

DATED 26 January 2015

- (1) SHROPSHIRE COUNCIL
  
- (2) ANTHONY and HELEN MARGARET LIGHTFOOT

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**DEED of DISCHARGE UNDER SECTION 106 TOWN AND COUNTRY PLANNING ACT  
1990 OF PLANNING OBLIGATION DATED 3 SEPTEMBER 2007**

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Relating to  
Land at Pipegate, Woore, Market Drayton, Shropshire TF9 4HX

THIS DEED is made on the

26<sup>th</sup> day of January

2015

**BETWEEN:**

- (1) **SHROPSHIRE COUNCIL** of Shirehall, Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND ("**the Council**"); and
- (2) **ANTHONY LIGHTFOOT** and **HELEN LIGHTFOOT** both of East View, 22A Pipe Gate, Market Drayton, Shropshire TF9 4HX ("**the Owner**")

**BACKGROUND**

- (A) For the purposes of the 1990 Act, the Council is the successor authority to North Shropshire District Council and is now the local planning authority for the administrative area within which the Land is located and the person who is entitled to enforce the obligations contained in this Deed.
- (B) The Owner is the registered proprietor with title absolute of the whole of the Land.
- (C) Outline planning permission reference (the Planning Permission) for the redevelopment of former rubber works for the erection of 26 dwellings, construction of new estate roads and pedestrian access (the Development) was granted by North Shropshire District Council following completion of a related section 106 Town and Country Planning Act planning agreement (the Planning Agreement).
- (D) The Planning Permission expired before being implemented and the Council accepts that the Planning Agreement no longer serves a useful purpose and should be discharged by agreement.
- (E) The parties have agreed to enter into this Deed with the intention that the Owner nor its successors in title should continue to be bound by the obligations contained within the Planning Agreement from the date hereof.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

- 1.1. In this Deed, the following words and expressions have the following meanings:

- a. **"the Planning Agreement"** means the agreement dated 3 September 2007, completed pursuant to Section 106 of the Town and Country Planning Act 1990 as amended, a copy of which is annexed to this Deed at Schedule 1;
- b. **"the Plan"** means the plan annexed to this Deed at Schedule 2;
- c. **"the Planning Permission"** means the planning permission reference N/06/25/WO/39 OUTLINE dated 3 September 2007.
- d. **"the Land"** means land at Pipe Gate, Woore, Market Drayton, Shropshire TF9 4HX registered at HM Land Registry under title number SL147821 and shown for identification purposes edged in red on the Plan.

1.2 In this Deed:

- 1.2.1 the heading of a clause does not affect its interpretation;
- 1.2.2 references to the Land include any part of it;
- 1.2.3 references to any party in this Deed include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act; the 1971 Act or any council exercising powers under the Local Government Act 1972 or the Local Government Act 2000.
- 1.2.4 "including" means "including, without limitation";
- 1.3 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**2. EFFECT OF THIS DEED**

- 2.1. This Deed is entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000 and section 1 Localism Act 2011 and all other enabling powers.
- 2.2. With effect from the date of this Deed the Planning Agreement shall cease to bind the Land and the Planning Agreement shall be deemed to be discharged.

**3. COMMENCEMENT**

The provisions of this Deed shall have immediate effect upon the completion of the Deed.

**4. OBLIGATIONS OF THE PARTIES**

The Council agrees with the Owner as soon as reasonably practicable on or after the date of this Deed:-

- 4.1 to amend, vacate or cancel the entry made in the Local Land Charges register in relation to the Agreement to record the fact that it has come to an end and no longer affects the Land; and
- 4.2 not to seek to enforce against the Owner or its successors in title to the Land, or any part of it, any provision contained within the Planning Agreement.

**The parties have executed this document as a Deed and it is delivered on the date aforementioned.**

**SCHEDULE 1**  
**The Planning Agreement**

Dated 3rd September 2007

**NORTH SHROPSHIRE DISTRICT COUNCIL (1)  
PHOENIX RUBBER LIMITED**

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**PLANNING OBLIGATION**

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**Relating to Land at  
Pipe Gate  
Woore,  
Market Drayton  
Shropshire**

Chief Solicitor  
North Shropshire District Council  
Edinburgh House  
New Street  
Wem SY4 5DB  
Ref LH



THIS DEED is made the *Third* day of *September*  
Two Thousand and Seven B E T W E E N THE NORTH SHROPSHIRE DISTRICT  
COUNCIL of Edinburgh House New Street Wem Shropshire SY4 5DB ("the  
Council") of the one part and PHOENIX RUBBER LIMITED (Company Registration  
No. 377912) whose Registered Office is situate at Unit 13-15 Maple Park Essex  
Road Hoddesdon Hertfordshire EN11 OEX ("the Owner") of the other part

WHEREAS:-

- (1) The Council is the local planning authority for the purposes of the Town and  
Country Planning Act 1990 for the area within which the property hereinafter  
described is situated and by whom this Deed is enforceable
- (2) The Owner is the registered proprietor with absolute title of land situate at  
Pipe Gate Woore Near Market Drayton, Shropshire which is registered at the  
Land Registry under Title Number SL147821 ("the Land") shown edged red  
for identification purposes only on the plan annexed ("the Plan")
- (3) "The Planning Obligation" means the covenants on the part of the Owner set  
out in Parts I, II and III of the Schedule hereto

NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is made in pursuance of Section 106 of The Town and Country  
Planning Act 1990 as amended by Section 12 of the Planning and  
Compensation Act 1991 and the Planning Obligation is a planning obligation  
for the purposes of that section
2. THE Owner hereby covenants with the Council in the terms set out in Parts I,  
II and III of the Schedule so as to bind each and every part of the Land

3. THE Planning Obligation shall take effect only upon the issue of planning consent by the Council in the form of the draft annexed hereto [reference number N/06/25/WO/39 Outline] ("the Planning Consent") and the Council hereby undertakes to issue the Planning Consent within seven days of the date of this Deed

4. NO person shall be liable for a breach of a covenant contained in this Deed after he shall have parted with all interest in the land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest PROVIDED that person has furnished the Council in writing with the name and address of any person acquiring the interest from him within fourteen days of such disposal except in the case of individual disposals of single Dwellings to persons for residential purposes or disposals to statutory undertakers in which case no notice shall be required

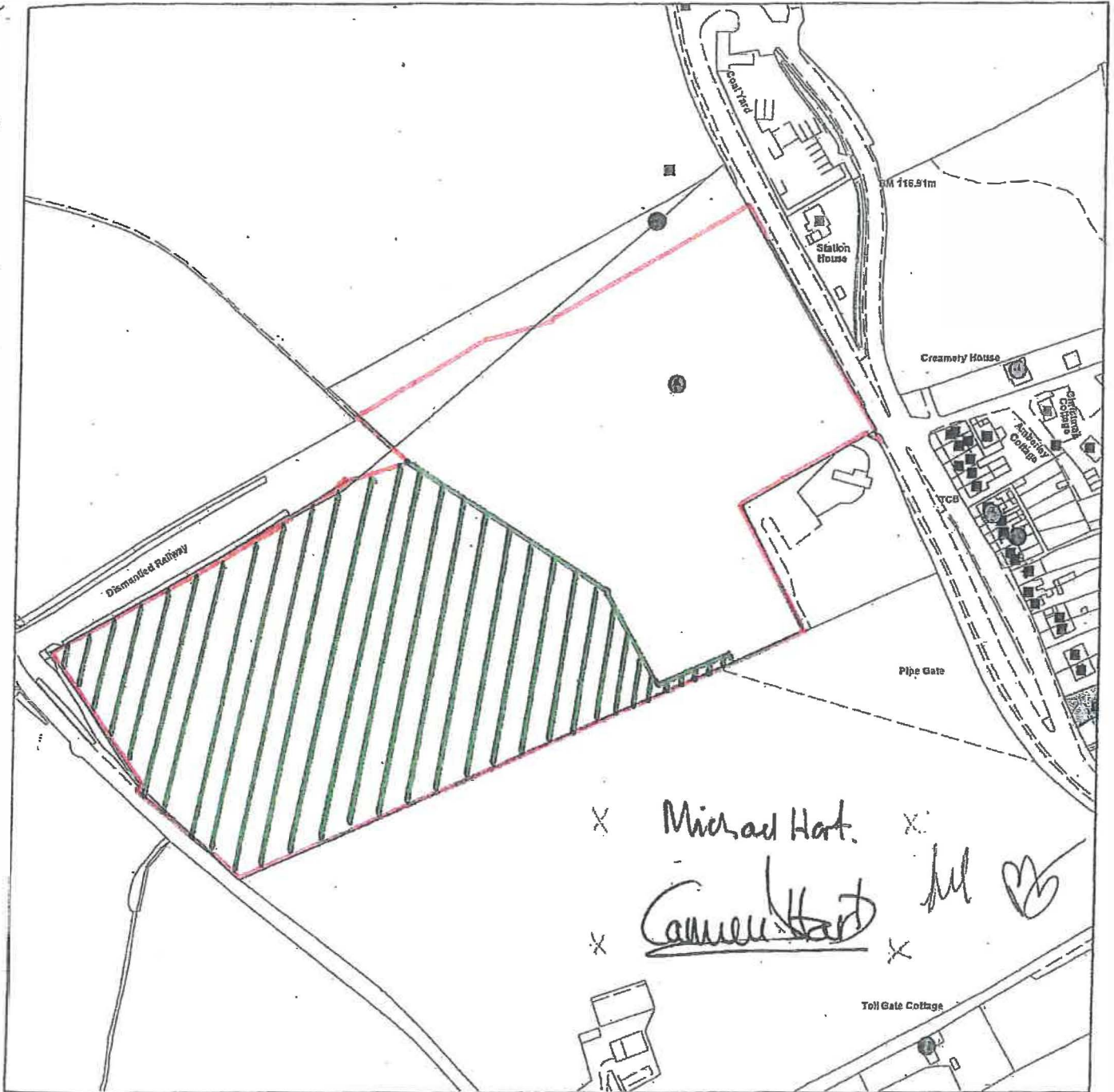
5. WHERE under this Deed any notice approval consent certificate direction authority agreement action or expression of satisfaction is required to be given or reached by any party or any responses requested any such notice approval consent certificate direction authority agreement action or expression of satisfaction shall not be unreasonable or be unreasonably withheld or delayed

6. THE Owner hereby agrees to pay the Council's reasonable legal costs in connection with the preparation and execution of this deed.

7. THE expression "the Council" and the "the Owner" shall include their respective successors in title and assigns and where there are two or more persons included in the expression "the Owner" covenants expressed to be

# Pheonix Rubber Works, Pipe Gate

## North Shropshire District Council Planning Obligation



Scale : 1:2500

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Organisation	Not Set
Department	Not Set
Comments	
Date	17 May 2006
SLA Number	Not Set





## NORTH SHROPSHIRE DISTRICT COUNCIL

Edinburgh House, New Street, Wem, Shrewsbury, Shropshire, SY4 6DB  
Telephone: Main Switchboard (01939) 232771 DX: 27386 WEM  
Email: enquiries@northshropshiredc.gov.uk  
www.northshropshiredc.gov.uk

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Barton Willmore Planning  
Beansheaf Farmhouse  
Bourne Close  
Calcot  
Reading  
Berks, RG31 7BW

### DETERMINATION OF APPLICATION FOR OUTLINE PLANNING PERMISSION

Town and Country Planning Act 1990  
Town and Country Planning (General Permitted Development) Order 1995  
Town and Country Planning (General Development Procedure) Order 1995

**Location:** Phoenix Rubber Ltd Pipe Gate Market Drayton Shropshire  
**Proposal:** Redevelopment of former rubber works for the erection of 25 dwellings, construction of new estate roads and pedestrian access  
**Application No.:** N/06/25/WO/39 OUTLINE  
**Date Received:** 11th January 2006  
**Applicant:** Phoenix Rubber

The North Shropshire District Council hereby **GRANT OUTLINE PLANNING PERMISSION** subject to the conditions and reasons listed below. Please note that the conditions must be met otherwise legal action may be taken to prevent the development from proceeding.

#### CONDITIONS

1. The development hereby permitted shall be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: This condition is required to be imposed by Section 92 of the Town and Country Planning Act, 1990.

2. The approval of the Local Planning Authority shall be obtained in writing with respect to the following "reserved matters" before any development is commenced.
  - The siting of the buildings
  - The design of the buildings
  - The external appearance of the buildings
  - The means of access to the buildings
  - The landscaping of the site





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Reason: The application is an outline application under the provisions of Article 1(2) of the Town and Country Planning General Development (Procedure) Order 1995 and no particulars have been submitted with respect to the matters reserved in this permission.

3. No development shall take place until samples of types and colours of all external materials, including hard surfacing have been submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approval details.

Reason: To ensure that the external appearance of the development is satisfactory.

4. The samples required by the above condition shall include the erection of a sample panel of brickwork, including mortar, of at least 1 metre square, on site for the approval of the Local Planning Authority.

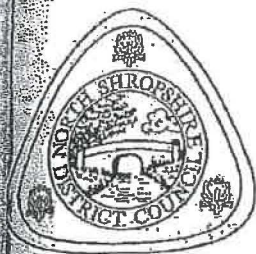
Reason: To ensure that the external appearance of the development is satisfactory.

5. No development shall take place until detailed plans and sections of the proposed windows and doors at a scale of 1:20 together with details of proposed finishes have been submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To protect and enhance the appearance of the building and the area.

6. No development shall take place until full details of both hard and soft landscape proposals for land within both the red and blue lines have been submitted to and approved by the Local Planning Authority and these works shall be carried out as approved. These details shall include:
  - Existing and proposed finished levels or contours
  - Means of enclosure
  - Car parking layouts
  - Other vehicle and pedestrian access and circulation areas
  - Hard surfacing materials
  - Minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting)
  - Proposed and existing functional services above and below ground (e.g. drainage, power, communication cables, pipelines etc. indicating lines, manholes, supports, etc)
  - Planting plans
  - Written specifications (including cultivation and other operations associated with plant and grass establishment)
  - Schedules of plants, noting species, planting sizes and proposed numbers/densities where appropriate
  - Implementation timetables





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Reason: To ensure the provision of amenity afforded by appropriate landscape design.

7. A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, other than small, privately owned, domestic gardens, shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development or any phase of the development; whichever is the sooner, for its permitted use. The landscape management plan shall be carried out as approved unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that due regard is paid to the continuing enhancement and maintenance of amenity afforded by landscape features of communal public, nature conservation or historical significance:

8. No development shall take place until details of the means of access, including the layout, construction and sightlines, have been submitted to and approved by the Local Planning Authority. The agreed details shall be fully implemented before the use hereby approved is commenced or the building(s) occupied.

Reason: To ensure a satisfactory means of access to the highway.

9. No development shall take place until details of the design and construction of any new roads, footways, accesses together with details of the disposal of surface water have been submitted to, and approved by the Local Planning Authority. The agreed details shall be fully implemented before the use hereby approved is commenced or the buildings occupied.

Reason: To ensure a satisfactory access to the site.

10. No development shall take place until details of measures to be taken to prevent mud from vehicles leaving the site during the construction works being deposited on the public highway, have been submitted to and approved by the Local Planning Authority in writing and fully implemented. Such measures shall be retained for the duration of the construction period.

Reason: In the interests of highway safety.

11. No development shall take place until an investigation of the site has been undertaken to quantify the type, extent and concentration of any soil contamination which may exist. The investigation shall be undertaken in accordance with a brief which shall first be agreed in writing with the Local Planning Authority. The results of the investigation shall be provided to the Local Planning Authority and shall include recommendations for a scheme of remediation and foundation design, protection and implementation. The approved scheme shall be implemented in full and written evidence to confirm completion of the work provided to the Local Planning Authority.





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Reason: To ensure that the site is fully remediated before development takes place and that any buildings are suitably protected.

12. No development shall take place until a scheme of foul drainage, and surface water drainage including water flows to and from the adjacent highway and the incorporation of SUDS techniques, has been submitted to, and approved by the Local Planning Authority. The approved scheme shall be completed before the development is occupied.

Reason: To ensure satisfactory drainage of the site and to avoid flooding.

13. The development shall be carried out strictly in accordance with the deposited location plan drawing 017 received 11th January 2006 and amended plan and design principles received 7th April 2006 by the Local Planning Authority.

Reason: For the avoidance of doubt and to ensure that the development is carried out in accordance with the approved plans and details.

14. At the junction of the main estate road/ access with the adjoining highway visibility splays in both directions along the adjoining highway shall be provided as follows:  
(a) A point 4.5 metres along the centre line of the main estate road/access measured from the continuation of the nearer edge of the adjoining highway carriageway.  
(b) Points 120 metres along the nearer edge of the adjoining highway carriageway measured from the intersection of the centre line of the main estate road/access.  
(c) A straight line joining the above points.

Reason: To provide a satisfactory measure of visibility from the main estate road/ access in both directions along the adjoining highway.

15. Notwithstanding the provisions of the Town and Country (General Permitted Development) Order 1995 or any order revoking and re-erecting that Order with or without modification, no hedges, fences, growths or other structures shall be planted or erected within the visibility splays specified in condition 15 above.

Reason: To maintain a satisfactory measure of visibility from the road junction/ access in the interests of highway safety.

### REASONS FOR APPROVAL:

The proposal is acceptable in principle and responds positively to context and form of development in Pipegate. The proposal retains the public footpath through the site and provides play space, recreation land and on-site affordable housing. Accordingly the proposal complies with policies G1, D1, H4, H12 and F4 of the North Shropshire Local Plan.





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### INFORMATIVES:

1. The land and premises referred to in this planning permission are the subject of an Agreement under Section 106 of the Town and Country Planning Act 1990.
2. The property is situated within an area that may be affected by former uses, which could have given rise to contamination. As a consequence, all excavations should be undertaken with care. Anything uncovered that may be contaminated should be reported immediately to the Local Planning Authority.
3. It is recommended that the applicant investigate ways of incorporating techniques of 'Sustainable Urban Drainage' into this development. These will help to minimise the impact of the development with features such as porous parking, detention ponds, grass swales and infiltration trenches. This will maintain the recharge of groundwater resources, reduce large fluctuations in river flows during rainfall and stop pollutants from road runoff from entering watercourses. Further information can be obtained from the Environment Agency.
4. The applicant is reminded that temporary closure approval for the public right of way shall be obtained prior to development being commenced. The commencement of development prior to such confirmation would be likely to lead to legal complications and/or possible infringement of existing public rights and thus conflict with other legislation.
5. The proposed development involves the demolition of existing buildings, care should be taken, prior and during the development, to identify any protected species on site and notice given to the appropriate body under current legislation.

On behalf of North Shropshire District Council  
N/06/25/WO/39 OUTLINE  
Date of Decision:





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### NOTES

#### **Appeals to the Secretary of State**

If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then the applicant can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.

An appeal must be made within six months of the date of this notice, using a form from the Planning Inspectorate at Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based their decision on a direction given by him.

#### **Purchase Notices**

If either the Local Planning Authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the District Council requiring the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.



made by the Owner shall be deemed to be made by such persons jointly and severally

8. THE Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person not a party to it other than a successor in title to a party to it

9. THE obligations in this Agreement will not be enforceable against a Statutory Undertaker of the statutory apparatus and any land upon which the statutory apparatus is situated

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

#### SCHEDULE

(The Planning Obligation)

In Parts I and II of this Schedule the following words have the following meanings :-

"the Development"	the development permitted pursuant to the Planning Permission
"the Green Hatched Land"	the land shown hatched green on the Plan
"Implementation"	the carrying out of a material operation within the means of Section 56 of the Act save that for the purposes of this Deed none of the following shall constitute a material operation : (a) site preparation works limited to demolition site clearance ground investigation or site survey work and works consisting of decontamination and remediation; (b) construction of temporary accesses;

(c) archaeological investigations;

(d) site investigation works;

"Local Amenity Area"

means the Green hatched land

## PART I

### Covenant in respect of contribution towards improvement of footpath

1. The Owner covenants with the Council prior to permitting the occupation of the Twentieth (20th) Dwelling (or any Dwelling subsequent to the Twentieth (20th) Dwelling) to be erected on the Land pursuant to the Planning Consent or within two years of the Implementation of the Planning Consent (whichever occurs first) to pay to the Council the sum of £25,000 (Twenty Five Thousand Pounds) as a contribution towards improvements to the public footpath from Pipe Gate to Woore Market Drayton Shropshire
  
2. If the Council shall for whatever reason fail to apply the contribution referred to in paragraph 1 of Part 1 of the Schedule to the activities and measures mentioned therein within 5 years from the Implementation of the Planning Consent then any unexpended part of the said sum of £25,000 shall be repaid to the Owner together with such sum as would represent the interest accrued on the unexpended part of the said sum of £25,000 as if the same had been deposited in an account bearing interest at the base-rate for the time being of Nat West Bank plc. Any such repayment shall be made to the person who made the said payment of £25,000 within one month of the fifth anniversary of the date of Implementation of the Planning Consent



## PART II

### The Open Spaces and Play Areas

1. In this part of the Schedule "Recreation Scheme" means the details of a scheme to provide a Local Amenity Area and play area including the details listed in paragraph 3 of this Part of the Schedule and which shall be submitted by the Owner to the Council for its approval prior to implementation of the Planning Consent and undertaken in accordance with this Part II of the Schedule
2. The Owner covenants with the Council
  - 2.1 to provide a Local Amenity Area on the green hatched Land and
  - 2.2 to provide on the Land at least 15 square metres of play area per family Dwelling erected pursuant to the Planning Consent in a location to be designated by the Owner
  - 2.3 not to use or allow or permit to be used any part of the Land designated as a Local Amenity Area or play area in any approval of any reserved matters application pursuant to the Planning Consent and laid out as such except as a Local Amenity Area or play area respectively
  - 2.4 to maintain the Local Amenity Area and play area provided pursuant to the Planning Consent together with all equipment and fencing thereof in a safe tidy and clean state and to keep planted areas (within such Local Amenity Area or play area) properly cultivated and mown as appropriate to the satisfaction of the Council until such time as such areas are adopted by the Wootton Parish Council or some other local authority as maintainable at the public expense or transferred to a Management Company, and to keep such areas available for their intended use

- 2.5 to lay out, construct and equip the Play Area to the satisfaction of the Council and to lay out and construct the Local Amenity Area in accordance with the Recreation Scheme following the occupation of all of the Dwellings to be erected on the Land pursuant to the Planning Consent
3. A Recreation Scheme shall include the following details :
- 3.1 the design siting and layout of the Play Area including as a minimum:-
- 3.1.2 safety surfacing in accordance with current British Standards (or equivalent European Standards)
  - 3.1.3 dog proof fencing with an integral self-closing gate
  - 3.1.4 seating
  - 3.1.5 details of play equipment which shall conform to current British Standards (or equivalent European Standards)
  - 3.1.6 details of at least one 100 metre square Local Area of Play with at least one piece of play equipment
- 3.2 the design of the Local Amenity Area including as a minimum
- 3.2.1 any footpaths
  - 3.2.2 boundary treatment
  - 3.2.3 landscaping
  - 3.2.4 seating
- 3.3 adequate provision for litter bins and lighting and security
- 3.4 proposals for the management and maintenance of the Play Area and Local Amenity Area pending adoption by a local authority or transfer to a Management Company

### PART III

#### Covenants in respect of Affordable Housing

1. In Part III of this Schedule the following words have the following meanings :-
  - 1.1 "Affordable Dwelling" means any Dwelling constructed pursuant to the Planning Consent which is provided to meet the needs of local people in need of affordable accommodation under a Shared Ownership scheme
  - 1.2 "Dwellings" means the dwellings forming the Development to be used for residential purposes (and Dwellings shall have a corresponding meaning)
  - 1.3 "Affordable Housing Scheme" means the details of a scheme to provide Affordable Dwellings including the details listed in paragraph 3 of this Part III of the Schedule
  - 1.4 "The Policy" means a Selection and Allocations Policy which evaluates the housing need of an applicant for affordable housing as well as assessing their financial ability to find accommodation in the open market which Policy shall be approved in writing by the Council (such agreement not be unreasonably withheld or delayed)
  - 1.5 "The Criteria" means the criteria set out in paragraph 4 of this Part III of the Schedule

1.6 "the Development" means development permitted pursuant to the Planning Consent

1.7 'Shared Ownership' means the disposal of an Affordable Dwelling whereby a purchaser purchases an equity share based on a percentage of the Open Market Value in a Dwelling and pays a rent proportionate to the value of the interest they have not purchased and has the right to occupy such Dwelling and the right to acquire additional equity shares of such a unit to the extent that such provisions are permitted under the Shared Ownership Lease.

1.8 'Shared Ownership Lease' means a lease for a term of not less than 99 years in the form approved from time to time by the Housing Corporation.

1.1 The Owner covenants with the Council to provide 6 Affordable Dwellings on the Land by way of Shared Ownership tenure being 2 bedroom houses in accordance with the provisions of this Part III of the Schedule

1.2 The Owner covenants with the Council

1.2.1 to submit to the Council for its approval details of the Affordable Housing Scheme within 10 working days of the first submission of any reserved matters application pursuant to the Planning Consent; and

1.2.2 not to commence construction of the proposed Affordable Dwellings until the Council has approved the Affordable Housing Scheme in writing and the Council either agrees to the Affordable Housing Scheme within 30 days of its submission (or re-submission) or informs the Owner in writing within such period that the Affordable Housing

Scheme (or any revision thereto) is not acceptable with full reasons for such decision

1.2.3 that the Affordable Dwellings when constructed and at all times thereafter shall be allocated transferred or let in accordance with the Policy to persons who are in need of affordable housing and who meet the Criteria

1.2.4 not to sell let or mortgage or otherwise dispose of his interest of that part or parts of the Land upon which the Affordable Dwellings shall be built except as a whole save that an allocation transfer or lease in accordance with paragraph 1.2.3 of this part of the Schedule shall not be a breach of this covenant Provided that this obligation shall not prevent an occupier of an individual Affordable Dwelling pursuant to a long lease or shared ownership scheme from mortgaging that Affordable Dwelling

2. The Owner covenants with the Council

2.1 not to permit the occupation of the 12<sup>th</sup> open market Dwelling (other than any Dwelling intended as an Affordable Dwelling) or any Dwelling subsequent to the 12<sup>th</sup> open market Dwelling to be erected on the Land until all of the Affordable Dwellings have been constructed and are available for occupation in accordance with the Affordable Housing Scheme

3. The Affordable Housing Scheme shall

3.1 identify the site or sites on which the Affordable Dwellings are to be built and give details of the location layout garden and amenity space parking security and boundary treatment of the Affordable Dwellings

3.2 give details of the accommodation to be provided with details of the design and internal layout and floor area of each Affordable Dwelling

- 3.3 give the name and address of the (proposed) owner and manager of the proposed Affordable Dwellings and confirm that the Affordable Dwellings shall be managed by a Registered Social Landlord or such other body who may be approved by the Council ('Affordable Housing Provider')
- 3.4 give details of the method for identifying persons in housing need who qualify for occupation of the Affordable Dwellings in accordance with the Policy and the Criteria and in the case of Affordable Dwellings intended for occupation under a Shared Ownership scheme, details shall be provided demonstrating the legal mechanism whereby such Dwellings will remain Affordable Dwellings on subsequent assignments
4. The Criteria, in order of priority (as between the categories firstly, secondly and thirdly herein described, but not within the said categories) are
- 4.1 **FIRSTLY** that a person
- (a) is ordinarily resident in the Parish of Woore  
or
  - (b) has a strong local connection with the Parish of Woore by virtue of
    - (i) Close Family Association or
    - (ii) Employment or
    - (iii) Past Periods of Residence
- 4.2 **SECONDLY**, (in the event of there being no person who would qualify as in paragraph 5.1 above) that a person
- (a) is ordinarily resident in the Parish of Norton in Hales
  - (b) has strong local connection with the Parish of Norton in Hales by virtue of
    - (i) Close Family Association or
    - (ii) Employment or
    - (iii) Past Periods of Residence

4.3 THIRDLY (in the event of there being no person who would qualify as in paragraph 4.1 or 4.2 above) that a person

- (a) is ordinarily resident in the District of North Shropshire or
- (b) has strong local connection with the District of North Shropshire by virtue of
  - (i) Close Family Association or
  - (ii) Employment or
  - (iii) Past Periods of Residence

PROVIDED THAT if within two months from the Date on which an Affordable Dwelling becomes available there are no persons seeking for such accommodation who would qualify under the above criteria then such Affordable Dwelling may be allocated or let or transferred to any other person (or persons) who is in need of Affordable Housing in accordance with the Policy but who does not qualify under the above Criteria

4.4 In this paragraph

"Close Family Association" means that a person has a spouse, parent, grandparent, brother, sister or child resident in the relevant parish or district

"Employment" means that a person is employed or has a firm offer for employment within the relevant parish or district and it includes self-employment

"Past Periods of Residence" means that a person has been ordinarily resident in the relevant parish or district for a continuous period of at least ten years during the last twenty years

"the Date on which an Affordable Dwelling becomes available" means the date on which construction of a Dwelling is complete or on any subsequent change of occupation

5. The provisions of the agreement shall not be binding on a mortgagee in possession of the whole or any part of the Affordable Dwellings or a bona fide purchaser for value thereof from such a mortgagee in possession or any receiver appointed by such mortgagee (except a purchaser which is an Affordable Housing Provider) PROVIDED THAT:
  - (a) Such mortgagee or chargee in possession exercising any power of sale shall first have used reasonable endeavours over a period of three months in consultation with the Councils [ named officer ] to dispose of the Affordable Dwellings to an Affordable Housing Provider approved by the Council (such approval not to be unreasonably withheld or delayed) AND
  - (b) The Council's [ named officer ] shall have certified in writing (such certification not to be unreasonably withheld or delayed) that it is satisfied that the mortgagee has without success used reasonable endeavours to dispose of the Affordable Dwellings to an RSL over a three month period
- 6.1 An occupier of an Affordable Dwelling who is a tenant of a Registered Social Landlord shall be released from the covenants contained in this Planning Obligation if he exercises his right to acquire the freehold of the Affordable Dwelling or to acquire 100% equity in a long lease thereof on the date on which he completes such acquisition PROVIDED THAT the Owner gives the Council the notice referred to in paragraph 6.2.1 below accompanied by an undertaking in the form appended to this Part III of the Schedule
- 6.2 The Owner further covenants to provide one Affordable Dwelling ("the replacement Affordable Dwelling") for each Affordable Dwelling released from this Planning Obligation under paragraph 6.1 of this Schedule and that



- 6.2.1 the Owner shall give the Council written notice within 28 days of receiving notice that its tenant intends to exercise his right to acquire the freehold or acquire 100% of his long lease that the Affordable Dwelling may be released under paragraph 6.1 above
- 6.2.2 the replacement Affordable Dwelling shall comprise equivalent accommodation to the dwelling which it replaces
- 6.2.3. the replacement Affordable Dwelling shall be situate within the parishes listed in paragraphs 4.1 and 4.2 of this Schedule
- 6.2.4 the replacement Affordable Dwelling shall be available for occupation by persons in need of affordable housing who also meet the criteria set out in paragraph 4 of this Schedule within 6 months of the sale of the Affordable Dwelling
- 6.2.5 the Owner shall provide the Council with a copy of the transfer of the freehold or document effecting the transfer of the equity of the Affordable Dwelling within 28 days of such transaction being completed

AND it is hereby AGREED and DECLARED that the covenants contained in this paragraph 6 of Part III of the Schedule affect only that part of the Land upon which the Affordable Dwellings are constructed

**Form of Undertaking appended to Part III**

"[name of Owner] of [address] HEREBY UNDERTAKE with the North Shropshire District Council to provide a replacement Affordable Dwelling in accordance with the Agreement dated 2007 made between the North Shropshire District Council of the one part and Phoenix Rubber Limited of the other part within 6 months of the sale of the freehold / full equity of [address] and to enter into a planning obligation with the North Shropshire District Council to ensure that the replacement Affordable Dwelling when provided shall remain available for occupation by persons in need of affordable housing who meet the criteria set out in paragraph 4 of Part III of the Schedule to the said Agreement

Dated.....

Executed as a deed etc."

THE COMMON SEAL OF THE NORTH )  
SHROPSHIRE DISTRICT COUNCIL )  
was affixed to this Deed in )  
the presence of:- )



*John Modgett*  
Chairman  
*Peter Apper*  
Chief Executive  
*Deputy*

THE COMMON SEAL OF PHOENIX )  
RUBBER LIMITED was affixed to this )  
Deed in the presence of :- )

Secretary/Director

X *Camille Hart* X

Director

X *Michael Hart* X

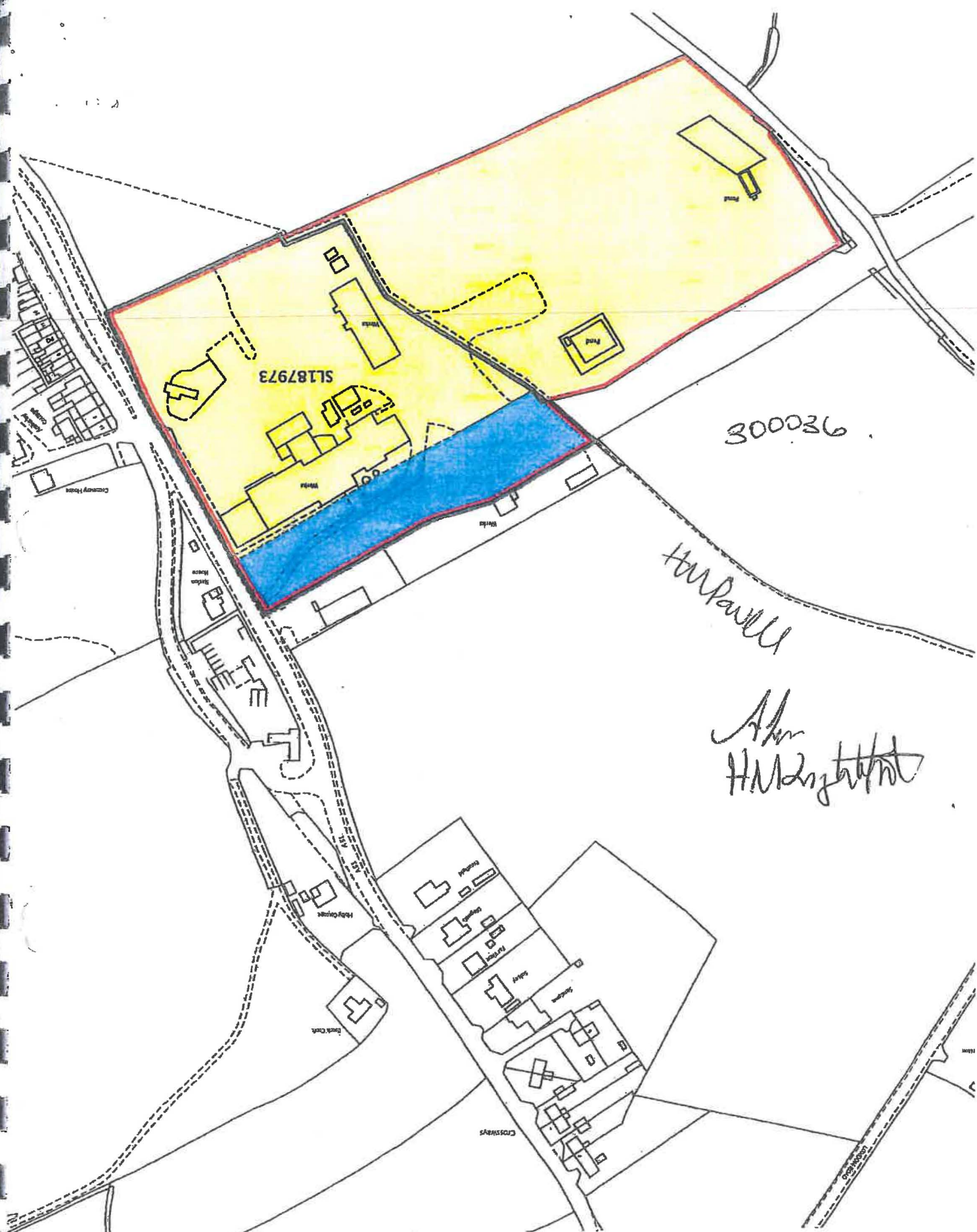
MEMORANDUM

(Clause 3)

Planning Consent was issued on .....

Q:6260FF.081.

**Schedule 2**  
**The Plan**



300036

HURPAWILL

A. H. H. H.

EXECUTED AS A DEED by affixing  
THE COMMON SEAL of )  
SHROPSHIRE COUNCIL )

300036

In the presence of:

*H. Powell*

Authorised signatory

EXECUTED AS A DEED by ANTHONY LIGHTFOOT)

*A.L.*

In the presence of:

Signature of Witness: *C. Datta*

Witness Name: LAURA SUTTON

Witness Address: Shropshire Council  
Shirehall

Witness Occupation: Abbey Foregate SY2 6ND  
CONTACT ASSISTANT

EXECUTED AS A DEED by HELEN MARGARET LIGHTFOOT)

*H.M. Lightfoot*

In the presence of:

Signature of Witness: *C. Datta*

Witness Name: LAURA SUTTON

Witness Address: Shropshire Council  
Shirehall

Witness Occupation: Abbey Foregate SY2 6ND  
CONTACT ASSISTANT