

Dated

18 August

2016

PETER LAURENCE TATHAM and DAVID ROBERT TATHAM

and

GLADMAN DEVELOPMENTS LIMITED

and

RYEDALE DISTRICT COUNCIL

**Planning obligation by deed of agreement under the Town and Country
Planning Act 1990 section 106**

relating to

Land at Langton Road, Norton, Malton



Gladman House
Alexandria Way
Congleton Business Park
Congleton, Cheshire
CW12 1LB
Tel: 01260 288800
Fax: 01260 288861

THIS AGREEMENT is made the day of 2016
BETWEEN:

- 1) **PETER LAURENCE TATHAM and DAVID ROBERT TATHAM** both of High Farm, Welham, Norton, Malton, North Yorkshire, YO17 9QY ('the Owner')

AND:

- 2) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Malton, North Yorkshire, YO17 7HH ('the Council')

WITH THE CONSENT OF:

- 3) **GLADMAN DEVELOPMENTS LIMITED** (company registration number 3341567) whose registered office is at Gladman House Alexandria Way Congleton Business Park Congleton CW12 1LB ("the Promoter")

RECITALS

- 1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- 2) The Owner is the freehold owner of the Site as set out in Schedule 1.
- 3) The Owner and the Promoter have entered into the Promotion Agreement
- 4) The Promoter submitted the Application to the Council on 30 January 2015.
- 5) The Council resolved on 22 July 2015 to refuse planning permission in respect of the Application and the Promoter submitted the Appeal for determination by the Secretary of State.
- 6) The Owner and the Promoter entered into the Existing Undertaking in support of the Appeal
- 7) The Appeal was successful and the Planning Permission was granted
- 8) The Parties are prepared to enter into this deed in order to secure the planning obligations it creates and to discharge the Existing Undertaking .

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

1.1 Definitions

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

- 1.1.1 'the 1990 Act' means the Town and Country Planning Act 1990 (as amended)
- 1.1.2 'Affordable Housing' means Affordable Rented Housing Social Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market, where eligibility is determined with regard to local incomes and local house prices and which remains at an affordable price for future eligible households
- 1.1.3 'the Affordable Housing Land' means the land within the Site upon which the Affordable Housing Units are to be constructed
- 1.1.4 'the Affordable Housing Scheme' means the scheme submitted in accordance with the Planning Permission which shall include details of: (i) the sizes, floor areas, numbers, type, tenure and location on the Site of the Affordable Housing Units, and (ii) the timing of the construction of the Affordable Housing Units and their phasing in relation to the occupancy of the Market Housing Units, and (iii) the arrangements for the transfer of the Affordable Housing (save for the Discounted Sale Dwellings) to a Registered Provider, and (iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing, (v) the occupancy criteria to be used for determining the identity of the occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced, (vi) the Resale Covenant Scheme; and (vii) the marketing strategy to be implemented in respect of the Discounted Sale Dwellings
- 1.1.5 'the Affordable Housing Units' means that part of the Development comprising 35% of the Dwellings (rounded up to the nearest Dwelling) which shall be constructed for Affordable Housing, 45% of which shall be Affordable Rented Housing, 45% shall be Social Rented Housing and 10% of which shall be Intermediate Housing or such other proportions of Affordable Rented Housing and/or Social Rented Housing and/or Intermediate Housing as shall be agreed between the Owner and the Council having regard to the most up-to-date evidence of housing needs and demand and the financial capacity of the Registered Provider and 'an Affordable Housing Unit' shall be construed accordingly

- 1.1.6 'Affordable Rented Housing' has the meaning set out in Annex 2 to the NPPF
- 1.1.7 'Air Quality Contribution' means the sum calculated using the following formula:

A x B

Where:

A is the aggregate number of Dwellings referred to in the notice of the reserved matters approval relating to the Development that is implemented for the purposes of section 56(4) of the 1990 Act; and

B is £694.78 (six hundred and ninety four pounds and seventy eight pence)

payable towards the costs of air quality mitigation measures required as a result of the Development

- 1.1.8 'the Appeal' means the appeal to the Secretary of State following the refusal of the Application by the Council given appeal reference APP/Y2736/W/15/3136237
- 1.1.9 'the Application' means the application for outline planning permission dated 30 January 2015 submitted to the Council and allocated reference number 15/00098/MOUT as amended from time to time
- 1.1.10 'Bus Stop Contribution' means the sum of £5,000 (five thousand pounds) payable as a contribution towards the provision of and/or improvements to two bus stops in Norton
- 1.1.11 'a Chargee' means any mortgagee or chargee of the Registered Provider, the successors in title to such a mortgagee or chargee, or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925,
- 1.1.12 'the Chargee's Duty' means the tasks and duties set out in Schedule 2 paragraph 4.6
- 1.1.13 'the Commencement of Development' means the commencement of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence Development' shall be construed accordingly
- 1.1.14 'Commutated Affordable Housing Contribution' means in respect of each Discounted Sale Dwelling the sum equivalent to 23% of the Open Market Value of that Discounted Sale Dwelling on the date that it is first sold by the Owner on the open market

- 1.1.15 'the Date of Practical Completion' means the date of issue of a certificate of practical completion by the Owner's architect or, if the Development is constructed by a party other than the Owner, by that other party's architect
- 1.1.16 'the Development' means the development of the Site with up to 79 dwellings pursuant to the Planning Permission and this deed
- 1.1.17 'Discounted Sale Dwellings' means Affordable Housing Units which are to be sold at the Discounted Sale Price in accordance with the Resale Covenant Scheme which (save as provided for in Schedule 2 to this Deed) the Owner shall ensure binds the Discounted Sale Dwellings in perpetuity.
- 1.1.18 'Discounted Sale Price' means in respect of each Discounted Sale Dwelling a sum equivalent to no more than seventy percent (70%) of the Open Market Value of that Discounted Sale Dwelling
- 1.1.19 'a Dwelling' means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly
- 1.1.20 'Existing Undertaking' means the unilateral undertaking made pursuant to Section 106 of the 1990 Act dated 14 June 2016 given by the Owner with the consent of the Promoter in respect of the Appeal
- 1.1.21 'Footpath Link' means a pedestrian permissive route of a width of at least 2 metres to be provided by the Owner along the route shown on the Plan coloured Green including for the avoidance of doubt a pedestrian footbridge over Mill Beck
- 1.1.22 'the HCA' means the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and includes any successor body exercising similar functions
- 1.1.23 'Highways Contribution' means the sum of £2,000 (two thousand pounds) payable towards the provision of improved warning signage at the junction of Bazeleys Lane and/or Langton Road, Norton
- 1.1.24 'the Housing Services Manager' means the housing services manager of the Council or a person nominated by the Council to discharge functions of such housing services manager
- 1.1.25 'the Index' means the All Items Index of Retail Prices issued by the Office for National Statistics or any successor organisation
- 1.1.26 'Interest' means interest at 5% above the base lending rate of National Westminster Bank plc from time to time

- 1.1.27 'Intermediate Housing' has the meaning set out in Annex 2 to the NPPF and also includes Discounted Sale Dwellings
- 1.1.28 'Management Company' means a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern Ireland and whose primary objects require it to maintain and renew the Open Space
- 1.1.29 'Management Plan' means a scheme to be submitted to and approved in writing by the Council, which identifies:
- (i) the future management and maintenance requirements of the Open Space
 - (ii) the proposed ongoing maintenance operations for the Open Space, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Open Space
 - (iii) the proposed means of funding the ongoing maintenance and management of the Open Space in accordance with the Management Plan by the Owner and where one is formed pursuant to the provisions of this deed the Management Company
 - (iv) a mechanism for the periodic review with the Council and where necessary amendment of the Management Plan
- 1.1.30 'the Market Housing Units' means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing
- 1.1.31 'the NPPF' means the National Planning Policy Framework issued by the Department for Communities and Local Government and dated March 2012
- 1.1.32 'to Occupy' means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and 'Occupation' and 'Occupied' shall be construed accordingly
- 1.1.33 'Open Market Value' means such open market value assessed in general accordance with the Appraisal and Valuation Manual of the Royal Institution of Chartered Surveyors as amended from time to time
- 1.1.34 'the Open Space' means the informal open space and landscaping including the Play Area and the Footpath Link for use by the general public to be provided on the Site in accordance with the Planning Permission and the Open Space Works Specification

- 1.1.35 'the Open Space Works Specification' means a specification for the laying out of the Open Space to be agreed in writing between the Owner and the Council before the Commencement of Development
- 1.1.36 'Party' means any of the parties to the deed
- 1.1.37 'Phase of Development' means a phase of development which shall be in accordance with the planning conditions to which the Planning Permission is subject
- 1.1.38 'Planning Inspector' means the inspector appointed by the Secretary of State to preside over the public inquiry in relation to the Appeal
- 1.1.39 'the Play Area' means a local equipped area for play for use by the general public to be provided on the Site in accordance with the Planning Permission
- 1.1.40 'the Plan' means the plan attached to this deed
- 1.1.41 'the Planning Permission' means the planning permission issued by the Planning Inspector in determining the Appeal dated 22 July 2016 with reference 15/00098/MOUT
- 1.1.42 'the Promotion Agreement' means a promotion agreement dated 1 April 2015 in respect of the Site and other land made between the Owner and the Promoter
- 1.1.43 'a Protected Tenant' means any tenant who:
- 1.1.43.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit, or
 - 1.1.43.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit, or
 - 1.1.43.3 was granted a shared ownership lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit
- 1.1.44 'the Registered Provider' means a registered provider of social housing within the meaning of Section 80(2) of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with the HCA or any other body who may lawfully provide or fund affordable housing from time to time
- 1.1.45 'Resale Covenant Scheme' a scheme approved in writing by the Housing Services Manager which restricts the sale price of the Discounted Sale Dwellings to the Discounted Sale Price and restricts owner-occupation to eligible occupier(s) as determined by the Affordable Housing Scheme and the terms upon which such occupation and/or sale or

transfer of such Discounted Sale Dwellings may take place including without limitation a mechanism for the calculating the Open Market Value of each Discounted Dwelling prior to each disposal of the same

- 1.1.46 'Secretary of State' means the Secretary of State for Communities and Local Government or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act
- 1.1.47 'Social Rented Housing' means social rented housing as described in the definition of Affordable Housing set out at Annex 2 of the NPPF
- 1.1.48 'the Site' means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1
- 1.1.49 'the Travel Plan Contribution' means the sum of £50,000 (fifty thousand pounds) payable towards the costs of the implementation of the residential travel plan relating to the Development

1.2 Interpretation

- 1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.
- 1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.2.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act 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 or deriving validity from it.
- 1.2.6 Save in respect of clause 11 (Indemnity) references to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council the successors to its statutory function.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement.

2. Legal basis

- 2.1 This deed is made pursuant to the 1990 Act section 106 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011
- 2.2 The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council as local planning authority

3. Conditions, duration and enforcement

3.1 Conditions precedent

The obligations contained in the Schedules to this deed are conditional upon:

- 3.1.1 the grant of the Planning Permission, and
- 3.1.2 the Commencement of Development

save in respect of any obligation contained in the Schedules to this deed expressly requiring compliance prior to the Commencement of Development, which shall come into effect on the date hereof.

3.2 Duration

- 3.2.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.
- 3.2.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

3.3 Other development

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.

3.4 Non-enforcement

3.4.1 This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission, nor against those deriving title from such owner-occupiers or tenants or their mortgagees, except in respect of Schedule 2 paragraph 4 which shall remain enforceable against owner-occupiers and/or tenants of Affordable Housing Units and those deriving title from them to the extent permitted by the terms of this deed.

3.4.2 The obligations contained in this deed shall not be binding upon or enforceable against 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, telecommunications services or public transport services

4. Owner's covenants

4.1 The Owner covenants with the Council as set out in Schedule 2 and Schedule 3 .

5. The Promoter

5.1 The Promoter acknowledges and declares that:

5.1.1 this deed has been entered into by the Owner with its consent, and

5.1.2 the Site shall be bound by the obligations contained in this deed.

6. Provisions of immediate effect

6.1 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

6.2 The Owner agrees with the Council to give the Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

7. Notices

- 7.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 7.2 The address for any notice or other written communication shall be within the United Kingdom.
- 7.3 A notice or communication shall be served or given:
- 7.3.1 on the Owner at the address set out above, or such other address as shall be notified in writing to the Council from time to time
 - 7.3.2 on the Promoter at its registered office from time to time, or such other address as shall be notified in writing to the Council from time to time, marked for the attention of David Gladman
 - 7.3.3 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the S.106 Officer

8. Local land charge

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

9. Jurisdiction and legal effect

- 9.1 This deed shall be governed by and interpreted in accordance with the law of England and Wales.
- 9.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.
- 9.3 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 9.4 The provisions of this deed (other than this clause 9.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

10. Indexation, interest and VAT

- 10.1 Any sum to be paid to the Council under Schedule 2 or under Schedule 3 shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is paid
- 10.2 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the date of payment.
- 10.3 All consideration given in accordance with the terms of this deed shall be exclusive of any value added tax properly payable

11. Indemnity

The Promoter (to the extent that the Owner has not been released from the planning obligations set out in this deed pursuant to clause 3.2.2 of this deed) hereby indemnifies and shall keep indemnified the Owner during the term of the Promotion Agreement against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the Owner under this deed and any breach or non-performance of those obligations PROVIDED THAT this clause shall not be for the benefit of any successor in title to the Owner pursuant to a Disposal as defined in the Promotion Agreement

12. Existing Undertaking

- 12.1 The Council hereby discharges and releases the Owner and the Promoter from any and all liability that either of them have to the Council pursuant to the Existing Undertaking
- 12.2 The Owner hereby discharges and releases the Promoter from any and all liability that the Promoter may have to the Owner pursuant to clause 11 of the Existing Undertaking
- 12.3 The Council shall immediately effect the cancellation of all entries made in the Register of Local Land Charges in respect of the Existing Undertaking and shall provide written confirmation of such cancellation to the Owner

IN WITNESS of which the Owner, the Promoter and the Council have executed this deed as a deed and delivered it the day and year first before written

SCHEDULE 1

The Owner's Title and Site Description		
Title Number	Description of Site	Owner
NYK397804	Land on the west side of Langton Road, Norton, Malton	Peter Laurence Tatham
NYK414650 (PART)	Land on the south-west side of Langton Road, Norton, Malton	David Robert Tatham
NYK396977	Land on the west side of Langton Road, Norton, Malton	Peter Laurence Tatham

SCHEDULE 2

The Owner's Covenants with the Council

1. Progress of development

The Owner shall notify the Council:

- 1.1 upon the Commencement of Development and
- 1.2 upon the first Occupation of the first Dwelling to be Occupied on the Site

2. Payment of contributions

- 2.1 The Owner shall pay the Air Quality Contribution to the Council in the following instalments:
 - 2.1.1 50% prior to the first Occupation of 50% of the Dwellings
 - 2.1.2 the balance prior to the first Occupation of 90% of the Dwellings
- 2.2 The Owner shall not Occupy nor permit the Occupation of more than 49% of the Dwellings until the payment referred to at paragraph 2.1.1 above has been made
- 2.3 The Owner shall not Occupy nor permit the Occupation of more than 89% of the Dwellings until the payment referred to at paragraph 2.1.2 above has been made

3. Open space transfer and works

- 3.1 Prior to Commencement of Development to submit to the Council for approval the Open Space Works Specification and the Management Plan
- 3.2 Prior to Commencement of Development to submit to the Council evidence of the formation of a Management Company for the purpose of managing and maintaining the Open Space

- 3.3 Not to permit or allow the Occupation of more than 75% of the Dwellings on any Phase of Development until any Open Space to be located on that Phase of Development has been provided and/or constructed (as appropriate) in complete accordance with the Open Space Works Specification
- 3.4 Not to permit the Occupation of more than 95% of the Dwellings that form part of the Development until the Open Space has been transferred to the Management Company in accordance with the details approved by the Council under the Management Plan and on the terms set out in Schedule 4
- 3.5 Once the Open Space has been laid out and made available for public use to manage the Open Space in accordance with the Management Plan and not to let the Open Space to be used or developed for any purpose other than public recreation and amenity
- 3.6 Not to amend the Management Plan without the Council's written consent
- 3.7 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council have otherwise first agreed in writing
- 4. Affordable housing**
- 4.1 Not to permit or allow the Commencement of Development on any Phase of Development until the Affordable Housing Scheme in relation to that Phase of Development has been agreed in writing by the Council.
- 4.2 No more than 75% of the Market Housing Units on any Phase of Development shall be Occupied until all of the Affordable Housing Units to be located on that Phase of Development have been constructed in accordance with the Planning Permission and made ready for residential occupation, and written notification of that has been received by the Council.
- 4.3 From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with the approved Affordable Housing Scheme, save that this obligation shall not be binding:
- 4.3.1 On any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and chargees, or
- 4.3.2 on any Chargee provided that he has first complied with the Chargee's Duty, or

- 4.3.3 in the circumstances referred to in paragraph 4.8 below, or
- 4.3.4 on any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
- 4.4 No more than 95% of the Market Housing Units on any Phase of Development shall be Occupied until the Affordable Housing Units (save for any Discounted Sale Dwellings) to be located on that Phase of Development have been transferred to the Registered Provider
- 4.5 Any transfer of Affordable Housing Land shall include the following:
- 4.5.1 full and free rights of access both pedestrian and vehicular from the public highway to such Affordable Housing Land;
- 4.5.2 full and free rights to the passage of water, soil, electricity, gas and other services through the pipes, drains, channels, wires, cables and conduits in the adjoining land up to and abutting the boundary to such Affordable Housing Land, all such services to be connected to the mains; and
- 4.5.3 a reservation of all rights of access and passage of services and rights of entry necessary for the purposes of the Development
- 4.6 A Chargee shall, before seeking to dispose of any of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, give not less than three months' prior notice to the Council of its intention to dispose, and the following provisions shall apply, provided that the rights and obligations in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage :
- 4.6.1 if the Council responds within three months from receipt of the Chargee's notice and indicates that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing, the Chargee shall co-operate with those arrangements and use its best endeavours to secure the transfer.
- 4.6.2 If the Council or any other person cannot within three months of the date of service of its response under paragraph 4.6.1 secure the transfer then, provided that the Chargee has complied with its obligations under paragraph 4.6.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this paragraph 4 which shall then cease to apply to those units.

- 4.6.3 If the Council does not serve its response to the Chargee's notice within three months, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this paragraph 4 which shall then cease to apply to those units.
- 4.7 For a period commencing at least six months before the estimated date for completion of the Discounted Sale Dwellings and ending on the date six months after the Date of Practical Completion of the Discounted Sale Dwellings ("the Marketing Period") the Owner shall use reasonable endeavours to market the Discounted Sale Dwellings for sale in accordance with the approved Affordable Housing Scheme.
- 4.8 If after the Marketing Period has expired contracts have not been exchanged for the sale of one or more of the Discounted Sale Dwellings then the following shall apply:
- 4.8.1 The Owner will notify the Housing Services Manager in writing that contracts have not been exchanged.
- 4.8.2 If the Housing Services Manager is satisfied that the Owner has acted in accordance with the terms of this Deed and has exhausted all possible means to Dispose of the relevant Discounted Sale Dwelling(s) in accordance with the provisions set out in the approved Affordable Housing Scheme then the Owner shall be at liberty to dispose of the relevant Discounted Sale Dwelling(s) individually on the open market free from the restrictions and obligations contained in this Deed and the Owner shall within 6 weeks of a sale of any Discounted Sale Dwelling on the open market pay to the Council the Commuted Affordable Housing Contribution attributable to the relevant Discounted Sale Dwellings sold on the open market in accordance with this paragraph 4.8.2.
- 4.8.3 On payment of the Commuted Affordable Housing Contribution referred to in paragraph 4.8.2 above the Owner shall be released from the affordable housing obligations in paragraph 4 of Schedule 2 of this deed in so far as they relate to any Discounted Sale Dwelling(s) sold on the open market in accordance with paragraph 4.8.2 above.

5. Restriction on Development

Not to construct more than seventy-nine (79) Dwellings on the Site

SCHEDULE 3

The Owner's further Covenants with the Council

1. **Payment of contributions**

- 1.1 The Owner shall pay the Bus Stop Contribution and the Highways Contribution to the Council prior to the first Occupation of the first Dwelling to be Occupied
- 1.2 The Owner shall pay the Travel Plan Contribution to the Council in the following instalments:
 - 1.2.1 £10,000 (ten thousand pounds) prior to the first Occupation of the first Dwelling to be Occupied;
 - 1.2.2 a further £10,000 (ten thousand pounds) on the first anniversary of the date upon which the payment referred to at paragraph 1.2.1 above became due;
 - 1.2.3 a further £10,000 (ten thousand pounds) on the second anniversary of the date upon which the payment referred to at paragraph 1.2.1 above became due;
 - 1.2.4 a further £10,000 (ten thousand pounds) on the third anniversary of the date upon which the payment referred to at paragraph 1.2.1 above became due; and
 - 1.2.5 the balance on the fourth anniversary of the date upon which the payment referred to paragraph in 1.2.1 above became due.

SCHEDULE 4

Provisions relating to the transfer of the Open Space

The transfer of the Open Space to the Management Company shall:

- i. be a transfer of the entire freehold interest of the Open Space
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such incumbrance
- iv. be free from any lease, licence or any other third party interests
- v. be subject to a covenant which prohibits the use of the Open Space for any purpose other than for public recreation and amenity
- vi. include all usual and necessary rights of way with or without vehicles for the benefit of the Open Space save for the Footpath Link which shall be reserved for pedestrian use only
- vii. reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Open Space
- viii. reserve in favour of the Owner the right to lay and use new services subject to the prior written agreement of the Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- ix. declare that boundary structures shall belong to and be maintained by the owners of the Dwellings (if any) which adjoin the Open Space
- x. not require consideration in excess of one pound (£1)
- xi. contain a covenant for the benefit of the Council that the Management Company will manage and maintain the Open Space in accordance with the approved Management Plan

SIGNED AS A DEED by

PETER LAURENCE TATHAM



In the presence of:

S. C Tally

Witness name:

...STEPHEN TACEY

Witness address:

...CRESTWOOD

...THE KNOLL

...CRANHAM, GLOS GL4 8HR

Occupation:

...COMPANY DIRECTOR

SIGNED AS A DEED by

DAVID PETER TATHAM



In the presence of:

S. C Tally

Witness name:

...STEPHEN TACEY

Witness address:

...CRESTWOOD

...THE KNOLL

...CRANHAM, GLOS, GL4 8HR

Occupation:

...COMPANY DIRECTOR

EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED
acting by *David John*

Gladman a director



.....
Director

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

Tom Johnson

Name TOM JOHNSON

Gladman Legal Department
Gladman House Alexandria Way
Congleton Cheshire CW12 1LB

SOLICITOR

THE COMMON SEAL of THE)

RYEDALE DISTRICT COUNCIL)

was hereunto affixed and is)

authenticated by)



Council Solicitor

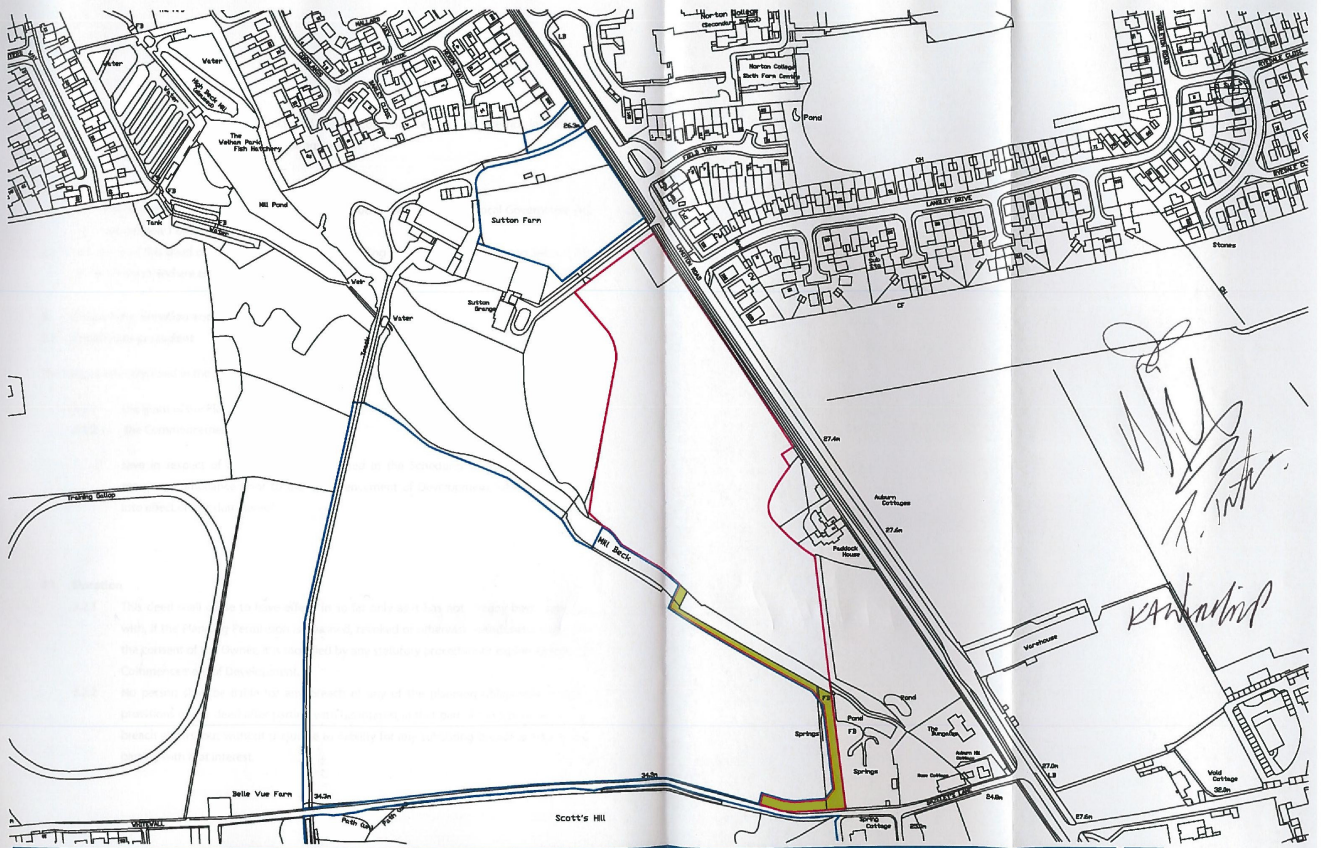


Minute *934/02*

Reg No. *6917*

Initials *BS*

22



Gladman Developments Ltd
Langton Road
Norton

LOCATION PLAN - SITE B

1:2500 @ A3
June 2016
G283-L-01A G

Prepared by:
 Checked by:
 Approved by:
 Date: 01.06.16
 Scale: 1:2500
 Project No: G283-L-01A
 Drawing No: G283-L-01A-G
 Drawing Title: LOCATION PLAN - SITE B
 Drawing Date: 01.06.16