

DATED

2020

THE EAST RIDING OF YORKSHIRE COUNCIL

- and -

RENEWABLE LAND RESOURCES DEVELOPMENTS II LIMITED

AGREEMENT

under Section 106 of the Town and Country
Planning Act 1990 (as amended)

in respect of
Land to the south west of The Marshes Medical Centre,
Butt Lane, Snaith DN14 9QU
in the East Riding of Yorkshire

Application Reference: 18/03559/PLF
(GP/78748)

I. IN this Agreement the following words and expressions shall have the following meanings

“the Act” means the Town and Country Planning Act 1990 as amended;

“the Affordable Housing” means Dwellings to be built on the Land and provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it) to be erected on the Agency Land;

“the Affordable Housing Contribution” means the sum of four hundred and forty thousand seven hundred and sixty one pounds (£440,761.00) payable in accordance with the provisions of paragraph 2.9 of the First Schedule to this Deed to the Council in lieu of the transfer of the Agency Land to an Agency or Agencies;

“Affordable Housing Units” means (9) Dwellings consisting of (7) Affordable Rented Dwellings or Social Rented Dwellings and (2) Intermediate Dwellings to be built on the Land and reference to **"Affordable Housing Unit"** shall be construed accordingly;

“Affordable Rent” means an affordable rent that is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable), as defined in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements

NOTES

ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE BUILDING REGULATIONS AND THE REQUIREMENTS OF THE LOCAL AUTHORITY.



Ordnance Survey, © Crown Copyright, 2018. All rights reserved. Licence number 100022432



NOTE
THIS SITE PLAN LAYOUT IS SUBJECT TO AN ACCURATE MEASURED AND LEVELLED SURVEY. THE CLIENT ACCEPTS RESPONSIBILITY FOR THE ACCURACY OF SITE BOUNDARIES, EASEMENTS, RESTRICTIVE COVENANTS, ETC. CONSULTATION WITH THE LOCAL AUTHORITY, DESIGN TEAM, PUBLIC UTILITIES, ETC.

A RESCALED ONTO SMALLER SHEET TO SUIT PLANNER COMMENTS. BC JT 02.11.18

REV DESCRIPTION BY CHD DATE



3RD FLOOR, 84-86 PAUL STREET
LEEDS, LS1 2PW
T: 0113 233 7755
W: www.arccoc.co.uk

CLIENT MIDLAND CONSTRUCTION SERVICES LTD

PROJECT BUTT LANE, SNAITH

TITLE LOCATION PLAN

DRAWING NO.	1558-100	REVISION	5
SCALE	1:2500 @ A4	DATE	05.09.18
DRAWN BY	BC	CHECKED BY	JC

PURPOSE OF ISSUE

- PLANNING
- BUILDING REGS
- TENDER
- COMMENT
- INFORMATION
- CONSTRUCTION

THE DRAWING'S COPYRIGHT AND THE INTELLECTUAL PROPERTY OF LOGOS ARCHITECTS LIMITED. THIS DRAWING MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORITY. NO DIMENSIONS TO BE SCALED FROM THIS DRAWING. ALL DIMENSIONS TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORKS AND ANY DISCREPANCIES REPORTED TO THE ARCHITECT/ENGINEER/CONTRACTOR.

it);

“Affordable Rented Dwelling or Social Rented Dwellings”

means:

(7) of the Affordable Housing Units consisting of:

- a) (4) no. 1 bedroom units (house type J of 544 sq. ft. each) to be provided on plots (40, 41, 42 & 43); and
- b) (2) no. 2 bedroom units (house type A of 836 sq. ft. each) to be provided on plots (2 & 3); and
- c) (3) no. 3 bedroom unit (house type B of 970 sq. ft. each) to be provided on plots (33, 34 & 35)

(or in each case in such other locations that may be agreed in writing between the Council and the Developer from time to time) to be constructed in accordance with the Planning Permission and made available at an Affordable Rent or Social Rent;

“Agency”

means a Housing Association or such other appropriate organisation as may have been approved in writing by the Council;

“the Agency Land”

means the land on which the Affordable Housing is constructed;

“the Application”

means the application for Planning Permission received by the Council on 11 December 2018 and bearing the reference number 18/03559/PLF or as the same may have been amended prior to the

date hereof;

“Commencement of Development”

means the carrying out of a material operation for the commencement of the Development as defined in section 56(4) of the Act PROVIDED THAT (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, site survey, 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 shall not constitute material operations and **“Commence Development”** shall be construed accordingly;

“the Development”

means the development described in the Application/Planning Permission;

“the Director”

means the Council’s Director of Planning and Economic Regeneration for the time being or his authorised nominee;

“Dwellings”

has the same meaning as in section 275 of the Housing and Regeneration Act 2008;

“the Education Contribution”

means the sum of fifty six thousand four hundred and sixteen pounds (£56,416) to be paid to the Council by the Developer as a contribution towards the provision of additional school places required as a result of the Development;

“Homes England”

means Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);

“Housing Association”

means a Housing Association or registered provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered under the provisions of the Housing and Regeneration Act 2008 or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Developer and approved by the Council and reference to **"Housing Associations"** shall be construed accordingly;

“Intermediate Dwelling(s)”

means a Dwelling or Dwellings for sale or rent provided at a cost above social rent, but below market levels, as defined as Discounted Market Sales Housing and Other Affordable Routes to Home Ownership in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it) and can include shared equity (shared ownership and equity loans) or discounted sale and shall comprise (2) of the Affordable Housing Units consisting of 3 no. 3 bedroom unit (house type B (970 sq. ft. each) to be provided on plots 33 & 34 (or in such other locations that may be agreed in writing between the Council and the Developer from time to time) to be constructed in accordance with the Planning

Permission and to be made available as Intermediate Dwellings (PROVIDED THAT in the event that the Agency is unable to dispose of the Intermediate Dwellings, and if first approved in writing by the Council the Dwellings may be let at an Affordable Rent as Affordable Rented Dwellings to persons in accordance with the Housing Association's policy) and reference to **"Intermediate Dwelling"** shall be construed accordingly;

"the Land"

means the land situate to the south west of The Marshes Medical Centre, Butt Lane, Snaith DN14 9QU and comprised in a transfer dated 1 August 2019 and made between (1) George Barnard Senior and Dorothy Elizabeth Senior and (2) the Developer (formerly comprised in title number YEA79895) being the subject of the Application (and having the benefit of the Planning Permission) and shown for the purposes of identification edged red on the Plan;

"Occupation"

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and reference to **"Occupy"** and **"Occupied"** shall be construed accordingly;

"Offer Period"

means a continuous period of 12 months (or such other period as shall be agreed with the Director

in writing) during which the Developer shall offer to transfer the Agency Land and the Affordable Housing to an Agency or Agencies and which shall commence not earlier than 28 days prior to service of notice in accordance with paragraph 2 of the First Schedule;

“Open Market Dwellings”

means the Dwellings excluding the Affordable Housing Units and reference to **“Open Market Dwelling”** shall be construed accordingly;

“the Plan”

means the plans annexed hereto;

“the Planning Permission”

means the Planning Permission for the Development a draft of which is annexed at the Third Schedule to this Deed;

“Protected Tenant”

shall mean any tenant of any Affordable Housing Unit who:

- a) has exercised the right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in force (or any equivalent contractual right) in respect of any Affordable Housing Unit; or
- b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of any Affordable Housing Unit; or
- c) has staircased out to 100% of the equity pursuant to a shared ownership lease;

“the Recreational Facilities”

means the equipped play area of 122m² and amenity green space of 792m² as shown on the

attached plan;

“the Recreational Facilities Commuted Sum”

means the total sum of £65,569 in lieu of the provision of recreation play area (£4,823.00) and outdoor sports facility (£60,746.00) on the Land.

“the Recreational Facilities Contribution”

means the sum of sixteen thousand six hundred and thirty eight pounds (£16,638) comprising:

- a) the sum of two thousand six hundred and eighty two pounds (£2,682) representing 10 years maintenance contribution for the equipped play area; and
- b) the sum of nine thousand five hundred and four pounds (£9,504.00) representing 10 years maintenance contribution for the amenity green space;
- c) the sum of four thousand four hundred and fifty two pounds (£4,452.00) representing 10 years maintenance for the recreation play area

“Social Rent”

means a social rent as defined in Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it).

2. This Agreement is made in pursuance of the powers set out in Section 106 of the Act and all other powers enabling and is a planning obligation for the purposes of Section 106 of the Act and the Council is the Planning Authority by which the provisions of this Agreement shall be enforceable.
3. **IT IS HEREBY AGREED AND DECLARED** as follows:

- 3.1 Save where the context otherwise requires references to any party in this Agreement shall include their respective successors in title but to the intent that no party shall be liable for any breach of this Agreement occurring after the date on which they shall have parted with their interest in the Land or the part in respect of which such breach occurs.
- 3.2 The covenants and restrictions contained in this Agreement shall come into effect only upon the grant of the Planning Permission This Agreement is a local land charge and shall be registered as such.
- 3.3 Nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Authority and its rights powers duties and obligations under all public and private statutes bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 3.4 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 3.5 Covenants made hereunder if made by more than one person are made jointly and severally.
- 3.6 No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Developer.
- 3.7 The Developer shall pay to the Council on demand the sum of £1,000 as a contribution towards the Council's legal costs incurred in connection with the preparation and completion of this Agreement.

- 3.8 Any Notice or other information required or authorised by this Agreement to be given by any party may be given by hand or sent by first class pre-paid post and if sent by post shall be deemed to be served two days after being sent unless returned to the sender as undelivered mail by the Post Office.
- 3.9 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and unless specifically provided no person other than the parties to this Agreement or their successors in title shall have any benefit or any right to enforce any term of this Agreement.
4. The Developer (as the owner of the Land) covenants with the Council so as to bind the Land and each and every part thereof to observe and perform the covenants set out in the First Schedule hereto.
5. The Council agrees to accept the Developer's covenants set out in the First Schedule hereto and hereby covenants with the Developer to observe and perform the covenants on its behalf contained in the Second Schedule hereto.
6. Any dispute arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Law Society and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.
7. In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

IN WITNESS whereof the parties have executed these presents as a Deed the day and year first before written.

FIRST SCHEDULE

Covenants by the Developer

1. Commencement of the Development

- 1.1 The Developer shall give to the Council no less than seven days notification in writing prior to the Commencement of Development

2. The Affordable Housing

- 2.1 The Developer shall, not later than three years after the Commencement of Development, construct the Affordable Housing, together with all associated roads, footpaths, parking spaces and services, in a good and workmanlike manner, with good quality materials, in accordance with the Planning Permission and to the relevant standards laid down by the National House-Building Council, so as to secure the National House-Building Council's Buildmark cover (or any equivalent cover that may be introduced in substitution for the current Buildmark scheme).
- 2.2 At any time, not later than three years after the Commencement of Development, the Developer shall notify the Council in writing of the commencement of the Offer Period.
- 2.3 On commencement of the Offer Period, the Developer shall offer to transfer the Agency Land and the Affordable Housing to an Agency or Agencies upon the following terms:
- 2.3.1 for a consideration which would be equivalent to the price a Registered Provider would pay for the Affordable Housing without having resort to a grant (whether from Homes England or otherwise) at the time of the then anticipated exchange of contracts between the Developer and the relevant Agency;

- 2.3.2. the Agency Land shall be offered with full title guarantee and vacant possession, free from any mortgage, charge or other like third-party interest.
- 2.4 In the making of the offer or offers referred to above, and in deciding to which Agency or Agencies to offer the Affordable Housing (and in deciding whether to offer to one or more Agency) the Developer will adhere to the following principles continuously and throughout the Offer Period, namely, the Developer will:
 - 2.4.1. use reasonable endeavours to secure an acceptance of the offer from an Agency or Agencies for the purchase of the Affordable Housing and Agency Land and will do so in writing and in a proper and professional manner; and
 - 2.4.2. pursue actively using reasonable endeavours the acceptance of any such offers received towards completion of the best offer in all the circumstances of the sale of the Affordable Housing and Agency Land to the Agency or Agencies; and
 - 2.4.3. throughout negotiate reasonably and thence reasonably agree any terms reasonably required by the Agency in the sale and purchase; and
 - 2.4.4. reasonably notify (and keep notifying) in writing the Council of the steps it has taken in offering the Affordable Housing and the Agency Land to the Agency or Agencies and report reasonably promptly any offers received (giving full and proper details and particulars thereof) and any terms which the Agency requires.
- 2.5 The obligations upon the Developer set out in paragraphs 2.3 to 2.4 above are suspended whilst and in the event of an offer being accepted subject to contract and subject to compliance with the following provisions:

- 2.5.1. the submission of a draft contract and evidence of title to the solicitors acting on behalf of the Agency or Agencies within 28 days following acceptance of the Developer's offer;
 - 2.5.2. the exchange of contracts within 84 days following acceptance of the Developer's offer;
 - 2.5.3. the completion by the transfer Affordable Housing Units to the Agency or Agencies within 28 days after completion of the relevant Affordable Housing Unit.
- 2.6 In the event of non-compliance with the provisions of paragraph 2.5 the Developer's obligations contained in paragraphs 2.3 to 2.5 above shall cease to be suspended and shall be repeated as often as necessary during the remainder of the Offer Period.
- 2.7 In the event of completion of the transfer of the Agency Land to the Agency or Agencies the Developer's obligations in respect of Affordable Housing shall cease and shall no longer affect the remainder of the Land.
- 2.8 The transfer of the Agency Land to the Agency or Agencies shall contain the following provisions:
 - 2.8.1. the grant by the Developer to the Agency or Agencies of all rights of access and passage of services, rights of entry and other rights as shall be necessary for the beneficial use and enjoyment of the Affordable Housing.
 - 2.8.2. a restrictive covenant by the Agency or Agencies with the Developer not to use the Agency Land otherwise than for the purposes of Affordable Housing PROVIDED THAT this sub-clause shall not prevent the Agency or Agencies complying with their statutory obligations and PROVIDED FURTHER THAT this covenant shall not bind a Protected Tenant, their

Mortgagee or any successor in title of a Protected Tenant or their Mortgagee;

2.8.3. a covenant by the Agency or Agencies not to:

2.8.3.1. dispose of any Affordable Rented Accommodation constructed on the Agency Land other than by renting by the Agency or Agencies; or

2.8.3.2. to dispose of any Intermediate Dwellings other than by way of a sale or rental as an Intermediate Dwelling by the Agency or Agencies; or

(in either case) by any other arrangement as may be approved in writing by the Director, including the sale by way of shared ownership, shared equity or discounted sale PROVIDED THAT this subclause shall not prevent the Agency or Agencies complying with their statutory obligations and PROVIDED FURTHER THAT this covenant shall not bind a Protected Tenant, a Mortgagee or any successor in title of a Protected Tenant or a Mortgagee

2.8.4. a covenant by the Agency or Agencies to allocate any monies received by the Agency or Agencies where a Mortgagee exercises its power of sale of any Affordable Housing in respect of the Agency Land towards the provision of such other Affordable Housing in the East Riding of Yorkshire.

2.9 In the event that:

2.9.1. no Agency or Agencies shall accept the Developer's offer (made in compliance with the above provisions) within the Offer Period; or

2.9.2. following the expiry of the Offer Period where either:

2.9.2.1. an Agency or Agencies shall have accepted the Developer's offer within the Offer Period but thereafter shall have failed to exchange contracts within 84 days of acceptance of the Developer's offer; or

2.9.2.2. in the event that contracts have been exchanged and the Agency or Agencies fail to complete the purchase of the Affordable Housing thereunder and the contract is rescinded by the Developer where it is entitled under its terms so to do

then the Developer shall be entitled to pay the Affordable Housing Contribution on producing evidence of compliance with the provisions of paragraphs 2.2 to 2.5 in a form approved by the Director in writing (such approval not to be unreasonably withheld or delayed) and following such payment the Developer shall be free to use and dispose of the Agency Land and each and every part of it free from the obligations set out in this paragraph 2 of the First Schedule to this Deed.

2.10 The Developer shall not allow the Occupation of more than: 30 Open Market Dwellings until 9 Affordable Housing Units have been constructed completed and offered for transfer to an Agency or Agencies;

2.11 The Council shall have the right to nominate persons on the disposal of the Affordable Housing Units in the following manner:

2.11.1. 100% on the first disposal;

2.11.2. on subsequent disposals as may be agreed between the Agency and the Council.

3. Transfer of Recreational Facilities

- 3.1 Following the completion of the Recreational Facilities works the Developer shall notify the Council by serving notice in writing upon the Council who shall within 14 days or as soon as reasonably practicable arrange for the inspection of the Recreational Facilities Works and if they shall have been carried out to the satisfaction of the Council the Council shall issue a certificate of completion, such certificate to bear the date of the inspection (“the Completion Date”).
- 3.2 If the Recreational Facilities Works have not been carried out to the satisfaction of the Council then following notification in writing by the Council of any defect in writing the Developer shall rectify the defect specified and invite further inspections by the Council in accordance with the procedures set out in Paragraph 3.1 above such procedures to be repeated as necessary until the Council issues a certificate of completion of the Recreational Facilities Works.
- 3.3 The Developer shall maintain and keep maintained the Recreational Facilities to the satisfaction of the Council for a period of twelve months from the Completion Date after which period the Council shall carry out a final inspection of the Recreational Facilities Works and if it shall have been properly maintained to the satisfaction of the Council the Council will issue a final certificate to that effect (“the Final Certificate”).
- 3.4 Upon receipt of a written request from the Council the Developer shall complete the transfer to the Council for the consideration of One Pound (£1) the freehold of the land on which the Recreational Facilities are situated with full title guarantee and vacant possession free from any mortgage or charge or other third party interest subject to an obligation on the part of the Council restricting the use of the Recreational Facilities for the benefit of the public each party to bear their own costs in such transfer.

3.5 The Developer hereby declares that pursuant to Section 31(6) Highways Act 1980 that the land upon which the Recreational Facilities are to be constructed has not been dedicated to the public nor is any use by the public of any part of the Recreational Facilities to be taken in any way as an intention by the Developer to dedicate the same as highway.

3.6 The Developer will procure that public access is allowed to the Recreational Facilities Works but subject to the following provisions:

3.6.1. access shall be subject to such other requirements and regulations as may from time to time be imposed by the Developer having regard to overriding reasons of safety, security and prudent building management PROVIDED THAT such requirements and regulations shall not be imposed without the Council's prior written approval;

3.6.2. the Developer erect notices on the Recreational Facilities and access to them will be denied by the Developer or one day each year in order to prevent public rights of way or common rights coming into being; and

3.6.3. access may be denied by the Developer for and during the maintenance, repair cleansing or renewal of the Recreational Facilities or for and during the construction of any building or land abutting it subject (in the case of the former) to the Council's prior approval.

3.7 The Developer may close the Recreational Facilities or any part thereof for reasonable periods by reason of:

3.7.1. emergency

3.7.2. cleansing, maintenance and repair

3.7.3. at the direction of the emergency services or other lawful authority; and/or

3.7.4. construction activities whilst the proposed development is being built.

3.8 If a fenced play area is to be provided as part of the Recreational Facilities works the Owner shall pay the sum of £500 to the Council for the making of a Public Spaces Protection Order pursuant to section 59 of the Anti-Social Behaviour Crime and Policing Act 2014 or any statutory modification or re-enactment for the time being in force.

4. Recreational Facilities Contribution

4.1 The Developer shall pay to the Council the Recreational Facilities Contribution prior to the Occupation of 21 Open Market Dwellings.

5. Education Contribution

5.1 The Developer shall pay to the Council the Education Contribution prior to the Occupation of 21 Open Market Dwellings.

SECOND SCHEDULE

Covenants by the Council

I. The Affordable Housing Contribution

- I.1 To pay the Affordable Housing Contribution (where received) into the Council's interest earning Bank Account.
- I.2 To expend the Affordable Housing Contribution (where received) and the interest accruing thereon as Local Housing Authority for the provision and enabling of housing accommodation pursuant to the Housing Act 1985 the Housing Act 1988 the Housing Act 1989 (or as any of the same may be subsequently amended) and all other enabling powers the nature of such payments being within the absolute discretion of the Council.
- I.3 To repay to the Developer such sum or sums remaining from the Affordable Housing Contribution as have not been expended within ten (10) years of the date of receipt by the Council.

2. The Recreational Facilities Contribution and Recreational Facilities Commuted sum

- 2.1 To pay the Recreational Facilities Contribution when received into the Council's interest earning Bank Account.
- 2.2 The Council shall expend the Recreational Facilities Contribution and the interest accruing thereon for the provision of the Recreational Facilities or for the purchase of land for the provision of the Recreational Facilities the nature of such payments being within the absolute discretion of the Council.
- 2.3 The Council shall repay to the Developer on request such sum or sums remaining from the Recreational Facilities Contribution and Recreational Facilities Commuted sum as have not been expended

within ten (10) years of the date of receipt by the Council or ten (10) years from commencement of maintenance of the Recreational Facilities whichever is the later.

3. Education Contribution

- 3.1 To pay the Education Contribution into the Council's interest earning bank account.
- 3.2 The Council shall expend the Education Contribution and the interest accruing thereon towards the purposes of additional classrooms or other additional education facilities.
- 3.3 The Council shall repay to the Developer on request such sum or sums remaining from the Education Contribution as have not been expended within ten (10) years of the date of receipt by the Council.

THIRD SCHEDULE

Restrictions on Land

1. No more than 21 dwellings shall be occupied until payment has been made to the Council of the Recreational Facilities Contribution
2. No more than 21 Open Market dwellings shall be occupied until the Public Open Space has been completed and a completion certificate issued by the Council
3. No more than 21 Open Market dwellings shall be occupied until payment has been made to the Council of the Education Contribution.
3. No more than 21 Open Market dwellings shall be occupied until payment has been made to the Council for the Recreational Facilities Commuted Sum.
3. No more than 30 Open Market Dwellings shall be Occupied on the Land until either:
 - (a) the Developer shall have transferred the Agency Land (and the Affordable Housing Units to an Agency or Agencies in accordance with Paragraphs 2.5 and 2.8 of the First Schedule hereto;
 - or
 - (b) the Developer shall have paid the Affordable Housing Contribution to the Council in accordance with Paragraph 2.5 of the First Schedule hereto
4. Subject to the provisions of paragraphs 2.9 of the First Schedule the Affordable Housing Units shall not be used other than by renting by an Agency or Agencies or by any other arrangement as may be approved in writing by the Director including sale by way of shared ownership, shared equity, discounted sale, sub market/intermediate_rent, rent to buy, or any other sub market/intermediate type/model that meets the definition set out in the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it) to the intent that all Affordable Housing Units to be

constructed on the Property shall be used for the purposes of providing housing to persons in need of Affordable Housing PROVIDED THAT this restriction shall not bind a Mortgagee or any successor in title of a Mortgagee.

**THE COMMON SEAL of THE EAST
RIDING OF YORKSHIRE COUNCIL was**

hereunto affixed in the presence of:

Authorised Signatory:

**EXECUTED as a DEED by RENEWABLE
LAND RESOURCES DEVELOPMENTS II
LIMITED acting by a director in the**

presence of:



Name:

Kim Hawker

Address:

115p Olympic Avenue, Milton

Occupation:

General Counsel



Director