

SECOND SCHEDULE

Part 1

DEFINITIONS AND CLAUSES FOR THE PROVISION AND TRANSFER OF OPEN SPACE

1. In this part of this Schedule (unless the context otherwise requires) the following expressions shall have the following meanings:-

“Management Company”:

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

“Nominated Body”

one of the following as determined by the Council:

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

“Open Space”

an area of not less than 56 metres squared per Dwelling of open space and/or allotments to be provided within the Site in locations to be agreed with the Council to be used as public open space and for children’s play areas and laid out in accordance with the Open Space Works Specification

“Open Space Maintenance Contribution”

a financial contribution calculated in accordance with the standard charges of the Council at the time the Open Space Works Specification is approved in writing 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

“Open Space Works Specification”:

a scheme, in accordance with the Council policy CS14 and DM16, including plans, drawings and specifications showing but not limited to the extent, location, layout and design and boundaries of the Open Space including details of any proposed children’s play areas and equipment, landscaping, paths and access arrangements, street furniture and fencing and scheme for the provision and letting out of allotments and a planting scheme together with details of the proposed permanent Open Space management regime in perpetuity

“Unencumbered”:

free from all adverse rights, easements, restrictions or other encumbrances which would interfere with the use of the Open Space as public open space save that the allotments can have limited access to members of the public if the same are let to individual persons

2. The Owners covenant with the Council:
 - 2.1 not Commence or allow Commencement of Development unless and until the extent of the Open Space Unencumbered has been agreed with the Council and the Open Space Works Specification has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld);
 - 2.2 not to Occupy or allow Occupation of more than seventy five percent (75%) of the Dwellings in each Phase unless and until the Open Space in that Phase has first been provided in accordance with the approved Open Space Works Specification to the written satisfaction of the Council PROVIDED THAT in the event that the Development is carried out in one Phase only then the percentage in this clause will still be seventy five percent (75%) of all the Dwellings on the Site ;
 - 2.3 to thereafter maintain the Open Space Unencumbered within a Phase in accordance with the Open Space Works Specification and to a standard suitable for use by members of the public as approved by the Council and to make available to the public the Open Space until such time as the Open Space within that Phase has been transferred in accordance with the provisions contained herein PROVIDED THAT the allotments can have limited access to the public if the same are let to an individual person AND thereafter not to permit the use of the Open Space otherwise than as informal public recreation areas or for the use of allotments
 - 2.4 not to occupy or allow Occupation of more than eighty percent (80%) of the Dwellings comprised in a Phase unless and until it has served upon the Council a notice requesting confirmation by the Council of the Nominated Body for that Phase

2.5 not to Occupy or allow Occupation of more than eighty percent (80%) of the Dwellings comprised in a Phase unless and until:

2.5.1. in the event that the Management Company is the Nominated Body for that Phase:

2.5.1.1 the Management Company has been created to the satisfaction of the Council; and

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

or

2.5.2 in the event that the Nominated Body for that Phase is the Council, the Parish Council or a body funded by the Council:

2.5.2.1. the Open Space maintenance Contribution has been paid to the Council

and

2.5.3. the Open Space Unencumbered for that Phase has been transferred to the 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 of the Open Space or result in additional cost or liability to the Nominated body not normally associated with the use of the Open Space) in consultation with the 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 or use of allotments by the general public

PROVIDED THAT the Nominated Body shall not be required to accept the transfer of the Open Space unless and until it has been provided in strict accordance with the Open Space Works Specification

Part 2

DEFINITIONS AND CLAUSES FOR THE PROVISION AND TRANSFER OF AFFORDABLE HOUSING

1. In this part of this Schedule (unless the context otherwise requires) the following expressions shall have the following meanings:-

“Affordable Dwellings”:

the Dwellings to be constructed on the Site as Affordable Housing and “Affordable Dwelling” shall be construed accordingly

“Affordable Housing”:

the Intermediate Housing and Rented Housing to be provided to Eligible Households whose needs are not met by the market

“Affordable Housing Mix”:

Seventy percent (70%) Rented Housing and thirty percent (30%) Shared Ownership Dwellings or any other form of Intermediate Housing agreed by the Council (or in such other proportion as the Council may agree in the relevant Affordable Housing Scheme)

“Affordable Housing Provision”:

the construction and provision of Affordable Dwellings on the Site equating to 20% of the total number of Dwellings in each Phase on the Northern Part of the Development and 15% on the Southern Part of the Development in each Phase (or such other percentage as the Council may agree in its absolute discretion) in accordance with the Affordable Housing Mix

“Affordable Housing Scheme”:

a scheme securing the Affordable Housing Provision applicable to that Phase of the Development and specifying:

- a) the timescale and programme for implementation of the Affordable Housing Scheme and construction of the Affordable Dwellings;
- b) the identity of the Provider
- c) the number, location, type and size of Affordable Dwellings to be constructed on the Site;
- d) full details of the Affordable Housing Mix including the types of Intermediate Housing and Rented Housing;
- e) such other information as the Council may reasonably require to enable approval of the Affordable Housing Scheme

“Affordable Rented Dwellings”:

Dwellings to be let by a Registered Provider with an appropriate agreement with Homes England for the provision of affordable rents being controls that limit the rent to no more than eighty percent (80%) of local market rents including any service charges or as otherwise agreed with the Council in writing

“Approved Affordable Housing Scheme”:

the Affordable Housing Scheme approved by the Council in accordance with paragraph 2.1 of this Schedule including any amendment, revision or substitution approved by the Council in writing

“Complete”:

a stage of construction such that a Dwelling has a complete roof and all windows and external doors installed and where further works do not ordinarily amount to “development” for the purposes of section 55(1) of the Act and “Completion” shall be construed accordingly

“Discount Market Sales Housing”

Housing sold at a discount of at least 20% below Local market Value to Eligible Households with provisions in place to ensure such Discount Market sales Housing remains at a discount for future Eligible Households

“Discount market Sales Restriction”

The restriction to be entered in the proprietorship register at the Land Registry in relation to each Discounted Market Sales Housing in the following terms (subject to any amendments thereto required by the Land Registry):

“No disposition of the registered estate by the proprietor or by the proprietor of any registered charge is to be registered without a certificate signed by the solicitor of the disponee that the provisions relating to Discounted Market Sales Housing contained within Part 2 of the Second Schedule of a Deed dated [] containing planning obligations relating to land West of Knight’s Hill Village, South of Grimston Road, South Wootton, Norfolk and

made between 1. The Borough Council of King's Lynn and West Norfolk 2. Norfolk County Council 3. Ashdale land and Property Company 4. Peter Donald De Grey Osborn 5. Peter Donald De Grey Osborn, David William Beech and Peter Nicholas Howard-Jones and 6. Cyril John Collison has been complied with"

"Eligible Household":

a person or persons in need of accommodation who are unable to rent or buy on the local open market and nominated by the Council in accordance with the Council's housing allocation policy or as otherwise approved by the Council or by mutual exchange in accordance with section 158 of the Localism Act 2011

"Homes England":

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

"Intermediate Dwellings":

Dwellings for sale at prices below local market price that Eligible Households can afford as determined by the Council acting reasonably including low cost homes (but not including low cost market housing), Discount Market Sales Housing, Shared Ownership Dwellings, shared equity and equity loan products as approved by the Council

"Intermediate Housing":

one or more Intermediate Dwellings, Shared Ownership Dwellings Intermediate Rented Dwellings and/or Rent to Buy Dwellings as agreed by the Council

"Intermediate Rented Dwellings":

Dwellings for rent at rents above those of Social Rents but below local market rent that Eligible Households can afford which shall be no more than eighty percent (80%) of local market rents including any service charges as determined by the Council not including Affordable Rented Dwellings

“Local Market Value”:

the best price at which the sale of an interest in a Dwelling (other than an Affordable Housing Dwelling) would have been completed unconditionally for cash consideration on the date of valuation assuming (1) a willing buyer and a willing seller (ii) any restrictions imposed on a Dwelling by this Agreement are disregarded (iii) there has been a reasonable period to completion within which to negotiate the sale (iv) the Dwelling has been freely exposed to the market (v) both the buyer and the seller acted knowledgeably, prudently and without compulsion as determined by a Royal ^{Institution} ~~Institute~~ of Chartered Surveyors qualified independent valuer

“Open Market Dwelling”:

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

“Provider”:

either:

- a) a Registered Provider; or
- b) another organisation that owns the Affordable Dwellings and has been approved in writing by the Council

“Public Subsidy”:

funding provided by the Council, Homes England or any other public body or successor body towards the provision of Affordable Housing

“Registered Provider”:

as defined in the Housing and Regeneration Act 2008

“Rent to Buy Dwellings”:

Affordable Dwellings rented out by a Registered Provider and rented for a minimum period of 5 Years at not more than 80 per cent of market rent including service charges with an option for the Eligible Household to purchase the Dwelling either at Local Market Value or on a Shared Ownership Lease.

“Rented Housing”:

one or more of Affordable Rented Dwellings and Social Rented Dwellings as agreed with the Council

“Shared Ownership Dwellings”:

Dwellings purchased on a Shared Ownership Lease

“Shared Ownership Lease”:

a lease in a form approved by Homes England or where there is no such form in a form approved by the Council such lease to provide for the following:

- a) not more than seventy-five percent (75%) and not less than twenty-five percent (25%) of the equity (or such other percentages the Council may agree) shall be initially sold to the purchaser by the Provider
- b) power to the purchaser to increase their ownership 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 Provider subject to annual increases not exceeding the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of Homes England

“Social Rented Dwellings”:

Dwellings to be let by a Provider at Social Rents

“Social Rents”:

rents not exceeding Target Rent (or if such target rents cease to be set such other measure of affordable rent as the Council may reasonably agree)

“Target Rent”:

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

2. The Owners covenant with the Council:
(it being anticipated that the Development will be completed in two or more Phases, although for the avoidance of any doubt these provisions will apply with full force and effect if the Development is completed in one Phase only).
 - 2.1 To submit to the Council for approval the Affordable Housing Scheme at the same time as making a Reserved Matters Application PROVIDED THAT those elements of the Affordable Housing Scheme dealing with the timescale and programme for implementation of the Affordable Housing Scheme, the construction of the Affordable Dwellings and the identity of the Provider may be submitted to the Council for approval at any time prior to the Commencement of Development of the relevant Phase and not to Commence or allow Commencement of any relevant Phase of the Development until all elements of the Affordable Housing Scheme applicable to that Phase have been approved by the Council whereupon the approved Affordable Housing Scheme shall be deemed to be incorporated into the provisions of this Deed.
 - 2.2 To enter into any supplementary deeds reasonably required by the Council in giving approval to the relevant Affordable Housing Scheme and to be responsible for the Council’s reasonable legal costs in approving and agreeing any such deeds.
 - 2.3 Not to construct or procure the construction, operation or provision of the Affordable Dwellings otherwise than in accordance with the provisions of the approved relevant Affordable Housing Scheme and the timescales and details set out therein.
 - 2.4 Not to Occupy or allow Occupation of more than fifty percent (50%) of the Open Market Dwellings in any Phase or such other percentage as shall be agreed with the Council in the relevant Affordable Housing Scheme until all of the Affordable Dwellings to be provided under the approved Affordable Housing Scheme applicable to that Phase are Complete and

have been transferred to the approved Provider (or where no transfer is required their ongoing provision has been secured) in accordance with and subject to the terms below:-

- 2.4.1 for a consideration at a level which ensures that no Public Subsidy is required to enable the transaction to be completed;
 - 2.4.2 free from all financial charges, adverse rights, restrictions or other encumbrances which would interfere with the use of the Affordable Dwellings as Affordable Housing;
 - 2.4.3 with the benefit of all necessary easements, rights and utilities; and
 - 2.4.4 any other terms to secure any conditions and requirements of the relevant approved Affordable Housing Scheme.
- 2.5 Not to use or allow the Affordable Dwellings in any Phase to be used for any purpose other than Affordable Housing in accordance with the relevant approved Affordable Housing Scheme (and accordingly and for the avoidance of any doubt an Affordable Dwelling shall not be Occupied otherwise than by an Eligible Household) PROVIDED THAT the obligations contained in this Schedule shall not be binding upon:
- 2.5.1 a person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire;
 - 2.5.2 an Eligible Household who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest
 - 2.5.3 a mortgagee, chargee or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") of the whole or any part of the Affordable Dwelling or any persons or bodies deriving title through such mortgagee, chargee or Receiver PROVIDED THAT it has first complied with the following:

2.5.3.1 such mortgagee, chargee or Receiver shall first give notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest, costs and expenses; and

2.5.3.2 if such disposal has not completed within the three-month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the obligations contained in this Schedule which provisions shall determine absolutely in relation to the affected Affordable Dwellings;

2.5.4 any successor in title to persons referred to in 2.5.1 to 2.5.3 above.

2.6 The following further provisions shall apply to any Discount Market Sales Housing:

2.6.1. the Discount Market Sales Restriction shall be registered at the Land Registry on the register of title to a Discount Market Sales House and the sale and transfer of a Discount Market Sales House shall include a restrictive covenant to secure the discount to Local Market Value in perpetuity

Part 3

DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE HABITATS MONITORING AND MITIGATION STRATEGY CONTRIBUTION

Definitions for this part of this Schedule:

1. In this part of this Schedule (unless the context otherwise requires) the following expressions shall have the following meaning:-

“Habitats Monitoring and Mitigation Strategy”

The Council Norfolk Natura 2000 Sites Monitoring and Mitigation Strategy adopted in September 2015

“Habitats Monitoring and Mitigation Strategy Contribution”

The sum of £50 (fifty pounds) per Dwelling (Index linked) of the Development such sum to be used towards the Habitats Monitoring and Mitigation Strategy

2. The Owners covenant with the Council:
 - 2.1 Not to permit construction or commence construction of any Phase of the Development unless and until the Habitats Monitoring and Mitigation Strategy Contribution for the Dwellings in that Phase has been paid to the Council

Part 4

DEFINITIONS AND CLAUSES FOR A CONTRIBUTION TOWARDS THE COMMUNITY RANGER COST AND COMMUNITY ENGAGEMENT DELIVERY PAYMENT

Definitions for this part of this schedule:

1. In this part of this Schedule (Unless the context otherwise requires) the following expressions shall have the following meaning:-

“Community Ranger Cost”

The sum of £91,100 to be paid by the Owners to the Council towards the employment by Norfolk Wildlife Trust of a Community Ranger for a three year period.

“Community Engagement Delivery Payment”

The sum of £25,900 to be paid by the Owners to the Council on behalf of the Norfolk Wildlife Trust covering a three year period and enabling the Norfolk Wildlife Trust to reorganise the visitor infrastructure at Roydon Common and Rising Beck and allow the Norfolk Wildlife Trust to expand their presence to provide opportunities for local communities to learn more about their Reserves in the Gaywood Valley and to contribute towards its conservation together also with the Norfolk Wildlife Trust imparting important messages to visitors about the environment and responsible visitor behaviour on the nature Reserves.

“Community Ranger”

A full time community ranger to be partially integrated into the West Norfolk nature reserves team who will increase face to face engagement with visitors at Rising Beck/Roydon and be a visible and known Norfolk Wildlife Trust presence on-site to promote positive attitudes towards the site's conservation management, understanding of the ecological value of the site, responsible dog walking and help deter anti-social behaviour, to develop and manage community volunteers to support practical conservation work and ecological monitoring work on the Norfolk Wildlife Trust Gaywood Valley sites and develop and deliver a programme of events, community open days and outreach talks for local communities and schools.

2. Not to permit the Occupation or Occupy more than 100 Dwellings on the Development unless and until the Community Ranger Costs and the Community Engagement Delivery Payment has first been paid to the Council

Part 5

DEFINITIONS AND CLAUSES FOR THE PROVISION OF COMMUNITY FACILITY LAND

1. Definitions for this part of the Schedule

"Community Facility Land"

^(a) *MC*
Means ~~an~~ area of not more than 500 square metres on the Site to be identified, reserved and made available for Community Use.

"Community Use"

Community uses falling within use class D2 as authorised by the Planning Permission (to include dance halls, gymnasiums indoor or outdoor sport clubhouses or a community cinema, music hall or concert hall) or uses not authorised by the Planning Permission falling within use class D1 (to include clinics, health centres, creches, day nurseries, day centres, libraries)

2. The Owners covenant with the Council as follows:-

2.1 Not to permit the Occupation or Occupy more than 25% of the Dwellings on the Development until details of the Community Facility Land confirming its size, location and means of access have been submitted to and approved by the Council

2.2 The Community Facility Land shall thereafter be reserved (and kept in a neat and tidy state by the Owners) until the earlier of:-

2.2.1 written notification has been provided by the Council to the Owners requesting that the Community Facility Land be transferred to the Council, or

2.2.2 the Owners providing written notification to the Council that at least 95% of the Dwellings on the Site have been occupied.

3. In the event that 2.2.2 applies the Community Facility Land shall no longer be reserved for community use only and the Owners shall be free to apply for planning permission for alternative use of the land and paragraph 4 below shall not apply.

4. The transfer of the Community Facility Land shall be completed as soon as reasonably practicable following the notice from the Council pursuant to paragraph 2.2.1 above and shall include all reasonably necessary rights of access and easements and shall be transferred:-

4.1.1 for a consideration of £1; and

4.1.2 such transfer shall contain a restrictive covenant expressed to be for the benefit of the freehold of the remainder of the Site and each and every part thereof to the effect that the Community Facility Land shall not be used other than for the purpose of a Community Use.

Part 6

DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE COUNCIL MONITORING CHARGE

Definitions for this part of this Schedule

“Council Monitoring Charge”

The sum of £2,500 (two thousand five hundred pounds) Index Linked payable by the Owners to the Council in accordance with the clauses below

1. The Owners covenant with the Council

1.1 Prior to Commencement of Development to pay the Council Monitoring Charge to the Council.

THIRD SCHEDULE

Part 1

DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE HIGHWAY CONTRIBUTION

Definitions for this Part of this Schedule

“Additional Payment”

Means the difference (if any) between the Highway Contribution and the Initial Payment either Index Linked to the date of Commencement of Development if paragraph 1.1 below applies or alternatively Index Linked to the date of payment of any Additional Payment if paragraph 1.2 below applies.

“Initial Payment”

Means the sum of One Hundred and Forty Six Thousand Pounds (£146,000) Index Linked to the date of Commencement of Development.

“Highway Contribution”

Means a financial contribution of 43% of the Highways Scheme Final Costs (excluding the £100,000 of the Highways Scheme Final Costs to be borne by the County Council pursuant to paragraph 1.3 of the Fifth Schedule) payable by the Owners to the County Council and Index Linked PROVIDED that the amount to be paid by the Owners to the County Council shall not exceed the Highway Contribution Cap.

“Highway Contribution Cap”

Means the sum of One Hundred and Seventy Two Thousand Pounds (£172,000) Index Linked as aforesaid.

“Highways Scheme”

Means a scheme to improve the junction of Low Road, Wootton Road, Grimston Road and Castle Rising Road South Wootton as shown indicatively and subject to detailed design on the Highways Scheme Drawing.

“Highways Scheme Drawing”

Means the drawing bearing the reference SWO-BWB-GEN-XX-DR-TR-103 being Plan 3) attached to this Deed at Appendix 1.

“Highways Scheme Final Costs”

Means the final costs of the Highways Scheme as shall be determined for the purposes of this Deed in accordance with paragraph 2.

Paragraphs

1. The Owners covenant with the County Council in its capacity as highway authority:
 - 1.1 in the event that the Highways Scheme Final Costs have been determined in accordance with paragraph 2 prior to the Occupation of the 50th Dwelling on the Site the Owners shall not permit the Occupation of the 50th Dwelling on the Site until the Owners have paid the Highway Contribution to the County Council; and
 - 1.2 in the event that the Highways Scheme Final Costs have not been determined in accordance with paragraph 2 prior to the Occupation of the 50th Dwelling on the Site the Owners shall:
 - 1.2.1 not permit the Occupation of the 50th Dwelling on the Site unless the Owners shall have paid the Initial Payment to the County Council; and
 - 1.2.2 pay any Additional Payment to the County Council within 20 Working Days following the date on which the Highways Scheme Final Costs are determined in accordance with paragraph 2 below.
2. The Highways Scheme Final Costs shall be determined for the purposes of this Deed as follows:
 - 2.1 Upon the issue of the final certificate of completion in respect of the Highways Scheme the County Council shall provide the Owners with the following:
 - 2.1.1 a copy of the final certificate of completion of the Highways Scheme;
 - 2.1.2 a calculation of the Highways Contribution; and
 - 2.1.3 such other information as the Owners shall reasonably request in order to verify and agree the Highways Scheme Final Costs and in the absence of agreement Clause 14 of this Deed shall apply.

Part 2

DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE EDUCATION CONTRIBUTION

Definitions for this Part of this Schedule

"Education Contribution"

Means the Primary Education Contribution in respect of that part of the Site shown coloured blue on Plan 4 ("the zero-CIL rated part of the Site")

"Primary Education Contribution"

Means a sum towards increasing the capacity at Reffley Community School and Nursery thereby providing the additional primary places required as a consequence of the Development and to be calculated as follows:

- (i) Number of Multi Bed Houses x £3940 per Dwelling erected or to be erected on the zero-CIL rated part of the Site (or Phase of the Development thereon); and
- (ii) Number of Multi Bed Flats x £1970 per Dwelling erected or to be erected on the zero-CIL rated part of the Site (or Phase of the Development thereon)

such sum to be Index Linked.

“Multi Bed Flat”

Means a flat or apartment with more than one bedroom

“Multi Bed House”

Means a house bungalow or maisonette with more than one bedroom

Paragraphs

The Owner covenants with the County Council in its capacity as Local Education Authority

- 1.1 to pay 50% of the Education Contribution to the County prior to Occupation of 25% of the Dwellings on any Phase of the Development on the zero-CIL rated part of the Site
- 1.2 to pay the balance of the Education Contribution to the County prior to Occupation of 75% of the Dwellings on any Phase of the Development on the zero-CIL rated part of the Site.

Part 3

DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE LIBRARY CONTRIBUTION

Definitions for this Part of this Schedule

“Library Contribution”

Means the sum of £75 per Dwelling to be erected on that part of the Site shown coloured blue on Plan 4 (being the zero-CIL rated part of the Site) and to be used to increase the capacity of Gaywood library, such sum to be Index Linked.

Paragraphs

The Owners covenant with the County Council in its capacity as Library Service Provider

- 1.1 to pay the Library Contribution to the County in a single lump sum payment prior to the Occupation of 25% of the Dwellings on the zero-CIL rated part of the Site.

Part 4

DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE BUS SERVICE CONTRIBUTION

Definitions for this Part of this Schedule

“Bus Service Contribution”

Means the sum of Five Hundred Thousand Pounds (£ 500,000) Index Linked to be paid in instalments by the Owners to the County Council to support bus services to Kings Lynn, Hunstanton and the Queen Elizabeth Hospital at Kings Lynn

Paragraphs

- 1.1 The Owners covenant with the County Council to pay the Bus Service Contribution for the purposes as aforesaid as follows:-
 - (a) £ 100,000 (One Hundred Thousand Pounds) Index Linked prior to the first Occupation of any Dwelling on the Site;
 - (b) £ 100,000 (One Hundred Thousand Pounds) Index Linked on the first anniversary of the first Occupation of any Dwelling on the Site;
 - (c) £ 100,000 (One Hundred Thousand Pounds) Index Linked on the second anniversary of the first Occupation of any Dwelling on the Site.

(d) £ 100,000 (One Hundred Thousand Pounds) Index Linked on the third anniversary of the first Occupation of a Dwelling on the Site.

(e) £ 100,000 (One Hundred Thousand Pounds) Index Linked on the fourth anniversary of the first Occupation of any Dwelling on the Site.

Part 5

DEFINITIONS AND CLAUSES FOR THE PROVISION OF THE COUNTY COUNCIL MONITORING CHARGE

Definitions for this part of this Schedule

“County Council Monitoring Charge”

The sum of £2,000 (two thousand pounds) Index Linked payable by the Owners to the County Council in accordance with the clauses below PROVIDED THAT if pursuant to clause 8.13 above the Secretary of State concludes that the Education Contribution and/or the Library Contribution are not necessary for the reason set out in the said clause 8.13 the sum shall be amended to £1000 (one thousand pounds)

1. The Owners covenant with the County Council

1.1 Prior to Commencement of Development to pay the County Council Monitoring Charge to the County Council

FOURTH SCHEDULE

Council's Covenants

1. The Council covenants with the Owners:

1.1 to use its best endeavours to provide to provide to the Owners such evidence as the Owners shall reasonably require in order to confirm that the expenditure of the Habitats Monitoring and Mitigation Strategy Contribution has been spent towards

the measures identified at paragraph 5.3 of the Habitats Monitoring and Mitigation Strategy and thereafter to return any amount of the Habitats Monitoring and Mitigation Strategy Contribution not evidenced as spent after 7 years of the payment being made to the person or persons who made the payment together with any interest so earned

~~1.2~~ 1.2 to use the Habitats Monitoring and Mitigation Strategy Contribution only for the express purpose for which each Contribution was paid.

~~1.3~~ 1.3 no later than twenty working days after receipt of the same to pay the Community Ranger Cost and the Community Engagement Delivery Payment to the Norfolk Wildlife Trust for the purposes set out in Part 4 of the Second Schedule.

~~1.2~~~~1.4~~ 1.4 to use the Council Monitoring Charge solely for the purposes of monitoring compliance with the obligations to the Council in this Agreement

~~1.3~~~~1.5~~ 1.5 no later than twenty working days after receipt of the request from the Owners pursuant to paragraph 2.4 of Part 1 of the Second Schedule to provide details of the said Nominated Body to the Owners

1.6 at the written request of the Owners to provide written confirmation of the discharge of the obligations over which the Council has direct control contained in this Deed when satisfied that such obligations have been performed;

1.7. following the performance and satisfaction of all the obligations contained in this Deed over which the Council has direct control on the written request of the Owners mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed

FIFTH SCHEDULE

County Council's covenants

1. The County Council covenants with the Owners:
 - 1.1 on completion of the Highways Scheme to use its best endeavours to procure the final certificate of completion of the Highways Scheme as soon as practicable.
 - 1.2 to use its best endeavours to provide to the Owners such evidence as the Owners shall reasonably require in order to confirm that the Initial Payment/Highways Contribution (as the case may be) has been spent towards the Highways Scheme and thereafter to return any amount of the Initial Payment/Highways Contribution not evidenced as spent after 5 Years of final Occupation of the Development to the person or person(s) who made the payment together with any interest so earned.
 - 1.3 in the event that (as evidenced by the Highways Scheme Final Costs) the Highways Contribution is less than the Initial Payment to refund any part of the shortfall (being the difference between the Highway Contribution and the Initial Payment) to the Owners within 20 Working Days of the Highways Scheme Final Costs being determined in accordance with paragraph 2 of Part 1 of the Third Schedule
 - 1.4 to place the Education Contribution and the Library Contribution and the Bus Service Contribution in a central interest bearing account and use its best endeavours to provide to the Owners such evidence as the Owners shall reasonably require in order to confirm that the Education Contribution and/or the Library Contribution and/or the Bus Service Contribution (as the case may be) has been spent in accordance with the provisions of Part 2 and/or Part 3 and/or Part 4 of the Third Schedule (as the case may be) and thereafter to return any amount of the Education Contribution and/or the Library Contribution and/or the Bus Service Contribution not evidenced as spent after 5 Years of final Occupation of the Development (so far as the Education Contribution and/or the Library Contribution are concerned and after 10 years of final Occupation of the Development (so far as the Bus Service Contribution is concerned) to the person or person(s) who made the payment together with any interest so earned.

- 1.5 at the written request of the Owners to provide written confirmation of the discharge of the obligations over which the County Council has direct control contained in this Deed when satisfied that such obligations have been performed

- 1.6 following the performance and satisfaction of all the obligations contained in this Deed over which the County Council has direct control on the written request of the Owners mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed;

- 1.7 to use the County Council Monitoring Charge solely for the purposes of monitoring compliance with the obligations to the County Council in this Agreement

THE COMMON SEAL OF THE BOROUGH COUNCIL OF)
KINGS LYNN and WEST NORFOLK was affixed in the)
presence of:)

Authorised Signatory: