority;
 - 12.3.6 public requirements;
 - 12.3.7 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
 - 12.3.8 the Planning Permission; and
 - 12.3.9 the Planning Agreement.
- 12.4 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994 notwithstanding section 6(3) of the LPMPA 1994.
- 12.5 The Property shall not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as

⁵ Insert title number of the Estate and details of Official Copies.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

Rights granted for the benefit of the Property

SCHEDULE 1

The Transfer is made together with the following rights for the benefit of the Transferee its successors in title and persons deriving title under it (and their respective contractors and workmen) over the Estate for the benefit of the Property:

1. The right of free and uninterrupted passage of the Services from and to any part of the Property through the Service Media, which now are or may at any time following the date of this transfer be in, on or under the Estate and which are capable of serving the Property.
2. (Subject to the conditions set out in paragraph 6 of this Schedule 1 and pending adoption) the right to use the Service Media referred to in paragraph 1 of this Schedule 1.
3. (Subject to the conditions set out in paragraph 6 of this Schedule 1 and pending adoption) the right to enter and remain (for so long only as is necessary) upon such unbuilt parts of the Estate as are reasonably necessary for the purpose of laying, repairing, maintaining, renewing, replacing, cleaning, installing or connecting to and severing the Service Media referred to in paragraph 1 of this Schedule 1.
4. The right of support, shelter and protection as enjoyed by the Property from the Estate at the date of this transfer.
5. (Subject to the Transferee complying with the Regulations and pending adoption as maintainable at the public expense) the right to pass and repass with or without vehicles over and along the Estate Roads to give access to and egress from the Property (which shall include access to and egress from the Property for the purpose of constructing the Primary School on the Property). The exercise of this right is subject to the Transferor reserving the right to divert the route and/or stop up the Estate Roads provided that the Transferor causes as little disruption as reasonably practicable and makes available alternative access routes across the Estate so that

access to and from the Property is always maintained.

Conditions relating to the exercise of Rights

6. The exercise of the rights referred to in paragraphs 2 and 3 above is subject to the conditions that:
 - a. before exercising any such right (except in the case of emergency), the Transferee is to give not less than 15 days' written notice specifying the purpose for which entry is required, accompanied by drawings, specifications and other written details of the work (whatever its nature), and the method of undertaking the work which the Transferee requires to execute on the Estate, and such other information as the Transferor may reasonably require;
 - b. the Transferee obtains the prior approval in writing of the Transferor for the works to be done on the Estate (approval not to be unreasonably withheld or delayed);
 - c. the Transferee is to comply with any reasonable regulations made by the Transferor (acting in accordance with the principles of good estate management and in the interests of the owners and occupiers of the Estate);
 - d. where any Service Media is to be installed or laid pursuant to paragraph 3 above, any such Service Media may only be installed or laid under or immediately adjacent to the Estate Roads and in a position approved by the Transferor (approval not to be unreasonably withheld or delayed);
 - e. in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specifications and other information submitted to and approved by the Transferor (not to be unreasonably withheld or delayed), and in accordance with requisite statutory consents and the requirements of competent authorities;
 - f. in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as reasonably possible, and promptly make good all damage

done to the Estate to the Transferor's reasonable and proper satisfaction;

- g. the Transferee is to keep the Transferor and all persons deriving title under it indemnified against all claims, liability and costs sustained or incurred from or the exercise of the rights; and
- h. the rights shall not be exercised over any part of the Estate on which there is constructed (or where it is intended to construct) any dwellings and their gardens drives garages outbuildings and curtilages.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

SCHEDULE 2

The Transferor excepts and reserves for the benefit of the Estate and each and every part of it the following rights on behalf of itself and those whom it expressly or impliedly authorises to make use of the rights:

1. The right of support shelter and protection as enjoyed by the Estate from the Property at the date of this Transfer.
2. The right to use any part of the Estate as the Transferor thinks fit, or to build on or develop any part of the Estate provided that any such use or works do not materially adversely interfere with, or obstruct, the exercise of the Rights granted to the Transferee.

Include words of covenant.

Restrictive covenants by the transferee

SCHEDULE 3

1. The Transferee covenants with the Transferor so as to benefit the whole and every part of such parts of the Estate as remain unsold and vested in [NAME]⁶ (company no [●]) and so as to bind the Property and each and every part of it to observe and perform the following covenants:
 - a. not to use the Property for any purpose other than as a nursery school and/or primary school solely for the purpose of the education of children and ancillary purposes which for the avoidance of doubt includes

⁶ Insert name of Transferee and, if applicable, company details.

ancillary community fundraising and ancillary recreational uses;

- b. not to knowingly do anything on the Property which is or may be a nuisance, damage, grievance or annoyance to the Transferor or the owners or occupiers for the time being of any adjoining or neighbouring land or which may tend to depreciate or lessen the value of the Estate or any part thereof provided that the use of the Property as nursery school and/or primary school for the education of children shall not in itself be a breach of this covenant;
- c. not to damage or obstruct any of the Estate Roads or deposit any waste, soil or other material on any part of any of the Estate Roads but should such damage occur during the construction of the Primary School, the Transferee to make good to the Transferors reasonable satisfaction as soon as reasonably practical any damage attributable to the Transferee in this respect.;
- d. not to cause any damage or destruction to any Service Media serving the Estate and to notify the Transferor as soon as reasonably possible on becoming aware of any damage to such Service Media; and
- e. not to allow to pass into the Service Media serving the Estate any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Restrictive covenants by the Transferor

None.

Positive covenants by the Transferee

Schedule 4

The Transferee covenants with the Transferor:

1. (Subject to the Transferor meeting the Transferee's reasonable and proper legal and agent's costs in respect of the same) at the request of the Transferor (in its capacity as landowner only) to as soon as reasonably practicable execute and enter into any Statutory Agreements, deeds of grant and/or wayleaves as may be required by the Transferor, any Relevant Authority, statutory undertakers, multi-utility company and/or their agents in connection with the exercise of the

Reservations and/or the construction, installation, laying, enlarging, upgrading, maintenance, use, adoption, connection into and/or ongoing maintenance of any Estate Roads (including any visibility splays, traffic lights, road signage, lighting and other street furniture) and/or Service Media, Services and/or drainage apparatus and the Transferor hereby indemnifies and shall keep indemnified the Transferee against all liabilities and any losses, costs, claims, damages, demands and expenses arising as a result of the entry into any such documentation and any obligations contained in such documentation.

2. If a substantive commencement of the construction of the Primary School has not commenced within ten years of the date hereof then the Transferee covenants to transfer the same to []⁷ (or to such person as []⁸ may in its absolute discretion direct) free from encumbrances (save for any encumbrances existing at the date of this transfer) and free from the Planning Agreement and with full title guarantee for the sum of £[1.00 (one pound)] and on such other terms as the parties to the transfer shall agree (each acting reasonably and without delay) such transfer to be effected not later than three months after the date 10 years from the date hereof.
3. To procure that on any Disposal of the Property (or any part of it) the disponee enters into a deed of covenant with the Transferor (in a form approved by the Transferor (approval not to be unreasonably withheld or delayed)) to observe and perform the provisions of paragraphs 1, 2, 3 and 4 of this Schedule 4.
4. To pay the Transferor's reasonable and proper legal and surveyors' costs and expenses in relation to the approval of and entry into a deed of covenant to be given to the Transferor pursuant to paragraph 3 of this Schedule 4 of this transfer

Positive covenants by the Transferor

Schedule 5

The Transferor covenants with the Transferee:

1. in relation to any Estate Roads which are intended to be publically adopted to maintain all such Estate Roads pending adoption;

⁷ Insert details of entity transferring the Property.

⁸ Insert details of entity transferring the Property.

2. in relation to any Services and/or Service Media serving the Property which are within the Estate and which are intended to become the responsibility of a utility company or similar body to maintain all such services and/or Service Media unless and until the same are taken over by the relevant utility company or similar body;
3. in relation to any Services and/or Service Media serving the Property which are within the Estate but which are not intended to become the responsibility of a utility company or similar body the Transferor shall procure that all such Services and/or Service Media are maintained unless and until the same are taken over by the relevant utility company or similar body.

Indemnity covenants by the Transferee

Schedule 6

The Transferee covenants with the Transferor to:

1. observe and perform by way of indemnity only the matters contained or referred to in the entries or records made in the Property and Charges Registers (other than financial charges) maintained by HM Land Registry under title number(s) [●]⁹ which are still subsisting and which relate to or affect or are capable of taking effect against the Property breach of which would expose the Transferor to liability and to indemnify and keep indemnified the Transferor in respect of any costs claims liabilities and expenses arising from any future breach or non-observance thereof;
2. (as a separate covenant from the one contained in paragraph 1 of Schedule 6 of this transfer) indemnify the Transferor and the Transferor's estate and effects and keep the same indemnified against all liability which the Transferor incurs by virtue of any breach or non-observance of the Planning Permission and/or the Planning Agreement (insofar as each of them relate to the use of the Property as a school) by the Transferee and to pay on demand to the Transferor any costs claims damages and expenses suffered or incurred by the Transferor arising from any such breach or non-observance of the Planning Permission and/or the Planning Agreement (insofar as each of them relate to the Property).

Application to register a restriction

Schedule 7

⁹ Title number(s) for the Estate to be inserted.

1. The Transferor hereby applies to register and the Transferee hereby consents to the registration of the following restriction against the title number to be allotted to the Property in form L of schedule 4 to the Land Registration Rules 2003:

"No disposition of the part of the registered estate (other than a charge), or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 3 of Schedule 4 of a transfer dated [] made between (1) [TRANSFEROR'S NAME] and (2) [The Norfolk County Council] have been complied with or that they do not apply to the disposition"

2. The Transferee agrees and covenants:
 - a. to apply to the Land Registry to register the restriction set out in paragraph 1 of this Schedule 7 when it applies to register this transfer at HM Land Registry; and
 - b. to procure that the application which the Transferee's solicitors make to HM Land Registry to obtain the registration of the Transferee as the registered proprietor of the Property provides the restriction has priority over any legal charge which the Transferee has created at completion.

Statements

Schedule 8

1. A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Right of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.
2. This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
3. Save in respect of antecedent breach the Transferor shall not be liable for any breach of the covenants referred to in Schedule 5 arising after the Transferor has parted with all interest in the Estate or the relevant part of it.
4. Save in respect of antecedent breach the Transferee shall not be liable for any breach of the covenants

referred to in Schedules 3 and 4 arising after the Transferee has parted with all interest in the Property or the relevant part of it.

5. For the purposes of this transfer the word "unbuilt" shall not include those parts of the Estate used (or intended to be used) as roadways or pavements.
6. [The land transferred is held by The Master Fellows and Scholars of Trinity College Cambridge a non-exempt charity but this transfer/lease is one falling within paragraph [(a)] or [(b)] of section 117(3) of the Charities Act 2011] [DN – to be included in the Transferor is Trinity College Cambridge. To be determined at the time if the disposal falls within (a) or (b)].
7. This transfer:
 - a. is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated;
 - b. was delivered when it was dated.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

Execution

[Signature clauses to be inserted]

APPENDIX 5

SCHOOL LAND SPECIFICATION

The School Land Specification is based on a 2 form entry school to be constructed on the School Land. In the event that the County Council elects to construct a larger school in accordance with the terms of this Deed then additional land may be utilised being the School Contingency Land as those terms are defined in this Deed

In this Specification "School Site" is as defined Means the School Land and, where the County Council elects to take a transfer of the same, the School Contingency Land

Requirement	Description
<p>General site issues (required at the time of transfer of the relevant School Site to the County Council)</p>	<p>Site shall be clear of refuse at time of transfer.</p> <p>Existing clean topsoil shall be retained and shall not be removed from site prior to transfer.</p> <p>Unless identified in parameter plans or as part of the planning application documentation, or unless agreed with the County Council (acting reasonably) the relevant School Site shall be free from constraints such as live services, above and underground structures and obstructions, hard standings, paved areas, contamination, ancient hedgerows, drainage ditches, ponds, significant ecological/wildlife issues, SSSI's, Tree Preservation Orders and other planning designations which may limit or restrict the use of the School Site as a primary school, persistent flooding.</p> <p>Any remediation reasonably required to deliver education facilities on the relevant School Site to be carried out by the developer at their cost. Full documentation to be provided to the County Council on its</p>

Requirement	Description
	request which gives an audit trail demonstrating all work which has been carried out including associated validation reports
School Site area and delineation (required at the time of transfer of the relevant School Site to the County Council)	As required by the provisions of the Section 106 Agreement (see Definitions of School Land and School Contingency Land) each on transfer to be delineated by concrete marker posts (min 900mm above ground level) located at each change of direction.
Temporary access (required at the time of transfer of the relevant School Site to the County Council)	An adequate haul road with no use restrictions (subject to site regulations as to use for the purposes of carrying out construction of the school, and general site regulations) shall be provided to enable plant, vehicles and machinery to access the relevant School Site from the nearest adopted highway.
School Site configuration (required at the time of transfer of the relevant School Site to the County Council)	As identified on the School Site Plan(s) referred to below.
Levels (required at the time of transfer of the relevant School Site to the County Council)	Unless otherwise agreed with the County Council in writing (acting reasonably) the relevant School Site shall be level and the maximum gradient across any direction shall not exceed 2 metres across whole site and level in relation to the finished levels of the surrounding land where possible and practicable.

Requirement	Description
<p>School Site position within the Development (required at the time of transfer of the relevant School Site to the County Council)</p>	<p>As identified on the parameter plans for the planning application for the Development</p>
<p>School Site plan(s) (required at the time of transfer of the relevant School Site to the County Council)</p>	<p>The detailed plan(s) of the relevant School Site (to be approved by the County Council) and to be attached to the transfer which is Land Registry compliant to a maximum scale of 1:1250/1:2500 accompanied by a layout plan of the relevant phases showing the existing road, pedestrian and cycle layout</p>
<p>Surveys & Investigations in relation to the relevant School Site and its immediate surrounds ((subject to the topographical survey referred to below) required at the time of transfer of the relevant School Site to the County Council save as may be agreed between the Owner and the County Council in relation to the Primary School) (required at the time of transfer of the relevant School Site to the County Council)</p>	<p>The following documents (together with the assignment of the benefit to the County Council of any and all guarantees and/or collateral warranties associated with them) will be provided to the County Council the aim of which will be to sufficiently provide the County Council with redress from the provider in the event of error or inaccuracy PROVIDED THAT the County Council shall be entitled to call on the Owner to provide a deed of indemnity in which the Owner shall fully indemnify the County Council for any costs reasonably incurred by the County Council in relocating, re-routing, removing or disposing of any live service, underground structure or obstruction or contamination if: a) the County Council has diligently sought redress pursuant to the said guarantees and/or collateral warranties but there is a shortfall in the cover provided to the County Council or b) the County Council considers</p>

Requirement	Description
	<p>(and shall explain the reasons therefor to the Owner) that the said guarantees and/or collateral warranties and validation reports will not provide sufficient redress in either case such indemnity to extend only to the shortfall in such redress:</p> <ul style="list-style-type: none"> • Planning Statement of the relevant School Site and immediate surrounds to confirm existence of any listed buildings or scheduled monuments, and confirm whether the relevant School Site and its immediate surrounds are within or near a Conservation Area or SSSI. • Full relevant topographical survey for the relevant School Site and its immediate surrounds (electronic format compatible with AutoCAD 2007 (copyright to be passed to the County Council)) to include boundaries, site features, all existing underground and above ground services, identifying type, level and route across the site, levels expressed relative to Ordnance Datum at 10m grid centres, drainage levels, adjacent development proposals for highways and infrastructure this survey to be carried out and completed and made available to the County Council at the date of transfer of that part of the Site (as Defined in the Section 106 Agreement) on which the relevant School Site is to be located • Full archaeological survey for the relevant School Site and its immediate surrounds as reasonably required by the County Council with evidence that it has

Requirement	Description
	<p>been accepted by the County Council and no further archaeological works are required</p> <ul style="list-style-type: none"> • Where relevant and reasonable, detail and location plans of known previous site disturbances within the relevant School Site and its immediate surrounds, e.g. depth and location of previous archaeological excavations carried out by the developer could impact on foundation design and construction. • Results of site investigation carried out within the relevant School Site and its immediate surrounds to the relevant current British and European Standards, including BS 5930, BS EN 1997-1, BS EN 1997-2 and all related standards referred to therein (or other relevant replacement British and European Standards as are current at the time). This shall determine load bearing capacity of soils, soil types (and depths), type and location of any contamination and ground water level. <p>The County Council shall be granted a licence with no fee payable to enter the relevant School Site to carry out any independent pre-construction surveys. The terms of the licence to be agreed between the parties.</p> <p>Any dispute over the provision of a deed of indemnity may be referred by either party to an expert pursuant to clause 6 of the Section 106 Agreement</p>

Requirement	Description
<p>Communications masts/above ground high tension cables</p> <p>(required at the time of transfer of the relevant School Site to the County Council)</p>	<p>Communications masts, 440,000v and other overhead electrical cables not to be located on or immediately adjacent to the relevant School Site boundaries. For the avoidance of doubt this applies to all sites of a school for any age range of child (e.g. early years sites, primary schools, secondary schools and special school)</p>
<p>Sound</p> <p>(required at the time of transfer of the relevant School Site to the County Council)</p>	<p>The acoustic requirements for the relevant School Site stated in BB103 (or any replacement design standard current at the time of site assessment) should be applicable to the relevant School Site at all stages of any surrounding development and on completion of the relevant Phase (As defined in the Section 106 Agreement). For example, before, during and after construction of adjoining or nearby development that forms part of the same Phase and under the control of the same developer. Consideration needs to be given to the proximity to users which may produce significant noise impacts to the school leading to a significant impact on the teaching and learning environment at the school (including roads, railways and other transport routes).</p>
<p>Highway</p> <p>(required at the time identified in Schedule of the Agreement)</p>	<p>Adjacent roads, pavements and cycle ways to be constructed to adoptable standard up to base course level, final wearing courses to be laid in accordance with the s106 Agreement or, if silent, at a time to be agreed</p>

Requirement	Description
	in writing with the County Council acting reasonably and up to the relevant School Site boundary
<p>Services generally (required at the time identified in Schedule of the Agreement)</p>	<p>All easements, wayleaves and associated installations to serve the relevant School Site shall have been completed up to the relevant School Site boundary.</p> <p>In the event that incomplete agreements or installations threaten to delay delivery of the school to be located on the relevant School Site the transferor shall undertake to provide temporary services to the relevant School Site and to make a compensatory payment (to be negotiated with and agreed by the County Council) to the County Council for all additional costs of services until such time as permanent mains services are in place and the County Council is thereby able to secure delivery of the Primary School</p>
<p>Water (required at the time identified in Schedule of the Agreement)</p>	<p>Unless otherwise agreed with the County Council and the service provider supply to terminate no less than 3 metres within the relevant School Site boundary at a position to be agreed with the County Council. Size of main and water pressure to meet the requirements a 2 form entry primary school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.</p>
<p>Fire hydrant (required at the time identified in Schedule of the Agreement)</p>	<p>Unless otherwise agreed with the County Council, to supply adequate water mains and pressures to the relevant School Site to be</p>

Requirement	Description
	<p>located approximately 3 metres within the front boundary of the relevant School Site at a position to be agreed with the County Council with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers, to enable installation of sufficient number of fire hydrants and mains provision to the school to be located within the relevant School Site in accordance with Building Bulletin 100.</p>
<p>Gas (required at the time identified in Schedule of the Agreement)</p>	<p>Unless otherwise agreed with the County Council and the service provider supply to terminate no less than 3 metres within the relevant School Site boundary at a position to be agreed with the County Council.</p> <p>Natural gas main to size and pressure to meet the minimum requirement of an operational 2 form entry primary school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers</p>
<p>Electricity (required at the time identified in Schedule of the Agreement)</p>	<p>Unless otherwise agreed with the County Council and the service provider supply to terminate no less than 3 metres within the relevant School Site boundary at a position to be agreed with the County Council. Size of supply to meet the minimum requirement of an operational 2 form entry primary school with appropriate stop valves/terminations/meters in the appropriate boxes/pits/inspection chambers.</p>

Requirement	Description
<p>Telecoms (required at the time identified in Schedule of the Agreement)</p>	<p>Unless otherwise agreed with the County Council and the service provider broadband connection to terminate no less than 3 metres within the relevant School Site boundary at a position to be agreed with the County Council. Sufficient number of telephone lines as may be agreed with the County Council for a 2 form entry primary school with appropriate terminations in the appropriate boxes/pits/inspection chambers. For the avoidance of doubt there will be no restrictions applied to the County Council on the choice of service provider and the County Council will have free and unrestricted access to the BT network in its choice of provider.</p>
<p>Foul & surface water drainage (required at the time identified in Schedule of the Agreement)</p>	<p>To provide the County Council with details of any sustainable drainage scheme that has been prepared as a phase strategy for the Development. Such a scheme may include attenuation, swales, balancing ponds, soakaways and discharging into watercourses etc, and may have to be built to an adoptable standard. The onus for design, construction and approvals scheme to the site boundary is to remain with the developer even though the relevant School Site may make use of and discharge into the system.</p> <p>If there are any restrictions on outfall from the relevant School Site then these need to be stated by the developer, this usually applies to surface water and may dictate whether</p>

Requirement	Description
	<p>attenuation is required on the relevant School Site.</p> <p>No open water shall be located adjacent to the relevant School Site unless suitably fenced to the reasonable satisfaction of the County Council .</p> <p>Surface water attenuation may be provided within the relevant School s Site if previously agreed by the County Council and if suitably fenced off to the reasonable satisfaction of the County Council. In such circumstances and as a condition of agreeing to the proposed attenuation provisions, the County Council may require provision of equivalent compensatory land if in the opinion of the County Council the area of land available for school use and development within the relevant School Site has been unsatisfactorily reduced.</p> <p>Connections to the foul sewerage system (to be adopted) shall be made available to accommodate the minimum requirement of a 2 form entry primary school no less than 3 metres within the relevant School Site boundary, at a position to be agreed with the County Council.</p>
<p>Sub-stations (required at the time of transfer of the relevant School Site to the County Council)</p>	<p>Any substation or pumping house is to be located beyond the relevant School Site and in any event not within 10m of the relevant School Site boundary Unless previously agreed by the County Council</p>





Requirement	Description
<p>Boundaries (required at the time of transfer of the relevant School Site to the County Council unless otherwise agreed with the County Council)</p>	<p>When contemplating design and uses for adjoining development developers should be aware of the following typical school boundary specification.</p> <p>Unless otherwise agreed with the County Council in writing (acting reasonably) all site boundaries (other than the front boundary) fenced with 1800mm high weld mesh on steel posts in accordance with BS 1722 (or other relevant replacement British Standard current at the time). The front boundary to be 1800mm high galvanised steel railings. One pedestrian entrance to be provided on the front boundary with steel gates, and one vehicular entrance with steel gates complete with crossovers of pavements to highways constructed to adoptable standard. Any and all boundary treatments, hedges, etc, required by planning conditions are to be provided in-situ.</p> <p>Each entrance to have level access to roads that are or shall be adopted or constructed to adoptable standard.</p> <p>There is a need for outside space to be clearly defined and have the ability to be securely fenced off, pedestrian access and off road car parking</p>

APPENDIX 6

INDICATIVE PHASING PLAN



LEGEND

-  Phase 1 (approx 268 dwellings)
-  Phase 2 (approx 182 dwellings)
-  Phase 3 (approx 227 dwellings)
-  Phase 4 (approx 261 dwellings)



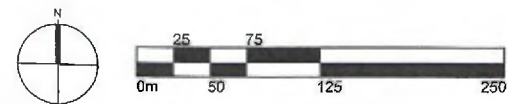
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	Rev
DE_033_006	Drg No
Trinity College, Cambridge	Client
Land North of Rudham Stile Lane, Fakenham	Project
Indicative Phasing Plan	Title
1:5,000 @ A3	Scale

APPENDIX 7

WORKED EXAMPLE

Rudham Stile Lane Fakenham Viability Re-Appraisal Worked Example

Date 12/02/2021

Base Viability Calculation Based on Savills Viability 18.01.2021 (no Custom Build)

B = the Aggregate Baseline Total Plot Value

B = (W + BPV) - (X + Y(1) + Z)

W=	£ 205,328,373	788,033	GIA Private Dwellings	£ 241.00	Baseline Sales Value PSF	124,921	GIA Affordable Dwellings	£ 123.38	Baseline Affordable Sales Value PSF
BPV=	£ -	0	Custom Build Plots	£ 120,000	Custom Build Plots Sales receipts	1,500	Ave Custom build size		
X=	£ 82,165,860			£ 90.00	Baseline Build Cost PSF				
Y1=	£ 70,776,998	£ 58,413,899	Development Costs	£ 12,363,099	S106 Contributions and Works				
Z=	£ 42,071,237	1.50%	Marketing Costs%	£ 250.00	Legal costs per private plot	£ 15,412,420	Affordable GDV	0.50%	Affordable Sales Cost %
B=	£ 10,314,277.81		Baseline Land Value excluding non residential income						20.0% Developers Profit Margin 6.0% Developers Profit Margin AH

Scenario 1: Private sales values increase by 5% and 30 custom build plot included Costs remain constant, NCC builds main access roundabout using grant input - Positive Viability Result, Surplus Generated

C = the Aggregate Enhanced Total Plot Value

C = (S + G2 + APV) - (T + Y(2) + U)

S=	£ 203,436,921	743,033	GIA Private Dwellings	£ 253.05	Baseline Sales Value PSF	124,921	GIA Affordable Dwellings	£ 123.38	Baseline Affordable Sales Value PSF
APV=	£ 3,780,000	30	Custom Build Plots	£ 126,000	Custom Build Plots Sales receipts	1,500	Ave Custom build size	45,000	
T=	£ 78,115,860			£ 90.00	Baseline Build Cost PSF				
Y2=	£ 70,776,998	£ 58,413,899	Development Costs	£ 12,363,099	S106 Contributions				
U=	£ 41,664,575	1.50%	Marketing Costs%	£ 250.00	Legal costs per private plot	£ 15,412,420	Affordable GDV	0.50%	Affordable Sales Cost %
C=	£ 16,659,487.71		Residual Land Value						20.0% Developers Profit Margin 6.0% Developers Profit Margin AH

A = the Deferred Contribution

Surplus=	£ 6,345,209.91								
G=	£ 845,000		NCC Builds the main access roundabout saving £845000 of cost for Owners						
A=(C-B)*60% + G	£ 4,652,126		=NNDC 60% Share of the Surplus + G		£ 2,538,084		=Owner 40% Share of the Surplus		

NNDC surplus is taken as Additional Affordable Housing

Quantum of Additional Housing Units:	37,706 sq. ft	£ 123.38	Affordable Housing GDV per sq. ft	= [Surplus / Affordable Housing Value per sq ft]
Number of Additional Affordable Dwellings:	47 Dwellings	796	Average Affordable Dwelling Size Sq. Ft	
Initial Affordable Housing Provision:	157 Dwellings			
Revised Affordable Housing Provision:	204 Dwellings	21.5%	of Dwellings	

Scenario 2: Private sales values and custom build plot values increase by 2% Costs increase by 5%. Grant available - Negative Viability Result, NO Surplus Generated, but grant provides extra AH

C = the Aggregate Enhanced Total Plot Value

C = (S + APV) - (T + Y(2) + U)

S=	£ 209,126,692	788,033	GIA Private Dwellings	£ 245.82	Baseline Sales Value PSF	124,921	GIA Affordable Dwellings	£ 123.38	Baseline Affordable Sales Value PSF
APV=	£ -	0	Custom Build Plots	£ 122,400	Custom Build Plots Sales receipts	1,500	Ave Custom build size		
T=	£ 86,274,153			£ 94.50	Baseline Build Cost PSF				
Y2=	£ 73,697,693	£ 61,334,594	Development Costs	£ 12,363,099	S106 Contributions				
U=	£ 42,887,876	1.50%	Marketing Costs%	£ 250.00	Legal costs per private plot	£ 15,412,420	Affordable GDV	0.50%	Affordable Sales Cost %
C=	£ 6,266,970.32								20.0% Developers Profit Margin 6.0% Developers Profit Margin AH

A = the Deferred Contribution

Surplus=	£ (4,047,307.49)		No Surplus as viability has worsened						
G=	£ 845,000		NCC Builds the main access roundabout saving £845000 of cost for Owners						
A=(C-B)*60% + G	£ 845,000		=NNDC 60% Share of the Surplus		£ -		=Owner 40% Share of the Surplus		

Assuming no deferred S106 contributions, all of NNDC surplus is taken as Additional Affordable Housing

Quantum of Additional Housing Units:	6,849 sq. ft	£ 123.38	Affordable Housing GDV per sq. ft	= [Surplus / Affordable Housing Value per sq ft]
Number of Additional Affordable Dwellings:	9 Dwellings	797	Average Affordable Dwelling Size Sq. Ft	
Initial Affordable Housing Provision:	157 Dwellings			
Revised Affordable Housing Provision:	166 Dwellings	17.4%	of Dwellings	

Scenario 3: Private sales values and custom build plot values increase by 5%, private plot size increases by 2%, Infrastructure Grant added Costs increase by 2% - Positive Viability Result, Surplus Generated

C = the Aggregate Enhanced Total Plot Value

C = (S + G2 + APV) - (T + Y(2) + U)

S=	£ 207,197,411	757,894	GIA Private Dwellings	£ 253.05	Baseline Sales Value PSF	124,921	GIA Affordable Dwellings	£ 123.38	Baseline Affordable Sales Value PSF
APV=	£ 3,780,000	30	Custom Build Plots	£ 126,000	Custom Build Plots Sales receipts	1,500	Ave Custom build size		
T=	£ 81,042,386			£ 91.80	Baseline Build Cost PSF				
Y2=	£ 71,945,276	£ 59,582,177	Development Costs	£ 12,363,099	S106 Contributions				
U=	£ 45,751,251	1.50%	Marketing Costs%	£ 250.00	Legal costs per private plot	£ 15,412,420	Affordable GDV	0.50%	Affordable Sales Cost %
C=	£ 12,238,498.30								20.0% Developers Profit Margin PD 6.0% Developers Profit Margin AH

A = the Deferred Contribution

Surplus=	£ 1,924,220								
G=	£ 845,000		NCC Builds the main access roundabout saving £845000 of cost for Owners						
A=(C-B)*60% + G	£ 1,999,532		=NNDC 60% Share of the Surplus + G		£ 769,688		=Owner 40% Share of the Surplus		

APPENDIX 2

Site F01 Nutrient Neutrality Technical Note – TN004

TECHNICAL NOTE

Job Name: Grove Gardens, Fakenham
Job No: 332511163
Note No: TN004
Date: 09/02/2024
Prepared By: Y. Riley
Subject: **Nutrient Neutrality Statement**

1 Introduction

1.1 Scope

- 1.1.1 This Nutrient Neutrality Statement (NNS) has been prepared by Stantec on behalf of our Client, Trinity College Cambridge c/o Savills, to support development proposals at Grove Gardens, Fakenham.
- 1.1.2 The purpose of this Nutrient Neutrality Statement is to undertake a desk-based assessment of the development proposals to determine if mitigation is required. This statement is to be included as an approved document to address the requirements of condition 11, and in particular parts viii and ix, of the planning permission PO/17/0680.
- 1.1.3 All work has been undertaken following advice provided by Natural England (NE) in a letter titled 'Advice for development proposals with the potential to affect water quality resulting in adverse nutrient impact on habitats sites' dated 16th March 2022 for both the River Wensum SAC and the Broads SAC and the River Wensum SAC & Broads SAC Nutrient Budget Calculator (version 2.1) by Royal Haskoning DHV on behalf of the combined Norfolk Local Planning Authorities.
- 1.1.4 The information given within this report is based on publicly available data at the time of writing and no discussions with consultees have been undertaken.

2 Proposed Development Site

2.1 Site Description

- 2.1.1 The proposed development site (hereafter referred to as 'the site') is located at Grove Gardens, Fakenham. The site is centred around the Ordnance Survey (OS) grid reference 592710E, 330902N. A site location plan is provided in the **Appendix**.
- 2.1.2 The site is bounded by the A148 to the north, Thorpland Road and farm buildings to the east, Rudham Stile Lane to the south beyond which is residential development, and agricultural land to the west.
- 2.1.3 The site is primarily comprised of agricultural land, an area of shrub land, roads, and a small pond. The DEFRA Crop Map of England (CROME) 2020 indicates that the lands current use is a mixture of cereals and lowland.

2.2 Geology and Hydrogeology

- 2.2.1 The Geology of Britain viewer produced by the British Geological Survey (BGS) indicates that the site is underlain by a bedrock of Lewes Nodular Chalk Formation, Seaford Chalk Formation, Newhaven Chalk Formation And Culver Chalk Formation (undifferentiated) comprising of chalk.

TECHNICAL NOTE

- 2.2.2 The BGS data shows that superficial deposits of Sheringham Cliffs Formation comprising of clay, silt, sand and gravel cover the majority of the site, with a very localised area of Briton's Lane Sand and Gravel Member comprising of sand and gravel to the eastern boundary of the site.
- 2.2.3 The Cranfield University online Soilsclapes website¹ provides an overview of the drainage potential of land across Britain. This indicates that the site is underlain by '*Freely draining slightly acid loamy soils*' which are classed by the Farmscoper model into the first category as freely draining.
- 2.2.4 A Site Investigation report prepared by Norfolk Partnership Laboratory in October 2021 provides geotechnical information for the site. The ground conditions are discussed within the report, summarised below:
- Topsoil found in all samples between 0.30 and 0.45m below ground level (bgl), described as "*Dark, greyish brown, (very) sandy (very) clayey (slightly) gravelly topsoil*".
 - Made ground found in one sample only with a thickness of 0.35m at the surface: "*Dark brown, slightly gravelly, very clayey, very silty, sandy topsoil*".
 - Cover silt found in the majority of samples between 0.25 and 1.05 mbgl, described as "*(Orangey, dark orangey, light) brown (slightly, very) clayey (slightly, very) silty, (very) sandy, (slightly) gravelly silt (sand, clay)*".
 - Sheringham Cliffs Formation found in all samples between 0.30 and 8.00 mbgl, described as "*(Very stiff, stiff) firm to stiff (orangey, light, dark, yellowish) brown (grey), (very) sandy (very, slightly) gravelly clay, or as (Light, dark, orangey) brown (very, slightly) gravelly, (slightly, very) clayey (very) silty fine to medium (fine to coarse) sand*".
- 2.2.5 The Site Investigation report includes infiltration test results undertaken to BRE365, and confirms that the infiltration potential is poor across most of the site with low infiltration results recorded. Due to this, the drainage strategy proposed for the site does not incorporate any infiltration to ground and following the drainage hierarchy proposes to utilise discharge to the Stiffkey and to the sewer network.

2.3 Hydrological Setting

- 2.3.1 There are no main rivers or ordinary watercourses within the site. A small pond is located in the north of the site. The River Stiffkey is a classified EA 'Main River' located approximately 1.4km directly north of the site centre, and ultimately discharges to the North Sea. The River Wensum is a classified EA 'Main River' located approximately 1.6km south of the site centre, and ultimately discharges to the River Yare.
- 2.3.2 The majority of the site is located in the North Norfolk Operational Catchment. However, areas of the east of the site lie within the Wensum Operational Catchment. The majority of the site falls within the Stiffkey Water Body (part of the North Norfolk Operational Catchment). The Environment Agency (EA) Catchment Data Explorer website has water quality data relating to the WFD targets for 2027. Based on the most recent water quality data recorded in 2019, the Stiffkey Water Body received a 'Moderate' ecological classification and a 'Fail' for chemical water quality.
- 2.3.3 The eastern area of the site falls within the Wensum US Water Body (part of the Wensum Operational Catchment). The EA Catchment Data Explorer website has water quality data relating to the WFD targets for 2027. Based on the most recent water quality data recorded in 2019, the Wensum US Water Body received a 'Moderate' ecological classification and a 'Fail' for chemical water quality.

[1] <http://www.landis.org.uk/soilsclapes/>

TECHNICAL NOTE

- 2.3.4 Data shows the reasons for the Stiffkey Water Body not achieving 'Good' status. These include but aren't limited to; poor livestock management and poor nutrient management (agriculture and rural land management), continuous sewage discharge (water industry), land drainage (agriculture and rural land management) and flow due to groundwater and surface water abstraction (water industry, and agriculture and rural land management).
- 2.3.5 Data shows the reasons for the Wensum US Water Body not achieving 'Good' status. These include but aren't limited to; poor livestock management and poor nutrient management (agriculture and rural land management), continuous sewage discharge (water industry), physical modification/other, and flow due to groundwater and surface water abstraction (water industry and agriculture and rural land management).
- 2.3.1 Downstream of the Stiffkey Water Body ultimately drains into the North Sea. Protected areas associated with the Stiffkey Water Body include numerous locations under the Nitrates Directive and Urban Waste Water Treatment Directive.
- 2.3.2 Downstream of the Wensum US Norwich Water Body ultimately drains into the River Yare. The Yare (Wensum to tidal) water body was classified as having a moderate ecological status and fail chemical status in 2019. Protected areas associated with the Yare (Wensum to tidal) include the following:
- Broadland SPA;
 - The Broads SAC;
 - Numerous locations under the Nitrates Directive and Urban Waste Water Treatment Directive

2.4 Development Proposals

- 2.4.1 The proposed development comprises of up to 950 residential dwellings, a hotel/pub site (70 rooms), a neighbourhood centre and employment land with associated infrastructure including parking, link roads and Public Open Space (POS), as shown as the masterplan (**Figure 2.1**).
- 2.4.2 The surface water drainage strategy proposes to discharge via watercourse to the River Stiffkey in the north. Foul water from the proposed development is likely to be treated at the nearest Wastewater Recycling Centre (WRC) which has been identified at Fakenham STW (Old and New).

TECHNICAL NOTE



Figure 2.1: Development Framework Ref. DE_033_003 Rev P from the Design Code

3 Background Context

3.1 The Broads SAC and Broadlands Ramsar

- 3.1.1 The NE catchment boundary for nutrient neutrality impact areas shows the site lies partially within The Wensum and The Broads catchment area.
- 3.1.2 The Broads SAC and Broadland Ramsar site are Habitats sites with water pollution and eutrophication considered a threat to its condition. The catchment is shown in **Figure 3.1**. The fens of The Broads, located in East Anglia, contain several examples of naturally nutrient-rich lakes. Although artificial, having been created by peat digging in medieval times, these lakes and the ditches in areas of fen and drained marshlands support relict vegetation of the original Fenland flora, and collectively this site contains one of the richest assemblages of rare and local aquatic species in the UK.
- 3.1.3 The SAC and Ramsar are designated for several different significant habitats, including habitats made up of a range of important aquatic plant species from groups including stoneworts, pondweeds, water-milfoils and water-lilies. The sites are also a stronghold of little whirlpool ram's-horn snail and Desmoulin's whorl snail in East Anglia. The range of wetlands and associated habitats also provides suitable conditions for otters.
- 3.1.4 The nutrient pressures for which the site is unfavourable are nitrogen and phosphorous.

TECHNICAL NOTE

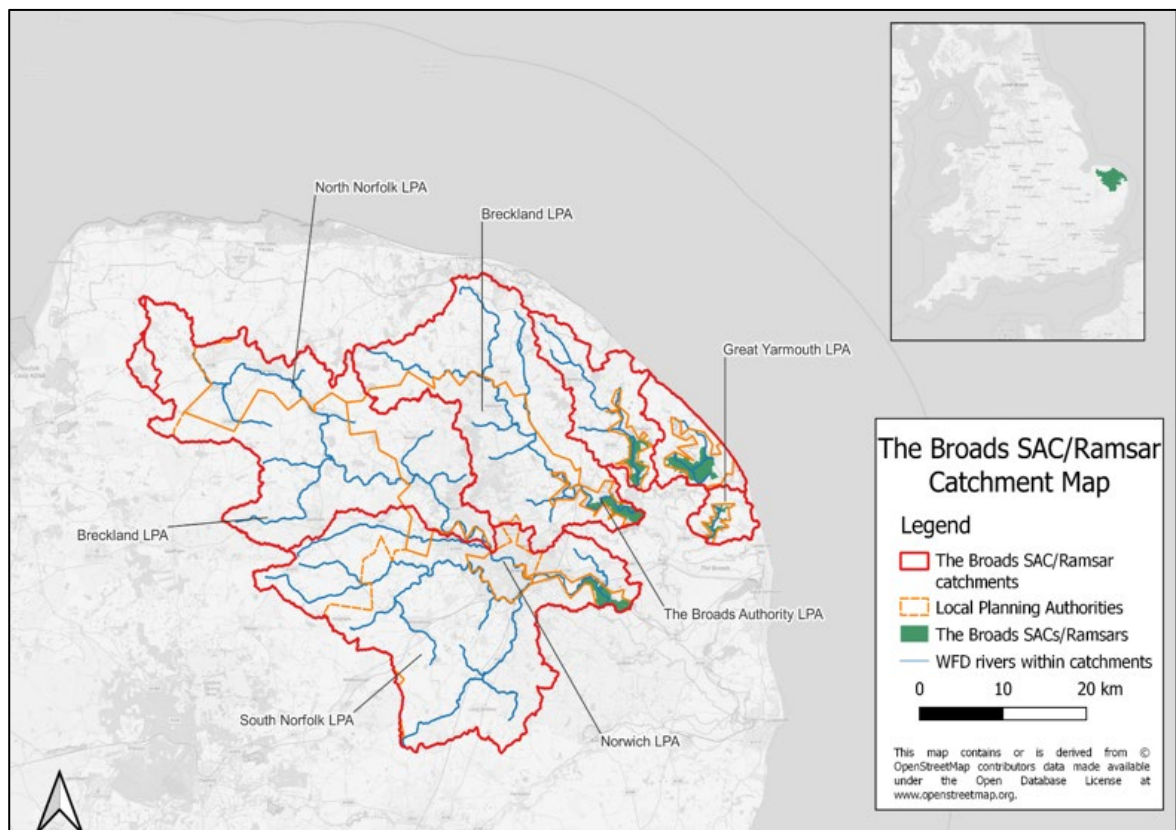


Figure 3.1: The Broads SAC/Ramsar Catchment Map (Extracted NE catchment specific guidance, March 2022).

3.2 Levelling Up and Regeneration Act (2023)

- 3.2.1 The government released a Ministerial Statement (20th July 2022) which set out the action the government is taking to address the issue of nutrient pollution. This included proposed amendments to the Levelling up and Regeneration Bill (LURB) which will place a new statutory duty on water and sewerage companies in England to upgrade Wastewater Treatment Works (serving a population equivalent of greater than 2000) by 2030 in 'nutrient neutrality' areas to the "highest Technologically Achievable Limit (TAL)".
- 3.2.2 In a letter from the Chief Planning Officer on the 21st of July 2022, it was indicated the TAL for phosphates is 0.25 mgTP/l and TAL for nitrates is 10 mgTN/L.
- 3.2.3 On the 21st of November 2022, the proposed amendment to the LURB was released, which included additional clauses (Sections 96B-K) to be added after Section 96A of the Water Industry Act 1991 "Nutrient Pollution Standards to apply to certain sewage disposal works".
- 3.2.4 On the 26th of October 2023, the LURB received Royal Assent. The Levelling Up and Regeneration Act (LURA) places a legal obligation on water and sewerage providers to upgrade WwTW to TAL by 2030, which is enforceable via the provisions of Section 18 of the Water Industry Act, 1991.
- 3.2.5 The Ofwat Accelerated Infrastructure delivery project report² (June 2023) states that proposed wastewater treatment upgrades at the Fakenham WRC will achieve a reduced permit limit of 0.25mgTP/L for phosphorus. There is currently no accelerated programme for nitrogen improvements.

² [Ofwat gives go ahead to accelerate schemes totalling £2.2bn - Ofwat](#)

TECHNICAL NOTE

4 Nutrient Budget Baseline Assessment

4.1 Methodology

- 4.1.1 The LPA Norfolk Nutrient Budget Calculator consists of four stages which quantify the nutrient loading in order to identify if the proposed development will be nutrient neutral. Where the proposed development will create additional phosphorus or nitrogen loading into the system there is a requirement for mitigation.
- 4.1.2 The stages of the calculations are outlined below. A copy of the calculation is provided in the **Appendix**.
- 4.1.3 The NE catchment boundary for nutrient neutrality impact areas shows the site lies partially within The Wensum and The Broads catchment. The surface water drainage strategy for the site shows the site is split into three catchments. The surface water drainage drawings for the proposed development show that for the central catchment (A), the surface water is discharged to the Stiffkey catchment, outside The Wensum and The Broads catchment. The drainage strategy for the remaining catchments (B and C) shows the surface water is discharged into the sewer network towards the east, within The Wensum and The Broads catchment.
- 4.1.4 To be conservative, the entire site has assumed to discharge surface water drainage to the Wensum and The Broads catchment, therefore the entire site has been assessed in the calculations. This is considered a worst-case scenario, and it is expected the actual nutrient budget will be lower than assessed as part of this note.

4.2 Stage 1 – Wastewater

- 4.2.1 The aim of Stage 1 is to calculate Total Phosphorous (TP) and Total Nitrogen (TN) in kilograms per annum derived from the development that would exit the Wastewater Treatment Works (WwTW) after treatment. This only applies to WwTW that discharges to the Broads SAC and Broadland Ramsar site catchment.
- 4.2.2 In Norfolk, a region-specific occupancy rate of 1.88 persons/dwelling has been adopted by the LPA within the Norfolk Nutrient Budget Calculator.
- 4.2.3 For most planning applications the WwTW provider is not confirmed until after the planning permission is granted. The nutrient calculation should be based on the permit levels of the most likely WwTW, which for this development is Fakenham STW (Old and New).
- 4.2.4 The current discharge level for Fakenham STW (Old and New) is 0.90 kg/TP/litre for phosphorus and 25.00 kg/TN/year for nitrogen. In accordance with the LURA and the Ofwat Accelerated Infrastructure delivery project the permit limits by 31st of March 2025 will be 0.25mg/l for phosphorus. There is currently no accelerated programme for nitrogen improvements. It is anticipated that the build out and occupation of the entire site is likely to take place after the upgrades to Fakenham STW in accordance with the LURA upgrades where the permit limit for nitrogen is reduced to 10 mg/l by 2030.
- 4.2.5 Based on the proposals of 950 dwellings and a 70-room hotel (open for 52 weeks at an average occupancy rate of 75), the current total phosphorous (TP) and total nitrogen (TN) discharge after treatment at the sewage works is calculated as shown in **Table 4.1**.

TECHNICAL NOTE

Table 4.1: Wastewater Nutrient Budget

	Current		Ofwat accelerated programme*		LURA upgrades Post-2030	
	TP (kg/TP/year)	TN (kg/TN/year)	TP (kg/TP/year)	TN (kg/TN/year)	TP (kg/TP/year)	TN (kg/TN/year)
Budget with 20% buffer	67.58	1877.12	16.89	1877.12	16.89	675.76

* Phosphorus permit improvements scheduled no later than the 31st of March 2025

4.3 Stage 2 – Pre-development Land Use

- 4.3.1 The aim of Stage 2 is to adjust the nutrient load to offset the existing nutrient load from current land.
- 4.3.2 NE recommend that the selection of the pre-development land use is based on the last 10 years of land use and professional judgement as to what the land would revert to in the absence of the proposed development.
- 4.3.3 The nutrient budget calculator uses a Farmscoper model for the catchment to estimate the loss of nutrients from different farm types in relevant catchments and takes into account the drainage type of the soil on site. Farmscoper is based on a series of catchment parameters including soil drainage and rainfall. These same parameters are defined as part of this stage of nutrient budget calculation. The Farmscoper model categorises soil types into three key categories, defined in the ‘Penwith Farmscoper Report’ by NE dated June 2023 as follows:
1. *“Free-draining soils, where water can move freely down through the soil;*
 2. *Slowly permeable soils, where vertical movement of water through the soil profile is impeded and there is some lateral flow. Artificial drainage is required to reduce waterlogging sufficiently for effective arable farming; and*
 3. *Slowly permeable soils as per 2, but artificial drainage is required to reduce waterlogging sufficiently for effective arable and grassland farming”.*
- 4.3.4 The soil classification of the site according to Soilscales is ‘freely draining’. However, the Site Investigation report provides geotechnical information for the site including infiltration testing to BRE365. As detailed in **Section 2.2**, the ground conditions are described as silty and clayey soils, and infiltration to ground is not utilised in the drainage strategy. Therefore, the soil type across the site is considered to be slowly permeable, and hence ‘impermeable drained for arable’ is used within the calculations.
- 4.3.5 The site is located within a nitrate vulnerable zone. Other parameters defined in this stage include the site’s location within the Wensum catchment and an annual average rainfall of 700-750 mm.
- 4.3.1 The existing land use has been determined by reviewing aerial imaging and The DEFRA Crop Map of England (CROME) 2020. The total site area is comprised of mainly agricultural land (cereals, with some areas of lowland use, shrub land, roads, and a pond, provided in **Table A.1** in the **Appendix**. Areas of the existing site that will be unchanged in the proposed development are not included in the calculations.

TECHNICAL NOTE

4.3.2 The total nutrient load from the current (existing) land use has been calculated to be:

- 29.43 kg/TP/yr; and,
- 972.37 kg/TN/yr.

4.4 Stage 3 – Post-development Land Use

4.4.1 The aim of Stage 3 is to adjust the nitrogen and phosphorus loads to account for land uses with the proposed development. Where there is no proposed change to land use, this land should be excluded from the nitrogen budget as there will be no change to nutrient load from this area.

4.4.2 The areas for the proposed development and are based on the masterplan, shown in **Table A.2** in the **Appendix**.

4.4.3 The output from Stage 3 is the total nutrient load resulting from the proposed land usage. The total nutrient load generated by the proposed land uses within the masterplan has been calculated to be

- 12.17 kg/TP/yr; and,
- 249.57 kg/TN/yr.

4.5 Stage 4 – Nutrient Budget

4.5.1 The aim of Stage 4 is to calculate the net change in the TP and TN load that would result from the development.

4.5.2 The net change is calculated by the difference between the nutrient load calculated for the proposed development (Stage 1 – Wastewater and Stage 3 – Surface Water Post Development) and that of the existing land use (Stage 2 – Surface Water Existing), using the best available data and evidence. A precautionary buffer of 20% is used to recognise uncertainty associated with the data and ensures the approach is precautionary.

4.5.3 Using the Norfolk LPA Nutrient Budget Calculator, the nutrient budgets for the site have been calculated and are presented in **Table 4.2**.

Table 4.2: Calculated Current and Post-2030 Nutrient Budget

	Current		Ofwat accelerated programme*		LURA upgrades Post-2030	
	TP (kg/TP/year)	TN (kg/TN/year)	TP (kg/TP/year)	TN (kg/TN/year)	TP (kg/TP/year)	TN (kg/TN/year)
Budget with 20% buffer	60.38	1385.19	0.00	1385.19	0.00	0.00

* Phosphorus permit improvements scheduled no later than the 31st of March 2025

4.5.4 **Table 4.2** shows the development can achieve nutrient neutrality following upgrades to Fakenham STW in accordance with the LURA.

TECHNICAL NOTE

Zero Point

- 4.5.5 Prior to the accelerated programme and post-2030 upgrades at Fakenham STW, no dwellings above the zero-point (the quantum of development where the foul loading is balanced by the land use change) will be constructed. The zero points for the site are calculated as follows:
- Current Scenario (pre-2025): 304 dwellings, the 70-room hotel, and the build out of the commercial/industrial land use, the open urban land use and the allotment land use.
 - Ofwat Accelerated Programme (pre-2030): 361 dwellings, the 70-room hotel, and the build out of the commercial/ industrial land use, the open urban land use and the allotment land use.
- 4.5.6 A copy of the calculations are appended. The zero-point assumes the remaining site is fallowed (16.52ha for the current scenario, 15.06ha following the Accelerated Programme). A Fallow Land Management Plan (FLMP) will detail the appropriate habitat creation and management measures required to successfully implement the fallowing strategy.
- 4.5.7 The proposed build-out of the development will be in line with the zero-points calculated above and therefore it is considered that the proposed development can achieve nutrient neutrality in all scenarios.

5 Summary

- 5.1.1 This NNS has been prepared to support a planning application located at Grove Gardens, Fakenham. This NNS has calculated the nutrient budget for the residential development consisting of 950 dwellings and 70-room hotel using the Norfolk LPA calculator 'River Wensum SAC & Broads SAC Nutrient Budget Calculator', v2.1. The information given within this report is based on publicly available data.
- 5.1.2 The site lies in the Stiffkey Water Body (part of the North Norfolk Operational Catchment) and also the Wensum US Water Body (part of the Wensum Operational Catchment) which were classified as having a chemical water quality rating of fail and an ecological water quality rating of moderate.
- 5.1.3 Foul water will be treated at Fakenham (Old and New) Water Recycling Centre (WRC).
- 5.1.4 The assessment concludes that the proposed development can achieve nutrient neutrality post-2030, following upgrades to Fakenham STW in accordance with the LURA and the Ofwat accelerated Infrastructure delivery project.
- 5.1.5 Prior to the Ofwat accelerated programme upgrades (post 31st March 2025) no dwellings above the zero point of 304 dwellings and the 70-room hotel will be constructed.
- 5.1.6 Prior to the LURA upgrades (post-2030), no dwellings above the zero point of 361 dwellings and the 70-room hotel will be constructed.

DOCUMENT ISSUE RECORD

Technical Note No	Rev	Date	Prepared	Checked	Reviewed (Discipline Lead)	Approved (Project Director)
332511163/TN004	DRAFT	15/12/2023	YR	RR	KT	GN
332511163/TN004	FINAL	24/01/2024	YR	GN	GN	AJ
332511163/TN004	A	09/02/2024	RR	GN	GN	AJ

This report has been prepared by Stantec UK Limited ('Stantec') on behalf of its client to whom this report is addressed ('Client') in connection with the project described in this report and takes into account the Client's particular instructions and requirements. This report was prepared in accordance with the professional services appointment under which Stantec was appointed by its Client. This report is not intended for and should not be relied on by any third party (i.e. parties other than the Client). Stantec accepts no duty or responsibility (including in negligence) to any party other than the Client and disclaims all liability of any nature whatsoever to any such party in respect of this report.

TECHNICAL NOTE

Appendix

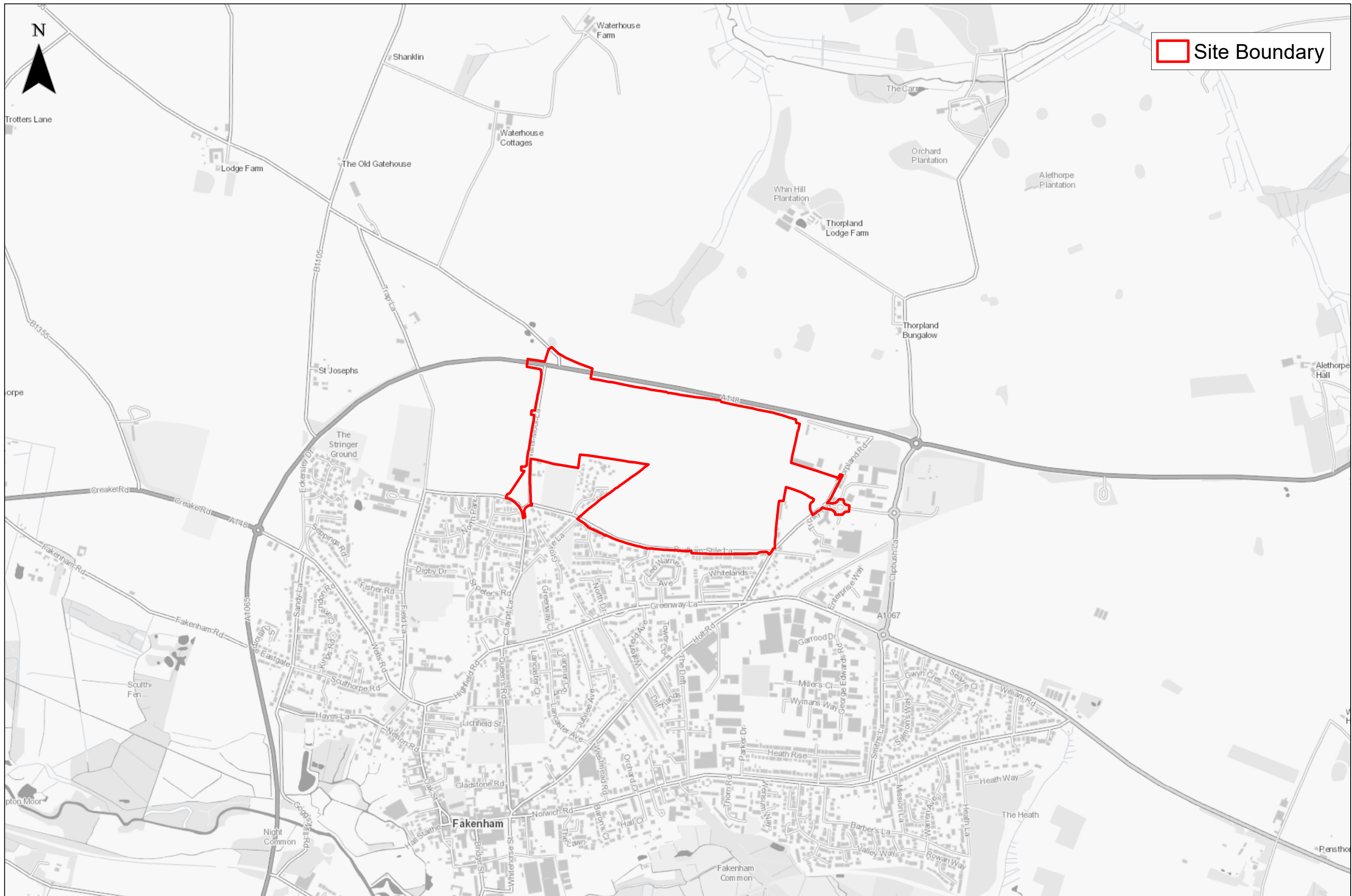
- Site Location Plan
- Total Site Nutrient Budget (Norfolk LPA - River Wensum SAC & Broads SAC Nutrient Budget Calculator V2.1)
- Reduced Unit Numbers Nutrient Budget (Norfolk LPA - River Wensum SAC & Broads SAC Nutrient Budget Calculator V2.1)

Table A.1 Pre-Development Land Use

Cereals (ha)	Lowland Grazing (ha)	Urban Open Space (ha)	Shrub (ha)	Unchanged Land Use (ha)
39.77	1.67	0.19	1.54	3.12

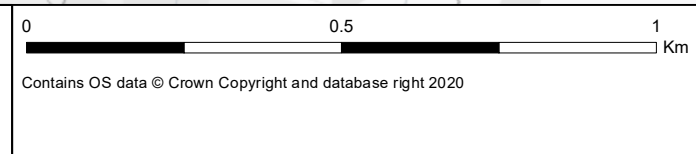
Table A.2 Post-Development Land Use

Medium Intensity Urban Land (ha)	Urban Open Space (ha)	Commercial / Industrial (ha)	Green space (ha)	Allotments (ha)
25.08	8.65	1.17	6.80	1.47



Client
**Trinity College
 Cambridge**

GROVE GARDENS, FAKENHAM
 Site Location



1:12,000 @ A3	Date: 14/12/2023
Drawn: YR	Checked: RR
Figure: 332511163/GIS	Rev -

Stage 1 Calculate nutrient load (Kg/year) derived from the development as a result of increased population

*Note: This calculation should only include the **additional** units resulting from the proposed development, including any development that will result in overnight accommodation. For land not currently in residential use, this will be the total units proposed by the development. However, for land already in residential use, this should only be the increase in units.*

The user should input the relevant number of dwellings into options a, b or c below. In the case of residential developments, only option a is required.

		Value	Unit
1.	Calculate the additional population		
a	Number of dwellings proposed	950	dwellings
	Average occupancy	1.88	persons/dwelling
b	Number of additional rooms above 6 residents (sui generis) for houses in multiple occupation	0	dwellings
	Average occupancy	1.65	persons/dwelling
c	Number of rooms in a hotel or guest house proposed	70	dwellings
	Average occupancy	1.65	persons/dwelling
	Number of weeks open per year (1-52)	52	Weeks
	Average occupancy rate (1-100)	75	%
d	Number of bedspaces in student accommodation		dwellings
	Average occupancy	1	persons/dwelling
	Number of weeks open per year (1-52)		Weeks
	Average occupancy rate (1-100)		%
Total population increase generated by the development		1869	Persons

		Value	Unit
2.	Wastewater volume generated		
	Water use per person	110	Litres/person/day
Wastewater volume generated by the development		205571	Litres/day

Please select how the sewage from the proposed development will be handled, noting that a development must be handled by either a water recycling centre or onsite treatment plants, and cannot be handled by both. Consideration of wastewater loading is not required where a site drains to a WRC that does not drain in to the River Wensum or the Broads catchments

Is sewage to be handled by water recycling centre?

Yes

Is sewage to be handled by Onsite treatment plants?

No

3a. TP budget that would exit the Water Recycling Centre (WRC) after treatment

Note: If the sewage is to be treated by WRCs then the user should select "Yes" in the list above. If package treatment plants are to be used instead, then the user should select "No" above.

This is the process of collecting wastewater from houses and guiding it, via the sewage network, to a WRC (also known as sewage works). The nutrient concentration of the influent is calculated by multiplying the number of people by the expected water usage per day. The nutrient concentration within the effluent is calculated by applying the discharge level of the appropriate WRC. The nutrient loading is expressed in kg/year.

Confirm receiving WRC and discharge level	Value	Unit
Select the WRC the development will connect to	Fakenham (Old And New) WRC	
Phosphorus WRC discharge level	0.90	mg/l
Nitrogen WRC discharge level	25.00	mg/l

Note: Please use the drop down lists to select the WRC that the proposed development will be connected to. If the WRC is not known, then please select 'Unknown' from the drop down list.

The 2030 permit limits are included for guidance purposes only and cannot be relied upon until the Levelling Up and Regeneration Bill is passed into legislation.

Calculate the nutrient load discharged by the WRC	Value	Unit
	Current discharge	Post 2030 discharge
TP discharged by WRC	67.58	16.89 kg/year
TN discharged by WRC	1877.12	675.76 kg/year

3b. TP budget for Onsite treatment plants

Note: If the sewage is to be treated by on-site treatment plants then the user should select "Yes" in the list above. If wastewater treatment works are to be used instead, then the user should select "No" above.

On-site treatment plants are pre-manufactured treatment facilities used to treat wastewater in smaller communities or on individual properties. This concept is defined as decentralized wastewater treatment. The nutrient influent is calculated by multiplying the number of people by the expected loading per person. The nutrient effluent is calculated by applying the reduction efficiency. The nutrient loading is expressed in kg/year.

Calculate nutrient load after treatment	Value	Unit
Select the type of On-site treatment works	Package treatment plant	
Phosphorus discharge level	#N/A	mg/l
Nitrogen discharge level	#N/A	mg/l

Note: The user must input the reduction efficiency of the PTP. The efficiency of the PTP used must be evidenced. The evidence should include the test result documents from the lab (in English) and/or measured effluent concentrations from real world applications. If the efficiency is unknown then a precautionary default value can be used

Calculate loading from wastewater with onsite treatment plants	Value	Unit
TP discharged by on-site treatment plant	0.00	kg/year
TN discharged by on-site treatment plant	0.00	kg/year

		Value	Unit
		Current	Post 2030
4.	Additional population load		
TP load from additional population		67.58	16.89 Kg/year
TN load from additional population		1877.12	675.76 Kg/year

Stage 2 Calculate existing (pre-development) nutrient load from current land use of the development

Note: Where development sites include existing areas that are to be retained, these areas can be excluded from the calculations in both Stages 2 and 3.

1. Identify current land uses of the development site Value Unit

The user should select the value from the following drop-down list that applies to the development. Use the links below or navigate to the 'Introduction' tab to find instructions on how this information can be acquired.

Select the Catchment	Wensum	
Select the soil drainage type	Impermeable - drained for arable	
Select annual average rainfall band	700-750	mm/yr
Within Nitrate Vulnerable Zone (NVZ)	Yes	

[Note: Use the Link in the introduction tab to find the appropriate catchment](#)

[Note: Use the criteria table in the introduction tab to identify if the soil type](#)

[Note: Rainfall can be identified using the map on the Rainfall tab](#)

[Note: Use the Link in the introduction tab to find out whether the development is in a Nitrate Vulnerable Zone \(NVZ\)](#)

2. Input the area of the existing land use type(s) **TP loading TN loading**

High density residential		Hectares	0.00	0.00	Kg/yr
Medium density residential		Hectares	0.00	0.00	Kg/yr
Low density residential		Hectares	0.00	0.00	Kg/yr
Commercial / Industrial		Hectares	0.00	0.00	Kg/yr
Urban open space	0.190	Hectares	0.00	0.40	Kg/yr
Dairy		Hectares	0.00	0.00	Kg/yr
Lowland grazing	1.670	Hectares	0.37	22.81	Kg/yr
Mixed		Hectares	0.00	0.00	Kg/yr
Poultry		Hectares	0.00	0.00	Kg/yr
Pigs		Hectares	0.00	0.00	Kg/yr
Horticulture		Hectares	0.00	0.00	Kg/yr
Cereals	39.770	Hectares	29.03	944.54	Kg/yr
General arable		Hectares	0.00	0.00	Kg/yr
Allotments and city farms		Hectares	0.00	0.00	Kg/yr
Woodland (e.g. conifer, mixed, broad-leaved)		Hectares	0.00	0.00	Kg/yr
Greenspace		Hectares	0.00	0.00	Kg/yr
Shrub / heathland / bracken / bog	1.540	Hectares	0.03	4.62	Kg/yr
Water		Hectares	0.00	0.00	Kg/yr
Sum total	43.170	Hectares	29.43	972.37	Kg/yr

3. Calculate loading from current land usage

	Value	Unit
TP load from proposed land usage	29.43	Kg/yr
TN load from proposed land usage	972.37	Kg/yr

Stage 3**Calculate nutrient load for the proposed development**

Note: This section should include all land uses within the proposed development. Where the proposed scheme is to create new wetlands, woodlands, nature reserves, etc. within the development site area, then this should be included within this section. Any offsite mitigation should not be included below, and should instead be inputted in the mitigation stages (if mitigation is required).

1.	Identify proposed land uses of the development site	Value	Unit
	High intensity urban land		Hectares
	Medium intensity urban land	25.080	Hectares
	Low intensity urban land		Hectares
	Commercial / Industrial	1.170	Hectares
	Open urban space	8.650	Hectares
	Allotments and city farms	1.470	Hectares
	Woodland (e.g. conifer, mixed, broad-leaved)		Hectares
	Green space	6.800	Hectares
	Shrub / heathland / bracken / bog		Hectares
	Water		Hectares

2.	Designed Wetlands / SuDS		
	Wetland / SuDS area		Hectares
	TP Banking coefficient		kg/ha/year
	TN Banking coefficient		kg/ha/year

Note: Please input the banking coefficient (i.e. the nutrient removal amount in kg/ha/yr) calculated for the designed wetland / SuDS. The calculated value should be justifiable with supporting evidence.

Sum total of land uses **43.170** **Hectares**

Note: The sum total of land uses must equal the development site area inputted in Stage 2 - the box will colour red if the areas do not match. Wetland refers to specific wetland related to a watercourse. For more information, please refer to the land use definitions in the help tab.

3.	Calculate loading from proposed land usage	Value	Unit
	TP load from proposed land usage	12.17	kg/year
	TN load from proposed land usage	249.57	kg/year

Stage 4		Calculate the net change in nutrient load from the proposed development		
<p><i>Note: This stage calculates the net change in TP and TN load to the catchment from the proposed development. This is derived by calculating the difference between the load calculated for the proposed development (wastewater, urban area, open space, etc.) and that for the existing land uses. The nutrient budget for the site has been calculated under current and post-2025 WRC permit levels, where applicable. The nutrient budgets under proposed Post 2030 permit limits are for guidance purposes only until the permit limits are put into legislation.</i></p>				
		Current	Post 2030	Summary
1.	Identify the load from additional population	Value	Value	Unit
				No. of dwellings 1020
				WRC location Fakenham (Old And New) WRC
	TP Loading from additional population	67.58	16.89	kg/year
	TN Loading from additional population	1877.12	675.76	kg/year
				Current TP discharge concentr 0.90
				Current TN discharge concentr 25.00
				Post 2030 TP discharge concer 0.23
				Post 2030 TN discharge concei 9.00
2.	Calculate net change in nutrient load from land use change	Value	Value	Unit
	TP load from land use change	-17.26	-17.26	kg/year
	TN load from land use change	-722.80	-722.80	kg/year
				TP current land use 29.43
				TP proposed land use 12.17
				TN current land use 972.37
				TN proposed land use 249.57
3.	Calculate nutrient budget for the development site	Value	Value	Unit
	TP budget for the site	50.31	-0.37	kg/year
	TN budget for the site	1154.32	-47.03	kg/year
4.	Calculate precautionary buffer	Value	Value	Unit
	Buffer amount	20	20	%
	TP Precautionary buffer	10.06	0.00	kg/year
	TN Precautionary buffer	230.86	0.00	kg/year
<p><i>Note: The figures used throughout this model are based on scientific research, evidence and modelled catchments and represent the best available evidence. However, it is important that a precautionary buffer is used that recognises the uncertainty with these figures and ensures, with reasonable certainty, that there will be no adverse effect on site integrity. As such, a 20% precautionary buffer added to the nutrient budget.</i></p>				
5.	Total nutrient budget for the development site	Value		Unit
	Total Phosphorus budget for the site	60.38	-0.37	Kg/year
	Total Nitrogen budget for the site	1385.19	-47.03	Kg/year
Current TP loading				
Development will generate additional Phosphate (Mitigation required) - Please progress to 'Mitigation current' tab				
Post 2030 TP loading				
Development will be Phosphate neutral - no mitigation will be required				
Current TN loading				
Development will generate additional Nitrate (Mitigation required) - Please progress to 'mitigation - current' tab				
Post 2030 TN loading				
Development will be Nitrate neutral - no mitigation will be required				

Stage 1 Calculate nutrient load (Kg/year) derived from the development as a result of increased population

Note: This calculation should only include the additional units resulting from the proposed development, including any development that will result in overnight accommodation. For land not currently in residential use, this will be the total units proposed by the development. However, for land already in residential use, this should only be the increase in units.

The user should input the relevant number of dwellings into options a, b or c below. In the case of residential developments, only option a is required.

		Value	Unit
1.	Calculate the additional population		
a	Number of dwellings proposed	304	dwellings
	Average occupancy	1.88	persons/dwelling
b	Number of additional rooms above 6 residents (sui generis) for houses in multiple occupation	0	dwellings
	Average occupancy	1.65	persons/dwelling
c	Number of rooms in a hotel or guest house proposed	70	dwellings
	Average occupancy	1.65	persons/dwelling
	Number of weeks open per year (1-52)	52	Weeks
	Average occupancy rate (1-100)	75	%
d	Number of bedspaces in student accommodation		dwellings
	Average occupancy	1	persons/dwelling
	Number of weeks open per year (1-52)		Weeks
	Average occupancy rate (1-100)		%
Total population increase generated by the development		657	Persons

		Value	Unit
2.	Wastewater volume generated		
	Water use per person	110	Litres/person/day
Wastewater volume generated by the development		72262	Litres/day

Please select how the sewage from the proposed development will be handled, noting that a development must be handled by either a water recycling centre or onsite treatment plants, and cannot be handled by both. Consideration of wastewater loading is not required where a site drains to a WRC that does not drain in to the River Wensum or the Broads catchments

Is sewage to be handled by water recycling centre?

Yes

Is sewage to be handled by Onsite treatment plants?

No

3a. TP budget that would exit the Water Recycling Centre (WRC) after treatment

Note: If the sewage is to be treated by WRCs then the user should select "Yes" in the list above. If package treatment plants are to be used instead, then the user should select "No" above.

This is the process of collecting wastewater from houses and guiding it, via the sewage network, to a WRC (also known as sewage works). The nutrient concentration of the influent is calculated by multiplying the number of people by the expected water usage per day. The nutrient concentration within the effluent is calculated by applying the discharge level of the appropriate WRC. The nutrient loading is expressed in kg/year.

Confirm receiving WRC and discharge level	Value	Unit
Select the WRC the development will connect to	Fakenham (Old And New) WRC	
Phosphorus WRC discharge level	0.90	mg/l
Nitrogen WRC discharge level	25.00	mg/l

Note: Please use the drop down lists to select the WRC that the proposed development will be connected to. If the WRC is not known, then please select 'Unknown' from the drop down list.

The 2030 permit limits are included for guidance purposes only and cannot be relied upon until the Levelling Up and Regeneration Bill is passed into legislation.

Calculate the nutrient load discharged by the WRC	Value	Unit
	Current discharge	Post 2030 discharge
TP discharged by WRC	23.75	5.94 kg/year
TN discharged by WRC	659.84	237.54 kg/year

3b. TP budget for Onsite treatment plants

Note: If the sewage is to be treated by on-site treatment plants then the user should select "Yes" in the list above. If wastewater treatment works are to be used instead, then the user should select "No" above.

On-site treatment plants are pre-manufactured treatment facilities used to treat wastewater in smaller communities or on individual properties. This concept is defined as decentralized wastewater treatment. The nutrient influent is calculated by multiplying the number of people by the expected loading per person. The nutrient effluent is calculated by applying the reduction efficiency. The nutrient loading is expressed in kg/year.

Calculate nutrient load after treatment	Value	Unit
Select the type of On-site treatment works	Package treatment plant	
Phosphorus discharge level	#N/A	mg/l
Nitrogen discharge level	#N/A	mg/l

Note: The user must input the reduction efficiency of the PTP. The efficiency of the PTP used must be evidenced. The evidence should include the test result documents from the lab (in English) and/or measured effluent concentrations from real world applications. If the efficiency is unknown then a precautionary default value can be used

Calculate loading from wastewater with onsite treatment plants	Value	Unit
TP discharged by on-site treatment plant	0.00	kg/year
TN discharged by on-site treatment plant	0.00	kg/year

		Value	Unit
		Current	Post 2030
4.	Additional population load		
TP load from additional population		23.75	5.94 Kg/year
TN load from additional population		659.84	237.54 Kg/year

Stage 2 Calculate existing (pre-development) nutrient load from current land use of the development

Note: Where development sites include existing areas that are to be retained, these areas can be excluded from the calculations in both Stages 2 and 3.

1. Identify current land uses of the development site Value Unit

The user should select the value from the following drop-down list that applies to the development. Use the links below or navigate to the 'Introduction' tab to find instructions on how this information can be acquired.

Select the Catchment	Wensum	
Select the soil drainage type	Impermeable - drained for arable	
Select annual average rainfall band	700-750	mm/yr
Within Nitrate Vulnerable Zone (NVZ)	Yes	

[Note: Use the Link in the introduction tab to find the appropriate catchment](#)

[Note: Use the criteria table in the introduction tab to identify if the soil type](#)

[Note: Rainfall can be identified using the map on the Rainfall tab](#)

[Note: Use the Link in the introduction tab to find out whether the development is in a Nitrate Vulnerable Zone \(NVZ\)](#)

2. Input the area of the existing land use type(s) **TP loading TN loading**

Land Use Type	Area (Hectares)	Unit	TP loading (Kg/yr)	TN loading (Kg/yr)	Unit
High density residential		Hectares	0.00	0.00	Kg/yr
Medium density residential		Hectares	0.00	0.00	Kg/yr
Low density residential		Hectares	0.00	0.00	Kg/yr
Commercial / Industrial		Hectares	0.00	0.00	Kg/yr
Urban open space	0.190	Hectares	0.00	0.40	Kg/yr
Dairy		Hectares	0.00	0.00	Kg/yr
Lowland grazing	1.670	Hectares	0.37	22.81	Kg/yr
Mixed		Hectares	0.00	0.00	Kg/yr
Poultry		Hectares	0.00	0.00	Kg/yr
Pigs		Hectares	0.00	0.00	Kg/yr
Horticulture		Hectares	0.00	0.00	Kg/yr
Cereals	39.770	Hectares	29.03	944.54	Kg/yr
General arable		Hectares	0.00	0.00	Kg/yr
Allotments and city farms		Hectares	0.00	0.00	Kg/yr
Woodland (e.g. conifer, mixed, broad-leaved)		Hectares	0.00	0.00	Kg/yr
Greenspace		Hectares	0.00	0.00	Kg/yr
Shrub / heathland / bracken / bog	1.540	Hectares	0.03	4.62	Kg/yr
Water		Hectares	0.00	0.00	Kg/yr
Sum total	43.170	Hectares	29.43	972.37	Kg/yr

3. Calculate loading from current land usage

	Value	Unit
TP load from proposed land usage	29.43	Kg/yr
TN load from proposed land usage	972.37	Kg/yr

Stage 3**Calculate nutrient load for the proposed development**

Note: This section should include all land uses within the proposed development. Where the proposed scheme is to create new wetlands, woodlands, nature reserves, etc. within the development site area, then this should be included within this section. Any offsite mitigation should not be included below, and should instead be inputted in the mitigation stages (if mitigation is required).

1.	Identify proposed land uses of the development site	Value	Unit
	High intensity urban land		Hectares
	Medium intensity urban land	8.560	Hectares
	Low intensity urban land		Hectares
	Commercial / Industrial	1.170	Hectares
	Open urban space	8.650	Hectares
	Allotments and city farms	1.470	Hectares
	Woodland (e.g. conifer, mixed, broad-leaved)		Hectares
	Green space	23.320	Hectares
	Shrub / heathland / bracken / bog		Hectares
	Water		Hectares

2.	Designed Wetlands / SuDS		
	Wetland / SuDS area		Hectares
	TP Banking coefficient		kg/ha/year
	TN Banking coefficient		kg/ha/year

Note: Please input the banking coefficient (i.e. the nutrient removal amount in kg/ha/yr) calculated for the designed wetland / SuDS. The calculated value should be justifiable with supporting evidence.

Sum total of land uses **43.170** **Hectares**

Note: The sum total of land uses must equal the development site area inputted in Stage 2 - the box will colour red if the areas do not match. Wetland refers to specific wetland related to a watercourse. For more information, please refer to the land use definitions in the help tab.

3.	Calculate loading from proposed land usage	Value	Unit
	TP load from proposed land usage	5.64	kg/year
	TN load from proposed land usage	194.83	kg/year

Stage 4		Calculate the net change in nutrient load from the proposed development		
<p><i>Note: This stage calculates the net change in TP and TN load to the catchment from the proposed development. This is derived by calculating the difference between the load calculated for the proposed development (wastewater, urban area, open space, etc.) and that for the existing land uses. The nutrient budget for the site has been calculated under current and post-2025 WRC permit levels, where applicable. The nutrient budgets under proposed Post 2030 permit limits are for guidance purposes only until the permit limits are put into legislation.</i></p>				
		Current	Post 2030	Summary
1.	Identify the load from additional population	Value	Value	Unit
	TP Loading from additional population	23.75	5.94	kg/year
	TN Loading from additional population	659.84	237.54	kg/year
				No. of dwellings 374
				WRC location Fakenham (Old And New) WRC
				Current TP discharge concentr 0.90
				Current TN discharge concentr 25.00
				Post 2030 TP discharge concer 0.23
				Post 2030 TN discharge concei 9.00
2.	Calculate net change in nutrient load from land use change	Value	Value	Unit
	TP load from land use change	-23.79	-23.79	kg/year
	TN load from land use change	-777.54	-777.54	kg/year
				TP current land use 29.43
				TP proposed land use 5.64
				TN current land use 972.37
				TN proposed land use 194.83
3.	Calculate nutrient budget for the development site	Value	Value	Unit
	TP budget for the site	-0.04	-17.86	kg/year
	TN budget for the site	-117.70	-540.00	kg/year
4.	Calculate precautionary buffer	Value	Value	Unit
	Buffer amount	20	20	%
	TP Precautionary buffer	0.00	0.00	kg/year
	TN Precautionary buffer	0.00	0.00	kg/year
5.	Total nutrient budget for the development site	Value		Unit
	Total Phosphorus budget for the site	-0.04	-17.86	Kg/year
	Total Nitrogen budget for the site	-117.70	-540.00	Kg/year
Current TP loading				
Development will be Phosphate neutral - no mitigation will be required				
Post 2030 TP loading				
Development will be Phosphate neutral - no mitigation will be required				
Current TN loading				
Development will be Nitrate neutral - no mitigation will be required				
Post 2030 TN loading				
Development will be Nitrate neutral - no mitigation will be required				

Stage 1 Calculate nutrient load (Kg/year) derived from the development as a result of increased population

*Note: This calculation should only include the **additional** units resulting from the proposed development, including any development that will result in overnight accommodation. For land not currently in residential use, this will be the total units proposed by the development. However, for land already in residential use, this should only be the increase in units.*

The user should input the relevant number of dwellings into options a, b or c below. In the case of residential developments, only option a is required.

		Value	Unit
1.	Calculate the additional population		
a	Number of dwellings proposed	361	dwellings
	Average occupancy	1.88	persons/dwelling
b	Number of additional rooms above 6 residents (sui generis) for houses in multiple occupation	0	dwellings
	Average occupancy	1.65	persons/dwelling
c	Number of rooms in a hotel or guest house proposed	70	dwellings
	Average occupancy	1.65	persons/dwelling
	Number of weeks open per year (1-52)	52	Weeks
	Average occupancy rate (1-100)	75	%
d	Number of bedspaces in student accommodation		dwellings
	Average occupancy	1	persons/dwelling
	Number of weeks open per year (1-52)		Weeks
	Average occupancy rate (1-100)		%
Total population increase generated by the development		764	Persons

		Value	Unit
2.	Wastewater volume generated		
	Water use per person	110	Litres/person/day
Wastewater volume generated by the development		84025	Litres/day

Please select how the sewage from the proposed development will be handled, noting that a development must be handled by either a water recycling centre or onsite treatment plants, and cannot be handled by both. Consideration of wastewater loading is not required where a site drains to a WRC that does not drain in to the River Wensum or the Broads catchments

Is sewage to be handled by water recycling centre?

Yes

Is sewage to be handled by Onsite treatment plants?

No

3a. TP budget that would exit the Water Recycling Centre (WRC) after treatment

Note: If the sewage is to be treated by WRCs then the user should select "Yes" in the list above. If package treatment plants are to be used instead, then the user should select "No" above.

This is the process of collecting wastewater from houses and guiding it, via the sewage network, to a WRC (also known as sewage works). The nutrient concentration of the influent is calculated by multiplying the number of people by the expected water usage per day. The nutrient concentration within the effluent is calculated by applying the discharge level of the appropriate WRC. The nutrient loading is expressed in kg/year.

Confirm receiving WRC and discharge level	Value	Unit
Select the WRC the development will connect to	Fakenham (Old And New) WRC	
Phosphorus WRC discharge level	0.90	mg/l
Nitrogen WRC discharge level	25.00	mg/l

Note: Please use the drop down lists to select the WRC that the proposed development will be connected to. If the WRC is not known, then please select 'Unknown' from the drop down list.

The 2030 permit limits are included for guidance purposes only and cannot be relied upon until the Levelling Up and Regeneration Bill is passed into legislation.

Calculate the nutrient load discharged by the WRC	Value	Unit
	Current discharge	Post 2030 discharge
TP discharged by WRC	27.62	6.91 kg/year
TN discharged by WRC	767.25	276.21 kg/year

3b. TP budget for Onsite treatment plants

Note: If the sewage is to be treated by on-site treatment plants then the user should select "Yes" in the list above. If wastewater treatment works are to be used instead, then the user should select "No" above.

On-site treatment plants are pre-manufactured treatment facilities used to treat wastewater in smaller communities or on individual properties. This concept is defined as decentralized wastewater treatment. The nutrient influent is calculated by multiplying the number of people by the expected loading per person. The nutrient effluent is calculated by applying the reduction efficiency. The nutrient loading is expressed in kg/year.

Calculate nutrient load after treatment	Value	Unit
Select the type of On-site treatment works	Package treatment plant	
Phosphorus discharge level	#N/A	mg/l
Nitrogen discharge level	#N/A	mg/l

Note: The user must input the reduction efficiency of the PTP. The efficiency of the PTP used must be evidenced. The evidence should include the test result documents from the lab (in English) and/or measured effluent concentrations from real world applications. If the efficiency is unknown then a precautionary default value can be used

Calculate loading from wastewater with onsite treatment plants	Value	Unit
TP discharged by on-site treatment plant	0.00	kg/year
TN discharged by on-site treatment plant	0.00	kg/year

		Value	Unit
		Current	Post 2030
4.	Additional population load		
	TP load from additional population	27.62	6.91 Kg/year
	TN load from additional population	767.25	276.21 Kg/year

Stage 2 Calculate existing (pre-development) nutrient load from current land use of the development

Note: Where development sites include existing areas that are to be retained, these areas can be excluded from the calculations in both Stages 2 and 3.

1. Identify current land uses of the development site Value Unit

The user should select the value from the following drop-down list that applies to the development. Use the links below or navigate to the 'Introduction' tab to find instructions on how this information can be acquired.

Select the Catchment	Wensum	
Select the soil drainage type	Impermeable - drained for arable	
Select annual average rainfall band	700-750	mm/yr
Within Nitrate Vulnerable Zone (NVZ)	Yes	

[Note: Use the Link in the introduction tab to find the appropriate catchment](#)

[Note: Use the criteria table in the introduction tab to identify if the soil type](#)

[Note: Rainfall can be identified using the map on the Rainfall tab](#)

[Note: Use the Link in the introduction tab to find out whether the development is in a Nitrate Vulnerable Zone \(NVZ\)](#)

2. Input the area of the existing land use type(s) **TP loading TN loading**

Land Use Type	Area (Hectares)	Unit	TP loading (Kg/yr)	TN loading (Kg/yr)	Unit
High density residential		Hectares	0.00	0.00	Kg/yr
Medium density residential		Hectares	0.00	0.00	Kg/yr
Low density residential		Hectares	0.00	0.00	Kg/yr
Commercial / Industrial		Hectares	0.00	0.00	Kg/yr
Urban open space	0.190	Hectares	0.00	0.40	Kg/yr
Dairy		Hectares	0.00	0.00	Kg/yr
Lowland grazing	1.670	Hectares	0.37	22.81	Kg/yr
Mixed		Hectares	0.00	0.00	Kg/yr
Poultry		Hectares	0.00	0.00	Kg/yr
Pigs		Hectares	0.00	0.00	Kg/yr
Horticulture		Hectares	0.00	0.00	Kg/yr
Cereals	39.770	Hectares	29.03	944.54	Kg/yr
General arable		Hectares	0.00	0.00	Kg/yr
Allotments and city farms		Hectares	0.00	0.00	Kg/yr
Woodland (e.g. conifer, mixed, broad-leaved)		Hectares	0.00	0.00	Kg/yr
Greenspace		Hectares	0.00	0.00	Kg/yr
Shrub / heathland / bracken / bog	1.540	Hectares	0.03	4.62	Kg/yr
Water		Hectares	0.00	0.00	Kg/yr
Sum total	43.170	Hectares	29.43	972.37	Kg/yr

3. Calculate loading from current land usage

	Value	Unit
TP load from proposed land usage	29.43	Kg/yr
TN load from proposed land usage	972.37	Kg/yr

Stage 3**Calculate nutrient load for the proposed development**

Note: This section should include all land uses within the proposed development. Where the proposed scheme is to create new wetlands, woodlands, nature reserves, etc. within the development site area, then this should be included within this section. Any offsite mitigation should not be included below, and should instead be inputted in the mitigation stages (if mitigation is required).

1.	Identify proposed land uses of the development site	Value	Unit
	High intensity urban land		Hectares
	Medium intensity urban land	10.010	Hectares
	Low intensity urban land		Hectares
	Commercial / Industrial	1.170	Hectares
	Open urban space	8.650	Hectares
	Allotments and city farms	1.470	Hectares
	Woodland (e.g. conifer, mixed, broad-leaved)		Hectares
	Green space	21.870	Hectares
	Shrub / heathland / bracken / bog		Hectares
	Water		Hectares

2.	Designed Wetlands / SuDS		
	Wetland / SuDS area		Hectares
	TP Banking coefficient		kg/ha/year
	TN Banking coefficient		kg/ha/year

Note: Please input the banking coefficient (i.e. the nutrient removal amount in kg/ha/yr) calculated for the designed wetland / SuDS. The calculated value should be justifiable with supporting evidence.

Sum total of land uses **43.170** **Hectares**

Note: The sum total of land uses must equal the development site area inputted in Stage 2 - the box will colour red if the areas do not match. Wetland refers to specific wetland related to a watercourse. For more information, please refer to the land use definitions in the help tab.

3.	Calculate loading from proposed land usage	Value	Unit
	TP load from proposed land usage	6.21	kg/year
	TN load from proposed land usage	199.63	kg/year

Stage 4		Calculate the net change in nutrient load from the proposed development				
<p><i>Note: This stage calculates the net change in TP and TN load to the catchment from the proposed development. This is derived by calculating the difference between the load calculated for the proposed development (wastewater, urban area, open space, etc.) and that for the existing land uses. The nutrient budget for the site has been calculated under current and post-2025 WRC permit levels, where applicable. The nutrient budgets under proposed Post 2030 permit limits are for guidance purposes only until the permit limits are put into legislation.</i></p>						
		Current	Post 2030	Unit	Summary	
1.	Identify the load from additional population	Value	Value	Unit	No. of dwellings	431
					WRC location	Fakenham (Old And New) WRC
	TP Loading from additional population	27.62	6.91	kg/year	Current TP discharge concentr	0.90
	TN Loading from additional population	767.25	276.21	kg/year	Current TN discharge concentr	25.00
					Post 2030 TP discharge concer	0.23
					Post 2030 TN discharge concei	9.00
2.	Calculate net change in nutrient load from land use change	Value	Value	Unit	TP current land use	29.43
	TP load from land use change	-23.22	-23.22	kg/year	TP proposed land use	6.21
	TN load from land use change	-772.74	-772.74	kg/year	TN current land use	972.37
					TN proposed land use	199.63
3.	Calculate nutrient budget for the development site	Value	Value	Unit		
	TP budget for the site	4.40	-16.32	kg/year		
	TN budget for the site	-5.49	-496.53	kg/year		
4.	Calculate precautionary buffer	Value	Value	Unit		
	Buffer amount	20	20	%		
	TP Precautionary buffer	0.88	0.00	kg/year		
	TN Precautionary buffer	0.00	0.00	kg/year		
<p><i>Note: The figures used throughout this model are based on scientific research, evidence and modelled catchments and represent the best available evidence. However, it is important that a precautionary buffer is used that recognises the uncertainty with these figures and ensures, with reasonable certainty, that there will be no adverse effect on site integrity. As such, a 20% precautionary buffer added to the nutrient budget.</i></p>						
5.	Total nutrient budget for the development site	Value		Unit		
	Total Phosphorus budget for the site	5.28	-16.32	Kg/year		
	Total Nitrogen budget for the site	-5.49	-496.53	Kg/year		
Current TP loading						
Development will generate additional Phosphate (Mitigation required) - Please progress to 'Mitigation current' tab						
Post 2030 TP loading						
Development will be Phosphate neutral - no mitigation will be required						
Current TN loading						
Development will be Nitrate neutral - no mitigation will be required						
Post 2030 TN loading						
Development will be Nitrate neutral - no mitigation will be required						

APPENDIX 3

Site F01/B Nutrient Neutrality Technical Note - TN001

CALCULATION RECORD

Job Name: Fakenham Allocated Site
Job No: 332511163
Note No: TN001
Date: February 2024
Prepared By: Roberta Rogers
Subject: **Initial Nutrient Budget Calculation Record and Mitigation Optioneering**

1 Overview

1.1 Introduction

- 1.1.1 This Calculation Record has been prepared by Stantec, on behalf of Trinity College Cambridge c/o Savills, to support development proposals at Fakenham Norfolk allocated as part of the draft North Norfolk Local Plan.
- 1.1.2 All work has been undertaken following the advice provided by Natural England (NE) in a letter titled 'Advice for development proposals with the potential to affect water quality resulting in adverse nutrient impact on habitats sites' dated 16th of March 2022 for both the River Wensum SAC and the Broads SAC. In addition, the assessment will be undertaken following advice provided by the Local Planning Authority (LPA) for both the River Wensum SAC and the Broads SAC, including the use of the Joint Norfolk LPA's Nutrient Budget Calculator, version 2.1, dated March 2023.
- 1.1.3 This initial nutrient budget calculation is to support the allocation of the site within the North Norfolk Local Plan; final nutrient budgets would need to be prepared to support a planning application when the fixed masterplan is available. This calculation record is not prepared for planning, and a full Nutrient Neutrality Assessment and Mitigation Strategy (NNAMS) should be prepared following the final nutrient budgets being calculated.
- 1.1.4 The information given within this calculation record is based on publicly available data at the time of writing, and no discussions with consultees have been undertaken.

1.2 Development Proposals

- 1.2.1 The site is located at Grove Gardens, Fakenham. The site is centred around the Ordnance Survey (OS) grid reference 591980E, 331017N. A site location plan is provided in the **Figure 1.1**.
- 1.2.2 Given the stage of development, no masterplan is available at the time of writing therefore, this Calculations Record will review the initial nutrient budget based on a number of assumptions:
- Total site area of 17.7ha
 - 500 residential units
 - Net developable area equivalent to 70% of the total site boundary
 - The remaining site will be greenspace / open space.
- 1.2.3 It is assumed the foul water strategy will propose to discharge to Fakenham Wastewater Treatment Works (WwTW).

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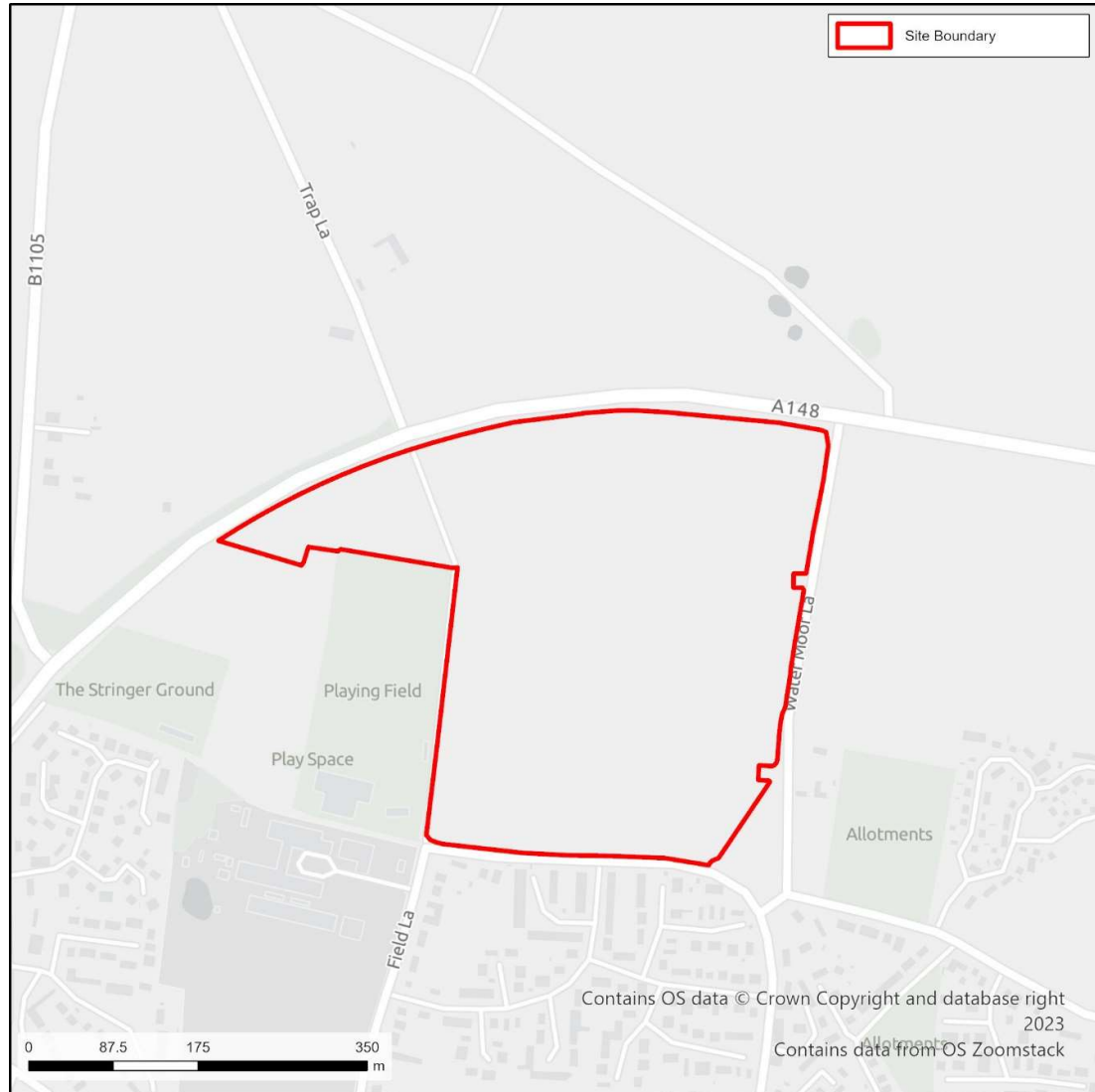


Figure 1.1: Site Location Plan

2 Background Context

2.1 The Broads SAC and Broadlands Ramsar

- 2.1.1 The NE catchment boundary for nutrient neutrality impact areas shows the site lies partially within The Wensum and The Broads catchment area.
- 2.1.2 The Broads SAC and Broadland Ramsar site are Habitats sites with water pollution and eutrophication considered a threat to its condition. The catchment is shown in **Figure 3.1**. The fens of The Broads, located in East Anglia, contain several examples of naturally nutrient-rich lakes. Although artificial, having been created by peat digging in medieval times, these lakes and the ditches in areas of fen and drained marshlands support relict vegetation of the original Fenland flora, and collectively this site contains one of the richest assemblages of rare and local aquatic species in the UK.
- 2.1.3 The SAC and Ramsar are designated for several different significant habitats, including habitats made up of a range of important aquatic plant species from groups including stoneworts,

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pondweeds, water-milfoils and water-lilies. The sites are also a stronghold of little whirlpool ram's-horn snail and Desmoulin's whorl snail in East Anglia. The range of wetlands and associated habitats also provides suitable conditions for otters.

- 2.1.4 The nutrient pressures for which the site is unfavourable are nitrogen and phosphorous.

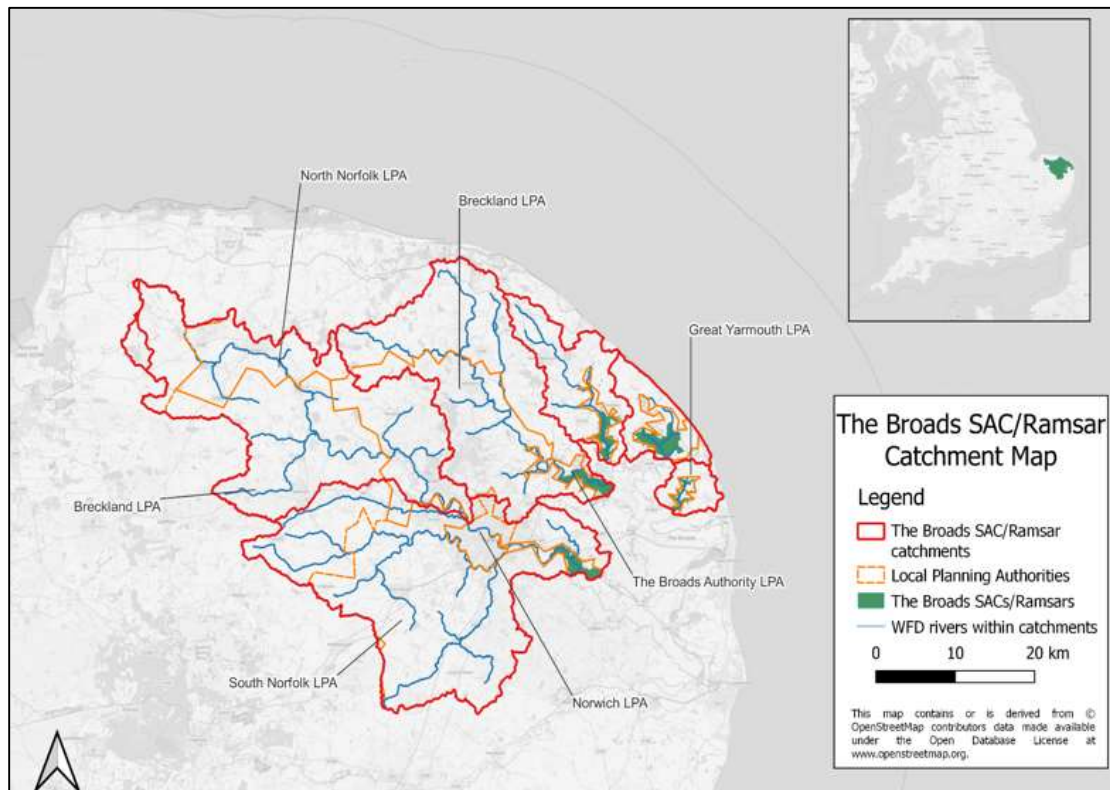


Figure 2.1 The Broads SAC/Ramsar Catchment Map (Extracted NE catchment specific guidance, March 2022).

2.2 Levelling Up and Regeneration Act (2023)

- 2.2.1 The government released a Ministerial Statement (20th July 2022) which set out the action the government is taking to address the issue of nutrient pollution. This included proposed amendments to the Levelling up and Regeneration Bill (LURB) which will place a new statutory duty on water and sewerage companies in England to upgrade Wastewater Treatment Works (serving a population equivalent of greater than 2000) by 2030 in 'nutrient neutrality' areas to the "highest Technologically Achievable Limit (TAL)".
- 2.2.2 In a letter from the Chief Planning Officer on the 21st of July 2022, it was indicated the TAL for phosphates is 0.25 mgTP/l and TAL for nitrates is 10 mgTN/L.
- 2.2.3 On the 21st of November 2022, the proposed amendment to the LURB was released, which included additional clauses (Sections 96B-K) to be added after Section 96A of the Water Industry Act 1991 "Nutrient Pollution Standards to apply to certain sewage disposal works".
- 2.2.4 On the 26th of October 2023, the LURB received Royal Assent. The Levelling Up and Regeneration Act (LURA) places a legal obligation on water and sewerage providers to upgrade WwTW to TAL by 2030, which is enforceable via the provisions of Section 18 of the Water Industry Act, 1991.

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3 Initial Nutrient Budget

3.1 Methodology

- 3.1.1 The nutrient budget calculations have been undertaken by applying the Joint Norfolk LPA's Nutrient Budget Calculator (V2.1).
- 3.1.2 The NE catchment boundary for nutrient neutrality impact areas shows the site lies partially within The Wensum and The Broads catchment. To be conservative, the entire site has assumed to discharge surface water drainage to the Wensum and The Broads catchment, therefore the entire site has been assessed in the calculations. This is considered a worst-case scenario and it is expected the actual nutrient budget will be lower than assessed as part of this note.
- 3.1.3 Construction of the proposed development is not expected to occur until after 2030. Therefore, the following calculations assume the permit limit at Fakenham WwTW is equivalent to TAL in accordance with the LURA.

3.2 Parameters

- 3.2.1 To calculate an initial nutrient budget a series of parameters have been defined, based on the hydrological setting of the site and development proposals. These are presented in **Table 3.1**.

Table 3.1: Initial Calculation Parameters

Parameter		Information Source	
Dwellings		500	Development Proposals
Occupancy Rate		1.88	LPA Calculator
Wastewater Treatment Works		Fakenham	
Permit Limit (mg/l)		TP: 0.25 TN: 10	TAL
River Catchment		Wensum	EA Catchment Explorer
Soil drainage type		Freely Draining	Soilscapes
Annual Average Rainfall (mm)		700.1-750	Norfolk Average Rainfall Map for the period 2001-2021
Presence in Nitrate Vulnerable Zone		Yes	Nitrate Vulnerable Zones (NVZ) 2021 Designations
Site Area (ha)		17.70	Development Proposals
Pre-Development Land use	General Arable	15.85	Historic aerial imagine and the Crop Map of England (2020-2021)
	Greenspace	1.85	
Post-Development land use	Residential Urban	12.39	Assumed as 70% of the total site area.
	Green space	5.31	Assumed as 30% of the total site area.

3.3 Initial Nutrient Budget

- 3.3.1 The budget calculation methodology is formed of four stages to quantify the nutrient loading and demonstrate if there is additional loading resulting in the development proposals. Where the proposed development does create additional loading into the system, mitigation to offset these excess nutrients would be required to achieve nutrient neutrality.

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3.3.2 Outcomes of the initial nutrient budget calculations are presented in **Table 3.2**, and a copy of the calculation is appended.

Table 3.2: Initial Nutrient Budget

Calculation Stage	Calculation Output	TN	TP
Stage 1	Annual Wastewater load (kg/yr)	339.18	8.48
Stage 2	Pre-development Annual Nutrient Export (kg/yr)	480.57	2.10
Stage 3	Post-development Total Annual Nutrient Export (kg/yr)	94.16	5.25
Stage 4	Nutrient Budget (kg/yr)	0	11.64
Stage 4	Nutrient Budget incl 20% buffer (kg/yr)	0	13.96

3.3.3 A precautionary buffer of 20% is applied to the initial nutrient budget. This precautionary buffer is used to recognise the uncertainty with the data and ensures the approach is precautionary. Including the recommended 20% buffer; these calculations set the initial nutrient budget for the proposed development at **13.96** kgTP/year and neutral for TN in the post 2030 scenario.

3.3.4 Therefore, based on the calculations presented the proposed development requires mitigation to demonstrate nutrient neutrality.

4 Mitigation Optioneering

4.1 Overview

4.1.1 Overall, there are a number of mitigation solutions which to mitigate the nutrient load. These include taking land out of agricultural use; constructed wetland creation; SuDS; third party credit schemes, to provide a few examples. Mitigation measures will need to be secured for the duration over which the development is causing the effects, generally 80-125 years.

4.1.2 An initial desk-based mitigation optioneering exercise has been undertaken based on the initial nutrient budget. As the nitrogen budget is neutral without mitigation the assessment focuses on mitigation to provide phosphorus removal.

4.2 Sustainable Urban Drainage Systems (SuDS)

4.2.1 SuDS treatment trains designed with best practice have the potential to remove nutrients from the surface water runoff. This reduces the Stage 3 (post development) surface water nutrient budget.

4.2.2 CIRIA C808 'Using SuDS to reduce phosphorous in surface water runoff' provides a methodology which can be used to assess the percentage of total phosphorous removal that could be achieved via SuDS removal.

4.2.3 As no surface water drainage strategy is available at this stage of development, a high-level assessment of the potential benefit a SuDS scheme could provide has been undertaken by assuming attenuation will be provided onsite in the form of a retention basin.

4.2.4 C808 assigns a retention basin a nutrient removal coefficient of 37.9% which, as a simplified assessment, has been applied directly to the Stage 3 budget. A summary of the nutrient budget considering the benefit of SuDS is provided in **Table 4.1**.

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Table 4.1: Nutrient Budget post SuDS

Calculation Stage	Calculation Output	TN	TP
Stage 1	Annual Wastewater load (kg/yr)	339.18	8.48
Stage 2	Pre-development Annual Nutrient Export (kg/yr)	480.58	2.10
Stage 3	Post-development Total Annual Nutrient Export (kg/yr)	94.16	3.26
Stage 4	Nutrient Budget (kg/yr)	0	9.64
Stage 4	Nutrient Budget incl 20% buffer (kg/yr)	0	11.57

4.3 Arable Reversion

- 4.3.1 Arable reversion involves the conversion of offsite land to a less intensive form of management, with lower, or zero nutrient input. This could include woodland planting and wildlife sites. This method provides a catchment offset to the nutrient budget.
- 4.3.2 A summary of the estimated areas of arable reversion required for neutrality is provided in Table 4.2, assuming General Arable farmland is converted to Greenspace. The calculations assume the same parameters (rainfall, NVZ) as the proposed development site and provide a range based on soil drainage type of the reverted land.

Table 4.2: Areas of Arable Reversion

Soil Drainage Type	Area of Arable Reversion required for Neutrality (ha)
Freely Draining	126.94
Impermeable Drained for Arable	22.52
Impermeable Drained for Arable and Grassland	15.87

4.4 Wetland

- 4.4.1 Conversion of offsite land to an integrated constructed wetland (ICW) design to provide nutrient removal in accordance with the NE framework. This method provides a catchment offset to the nutrient budget.
- 4.4.2 Median removal efficiencies from Land et al (2016) of 12 kgTP/yr can be applied to the nutrient budget to provide a high-level estimated of the area of wetland required to achieve neutrality. Based on this approach, it is estimated 1.16ha wetland would be required to offset the initial nutrient budget.
- 4.4.3 For any future planning application, NE and the LPA will expect a site-specific wetland banking coefficient to be determined.

CALCULATION RECORD

Appendix

Nutrient Budget Calculation Sheet

DOCUMENT ISSUE RECORD

Technical Note No	Rev	Date	Prepared	Checked	Reviewed (Discipline Lead)	Approved (Project Director)
332511163/TN001	-	09/02/2024	RR	GN		
332511163/TN001	A	20/02/2024	EJ	RR	GN	

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Stage 1 Calculate nutrient load (Kg/year) derived from the development as a result of increased population

*Note: This calculation should only include the **additional** units resulting from the proposed development, including any development that will result in overnight accommodation. For land not currently in residential use, this will be the total units proposed by the development. However, for land already in residential use, this should only be the increase in units.*

The user should input the relevant number of dwellings into options a, b or c below. In the case of residential developments, only option a is required.

		Value	Unit
1. Calculate the additional population			
a	Number of dwellings proposed	500	dwellings
	Average occupancy	1.88	persons/dwelling
b	Number of additional rooms above 6 residents (sui generis) for houses in multiple occupation		dwellings
	Average occupancy	1.65	persons/dwelling
c	Number of rooms in a hotel or guest house proposed		dwellings
	Average occupancy	1.65	persons/dwelling
	Number of weeks open per year (1-52)		Weeks
	Average occupancy rate (1-100)		%
d	Number of bedspaces in student accommodation		dwellings
	Average occupancy	1	persons/dwelling
	Number of weeks open per year (1-52)		Weeks
	Average occupancy rate (1-100)		%
Total population increase generated by the development		938	Persons
2. Wastewater volume generated			
	Water use per person	110	Litres/person/day
Wastewater volume generated by the development		103180	Litres/day

Please select how the sewage from the proposed development will be handled, noting that a development must be handled by either a water recycling centre or onsite treatment plants, and cannot be handled by both. Consideration of wastewater loading is not required where a site drains to a WRC that does not drain in to the River Wensum or the Broads catchments

Is sewage to be handled by water recycling centre?

Yes

Is sewage to be handled by Onsite treatment plants?

No

3a. TP budget that would exit the Water Recycling Centre (WRC) after treatment

Note: If the sewage is to be treated by WRCs then the user should select "Yes" in the list above. If package treatment plants are to be used instead, then the user should select "No" above.

This is the process of collecting wastewater from houses and guiding it, via the sewage network, to a WRC (also known as sewage works). The nutrient concentration of the influent is calculated by multiplying the number of people by the expected water usage per day. The nutrient concentration within the effluent is calculated by applying the discharge level of the appropriate WRC. The nutrient loading is expressed in kg/year.

Confirm receiving WRC and discharge level	Value	Unit
Select the WRC the development will connect to	Fakenham (Old And New) WRC	
Phosphorus WRC discharge level	0.90	mg/l
Nitrogen WRC discharge level	25.00	mg/l

Note: Please use the drop down lists to select the WRC that the proposed development will be connected to. If the WRC is not known, then please select 'Unknown' from the drop down list.

The 2030 permit limits are included for guidance purposes only and cannot be relied upon until the Levelling Up and Regeneration Bill is passed into legislation.

Calculate the nutrient load discharged by the WRC	Value	Unit
TP discharged by WRC	33.92	kg/year
TN discharged by WRC	942.16	kg/year

3b. TP budget for Onsite treatment plants

Note: If the sewage is to be treated by on-site treatment plants then the user should select "Yes" in the list above. If wastewater treatment works are to be used instead, then the user should select "No" above.

On-site treatment plants are pre-manufactured treatment facilities used to treat wastewater in smaller communities or an individual properties. This concept is defined as decentralized wastewater treatment. The nutrient influent is calculated by multiplying the number of people by the expected loading per person. The nutrient effluent is calculated by applying the reduction efficiency. The nutrient loading is expressed in kg/year.

Calculate nutrient load after treatment	Value	Unit
Select the type of On-site treatment works	Package treatment plant	
Phosphorus discharge level	#N/A	mg/l
Nitrogen discharge level	#N/A	mg/l

Note: The user must input the reduction efficiency of the PTP. The efficiency of the PTP used must be evidenced. The evidence should include the test result documents from the lab (in English) and/ or measured effluent concentrations from real world applications. If the efficiency is unknown then a precautionary default value can be used

Calculate loading from wastewater with onsite treatment plants	Value	Unit
TP discharged by on-site treatment plant	0.00	kg/year
TN discharged by on-site treatment plant	0.00	kg/year

4. Additional population load		Value	Unit
		Current	Post 2030
TP load from additional population		33.92	8.48
TN load from additional population		942.16	339.18

Stage 2 Calculate existing (pre-development) nutrient load from current land use of the development

Note: Where development sites include existing areas that are to be retained, these areas can be excluded from the calculations in both Stages 2 and 3.

1. Identify current land uses of the development site Value Unit

The user should select the value from the following drop-down list that applies to the development. Use the links below or navigate to the 'Introduction' tab to find instructions on how this information can be acquired.

Select the Catchment	Wensum	
Select the soil drainage type	Freely draining	
Select annual average rainfall band	700-750	mm/yr
Within Nitrate Vulnerable Zone (NVZ)	Yes	

[Note: Use the Link in the introduction tab to find the appropriate catchment](#)

[Note: Use the criteria table in the introduction tab to identify if the soil type](#)

[Note: Rainfall can be identified using the map on the Rainfall tab](#)

[Note: Use the Link in the introduction tab to find out whether the development is in a Nitrate Vulnerable Zone \(NVZ\)](#)

2. Input the area of the existing land use type(s) **TP loading TN loading**

			TP loading	TN loading	
High density residential		Hectares	0.00	0.00	Kg/yr
Medium density residential		Hectares	0.00	0.00	Kg/yr
Low density residential		Hectares	0.00	0.00	Kg/yr
Commercial / Industrial		Hectares	0.00	0.00	Kg/yr
Urban open space		Hectares	0.00	0.00	Kg/yr
Dairy		Hectares	0.00	0.00	Kg/yr
Lowland grazing		Hectares	0.00	0.00	Kg/yr
Mixed		Hectares	0.00	0.00	Kg/yr
Poultry		Hectares	0.00	0.00	Kg/yr
Pigs		Hectares	0.00	0.00	Kg/yr
Horticulture		Hectares	0.00	0.00	Kg/yr
Cereals		Hectares	0.00	0.00	Kg/yr
General arable	15.850	Hectares	2.06	475.02	Kg/yr
Allotments and city farms		Hectares	0.00	0.00	Kg/yr
Woodland (e.g. conifer, mixed, broad-leaved)		Hectares	0.00	0.00	Kg/yr
Greenspace	1.850	Hectares	0.04	5.55	Kg/yr
Shrub / heathland / bracken / bog		Hectares	0.00	0.00	Kg/yr
Water		Hectares	0.00	0.00	Kg/yr
Sum total	17.700	Hectares	2.10	480.57	Kg/yr

3. Calculate loading from current land usage

	Value	Unit
TP load from proposed land usage	2.10	Kg/yr
TN load from proposed land usage	480.57	Kg/yr

Stage 3**Calculate nutrient load for the proposed development**

Note: This section should include all land uses within the proposed development. Where the proposed scheme is to create new wetlands, woodlands, nature reserves, etc. within the development site area, then this should be included within this section. Any offsite mitigation should not be included below, and should instead be inputted in the mitigation stages (if mitigation is required).

1.	Identify proposed land uses of the development site	Value	Unit
	High intensity urban land	12.390	Hectares
	Medium intensity urban land		Hectares
	Low intensity urban land		Hectares
	Commercial / Industrial		Hectares
	Open urban space		Hectares
	Allotments and city farms		Hectares
	Woodland (e.g. conifer, mixed, broad-leaved)	5.310	Hectares
	Green space		Hectares
	Shrub / heathland / bracken / bog		Hectares
	Water		Hectares

2.	Designed Wetlands / SuDS		
	Wetland / SuDS area		Hectares
	TP Banking coefficient		kg/ha/year
	TN Banking coefficient		kg/ha/year

Note: Please input the banking coefficient (i.e. the nutrient removal amount in kg/ha/yr) calculated for the designed wetland / SuDS. The calculated value should be justifiable with supporting evidence.

Sum total of land uses **17.700** **Hectares**

Note: The sum total of land uses must equal the development site area inputted in Stage 2 - the box will colour red if the areas do not match. Wetland refers to specific wetland related to a watercourse. For more information, please refer to the land use definitions in the help tab.

3.	Calculate loading from proposed land usage	Value	Unit
	TP load from proposed land usage	5.25	kg/year
	TN load from proposed land usage	94.16	kg/year

Stage 4		Calculate the net change in nutrient load from the proposed development		
<p><i>Note: This stage calculates the net change in TP and TN load to the catchment from the proposed development. This is derived by calculating the difference between the load calculated for the proposed development (wastewater, urban area, open space, etc.) and that for the existing land uses. The nutrient budget for the site has been calculated under current and post-2025 WRC permit levels, where applicable. The nutrient budgets under proposed Post 2030 permit limits are for guidance purposes only until the permit limits are put into legislation.</i></p>				
		Current	Post 2030	Summary
1.	Identify the load from additional population	Value	Value	Unit
	TP Loading from additional population	33.92	8.48	kg/year
	TN Loading from additional population	942.16	339.18	kg/year
				No. of dwellings 500
				WRC location Fakenham (Old And New) WRC
				Current TP discharge concentr 0.90
				Current TN discharge concentr 25.00
				Post 2030 TP discharge concer 0.23
				Post 2030 TN discharge concer 9.00
2.	Calculate net change in nutrient load from land use change	Value	Value	Unit
	TP load from land use change	3.16	3.16	kg/year
	TN load from land use change	-386.42	-386.42	kg/year
				TP current land use 2.10
				TP proposed land use 5.25
				TN current land use 480.57
				TN proposed land use 94.16
3.	Calculate nutrient budget for the development site	Value	Value	Unit
	TP budget for the site	37.07	11.64	kg/year
	TN budget for the site	555.75	-47.24	kg/year
4.	Calculate precautionary buffer	Value	Value	Unit
	Buffer amount	20	20	%
	TP Precautionary buffer	7.41	2.33	kg/year
	TN Precautionary buffer	111.15	0.00	kg/year
<p><i>Note: The figures used throughout this model are based on scientific research, evidence and modelled catchments and represent the best available evidence. However, it is important that a precautionary buffer is used that recognises the uncertainty with these figures and ensures, with reasonable certainty, that there will be no adverse effect on site integrity. As such, a 20% precautionary buffer added to the nutrient budget.</i></p>				
5.	Total nutrient budget for the development site	Value		Unit
	Total Phosphorus budget for the site	44.49	13.96	Kg/year
	Total Nitrogen budget for the site	666.90	-47.24	Kg/year
Current TP loading				
Development will generate additional Phosphate (Mitigation required) - Please progress to 'Mitigation current' tab				
Post 2030 TP loading				
Development will generate additional Phosphate (Mitigation required) - Please progress to 'Mitigation - post 2030' tab				
Current TN loading				
Development will generate additional Nitrate (Mitigation required) - Please progress to 'mitigation - current' tab				
Post 2030 TN loading				
Development will be Nitrate neutral - no mitigation will be required				