

07/607

THIS DEED is made the 18th day of APRIL 2008

BETWEEN

- 1 **THE RYEDALE DISTRICT COUNCIL** whose principal office is at Ryedale House Malton in the County of North Yorkshire YO17 7HH ("the Council")
- 2 **LINDRICK HOMES LIMITED** Registered Office Stanley Harrison House, The Chocolate Works, Bishopthorpe Road, York YO23 1DE ("the Developer")
- 3 **WILLIAM RALPH WORSLEY** of The Estate Office, Hovingham, York YO62 4LX ("the First Owner")
- 4 **PATRICIA MARY HARRISON** of Fangdale Cottage, Main Street, Hovingham, York YO62 4LF ("the Second Owner")
- 5 **BARCLAYS BANK PLC** of Barclays Loan Servicing Centre, PO Box 299, Birmingham B1 3PF ("the Chargee")

DEFINITIONS

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

"Affordable Rented Dwellings"

means the 2 No two bedroom dwellings and the 2 No two bedroom ground floor apartments constructed in accordance with the provisions of part 1 of the Fourth Schedule to this Deed

"Affordable Rent"

means a rent which is comparable to the average rents charged in the Ryedale District Council administrative area by Registered Social Landlords for properties of an equivalent type, age and floor area and location and which sum shall be agreed for lettings between the Housing Association and the Housing Services Manager and thereafter any increases or decreases in accordance with the Housing Corporation guidance at the time

“Chargee”	shall mean any mortgagee or chargee of the Developer or any Owners of a Discount for Sale Dwelling or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
“the Discount for Sale Dwellings”	means the 2no 3 bedroom dwellings and the 2no two bedroom first floor apartments to be constructed pursuant to Part 2 of the Fourth Schedule of this Deed and “Discount for Sale Dwelling” shall be construed accordingly
“Discount for Sale Dwelling Assurance”	means an assurance relating to the disposal of any Discount for Sale Dwelling (whether by way of transfer or the grant of lease or otherwise) by the Owners or the Developer to an Eligible Purchaser and “Discount for Sale Dwelling Assurances” shall be construed accordingly
“Eligible Purchaser”	means those persons identified in accordance with and who satisfy the criteria set out in the Fifth Schedule to this Agreement and who require to purchase accommodation PROVIDED also that such persons cannot ordinarily afford to purchase a Discount for Sale Dwelling or an equivalent property in the District of Ryedale at Open Market Value
“Eligible Purchaser’s Estate Interest”	means the estate or interest of an Eligible Purchaser in any Discount for Sale Dwelling arising out of the grant by the Owners or the Developer of a derivative interest (whether by way of lease or underlease or otherwise as may be approved in writing by the Council) (such approval not to be unreasonably withheld or delayed) in such Discount for Sale Dwelling
“Open Market Dwellings”	means dwellings erected on the Property excluding the Affordable Rented Dwellings and the Discount for Sale Dwellings
“Housing Services Manager”	means the Housing Services Manager of Ryedale District Council or such other Officer as may from time to time be nominated by him or carry out the functions at the date hereof carried out by him
“Council Solicitor”	means the Council Solicitor for the time being for Ryedale District Council or such other Officer as may from time to time be primarily responsible for the provision of legal services to the Council

- “Eligible Occupiers” means a person or household identified in accordance with the provision of the Fifth Schedule to this Deed
- “The Housing Association” means the Yorkshire Community Housing or an alternative Registered Social Landlord registered in accordance with Part 1 Chapter 1 of the Housing Act 1996 (or as redefined by any amendments, replacement or re-enactment of such Act) and registered by the Housing Corporation under the provisions of Chapter 1 Part 1 of the Housing Act 1996 and approved in writing by the Housing Services Manager

RECITALS

- (1) The Council is the Local Planning Authority for the purposes of this Deed for the area within which the property described in the First Schedule (“the Property”) is situated
- (2) The First Owner is the Owner in fee simple in possession of that part of the Property shown edged in blue on the Plan (the First Land) subject as hereinafter mentioned but otherwise free from encumbrances
- (3) The Second Owner is the Owner in fee simple in possession of that part of the Property shown edged in green on the Plan (the Second Land) subject as hereinafter mentioned but otherwise free from encumbrances
- (4) The First Owner and the Second Owner together shall be known as “the Owners”
- (5) The Chargee is mortgagee of the Second Land under a charge dated the 20th February 2004 made between the Second Owner of the one part and the Chargee of the other part
- (6) The Developer has applied to the Council for permission (“the Planning Application”) to develop the Property in the manner and for the uses set out in Second Schedule hereto (“the Proposed Development”)
- (7) The Council is satisfied that the performance by the Owners and the Developer of the covenants herein will remove certain arguments against or objections to the Proposed Development which would without the execution of this Deed have led to the refusal of consent for the Planning Application
- (8) The Owners and the Developer have agreed to enter into this Deed with the Council and be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained and on their part to be observed and performed

NOW THIS DEED WITNESSES as follows:-

- 1 **THIS** Deed is made pursuant to Section 106 of the Town & Country Planning Act 1990 as amended (“the 1990 Act”) Section 111 of the Local Government Act 1972 and all other powers the parties hereunto enabling and the covenants in this Deed are planning obligations for the purpose of the 1990 Act which are enforceable by the Council

- 2 **IT** is agreed and declared as follows:-
 - 2.1 The expressions “the Council” “the Owners” “the Chargee” and “the Developer” shall include their respective successors in title and assigns
 - 2.2 The Owners and the Developer covenant with the Council that the Property shall be permanently subject to the restrictions and provisions regulating the Proposed Development and use thereof specified in the Schedules hereto
 - 2.3.
 - 2.3.1 The Owners and the Developer hereby agree to carry out the Proposed Development in strict conformity with the plans and specifications and particulars submitted in connection with the Planning Application and to use the Property and all erections to be made thereon in strict accordance with this Deed and not otherwise
 - 2.3.2 The Chargee hereby consents to the execution of this Deed and acknowledges that subject as herein provided the Second Land shall be bound by the restrictions and obligations contained herein in so far as they relate to or affect the Second Land
 - 2.3.3 The Chargee consents to the Second Owner entering into this Deed to the intent that the Second Land shall hereafter always be subject to the terms of this Deed PROVIDED THAT the Chargee shall only be liable for any breach occurring by reason of any act default or omission in respect of any provisions of this Deed during such period (if any) as the Chargee is a mortgagee in possession of the Second Land AND FURTHER PROVIDED ALWAYS that the successors in title to the Chargee and any chargee of the First Land shall become fully liable for any breach of this Deed
 - 2.4 For the purpose of such parts of this Deed as may be subject to the Rule Against Perpetuities such parts of the Deed shall remain in force for the period of eighty years from the date hereof
 - 2.5 The Developer shall on execution of this Deed pay to the Council a fee of £200 plus VAT to cover the Council’s legal costs

2.6 The Owners and the Developer shall indemnify and keep indemnified the Council against all damages costs charges losses demands expenses or action sustained by the Council arising from any breach of this Deed by the Owners and/or the Developer

2.7 In this Deed words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include the plural number and where there are two or more persons included in the expression "the Owners" or "the Developer" covenants expressed to be made by or with the Owners or the Developer shall be deemed joint and several

2.8 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any of its terms but for the avoidance of doubt it is agreed that the exclusion of the application of the Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed

2.9 For the purpose of avoidance of doubt and subject to clause 2.11 hereof the requirements of this Deed shall bind the Property and remain in full force and effect until formally varied by the agreement of the parties or by the Secretary of State notwithstanding that the Planning Application and any plans submitted with the same shall have lapsed or shall have been amended superseded renewed or resubmitted

2.10 This Deed is a local land charge and shall be registered as such and shall come into full force and effect when the Proposed Development is commenced and not otherwise

2.11 If the Planning Permission granted pursuant to the Planning Application shall expire before the Proposed Development is commenced or shall at any time be revoked this Deed shall forthwith be annulled and cease to have any effect and the Council shall immediately remove any entry relating to this Deed from the Register of Local Land Charges

2.12 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after he has parted with his interest in the Property or part of the Property in respect of which that breach occurs

2.13 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a Planning Permission (other than one relating to the Proposed Development) granted (whether or not on Appeal) after the date of this Deed

2.14 The Developer covenants with the Second Owner that in so far as the Second Owner remains liable to carry out any terms or conditions of or make payments under this Agreement to the Council and in respect of the breach, non-observance or non-performance of any such covenant or requirement or any restriction or stipulation relating to or otherwise affecting the Property or the Second Land the Developer will observe and perform the covenants

restrictions and stipulations and make such payments as are required to be carried out by the Second Owner by the Council and the Developer will keep the Second Owner fully indemnified against all damage losses actions proceedings costs claims expenses and demands whatsoever in respect of any breach, non-observance or non-performance by the Second Owner of all or any of them

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE FIRST SCHEDULE
[The Property]

ALL THAT piece of land TOGETHER WITH any buildings erected thereon situate at and known as land to the south of Pasture Lane, Hovingham, York shown edged blue and green on the attached plan

THE SECOND SCHEDULE
[Particulars of the Proposed Development]

Erection of 3No five bed dwellings, 8No four bed dwellings, 7No three bed dwellings, 2No two bed dwellings and 4No two bedroom apartments, together with associated garages, parking and amenity areas, access road and landscaping in accordance with Planning Application Number 07/00607/MFUL

THE THIRD SCHEDULE
[Negative Obligations]

COMMUTED SUM

1 The Owners and the Developer covenant with the Council not to commence construction of more than 10 of the dwellings on the Property until the sum of forty three thousand, five hundred pounds (£43,500) has been paid to the Council for enhancing and providing open space in the vicinity of the Property

AFFORDABLE HOUSING

2 The Owners and the Developer covenant with the Council not to permit the occupation of more than fifteen of the Open Market Dwellings constructed on the Property pursuant to the Planning Permission until the Owners and the Developer have constructed and completed and made available at their own cost the Discount for Sale Dwellings and the Affordable Rented Dwellings on the Property

THE FOURTH SCHEDULE

[Positive Obligations]

Part 1

Affordable Rented Dwellings

1 Affordable Housing

The Owners and the Developer covenant to provide four Affordable Rented Dwellings in accordance with the following provisions:

The Owners and the Developer covenant:-

- 1.1 to build the Affordable Rented Dwellings in accordance with the Planning Consent granted in relation to the Property under Reference Number 07/00607/MFUL and,
 - 1.1.1 to ensure that no Open Market Dwelling is disposed of until they have entered an agreement with the Housing Association and approved by the Council Solicitor for the construction by the Developer for the Housing Association of the Affordable Rented Dwellings and the transfer thereafter of these Affordable Rented Dwellings to the Housing Association
 - 1.1.2 to transfer the Affordable Rented Dwellings to the Housing Association for a price which enables the Housing Association to charge an Affordable Rent, on or before the occupation of fifteen of the Open Market Dwellings
 - 1.1.3 to ensure that it is a term of the sale of the Affordable Rented Dwellings that the Housing Association shall not dispose of or cause or permit the disposal of the Affordable Rented Dwellings other than for the purpose of providing tenancies at an Affordable Rent to Eligible Occupiers as determined under The Fifth Schedule to this Deed
 - 1.1.4 that before the Affordable Rented Dwellings are transferred pursuant to clause 1.1.2 of this Schedule they are fully serviced and accessible by vehicles and pedestrians
 - 1.1.5 to supply within 14 working days from the date of the Transfer transferring the Affordable Rented Dwellings to the Housing Association a copy of that Transfer to the Council
- 1.2 In the event that the Owners and the Developer fails to transfer the Affordable Rented Dwellings to the Housing Association pursuant to clause 1.1.2 of this Schedule and the Council Solicitor is satisfied that the Owners and the Developer has exhausted every avenue available to them to secure the transfer the Owners and the Developer will pay the

Council a commuted sum in lieu of the provision of the Affordable Rented Dwellings calculated in accordance with the Sixth Schedule to this Deed

Part 2

Disposal of the Discount for Sale Dwellings

- 2 The Owners and the Developer covenant with the Council as follows:
- 2.1 For a period commencing at least six months before the estimated date for completion of the Discount for Sale Dwellings and ending on the date three months after the completion of the Discount for Sale Dwellings ("the Marketing Period") the Owners and the Developer shall use reasonable endeavours to market the Discount for Sale Dwellings for sale such marketing to include advertising promoting and administering sales of each of the Discount for Sale Dwellings
- 2.2 As a result of the marketing referred to at paragraph 2.1 above the Owners and the Developer will collate the details of any persons who may apply and who may subsequently be approved by the Housing Services Manager as Eligible Purchasers and will forward such details to the Housing Services Manager within 5 working days of receiving such details
- 2.3 If the person or persons identified in accordance with paragraph 2.2 above are approved by the Housing Services Manager and shall produce a certified mortgage offer in principle from a lender known to accept discount for sale units/shared ownership or similar as security the Owners and the Developer shall offer to sell a Discount for Sale Dwelling to that Eligible Purchaser
- 2.4 The offer referred to at paragraph 2.3 above shall include but shall not be limited to the following terms:
- 2.4.1 Each of the Discount for Sale Dwellings shall be offered for sale to an Eligible Purchaser in the case of the 2no 3 bedroom dwellings at a price not exceeding £75,000.00p each and in the case of the 2no two bedroom first floor apartments at a price not exceeding £65,000.00p each
- 2.4.2 Contracts to be exchanged within three calendar months of acceptance of the offer by an Eligible Purchaser or, if later, the date on which a full package of contract

documentation and title information is delivered by the Owners' or the Developer's solicitor to that Eligible Purchaser ("the Title Delivery Date")

- 2.5 The Owners and Developer shall leave the or (as appropriate) each offer referred to at paragraph 2.3 above open for acceptance by an Eligible Purchaser for a period of two calendar months from the date of such offer
- 2.6 In the event that an offer referred to in paragraph 2.3 above is rejected by the Eligible Purchaser or is not accepted in writing by the Eligible Purchaser within the two month period provided in paragraph 2.5 above then such offer shall lapse and shall no longer be capable of acceptance and the terms of paragraph 2.8 below shall apply
- 2.7 If an Eligible Purchaser accepts the offer within the two month period provided by paragraph 2.5 above then the Owners and the Developer will use reasonable endeavours to exchange contracts for the sale of the relevant Discount for Sale Dwelling or (as appropriate) those Discount for Sale Dwellings being the subject of the offer with the Eligible Purchaser within a period of three months from the date of acceptance of the offer by the Eligible Purchaser or the Title Delivery Date whichever is the later
- 2.8 If after the three months period referred to at paragraph 2.7 above contracts have not been exchanged or the offer has lapsed in accordance with paragraph 2.6 above then the following shall apply:
- 2.8.1 If the Marketing Period has not expired then the provisions of paragraphs 2.2 to 2.7 inclusive shall be repeated to the effect that the process shall be recommenced involving (if applicable) a new Eligible Purchaser; or
- 2.8.2 If the Marketing Period has expired then the obligations set out in paragraphs 2.1 to 2.7 inclusive above shall cease to have effect and the provisions of paragraph 2.9 below shall apply in respect of affordable housing provision
- 2.9 If after the Marketing Period has expired any outstanding offers shall continue to be progressed in accordance with paragraphs 2.4 to 2.7 inclusive above and in the event that any offer or (as appropriate) offers has or have been rejected or contracts have not been exchanged within the three month period specified in paragraph 2.7 for the sale of any of the Discount for Sale Dwellings then the following shall apply:

2.9.1 the Owners and the Developer will notify the Housing Services Manager in writing that the offers have been rejected or contracts have not been exchanged ("the Notification") PROVIDED that the Housing Services Manager is satisfied that the Owners and the Developer have exhausted all possible means to dispose of the Discount for Sale Dwellings in accordance with the provisions set out above; then

2.9.2 the Owners and the Developer shall be at liberty to dispose of the relevant Discount for Sale Dwellings on the open market upon such terms as they think fit; and

2.9.3 the Owners and the Developer shall pay to the Council within 28 days of the date of sale on the open market of any of the Discount for Sale Dwellings that have not been disposed of to an Eligible Purchaser a sum in lieu of such Discount for Sale Dwellings that have not been disposed of and the sum shall be calculated in accordance with the provisions of Part 1 of the Sixth Schedule to this Deed and shall be utilised by the Council for affordable housing provision in accordance with the provisions of Part 2 of the Sixth Schedule to this Deed

2.9.4 on payment of the sum referred to in paragraph 2.9.3 above the Owners and the Developer shall be released from the affordable housing obligations in this Part 2 in their entirety in so far as they relate to the Discount for Sale Dwellings in respect of which a commuted sum has been paid pursuant to paragraph 2.9.3 above PROVIDED ALWAYS that the provisions of paragraph 2.10 shall continue to apply to any of the Discount for Sale Dwellings that have been disposed of to an Eligible Purchaser

2.10 The following provisions shall apply and regulate the disposals of any of the Discount for Sale Dwellings to an Eligible Purchaser by the Owners or the Developer and any future disposals of any of the Discount for Sale Dwellings by a subsequent Eligible Purchaser. The Owners and Developer shall ensure that the documents transferring the Discount for Sale Dwellings to an Eligible Purchaser incorporate provisions to ensure so far as the law allows that:

2.10.1 An Eligible Purchasers' Estate Interest in any of the Discount for Sale Dwellings disposed of in accordance with paragraphs 2.2 to 2.7 (inclusive) above shall not be assigned transferred or disposed of other than at a price to be agreed by the Housing

Services Manager being the greater of either in the case of the 2no 3 bedroom dwellings £75,000.00p each or 30% of the Open Market Value of such Discount for Sale Dwellings and in the case of the 2no two bedroom first floor apartments £65,000.00p each or 43.333% of the Open Market Value of such Discount for Sale Dwellings;

2.10.2 When any Discount for Sale Dwellings become available for resale the person seeking to re-sell ("the Vendor") will write to the Housing Services Manager informing him of the resale and agree with him the criteria which potential occupiers of any Discount for Sale Dwellings must satisfy ("the Agreed Criteria"). The Vendor will thereafter write to such people (if any) nominated by the Housing Services Manager who satisfy the Eligibility's criteria set out in Schedule 5 to this Deed giving sales details

2.10.3 The Discount for Sale Dwellings offered for sale from time to time shall not be offered other than to a person or persons residing within the district of Ryedale

2.10.4 If required by the Council the Vendor shall satisfy the Council that the Discount for Sale Dwelling has been actively marketed to persons residing within the district of Ryedale who cannot afford to purchase a dwelling of a similar kind generally available on the open market in the district

2.10.5 In the event that any interest is offered for sale in accordance with the provisions of paragraphs 2.10.3 and 2.10.4 above and on either:

2.10.5.1 the expiration of a period of 12 months there is no buyer who has made an offer to purchase the interest in the relevant Discount for Sale Dwelling at a price not exceeding the percentage of Open Market Value that the Vendor paid for the Discount for Sale Dwelling when he acquired it upon terms that are reasonably acceptable to the Vendor; or

2.10.5.2 if there is such a person who is prepared to proceed on that basis who has not entered into a contract to purchase upon terms that are reasonably acceptable to the Vendor within 12 months of the relevant Discount for Sale Dwelling having been placed on the open market for sale pursuant to the

provisions of paragraphs 2.10.3 to 2.10.5 (inclusive) above then the Vendor may dispose of his interest in the relevant Discount for Sale Dwelling to a person irrespective of his geographical area of residence who cannot afford to purchase a dwelling of a similar kind generally available on the open market in the District of Ryedale. Provided the Vendor obtains the confirmation of the Housing Services Manager that such person satisfies the Eligibility Criteria as set out in Schedule Five of this Deed (save as to geographical area of residence)

- 2.10.6 If despite the Vendor using reasonable endeavours he cannot dispose of the relevant Discount for Sale Dwelling within 18 Months of it being offered for sale and complying with the provisions of paragraphs 2.10.1 to 2.10.5 inclusive above then the Vendor shall be at liberty to dispose of the relevant Discount for Sale Dwelling on the open market upon such terms as he thinks fit
- 2.10.7 In the event of a disposal of 100% of the Open Market Value of the relevant Discount for Sale Dwelling pursuant to paragraph 2.10.6 above the Vendor shall pay a commuted sum to the Council for the attention of the Housing Services Manager calculated in accordance with Part 1 of the Sixth Schedule of this Deed
- 2.10.8 In the event of a disposal of the relevant Discount for Sale Dwelling on the open market in accordance with paragraphs 2.10.6 and 2.10.7 above such Discount for Sale Dwelling shall forthwith cease to be subject to the terms of this planning obligation
- 2.10.9 In the event that paragraph 2.10.8 above becomes effective the Council (or its successor) will upon written request supply to any interested party confirmation of the effect and events of the above and will remove the entry in the Local Land Charges Register and any other entry in any other register open to public inspection
- 2.10.10 For the purposes of this Deed the Open Market Value shall take no account of any improvements made to the Discount for Sale Dwellings (excluding decorative improvements) and the Vendor shall be entitled to retain 100% of the increase in open market value attributable to such improvements

2.11 For the avoidance of doubt the obligation on the Owners and the Developer contained in paragraph 2.10 shall be deemed to be satisfied upon the Owners and the Developer furnishing the Council with certified copies of the Discount for Sale Dwellings Assurance

2.12 In the event of a sale of a Discount for Sale Dwelling by a mortgagee in possession the Chargee shall prior to seeking to dispose of a Discount for Sale Dwelling pursuant to any default under the terms of its mortgage or charge give not less than 3 month's prior written notice to the Housing Services Manager of its intention to dispose and: -

2.12.1 in the event that the Housing Services Manager responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the Discount for Sale Dwelling can be made in such a way as to safeguard it as a Discount for Sale Dwelling then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer

2.12.2 if the Housing Services Manager does not serve its response to the notice served under Clause 2.12.1 within 3 months then the Chargee shall be entitled to dispose free of the restrictions set out in Clause 2.10 above

2.12.3 if the Housing Services Manager or any other person cannot within 3 months of the date of service of its response under Clause 2.12.1 secure such transfer then provided that the Chargee shall have complied with its obligations under Clause 2.12.1 the Chargee shall be entitled to dispose free of the restrictions set out in Clause 2.10 PROVIDED that in the event of a disposal of 100% of the Open Market Value of the relevant Discount for Sale Dwelling pursuant to this paragraph 2.12 the Chargee shall pay to the Council immediately following the disposal of the Discount for Sale Dwelling any money realised over and above 50% of the Open Market Value and remaining after repayment of their loan and deduction of any other monies properly due to such Chargee under the terms of its legal charge

PROVIDED THAT at all times rights and obligations in this Clause 2.12 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

Part 3

Determination of Open Market Value

3.1 For the purposes of paragraph 2.9.3 of this Schedule above

3.1.1 the Open Market Value shall be agreed by the Owners and Developer and the Council and in default of agreement determined by an independent chartered surveyor appointed by agreement between the Owners and the Developer and the Council whose fees shall lie in the said surveyor's award or in the absence of such award be borne equally between the parties

3.1.2 in the absence of agreement as to appointment the surveyor shall (upon the application of either party) be appointed by the President of the Royal Institute of Chartered Surveyors

3.1.3 the surveyor shall act as an expert and his decision shall be final and binding

3.2 For the purposes of paragraph 2.10.1 of this Schedule above:

3.2.1 the Open Market Value shall be agreed by the owners of the relevant Discount for Sale Dwelling and the Housing Services Manager prior to the disposal of the relevant Discount for Sale Dwelling and in default of agreement determined by an independent chartered surveyor appointed by agreement between the owners and the Housing Services Manager

3.2.2 in the absence of agreement as to appointment the surveyor shall (upon the application of either party) be appointed by the President of the Royal Institute of Chartered Surveyors

3.2.3 the surveyor shall act as an expert and his decision shall be final and binding and whose fees shall lie in the said surveyor's award or in the absence of such award be borne equally between the parties

3.3 In determining Open Market Value for the purposes of paragraphs 3.1 and 3.2 above the surveyor shall be concerned to establish the estimated amount for which the Discount for

Sale Dwelling in question should exchange on the date of valuation between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion and disregarding the provisions of this Deed in so far as they have the effect of limiting the value of the Discount for Sale Dwellings

Part 4

Schedule of Affordable Rented Dwellings and Discount for Sale Dwellings

PASTURE LANE, HOVINGHAM

Housing Association/Rented ft² floor area

Houses 2 bed dwellings

Plot No. 15 840

Plot No 16 840

Apartments 2 bed ground floor apartments

Plot No. 18 602

Plot No 19 602

Discount For Sale

Houses 3 bed dwellings	Open Market Value	Open Market Value	% of OMV	Discounted Sale Price
Plot No. 14	1031	£250,000	30	£75,000
Plot No. 17	1031	£250,000	30	£75,000
Apartments 2 bed first floor apartments				
Plot No. 20	602	£150,000	43.333	£65,000
Plot No. 21	602	£150,000	43.333	£65,000

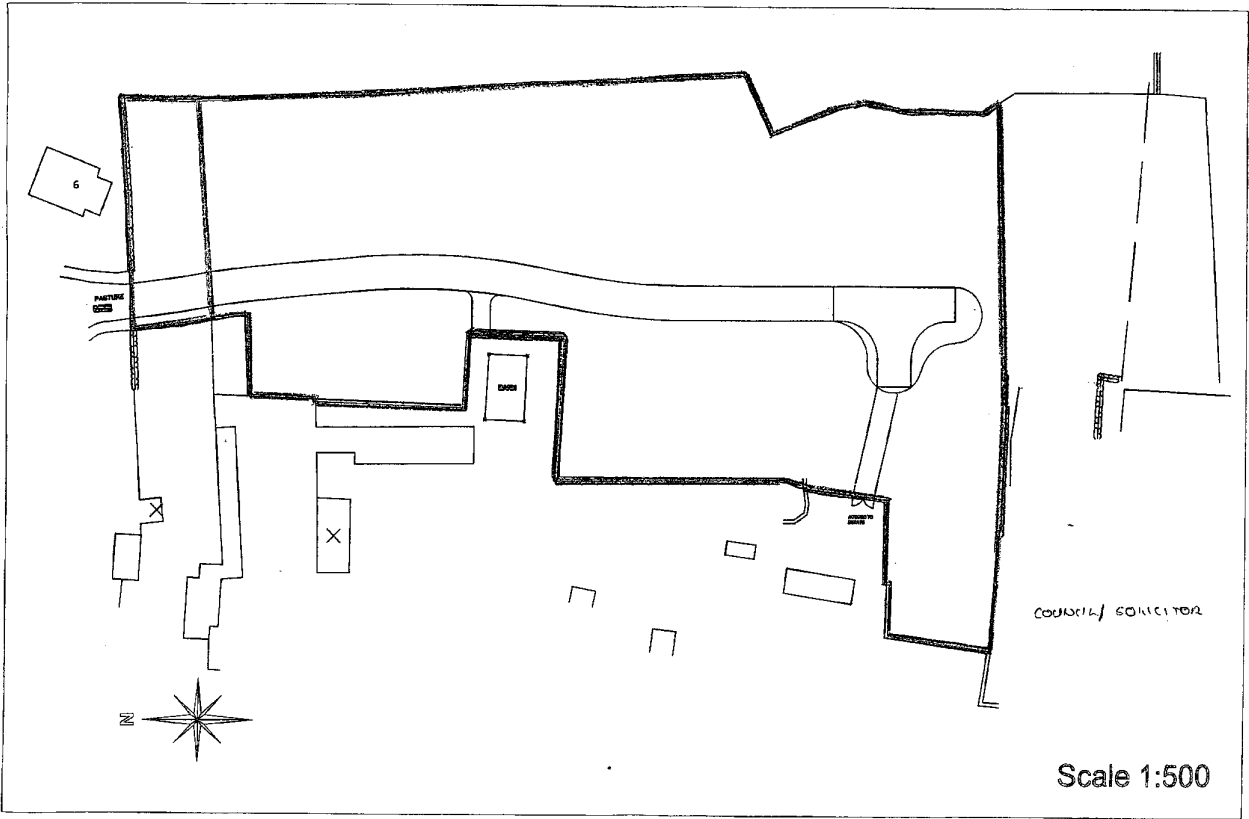
OMV = Open Market Value

THE FIFTH SCHEDULE

Eligibility Criteria

Purchase /Rental by persons:

1. who are currently resident within the village of Hovingham and have been so for a minimum qualifying period of 2 years; or
2. who are currently employed or whose place of work is in the village of Hovingham and have been so for a period of at least 2 years; or
3. if no such person qualifies under paragraphs 1 or 2 above for occupation a person ordinarily resident in one or more of the following parishes Barton-le-Street, Cawton, Coulton, Fryton, Nunnington, Slingsby, Scackleton, Stonegrave and Terrington for a period of at least 2 years; or
4. if no such person qualifies under paragraphs 1 or 2 or 3 above for occupation a person ordinarily resident in any area in the District of Ryedale; or
5. if no such person qualifies under paragraphs 1 or 2 or 3 or 4 above then persons who have a strong local connection with Ryedale District by one of the following means:-
 - 5.1 family association in the area of Ryedale District,
 - 5.2 any period of ordinary residence in the area of Ryedale District not immediately before the date on which any Discount for Sale Dwelling or Affordable Rented Dwelling becomes vacant, or
 - 5.3 through their work provide important services to Ryedale District and who need to live closer to the local community or who have employment within the area of Ryedale District



COUNCIL COLLECTOR

Scale 1:500

THE SIXTH SCHEDULE

Part 1

Affordable Housing Commuted Sum

1. The commuted sum payable in lieu of any Discount for Sale Dwellings shall be calculated as follows:-

The Open Market Value of the relevant Discount for Sale Dwelling

minus

The purchase price of such relevant Discount for Sale Dwelling as stated in Part 2 of the Fourth Schedule to this Deed which would have been paid by an Eligible Purchaser had the Discount for Sale Dwelling been provided in accordance with the provisions of Part 2 of the Fourth Schedule to this Deed

Part 2

Affordable Housing Provision

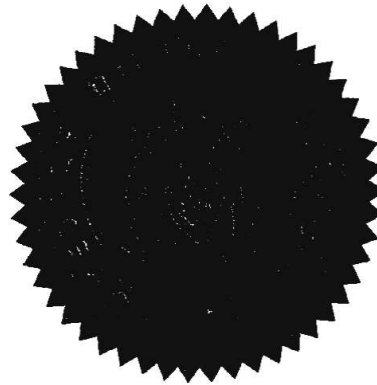
- 2 The Council covenants that:
 - 2.1 the Affordable Housing Commuted Sum will be used on a broad range of schemes and initiatives, linked to housing needs which may include but not be limited to the following:
 - 2.1.1 support for housing associations for both the development and acquisition of affordable housing including facilitating any necessary works of improvement or repair
 - 2.1.2 support for specific initiatives to regenerate the existing housing stock e.g Empty Property Grants and Houses in Multiple Occupation Grants which give the Council tenancy nomination rights for qualifying individuals
 - 2.1.3 support for specific schemes which are developed to meet an identified need e.g. the lack of suitable temporary accommodation for homeless families or a scheme to meet the accommodation needs of young single people

3 that in the event that all or part of the Affordable Housing Commuted Sum has not been committed by the Council as detailed above within 5 years from the date on which it is received by the Housing Services Manager the Council will re-pay to the Owners and Developer the amount (if any) of the Affordable Housing Commuted Sum which has not been committed provided that the Owners and Developer will not be entitled to claim any interest on such returned sum

4 it will provide to the Owners and Developer a certificate prepared by the Housing Services Manager detailing how the Affordable Housing Commuted Sum has been spent on the initiatives detailed in this Schedule

THE COMMON SEAL of THE)
RYEDALE DISTRICT COUNCIL)
was hereunto affixed and is)
authenticated by:)

Minute
Reg No. 6150
Initials JB



Stuart Wainwright
Chairman
K.A. Wainwright
Council Solicitor

Signed as a DEED by WILLIAM)
RALPH WORSLEY in the)
presence of)

Signed as a DEED by PATRICIA)
MARY HARRISON in the)
presence of)

Signed as a DEED for and on behalf)
of LINDRICK HOMES LIMITED)
acting by)

Director

Director

Secretary

The Common Seal of)
BARCLAYS BANK PLC was)
hereunto affixed in the presence of)

Authorised Signatory

DATED 18th APRIL 2008

THE RYEDALE DISTRICT COUNCIL

and

LINDRICK HOMES LIMITED

and

WILLIAM RALPH WORSLEY

and

PATRICIA MARY HARRISON

and

BARCLAYS BANK PLC

A G R E E M E N T

pursuant to Section 106 of the
Town and County Planning Act 1990 as amended
and Section 111 of the Local Government Act 1972
in respect of land to the south of Pasture Lane, Hovingham, York in
the County of North Yorkshire

K A Winship
Council Solicitor
M A L T O N