

Dated

2025

STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL (1)

AND

STAFFORDSHIRE COUNTY COUNCIL (2)

AND

EDWARD THOMAS PEMBERTON (3)

AND

BLOOR HOMES LIMITED (4)

AND

NATIONAL WESTMINSTER BANK PLC (5)

SECTION 106 AGREEMENT

**Planning Obligation by Deed under section 106
of the Town and Country Planning Act 1990 (as
amended) relating to land east of Froghall Road,
Cheadle, Staffordshire**

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THIS DEED is dated

2025

PARTIES

- (1) **STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL** of Moorlands House, Stockwell Street, Leek, Staffordshire Moorlands, ST13 6HQ ("**Council**"); and
- (2) **STAFFORDSHIRE COUNTY COUNCIL** of 2 Staffordshire Place, Tipping Street, Stafford, ST16 2DH ("**County Council**"); and
- (3) **EDWARD THOMAS PEMBERTON** of Broad Haye Farm, Hammersley Hayes Road, Cheadle, Stoke-On-Trent ST10 2DD ("**Landowner**");
- (4) **BLOOR HOMES LIMITED** (Company Registration Number 02162561) whose registered address is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP ("**Developer**"); and
- (5) **NATIONAL WESTMINSTER BANK PLC** (Company Registration Number 09029027) of Credit Documentation, P.O Box 399, Manchester, M60 2AH ("**Mortgagee**").

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act and the County Council is the local highway authority for the purposes of the Highways Act 1980 and the local education authority for the purposes of the Education Act 1996 for the area in which the Application Site is located.
- (B) The Landowner is the owner of the freehold interest in the Application Site and is registered as the proprietor with title absolute at HM Land Registry under Title Number SF609123.
- (C) The Developer has the benefit of an option to purchase the Landowner's part of the Application Site dated 16 April 2021 and this is registered at the Land Registry on title number SF609123.
- (D) The Application Site is subject to a legal charge in favour of the Mortgagee.
- (E) The Developer submitted the Planning Application to the Council for planning permission in order to carry out the Development under application reference SMD/2021/0610.
- (F) The Council has refused to grant planning permission for the Development. The Landowner and Developer have submitted the Appeal and enter into this Agreement to secure planning obligations necessary to mitigate the impact of the Development and to be bound by and to observe and perform the covenants hereinafter contained
- (G) The covenants, restrictions and obligations contained in this Agreement are enforceable by the Council and the County Council in accordance with section 106 of the Act.

NOW THIS DEED WITNESSES as follows:

1 STATUTORY PROVISION

This Agreement is a planning obligation by deed made in pursuance of section 106 of the Act and to the extent that the covenants in this Agreement are not made under section 106 of the Act they are made under sections 111 and 120 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers so enabling.

2 GENERAL INTERPRETATION

2.1 In this Agreement in addition to the parties hereinbefore referred to the following words and expressions shall where the context so requires or admits (including for the avoidance of doubt the recitals above) have the following meanings:

Act	the Town and Country Planning Act 1990 and includes any statute amending consolidating or replacing it for the time being in force;
Agreement	this agreement;
Application	outline application for residential development with access considered (all other matters reserved) attributed reference number SMD/2021/0610 by the Council;
Appeal	the appeal submitted to the Planning Inspectorate bearing reference PPAPP/B3438/W/24/3351035 ;
Affordable Housing	has the same meaning as that set out in Schedule 1 to this Agreement;
Application Site	the land shown edged red for the purposes of identification only on the Plan attached to this Agreement at Annex 1 which is registered at the Land Registry under title number SF609123;
Chargee	any mortgagee or chargee (or any receiver) (including administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any receiver (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such mortgagee or chargee or Receiver;
Chargee's Duty	the tasks and duties set out in clause 3.4 of this Agreement;
Cheadle Area	those towns, villages and immediately surrounding areas in the Staffordshire Moorlands District comprising Alton, Blythe Bridge, Boundary, Caverswall, Cheadle, Checkley, Cookshill, Cotton, Dilhorne, Draycott, Forsbrook, Foxt, Hollington, Hulme, Kingsley Froghall, Kingsley Holt, Kingsley Moor, Lower Tean, Oakamoor, Swinscoe, Tean and Whiston;
Commencement	the carrying out of material operations as defined by section 56 of the Act save that none of the following operations shall constitute a material operation for the purposes of this Agreement: (a) works of demolition; (b) works of site clearance; (c) ground investigations and site survey works; (d) construction of temporary boundary fencing or

hoardings;

- (e) construction of temporary accesses and/or temporary highway works;
- (f) archaeological investigations;
- (g) landscaping works;
- (h) temporary noise attenuation works,

and the terms "**Commenced**", "**Commence**" and "**Commence the Development**" shall be construed accordingly and "**Commence**" and "**Commencement**" shall be construed accordingly;

Community Infrastructure Levy or CIL

a tax tariff or charge introduced by the Council pursuant to the Community Infrastructure Levy Regulations 2010 (as amended ~~enabled by the Planning Act 2008~~) or any subsequent, additional or alternative legislation intended to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name;

Council Monitoring Sum

the sum of:

- (a) £218.83 per obligation trigger stated in the Agreement;
- (b) £583.72 additional sum as this is a s.106 agreement for a residential schemes

payable to the Council towards the cost of monitoring (including reporting under the Community Infrastructure Levy Regulations 2010) the obligations relating to the Council contained in this Agreement as required by the Council's Developer Contributions SPD;

County Council Monitoring Sum

the sum of Two Thousand and Seventy Pounds (£2,070.00);

Development

the development approved pursuant to the Planning Permission for residential development on the Application Site;

Dwelling

any dwelling to be constructed pursuant to the Planning Permission for the purpose of residential Occupation by an individual(s) and "Dwellings" shall be construed accordingly;

Index

the All Items Group (item reference CHAW) of the Retail Prices Index published by H M Government Office for National Statistics provided that during any period where no such index exists the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or, in default of agreement, fixed by the President for the time being of the Law Society on the application of any party) shall be used;

Index Linked

increased (if applicable) in proportion to movements in the Index between the date of this Agreement and the date the

particular payment is made and "Index Linking" shall be construed accordingly;

Interest Rate	the base rate from time to time of the National Westminster Bank plc or such other bank as may be nominated by the Council;
Occupation	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
Phase	a phase of the Development as determined by the Reserved Matters Approval;
Plan	the plan attached to this Agreement at Annex 1;
Planning Permission	the planning permission as may be issued pursuant to the Appeal by an inspector appointed on behalf of the Secretary of State and "Planning Permission" shall be construed as to include any Reserved Matters approval in respect of the whole or any part of the Application Site;
Practical Completion	in relation to a Dwelling constructed and fitted out ready for first Occupation save only for normal snagging and "Practically Complete" and "Practically Completed" shall be construed accordingly;
Protected Tenant	<p>any tenant who:</p> <ul style="list-style-type: none">(a) 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 a particular Affordable Rented Housing Unit;(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Rented Housing Unit;(c) has been granted a Shared Ownership Lease by a Registered Provider in respect of a Shared Ownership Unit and the tenant has subsequently purchased from the Registered Provider 100% of the retained equity in the said Shared Ownership Shared Ownership Unit, <p>and any successor in title to any of (a) (b) or (c) above;</p>
Reserved Matters Approval	approval by the Council of one or more matters reserved for approval following the grant of Planning Permission;
Reserved Matters Submission	a submission to the Council for the approval of any of the reserved matters pursuant to and in accordance with the Planning Permission;
Secretary of State	the Secretary of State for housing, communities and local government and such successor department as shall be

responsible for the determination of planning appeals within England;

Statutory Undertaker

any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking; and

Working Days

Monday to Fridays (excluding days that in England are public holidays) inclusive.

2.2 In this Agreement where the context so requires:

- (a) the singular includes the plural and vice versa;
- (b) 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 as interchangeable;
- (c) whenever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision to the contrary;
- (d) references to clauses, schedules, appendices and paragraphs are references to clauses, schedules, appendices and paragraphs in this Agreement except where otherwise specified;
- (e) title headings to the clauses schedules appendices and paragraphs are for convenience only and shall not affect the interpretation of this Agreement;
- (f) the schedules hereto shall be deemed to be incorporated herein and to have the same force and effect as if the provisions thereof were set out in extension of the body of this Agreement; and
- (g) references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force.

3 OBLIGATIONS COMING INTO EFFECT AND LAPSING

3.1 With the exception of clauses 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 17, 18 and 20 (which shall take effect immediately) this Agreement is conditional on the grant and issue of the Planning Permission.

3.2 This Agreement shall be enforceable against the Landowner to the extent specified in section 106(3) of the Act and, subject to the provisions of this Agreement, against any person for the time being deriving title from the Landowner (including successors in title to the Landowner and any person/persons who derive title from any successor(s) in title to the Landowner) as provided in section 106 of the Act provided that the Landowner shall not have any liability under this Agreement (but without prejudice to the rights of any party in respect of any antecedent breach) in respect of any part of the Application Site in which they do not have an interest or of any period during which the relevant owner (or as the case may be such other person) no longer has an interest in the Application Site or relevant part thereof.

- 3.3 The provisions of this Agreement shall not be enforceable against:
- (a) A Protected Tenant or any successor in title to a Protected Tenant
 - (b) Any mortgagee or chargee of an Affordable Housing Unit or receiver appointed by any of them in the event of default under a mortgage or charge obtained by an individual to enable purchase of a Shared Ownership Housing Unit for their own personal Occupation;
 - (c) a Chargee or successor in title thereto provided that the Chargee shall have first complied with the Chargee's Duty in clause 3.4;
 - (d) a Statutory Undertaker which has an interest in any part of the Land used only as an electricity substation, gas governor or pumping station.
- 3.4 The Affordable Housing provisions in this Agreement set out in Schedule 1 shall not be binding on a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee provided that:
- (a) such Chargee shall first give written notice to the Council of its intention to dispose of any or part of the Affordable Housing Units and shall have used reasonable endeavours that shall include as a minimum reasonable approaches to 6 Registered Providers at least four of which shall already own properties in the Staffordshire Moorlands District Council area over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another Registered Provider subject to the terms of this Agreement or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses;
 - (b) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely; and
 - (c) at the end of the said three month period to provide to the Council evidence of such reasonable endeavours made in accord with clause 3.4(a) as the Council may request in writing of the Chargee, such evidence, if requested, to be provided within 21 days of the date of any such request.
- 3.5 If the Planning Permission expires before Commencement or is revoked or otherwise ceases to exist then (without prejudice to the rights of any party against another in respect of any antecedent breach) this Agreement will cease to have effect in respect of the Planning Permission (but shall remain in effect in respect to any variation of the Planning Permission pursuant to clause 14) and as from such time there shall be no further obligation on the parties in relation to any matter that has occurred or that may arise under this Agreement in respect of the obligations relating to the Planning Permission which has expired, been revoked or ceased to exist.
- 3.6 Subject to clause 14 nothing in this Agreement shall prohibit, restrict or limit the right of the Landowner or any other person to develop the Application Site in accordance with any planning permission (other than the Planning Permission) granted after the date of this Agreement (whether or not on appeal) or impose any obligation on the Landowner or any other person as a consequence of the development of the Application Site in accordance with such a planning permission. Such a planning permission will not be taken to give any consent or approval that may be required under the terms of this Agreement.
- 3.7 When the Landowner or their respective successors in title consider that they have discharged their obligations under this Agreement or the obligations cease to have effect pursuant to

clause 3.5 they may (jointly or individually) request the Council write to the Landowner confirming that obligations have been complied with provided that such a request may not be made more than once every 12 months in respect of each financial contribution.

3.8 Covenants made hereunder on the part of the Council and or the County Council shall be enforceable against the Council and or the County Council as hereinafter provided and against any statutory successor to them as the local planning authority.

3.9 Should the Secretary of State or ~~his~~their appointed inspector in their decision letter make a finding that any of the covenants or obligations in this Agreement do not meet the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 and accordingly attaches no weight to that obligation in determining the Appeal then such covenant(s) or obligation(s) as so identified by the Secretary of State or his appointed inspector shall be deemed to be of no effect notwithstanding the remaining provisions of this Agreement which for the further avoidance of doubt shall remain in effect and enforceable.

4 LANDOWNER OBLIGATIONS

4.1 The Landowner hereby covenants with the Council and the County Council so as to bind the Application Site in accordance with this Agreement to observe and perform and cause to be observed and performed the undertakings, covenants and restrictions listed in Schedules 1 – 6.

4.2 The Landowner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Application Site or any part thereof.

5 COUNCIL AND COUNTY COUNCIL OBLIGATIONS

5.1 The Council and the County Council covenant with the Landowner as follows:

- (a) to observe and perform the obligations on the Council's part and separately on the County Council's part contained in each Schedule as applicable;
- (b) at any time after a payment has been made of a financial contribution but before ten years of receipt of the final instalment of the contribution the Council shall respond to a written request from the Landowner for details of how and when that money has been expended provided that such a request may not be made more than once every 12 months in respect of each financial contribution;
- (c) at any time after the receipt of the final instalment of a financial contribution has been made but before the expiry of 15 years of the date of receipt of the final instalment of the financial contribution the County Council shall respond to a written request from the person who made such payment for details of how and when that money has been expended provided that such a request may not be made more than once every 12 months in respect of each financial contribution and provided always that in doing so the County Council shall act in accordance with their normal practices and procedures and priorities as applied elsewhere within their administrative area in respect of similar matters;
- (d) any time after ten years of receipt of the final instalment of the contribution, the Council shall on written request by the party who has paid a financial contribution under this Agreement issue to that party written confirmation of how that contribution has been expended;
- (e) if any time after ten years of receipt of the final instalments of a particular financial contribution paid to the Council all or any part of that financial contribution that has not been spent for the purpose for which it was paid then the Council shall within 21 days

refund any unexpended amount to the person who paid that contribution along with interest at the base rate of the Bank of England such interest to be calculated from the date of receipt of the payment by the Council to the date of its repayment.

- (f) if any time after 15 years of receipt of the final instalment of a particular financial contribution paid to the County Council all or any part of that financial contribution that has not been spent for the purpose for which it was paid then the County Council shall refund any unexpended amount to the person who paid that contribution along with interest credited at the Local Authority 7 day Offer Rate in force from time to time (as published in the Financial Times) such interest to be calculated from the date of receipt of the payment by the County Council to the date of its repayment.
- (g) For the avoidance of doubt, for the purposes of clause 5.1(e) and 5.1(f) above any sum (or part thereof) shall be deemed to have been 'spent' if the Council and/or the County Council have entered into any contract or given any undertaking (whether enforceable in law or otherwise) within ten or 15 years of receipt of a particular financial contribution, or part thereof, as applicable the performance or fulfilment of which will require them to expend that financial contribution or part thereof in the future

6 MISCELLANEOUS

- 6.1 This Agreement shall be registered as a Local Land Charge.
- 6.2 No waiver (whether express or implied) by the Council or the County Council of any breach or default by the Landowner in performing or observing any of the obligations terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Landowner or any other party.
- 6.3 Unless otherwise specified where any agreement consent approval or expression of satisfaction is to be obtained from any party under the terms of this Agreement the parties hereby agree that they shall deal expeditiously with such request and shall not unreasonably delay or withhold such approval or consent PROVIDED ALWAYS that in doing so all parties shall act in accordance with their normal practices and procedures and priorities as applied elsewhere in respect of similar matters.
- 6.4 Where any financial contribution due to the Council in this Agreement is to be Indexed then the amount of the contribution after application of the Index shall be calculated according to the formula:

Amount after indexation = $A \times B/C$

Where:

A = the amount to be varied;

B = the Index at the date at which the amount is due to be paid; and

C = the Index at the date of this Agreement.
- 6.5 Where any financial contribution is due to the Council under the terms of the Agreement then those contributions shall be calculated in accordance with clause 6.4 of this Agreement and shall be paid to the Council together with the Indexed Linked Sum.
- 6.6 If any payment due to the Council or the County Council under any of the provisions of this Agreement is not made on or before the date upon which it is due the party from whom it was

due shall at the same time as making the payment to the Council or the County Council pay interest at 3% above the Interest Rate as at the date the payment was due and for the period starting with the date the payment was due and ending with the date on which payment of the sum on which interest is payable is received.

6.7 The Landowner agrees to relinquish permitted development rights in respect of the Affordable Housing Units in respect of the classes of development defined in Schedule 2 Part 1 of The Town and Country Planning (General Permitted Development) Order 2015 (as amended) as follows:

- (a) class A: enlargement, improvement or other alterations to a dwelling house;
- (b) class B: additions to the roof of a dwelling house;
- (c) class E: outbuildings within the curtilage of a dwelling house,

or in any provision equivalent to those Classes in any statutory instrument revoking and re-enacting that Order provided that this clause 6.7 shall not be binding on any tenant or purchaser of an Accessible Dwelling (as defined in Schedule 2) that is also an Affordable Housing Unit who may utilise permitted development rights without restriction in order to make aids and adaptations to their Dwelling required in order to assist with their day-to-day living.

7 NOTICES

The Landowner shall give written notice to the Chief Executive Officer of the Council and the Director of Strategy, Governance and Change of the County Council at least 14 days prior to Commencement.

8 DISPUTE RESOLUTION

8.1 Save for issues relating to the interpretation of this Agreement (which shall be matters for the Courts) in the event of any dispute arising between the Council, and the Landowner in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the dispute shall be referred to an independent person for determination in accordance with the following provisions:

- (a) where such dispute relates to engineering construction it shall be referred to a Chartered Civil Engineer agreed upon by the Council and the Landowner or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers;
- (b) where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the Council and the Landowner or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) where such dispute relates to the interpretation of the Agreement other than education, highways or valuation of property then the Council and the Landowner shall agree on the appointment of an independent expert and shall agree with the expert the terms of their appointment; and
- (d) in any reference to an independent person under this clause such person shall unless the Council and the Landowner otherwise agree act as expert and not as arbitrator.

8.2 In terms of disputes referred under clause 8.1 the following provisions and terms of appointment shall, unless the Council and the Landowner agree otherwise, apply to such disputes or disagreements and questions:

- (a) the expert shall have at least 15 years post qualification experience in the subject matter of the dispute;
- (b) the persons calling for the determination shall make written submissions to the expert and the other parties within ten Working Days of the expert's appointment;
- (c) the other parties shall have 21 Working Days from receipt of such written submission or such extended period as the expert shall allow to respond in writing;
- (d) the expert shall disregard any representations made out of time and
- (e) shall make his decision within 21 Working Days of receipt of the representations under clause (c) or if none the expiry of the period referred to in clause (c);
- (f) the expert's decision shall be in writing and give reasons for his decision; and
- (g) the expert's fees (including the reimbursement of the costs of any other experts' fees) shall be met by the person or persons as determined by the expert.

8.3 The decision of the appointed expert shall be binding save for manifest error.

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is hereby agreed and declared that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

10 JURISDICTION

This Agreement is governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

11 COMMUNITY INFRASTRUCTURE LEVY

11.1 If after the date of this Agreement a CIL is introduced which is applicable to the Development then the parties hereto will use reasonable endeavours to agree variations to this Agreement with the intent that:

- (a) the planning benefits secured by this Agreement should continue to be secured and delivered; and
- (b) the Landowner should not be in a worse financial position because of CIL in respect of the obligations contained in Schedule 1 to Schedule 4 (inclusive) than they would be if they performed the obligations in this Agreement and CIL did not apply.

12 FETTERING DISCRETION

Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council and or the County Council in its/their rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the Council and or the County Council were not a party to this Agreement.

13 SEVERABILITY

If any court or other competent authority finds that any part or provision of this Agreement is void, unlawful or unenforceable then that part or provision will be deemed to have been severed from this Agreement and shall from the date of that finding have no force and effect. The remaining provisions of this Agreement will continue to be valid and enforceable to the fullest extent permitted by law, and the parties hereto shall negotiate in good faith to agree the terms of a mutually acceptable and satisfactory alternative part or provision so that, as amended, such is valid, lawful and enforceable.

14 VARIATION OF PLANNING PERMISSION

In the event that the Council or an inspector on behalf of the Secretary of State at an appeal shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the Act in respect of conditions attached to the Planning Permission, save and in so far as this Agreement has been amended by way of a deed of variation prior to the grant of such planning permission, references in this Agreement to the Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly. For the avoidance of doubt, this shall not apply to any subsequent new application or planning permission.

15 VAT

All contributions given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

16 MORTGAGEES

The obligations in this Agreement will not be enforceable against any mortgagee or chargee acquiring security over the Application Site or any part of it or any receiver or security agent appointed by such mortgagee unless and until such mortgagee, receiver, security agent takes possession of the Application Site or any part of it pursuant to the relevant mortgage or charge in which case it too will be bound by the obligations as if it were a person deriving title from the Landowner.

17 DEVELOPER CONSENT

The Developer hereby consents to the completion of this Agreement and declares that its interest in the Application Site shall be bound by the terms of this Agreement as if it had been executed and registered as a local land charge prior to the creation of its interest in the Application Site and that its interest in the Application Site shall take effect subject to this Agreement provided that the Developer shall otherwise have no liability under this Agreement unless it takes possession of the Application Site in which case it will be bound by the obligations as if it were a person deriving title from the Landowner or it becomes a landowner of the all or part of the Application Site.

18 MORTGAGEE CONSENT

18.1 The Mortgagee hereby consents to the completion of this Agreement and declares that its interest in the Application Site shall be bound by the terms of this Agreement as if it had been executed and registered as a local land charge prior to the creation of its interest in the Application Site and that its interest in the Application Site shall take effect subject to this Agreement provided that the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Application Site in which case it will be bound by the obligations as if it were a person deriving title from the Landowner.

19 MONITORING SUM AND COSTS.

- 19.1 The Developer shall pay on the signing of this Agreement the reasonable costs and disbursements of the Council.
- 19.2 The Developer shall pay to the County Council on the signing of this Agreement their reasonable costs and disbursements of and incidental to the preparation and execution of this Agreement.
- 19.3 The Developer shall pay on the determination of the Appeal the Council Monitoring Sum within 20 working days of receipt of the decision notice save it shall not be payable if the appeal is dismissed.
- 19.4 The Developer shall pay on the determination of the Appeal the County Council Monitoring Sum within 20 working days of receipt of the decision notice save it shall not be payable if the appeal is dismissed.

20 DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

In witness of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

HOUSING – AFFORDABLE HOUSING

1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule 1 shall have the following meanings:

- Affordable Housing** housing provided to eligible households whose needs are not met by the market in accordance with the definition in Annex 2 to the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it in respect of affordable housing);
- Affordable Housing Scheme** a scheme for the provision of Affordable Housing within the Development which shall be submitted by the Landowner to the Council in accordance with this Schedule 1 which shall contain details of the following:
- (a) the exact numbers, type and tenure of the Affordable Housing Units that comply with the Bed Space Criteria; and
 - (b) the location of the Affordable Housing Units and its phasing in relation to the occupancy of the Open Market Dwellings;
- Affordable Housing Units** the units to be provided as the Affordable Housing in accordance with the Affordable Housing Scheme individually referred to as an Affordable Housing Unit;
- Affordable Rented Housing** those Affordable Housing Units to be leased to an individual for the Rent, individually referred to as an Affordable Rented Housing Unit;
- Approved Person** an individual who has been confirmed in writing by the Council to meet the Council Criteria for the purchase of any Discount Market Sale Unit and who can make either a Suitable offer, a Satisfactory Offer or are in Housing Need as relevant and as set out in Schedule 4;
- Bed Space Criteria** in an Affordable Housing Unit specified in the Affordable Housing Scheme a:
- (a) one bedroom Dwelling shall accommodate two persons;
 - (b) two bedroom Dwelling shall accommodate four persons;
 - (c) three bedroom Dwelling shall accommodate five persons;
 - (d) four bedroom Dwelling shall accommodate six persons;

Council Criteria	those criteria to be met in order to qualify for Discount Market Sale Units as set out in Schedule 2;
Discounted Market Sale Price	in respect of a relevant Discounted Market Sale Unit at a 30% discount to Open Market Value;
Discounted Market Sale Units	Affordable Housing Units to be sold to an Approved Person at the Discounted Market Sale Price individually referred to as a Discounted Market Sale Unit;
Disposal	each and every means by which the right of Occupation of an Affordable Unit is given or transferred to another person body or company and "Dispose" shall be construed accordingly and for the sake of clarity the term "Disposal" and "Dispose" shall not include mortgages;
Grant Funding	Grant Funding means capital grant provided by Homes England or any other public body to fully or partially fund Registered Providers when developing affordable housing—;
Homes England	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 Need	an individual whose needs are not met by the market and is unable to buy or rent suitable housing at open market prices. Eligibility is determined with regard to local incomes and local house prices;
Intermediate Housing	Affordable Housing Units for low cost home ownership which are to be constructed on the Application Site that will be for Shared Ownership or Discount Market Sale individually referred to as an "Intermediate Housing Unit" and "Intermediate Housing Units" shall be construed accordingly;
Local Housing Allowance (LHA)	the scheme used to calculate entitlement to housing benefit for the purposes of which each local authority is divided into Broad Rental Market Areas (individually referred to as the "BRMA") with the Valuation Office or any successor body setting LHA rates for each BRMA;
Open Market Dwellings	that residential development which forms part of the Development but which is not the Affordable Housing Units;
Open Market Value	the estimated amount for which the Intermediate Housing Units should sell on the valuation date assuming a sale between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion;
Recycled Grant	Recycled Grant means an internal fund within the accounts of a Registered Provider used to recycle Grant Funding;
Registered Provider	a provider of social housing registered with Homes England pursuant to the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment

of such Act);

Rent	the rent to which the Affordable Rented Housing Units shall be subject which shall not exceed 80% of the local market rent (inclusive of service charges) calculated in accordance with the Royal Institution for Chartered Surveyors (RICS) approved valuation methods and in any event not exceeding Local Housing Allowance levels in the relevant Broad Rental Market area for the Application Site as set by the Valuation Office or any successor body or such other rent as may be agreed in writing by the Chief Executive Officer of the Council;
Satisfactory Offer	<p>offers for the purchase of Intermediate Housing Units and leases of Affordable Rented Housing made by:</p> <ul style="list-style-type: none">(a) a person ordinarily resident within the Staffordshire Moorlands District Council area for a minimum of six months,(b) a person who can demonstrate a local connection or who has a family association within the Staffordshire Moorlands District Council area; or(c) persons with employment in the Staffordshire Moorlands District Council area, <p>in the event that more than one satisfactory offer is made priority is given to persons who can demonstrate compliance with (a) over (b) or (a) or (b) over (c);</p>
Shared Ownership Housing	those Affordable Housing Units that are to be sold through a Shared Ownership lease on Shared Ownership Terms at a sum equal to a percentage of Open Market Value and subject to the Shared Ownership Rent individually referred to as a Shared Ownership Housing Unit;
Shared Ownership Rent	the rent payable to be calculated as a percentage of the unsold equity for Shared Ownership Housing on the open market such percentage being the inverse percentage from 100% relative to the percentage purchased, with the rent payable calculated at no more than 2.75% of the value of the unsold equity in the Shared Ownership Housing;
Shared Ownership Terms	<p>the Terms of Disposal as shared equity or Shared Ownership contained in model Shared Ownership leases published by Homes England (as may be updated from time to time) or such lease in substantially similar form as may be agreed in writing by the Council whereby:</p> <ul style="list-style-type: none">(a) a Registered Provider sells shares in the equity of a unit to an individual who pays Shared Ownership Rent upon the remainder; and <p>Staircasing to 100% of the equity of the dwelling is allowed;</p>
Specification	the Nationally Described Space Standards that the Affordable Housing Units should be completed to as a minimum as

contained in Department for Communities and Local Government Standard (currently March 2015) or as may be subsequently updated and the accessibility standards set out in the Optional Requirement M4(2) of the Part M of the Building Regulations or as may be subsequently updated or an alternative standard as agreed in writing with the Chief Executive Officer of the Council;

Suitable Offers

offers for the purchase of Intermediate Housing Units and leases of Affordable Rented Housing shall only be suitable if they are made by:

- (a) a person ordinarily resident within the Cheadle Area for a minimum of six months;
- (b) a person who can demonstrate a local connection or who has a family association within the Cheadle Area; or
- (c) persons with employment in the Cheadle Area,

In the event that more than one suitable offer is made priority is given to persons who can demonstrate compliance with (a) over (b) or (a) or (b) over (c);

Staircase

acquire an additional share or shares of the equity of the Affordable Unit.

2 LANDOWNER COVENANTS

- 2.1 Subject always to the provisions in paragraphs [2.142.13](#), [2.15](#), [2.382.36](#) and [2.382.37](#) of this Schedule, that no less than 33% of the Dwellings which are constructed on the Application Site shall be Affordable Housing Units (in accordance with the Specification) to be provided in accordance with each and every Reserved Matters Approval and shall comprise 60% Affordable Rented Housing and 40% Shared Ownership Housing or as may be agreed in accordance with the Affordable Housing Scheme.
- 2.2 Prior to submission of each and every Reserved Matters Submission to submit in writing for approval to the Council the Affordable Housing Scheme for that part of the Development. The Affordable Housing shall be provided in accordance with the approved Affordable Housing Scheme.
- 2.3 Within 12 months of the Commencement of Development of the Phase and prior to Disposal of any or all of the Affordable Units the Landowner shall notify the Council in writing of the proposed Registered Provider(s) purchaser of the Affordable Housing Units on the Site. If the Council so requests the Landowner shall endeavour to provide to the Council evidence of the financial and management capabilities of the proposed Registered Provider(s).
- 2.4 No more than 50% of the Open Market Dwellings shall be Practically Completed until 50% of the Affordable Housing Units have been completed in accordance with the Planning Permission and the Specification and transferred to a Registered Provider in accordance with the criteria set out in this Schedule 1 and are available for Occupation in accordance with those criteria and not more than 80% of the Open Market Dwellings shall be Practically Completed until the remaining Affordable Housing Units have been completed and transferred to a Registered Provider in accordance with the criteria set out in this Schedule 1 and are available for Occupation in accordance with those criteria.

- 2.5 Subject to paragraph 2.13 of this Schedule 1 not to permit, suffer, cause or allow the Affordable Housing Units or any part thereof to be developed or built other than for a Registered Provider and to be directly managed by a Registered Provider while ever the Dwellings remain as Affordable Housing Units bound by this Agreement.
- 2.6 Save with the consent in writing of the Council not to allow, permit or suffer any of the Affordable Housing Units to be occupied by individuals who do not meet the Occupation criteria for the relevant Affordable Housing Unit set out in this Schedule 1, paragraphs 2.17, 2.24, 2.25 and 2.29.
- 2.7 The Affordable Housing Units shall only be used for the purpose of providing Affordable Housing accommodation and other than Discounted Market Sale Unit/s to meet the objectives of a Registered Provider.
- 2.8 To serve notice in writing on the Council as soon as reasonably practicable after the completion of the construction of the Affordable Housing Units.
- 2.9 Subject to paragraph 2.13 of this Schedule 1 that the Landowner shall not cause or permit the Occupation of any of the Affordable Housing Units (other than any Discounted Market Sale Unit/s) until the freehold of the Affordable Housing Units has been transferred to a Registered Provider by a transfer in a form acceptable to and approved by the Council (such acceptance and approval not to be unreasonably withheld or delayed) at a value to be agreed between the Registered Provider and the Landowner provided that the Registered Provider shall not use Grant Funding (including Re-cycled Grant) for the purchase of the Affordable Housing Units and the Landowner must notify the Council within 14 days of completion of the transfer.
- 2.10 That other than any Discounted Market Sale Unit/s the Affordable Housing Units shall be managed by the Registered Provider in accordance with its usual and normal leasehold terms and conditions of the type and style recommended by Homes England in such form of lease, or long lease in accord with the Shared Ownership Terms.
- 2.11 That the Landowner shall notify the Council in writing within 14 days of postal addresses being assigned to the Affordable Housing Units.
- 2.12 That the Registered Provider shall forthwith serve notice in writing upon the Council upon the completion of any Disposal or letting of the whole or any part of the Site of the Affordable Housing Units to any other Registered Provider or person(s) to the end and intent that the Council shall be kept fully informed of Ownerships and tenancies regarding the same.
- 2.13 In the event that in relation to each and every Phase:
- (a) the Landowner despite using reasonable endeavours which shall include as a minimum reasonable approaches to 6 Registered Providers at least 4 of which shall already own properties in the Staffordshire Moorlands District Council area and, if necessary, amendment of the agreed Affordable Housing Scheme to provide an alternative mix of Affordable Housing Units to satisfy any reasonable request by a Registered Provider is unable to Dispose of the Affordable Housing Units to be provided within any Phase to a Registered Provider(s) within nine months of Commencement (or as otherwise agreed in writing by the Council) of any particular Phase; and
 - (b) evidence of such reasonable endeavours having been presented in writing to the Council; and
 - (c) the Council indicates in writing that it agrees that the Landowner has used its reasonable endeavours to dispose of the Affordable Housing Units to a Registered Provider(s),

then the Landowner may sell only those Affordable Housing Units as cannot be transferred to a Registered Provider as Discount Market Sale Units in accordance with the requirements of this Schedule provided that if agreement cannot be reached between the Council and the Landowner in relation to whether reasonable endeavours have been used by the Landowner following evidence of such reasonable endeavours having been presented in writing to the Council then the provisions of clause 8 of this Agreement relating to expert determination can be invoked by any party in relation to only those matters that are in dispute.

Affordable Rented Housing

- 2.14 That the whole interest in the Affordable Rented Housing is made available for a minimum of 125 years from the date of first Occupation for rental in accordance with paragraphs 2.15 and 2.16 below.
- 2.15 That the Affordable Rented Housing should be rented out at no more than the Rent.
- 2.16 The lettings of the Affordable Rented Housing shall be subject to the nomination rights and residence qualifications as set out in paragraphs 2.17 and 2.18 of this Schedule 1.
- 2.17 The Registered Provider shall inform the Council when the Affordable Rented Housing is to be available and shall allocate the first Occupation of all the Affordable Rented Housing to persons nominated by the Council and who are able to make a Suitable Offer or, if none, a Satisfactory Offer within six weeks of notification to the Council to enable the Council to advertise the availability of the relevant unit through the Council's Choice Based Lettings Scheme 'Home Options' (or any such allocation scheme which is in place with the Council at the time) and to allocate not less than alternate subsequent occupations to persons nominated by the Council and who are able to make a Suitable Offer or, if none, a Satisfactory Offer within three weeks of notification to the Council of the availability of the Affordable Housing Units. In the event of the Council not making any nomination or a nomination of a person able to make a Suitable Offer or a Satisfactory Offer within the period specified or a person nominated and able to make a Suitable Offer or a Satisfactory Offer not accepting an offer made by the Registered Provider within five working days of the offer the Registered Provider shall be entitled to allocate Occupation of any available unit to any person who is in Housing Need and able to make a Suitable Offer and, if none to any person who is in Housing Need and able to make a Satisfactory Offer and if none such after four weeks of marketing in the Staffordshire Moorlands District Council area to such person as the Registered Provider deems fit provided they are in Housing Need.
- 2.18 Those tenants not nominated by the Council shall be so determined and selected in accordance with the tenant selection policies of the Registered Provider relevant to the specific type of property.

Shared Ownership Housing

- 2.19 That the Shared Ownership Housing is to be used for the purposes of providing Shared Ownership leasehold accommodation that should be Disposed of in accordance with the Shared Ownership Terms and for no more than the Shared Ownership Rent.
- 2.20 That prior to the initial and any subsequent Disposal of a Shared Ownership Housing Unit (excluding the transfer of the Affordable Housing Units to the Registered Provider pursuant to paragraph 2.9 of this Schedule 1) the Landowner shall submit in writing to the Council for approval (such approval not to be unreasonably withheld or delayed) its assessment of the Open Market Value of the Shared Ownership Housing Unit at that time.
- 2.21 If the Council does not approve the Landowner's assessment of the Open Market Value of the Shared Ownership Housing Unit the Open Market Value thereof shall be determined prior to

Disposal by an independent Chartered Surveyor in accordance with clause 8 of this Agreement.

- 2.22 Once the Open Market Value is agreed then no less than 10% and no more than 75% of the equity in the Shared Ownership Housing Unit shall be sold pro rata the agreed Open Market Value.
- 2.23 To allocate the first sale of any Shared Ownership Unit to any person able to make a Suitable Offer and in Housing Need or if none any person able to make a Satisfactory Offer and in Housing Need. If none such makes an offer within a further 12 weeks of advertising and marketing in the Staffordshire Moorlands District Council area then the Registered Provider may dispose of the Shared Ownership Unit to a person in Housing Need.
- 2.24 Second and subsequent sales of Shared Ownership Housing shall be at an agreed Open Market Value (to be agreed with the Council) to any person able to make a Suitable Offer and in Housing Need or, if none, a Satisfactory Offer and in Housing Need. If no contract for the sale of the Shared Ownership Unit has been entered into after four months of being continuously marketed then the Shared Ownership Unit may be sold to a person in Housing Need.
- 2.25 That the occupier of any Shared Ownership Housing Unit shall pay no more than the Shared Ownership Rent.
- 2.26 Should the purchaser of a Shared Ownership Housing Unit subsequently choose to exercise the right to Staircase then the Shared Ownership Rent shall decrease pro rata by reference to the percentage part of the Shared Ownership Housing Unit which is purchased.
- 2.27 The Registered Provider as landowner of the Shared Ownership Housing covenants that in the event of any purchaser of a Shared Ownership Housing Unit exercising his right to Staircase under the Shared Ownership Terms and to acquire a greater equitable share of the Shared Ownership Housing Unit then any sale proceeds received by the Registered Provider (after deduction of mortgage redemption and legal and administrative costs) will be used in accordance with Homes England Regulations for the provision of Affordable Housing Units within the administrative area of the Council giving preference to the Cheadle Area but in any event in agreement with the Chief Executive Officer for the time being of the Council acting reasonably and without any unreasonable delay.

Discounted Market Sale Units

- 2.28 The Discounted Market Sale Units shall be sold only at the Discounted Market Sale Price to an Approved Person in Housing Need for a minimum of 125 years from the date of first Occupation in accordance with paragraphs 2.29 to 2.35 inclusive of this Schedule 1.
- 2.29 On first Disposal of the Discounted Market Sale Units the Landowner shall submit to the Council a list of potential purchasers to enable the Council to prioritise (if necessary) and approve a number of Approved Person(s) suitable to purchase the Discounted Market Sale Units.
- 2.30 Prior to any Disposal of a Discounted Market Sale Unit the Landowner shall submit in writing to the Council for approval (such approval not to be unreasonably withheld or delayed) its assessment of the Open Market Value of the Discounted Market Sale Unit at that time.
- 2.31 If the Council does not approve the Landowner's assessment of the Open Market Value of the Discounted Market Sale Unit the Open Market Value thereof shall be determined prior to Disposal by an independent Chartered Surveyor in accordance with clause 8 of this Agreement.

- 2.32 Once the Open Market Value is agreed the Discounted Market Sale Unit shall be sold to an Approved Person who is able to make a Suitable Offer in Housing Need for no more than the Discounted Market Sale Price
- 2.33 If a Discounted Market Sale Unit has not been sold to an Approved Person who is able to make a Suitable Offer in Housing Need within a period of three months from first being marketed or advertised for sale then the Landowner shall be entitled to dispose of the Discounted Market Sale Unit at the Discounted Market Sale Price to an Approved Person in Housing Need who is able to make a Satisfactory Offer and who is in Housing Need.
- 2.34 If a Discounted Market Sale Unit has not been sold to an Approved Person who is able to make a Suitable Offer or Satisfactory Offer in Housing Need within a period of six months from first being marketed or advertised for sale then the Landowner shall be entitled to dispose of the Discounted Market Sale Unit at the Discounted Market Sale Price to an Approved Person who is in Housing Need but not able to make a Suitable Offer or Satisfactory Offer.
- 2.35 A purchaser of a Discounted Market Sale Unit shall occupy the Discounted Market Sale Unit as their sole and primary residence.

Other forms of intermediate affordable housing

- 2.36 The Landowner may offer to the Council within their Affordable Housing Scheme any other form of intermediate affordable housing that meets the criteria of Annex 2 of the National Planning Policy Framework (or any future guidance or initiative that replaces or supplements it).
- 2.37 If such other forms of intermediate affordable housing are included in the Affordable Housing Scheme then the scheme shall include precise details of the mechanism by which such Dwellings shall be provided, including if necessary method of transfer to a Registered Provider, nomination rights, occupancy criteria, rent restrictions etc. If required to do so by the Council the Landowner shall enter into a further section 106 to ensure that those Dwellings to be provided shall be affordable in perpetuity to individuals able to make a Suitable or Satisfactory Offer and in Housing Need.

SCHEDULE 2

CUSTOM/SELF BUILD AND ACCESSIBLE DWELLINGS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Schedule 2 the following expressions shall have the following meanings:

Accessible Dwelling(s) a Dwelling which meets the criteria set out in Part M4(2) Schedule 1 of the Building Regulations 2010 (as amended);

Custom/Self Build Dwelling(s) 5% of the Dwellings up to a maximum of ten (10) Dwellings to be built by individuals on the Application Site and meeting the criteria set out in section 1(A1) and 1(A2) of the Self-Build and Custom Housebuilding Act 2015 (as amended);

Custom/Self Build Dwelling Land the land to be set aside on the Application Site for the purpose of construction of the Custom/Self Build Dwellings;

Custom/Self Build Marketing Strategy a marketing strategy for the Custom/Self Build Dwelling Land which shall include the following:

- (a) the details of how the Custom/Self Build Dwelling Land will be marketed to potential purchasers;
- (b) the terms on which the Custom/Self Build Dwelling Land will be offered;
- (c) information about each plot, including any restrictions to be imposed;
- (d) details of the method(s) of marketing and how/where marketing information will be accessed by customers; and
- (e) any other information reasonably requested by the Council.

and such marketing strategy may only be amended from time to time with the approval of the Council;

Marketing Period a period of no less than 12 months (or such other length of time as agreed in writing by the Council) starting from the date the marketing of the Custom/Self Build Dwelling Land first commences;

Wheelchair Accessible Dwellings a Dwelling which meets the criteria set out in Part M4(3) Schedule 1 of the Building Regulations 2010 (as amended).

2 DELIVERY

The Landowner covenants with the Council as follows:

2.1 That Custom/Self Build Dwelling Land of a size capable of accommodating not less than 5% (up to a maximum of 10 Dwellings) of the total number of Dwellings within the Development shall be provided on the Application Site.

3 MARKETING AND DISPOSAL

- 3.1 Prior to Commencement of Development of the Phase in which the Custom/Self Build Dwelling Land is to be reserved the Landowner shall submit a Custom/Self Build Marketing Strategy to the Council for its approval.
- 3.2 Not to Commence Development of the Phase in which the Custom/Self Build Dwelling Land is to be reserved prior to commencement of marketing of the Custom/[Self](#) Build Dwellings in accordance with the approved Custom/Self Build Marketing Strategy.
- 3.3 To market for sale the Custom/Self Build Dwelling Land in accordance with the approved Custom/Self Build Marketing Strategy for the Marketing Period
- 3.4 To notify the Council of the date on which marketing commenced in respect of the Custom/Self Build Dwelling Land within ten working days of the date on which marketing commences.
- 3.5 If at the end of the Marketing Period the Landowner has been unable to sell any or any part of the Custom/Self Build Dwelling Land the Landowner shall either:
- (a) continue to market the Custom/Self Build Dwelling Land; or
 - (b) at any time thereafter notify the Council in writing that it has been unable to sell the Custom/Self Build Dwelling Land or any part thereof, together with a plan showing those parts that it has been unable to sell, and that it intends to dispose of or otherwise deal as it wishes with the remaining Custom/Self Build Dwelling Land free of the restrictions and obligations contained in this Part 1
- 3.6 Following the Landowners' service of a notice on the Council pursuant to paragraph 3.5(b) above the Landowner and the Custom/Self Build Dwelling Land identified in that notice shall be released from the restrictions and obligations contained in this Part 1.

4 ACCESSIBLE DWELLINGS

- 4.1 The Landowner shall provide on the Application Site a minimum of 50% Accessible Dwellings.
- 4.2 The Landowner shall provide on the Application Site a minimum of six Wheelchair Accessible Dwellings.
- 4.3 The Landowner shall ensure that the Dwellings that are proposed as Accessible Dwellings or Wheelchair Accessible Dwellings in compliance with the obligations at paragraphs 4.1 and 4.2 of this Schedule are clearly demonstrated on each Reserved Matters Submission.

SCHEDULE 3

COUNCIL CRITERIA FOR DISCOUNT MARKET SALE UNITS

1 REQUIREMENTS

- 1.1 Applicants must meet the financial criteria in paragraph 2 of this Schedule 3. Where more than one application is received they will be assessed and prioritised in accordance with paragraph 3 of this Schedule.

2 FINANCIAL CRITERIA

- 2.1 The financial criteria which is required to be met is as follows:

- (a) Maximum household income of £80,000.00; and
- (b) Unable to purchase a home a suitable for the applicant's needs without assistance; and
- (c) Savings must not exceed 30% of the discounted property price

3 HOUSING NEEDS

- 3.1 Priority will be given to;

- (a) Those living in unsuitable housing conditions
- (b) Existing Social Housing Tenants
- (c) MOD Personnel
- (d) First Time Buyers

4 HOUSEHOLD SIZE ELIGIBILITY

- 4.1 Applicants will be assessed for their household bedroom requirements, priority will be given to households who can demonstrate a genuine need for the property applied for as follows:

Household size	2 bedroom 4 person property	3 bedroom 5 person property
Single person / couple	Low priority	Low priority
Single person / couple and 1 dependent child	Medium priority	Medium priority
Single person / couple and 2 dependent children	Highest Priority	Highest priority
Single person / couple and 3 dependent children	Not eligible	Highest priority
Single person / couple and 4+ dependent children	Not eligible	Not eligible

SCHEDULE 4

OPEN SPACE PROVISIONS

1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings:

Management Company	<p>a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Landowner for the purposes of carrying out future maintenance of the Public Open Space and:</p> <ul style="list-style-type: none">(a) which is incorporated in England and Wales;(b) which has a registered office in England;(c) whose primary objects permit it to maintain and renew the Public Open Space;(d) be an organisation with an appropriate level of public liability insurance;(e) have or have the means to engage and/or employ an appropriate level of qualified personnel who have the ability capacity and necessary equipment to manage and maintain the Public Open Space in accord with the approved Public Open Space Scheme;
Play Area	<p>the open space (400 sq m in size) for the provision of play for toddlers and juniors up to the age of 14 years old and in compliance with the requirements for a Locally Equipped Area for Play at set out in Annex 2 to this Agreement;</p>
Playing Pitch Contribution	<p>to be calculated as follows:</p> <p>a x b = c</p> <p>a is the number of Dwellings to be constructed on the Site</p> <p>b is £277.23</p> <p>c is the total Playing Pitch Contribution</p> <p>such sum to be an Indexed Sum as defined in clause 6.4 of this Agreement for the provision of new playing pitches or improvement of existing playing pitches within a two mile radius of the Development and for the maintenance of such pitches;</p>
Public Open Space	<p>that part of the Development consisting of any open spaces in the Site including the Play Area that are not to be transferred to any occupier of the Dwellings subject to amendment from time to time with the written approval of the Council;</p>

Public Open Space Scheme a scheme for the location, layout, proposed public access (if any) and planting details, timing of delivery in relation to completion of the Dwellings within that Phase and the future management and maintenance of the Public Open Space and Play Area as part of the Development to be submitted in accordance with this Agreement.

2 The Landowner covenants with the Council:

2.1 Not to Commence Development on any Phase within which Public Open Space is to be provided unless the Public Open Space Scheme is submitted by the Landowner and approved in writing by the Council. A draft Public Open Space Scheme shall be submitted by the Landowner as part of each and every Reserved Matters Submission within which Public Open Space is to be provided.

2.2 To submit to the Council for approval the Public Open Space Scheme for all or any remaining areas of Public Open Space with the final Reserved Matters Submission.

2.3 To construct and complete the Play Space for use by the public prior to occupation of 50% of the Dwellings.

2.4 Within 30 working days (or within such other time period that the Council may reasonably require and which may be agreed in writing between the Council and the Landowner within the said initial 30 working day period) of the Council receiving the Public Open Space Scheme from the Landowner the Council will notify the Landowner in writing of its approval to the Public Open Space Scheme proposed by the Landowner or will acting reasonably provide in writing its proposed amendments to the Public Open Space Scheme pursuant to which the Landowner acting reasonably shall submit a revised Public Open Space Scheme incorporating those amendments as are reasonable and accepted provided that if the Council does not notify the Landowner of its approval or proposed amendments to the Public Open Space Scheme within 30 working days (or such other period of time that may be agreed) it shall be deemed that the Council has approved the Public Open Space Scheme submitted by the Landowner for that particular Phase and further provided that if agreement cannot be reached between the Council and the Landowner within 45 days of the date of the submission to the Council (or such other period of time that may be agreed) then the provisions of clause 8 relating to expert determination can be invoked by any party in relation to only those matters that are in dispute.

2.5 Upon receipt of the Council's written approval or deemed approval to a Public Open Space Scheme pursuant to paragraph 2.1 (or upon receipt of expert determination in relation to the Scheme(s) if applicable) the Landowner shall implement and provide the Public Open Space in accordance with the approved Public Open Space Scheme subject to any variation to implementation and provision contained in the implementation programme agreed as part of the Public Open Space Scheme and any variations that may be agreed in writing from time to time between the Landowner and in those areas where public access is identified in the approved Public Open Space Scheme shall:

- (a) (subject to paragraphs 2.8 and 2.9 below) allow the public access to those areas on foot and where applicable bicycle only at all times;
- (b) construct those areas forming a pedestrian thoroughfare to the standards required by the relevant Planning Condition(s); and

in all areas of the Public Open Space ensure that it is kept in a clean and tidy state and properly maintained in accordance with the approved Public Open Space Scheme(s).

- 2.6 Upon the Public Open Space in relation to a Phase or Phases being completed the Landowner will serve notice on the Council confirming completion and upon the Public Open Space being completed to the Council's reasonable satisfaction in accordance with the approved Public Open Space Scheme the Landowner will either:
- (a) maintain and manage in perpetuity the Public Open Space in accordance with the Public Open Space Scheme (or any variation that may be agreed in writing between the Landowner and the Council from time to time) in default of which the Council shall be entitled (upon giving reasonable prior written notice to the Landowner) to carry out any maintenance works reasonably required to the Public Open Space and recover the proper and reasonable costs and expense involved from the Landowner; or
 - (b) transfer title for the Public Open Space to a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on the terms agreed between the Landowner and the Management Company in consultation with the Council and all further maintenance shall be thereafter carried out by the Management Company provided that it shall be a term of the transfer that the Management Company will:
 - (i) maintain and manage in perpetuity the Public Open Space in accordance with this Agreement and the Public Open Space Scheme as the case may be or any variations that may be agreed in writing from time to time in respect of the Public Open Space Scheme; and
 - (ii) only allow the use of the Public Open Space as set out in the Public Open Space Scheme for landscaping, open areas of land, for public access and recreation and for no other purpose;
 - (iii) and the Landowner shall give the Council written notice of which of paragraphs 2.5(a) or 2.5(b) it has selected within ten working days of Practical Completion of the construction of the first Phase within which Public Open Space is provided.
- 2.7 The Public Open Space Scheme (including the location of the land to be provided as Public Open Space) may be amended from time to time with the written agreement of the Landowner and the Council.
- 2.8 To allow public access to those areas identified in the Public Open Space Scheme as open to members of the public subject to the following provisions:
- (a) access shall be subject to such other requirements and regulations as may from time to time be imposed by the Landowner 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 approval;
 - (b) the Landowner may erect notices on the Public Open Space and access to them will be denied by the Landowner for one day each year in order to prevent public rights of way or common rights coming into being; and
 - (c) access may be denied by the Landowner for the maintenance, repair, cleansing or renewal of the Public Open Space or any building or land abutting it subject to the Council's prior approval.

- 2.9 The Landowner may close the Public Open Space identified by the Public Open Space Scheme as open to members of the public or any part thereof for reasonable periods by reason of:
- (a) emergency;
 - (b) cleansing, maintenance and repair;
 - (c) at the direction of the emergency services or other lawful authority; or
 - (d) construction activities whilst the Development is being built save that closure for this reason shall be subject to the Council's prior approval.
- 2.10 To pay the Council the Playing Pitch Contribution and Indexed Linked Sum:
- (a) prior to Occupation of 10% of the Dwellings in every Phase; and
 - (b) not to allow Occupation of more than 10% of the Dwellings until the Playing Pitch Contribution plus Indexed Linked Sum for that Phase has been paid.

Council Obligations.

- 3 The Council covenants with the Landowner to:
- 3.1 account for and refund any unexpended balance of the Playing Pitch Contribution to the party that paid the contribution in accordance with the provisions of clause 5.1.
 - 3.2 to confirm receipt of each and every payment to the Council.

SCHEDULE 5

AIR QUALITY MONITORING

1 DEFINITIONS

- 1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings;

Air Quality Monitoring Contribution the sum of Fifty Pounds (£50.00) per Dwelling in every Phase payable to the Council for the provision of monitoring the air quality for NO_x and PM₁₀ in the Cheadle Area.

2 LANDOWNER COVENANTS

The Landowner covenants with the Council as follows:

2.1 Air Quality Monitoring Contribution

- (a) To pay to the Council the Air Quality Monitoring Contribution plus Indexed Linked Sum on or before the Commencement of Development and if Development shall come forward in a Phase shall pay the Air Quality Monitoring Contribution plus Indexed Linked Sum on or before the Commencement of Development of each and every Phase.
- (b) Not to Commence Development of any Phase before the Air Quality Monitoring Contribution plus Indexed Linked Sum has been paid to the Council.

SCHEDULE 6

HEALTH

1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings;

Health Contribution the sum to be calculated in accordance with this Schedule payable to the SSICB for the future adaptation/expansion of premises within the Moorlands Rural PCN;

Index the BCIS All-In Construction Tender Price Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation;

Index Linked increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:

A = the figure for the Construction Tender Price Indices that applied immediately preceding the date of actual payment

B = the figure for the Construction Tender Price Indices that applied when the index was last published prior to the date of this deed;

SSICB the Staffordshire and Stoke-on-Trent Integrated Care Board with responsibility for the commissioning and oversight of NHS services in the Moorlands Rural PCN, the area in which the Application Site is located;

2 LANDOWNER COVENANTS

The Landowner covenants with the Council as follows:

2.1 Health Contribution

- (a) To pay to the SSICB the Health Contribution to be Index Linked and calculated in accordance with the number of Dwellings to be provided on each and every Phase utilising the methodology set out in the letter from the SSICB dated 15/03/2024 and attached to this Agreement at Annex 3 on or before the Commencement of Development of that Phase.
- (b) Not to Commence Development of any Phase before the Index Linked Health Contribution relating to that Phase has been paid to the SSICB.
- (c) To provide to the Council within 21 days in respect of any payment made to the SSICB evidence of such payment having been made

SCHEDULE 7

EDUCATION

1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings:

Primary Education Contribution means the sum to be calculated using the following formula:-

$a \times b =$ the contribution which shall be Index Linked

where

"a" is the number of Dwellings as are agreed through Reserved Matters Approvals to be constructed as part of the Development

and

"b" is the sum of £8,446

payable to the County Council for the provision of a new primary school and/or towards the provision of additional capacity at an existing primary school in the Cheadle Town school planning place area;

Reserved Matters Application means a reserved matters application submitted pursuant to and in compliance with the Planning Permission;

Reserved Matters Approvals means the approval of any Reserved Matters Application.

2 LANDOWNER COVENANTS

The Landowner covenants with the Council and with County Council as follows:

2.1 Primary Education Contribution

(a) To pay to the County Council the Primary Education Contribution in respect of each Phase as follows:

(i) 30% on or before Commencement of the Phase;

(ii) 30% on or before Occupation of thirty percent (30%) of the Dwellings in a Phase;

(iii) 40% on or before Occupation of sixty percent (60%) of the Dwellings in a Phase.

3 DECLARATIONS

3.1 For the purposes of clause 5.1

(a) The County Council shall be deemed to have expended the Primary Education Contribution if it has incurred and met expenditure for the purpose for which the

Primary Education Contribution is to be used prior to that amount actually being received or due under this Agreement; and

- (b) Any part of the Primary Education Contribution which has not yet been paid out by the Council but has been committed to be paid by a contract prior to the expiry of the ~~ten~~fifteen year period shall be deemed to have been expended.

SCHEDULE 8

~~HIGHWAY~~HIGHWAYS

1 DEFINITIONS

1.1 The following words and expressions for the purpose of interpretation of this Schedule shall have the following meanings:

Annual Performance Report	the annual reports to be submitted for a period of five years from the first Dwelling Occupation, indicating how the Travel Plan has been performing and if appropriate the proposals and/or remedies to improve performance of the Travel Plan to meet the agreed objectives and targets described in the Travel Plan;
Bus Service Contribution	the sum of Seven Hundred and Fifteen Pounds (£715.00) per Dwelling Index Linked payable to the County Council for the provision of a local bus service;
Pedestrian Improvement Contribution I	the sum of Seventeen <u>Fifty</u> Thousand Pounds (£ 17,000 <u>50,000.00</u>) Index Linked payable to the County Council for the pedestrian improvements comprising of dropped crossings and tactile paving on both side of the road between the Application Site and Cheadle town centre;
Pedestrian Improvement Contribution II	the sum of Fifty <u>Seventeen</u> Thousand Pounds (£ 50,000.00 <u>17,000</u>) <u>Index Linked</u> payable to the County Council for the formal pedestrian crossing facilities in Cheadle town centre;
Travel Plan	the Travel Plan appended to this Agreement at Annex 4;
Travel Plan Sum	a sum of Ten Thousand Pounds (£10,000.00) Index Linked to be paid for the monitoring and review of the Travel Plan.

PART 1

TRAVEL PLAN

1 LANDOWNER COVENANTS

The Landowner covenants with the Council and with the County Council as follows:

- 1.1 To pay the Travel Plan Sum to the County Council prior to Commencement; and
 - (a) not to Commence the Development without having first paid the Travel Plan Sum to the County Council; and
 - (b) to notify the Council that the Travel Plan Sum has been paid to the County Council within 14 days of such payment.
- 1.2 To implement the Travel Plan in accordance with the proposals, targets, measures and programme of implementation set out within it.
- 1.3 To produce and submit to the County Council an Annual Performance Report (which shall include, as appropriate, the proposals and/or remedies required as set out in the Travel Plan) for approval in writing in respect of all or each part of the Development in accordance with the Travel Plan. In the event that an Annual Performance Report is submitted which does not in the opinion of the County Council achieve the objectives and/or targets of the Travel Plan to submit proposals and/or remedies in accordance with the Travel Plan to the County Council for its approval in writing. This process shall be repeated as often as necessary until such revised proposals and/or remedies to the Travel Plan are approved in writing by the County Council.
- 1.4 To implement the Travel Plan and any modifications arising from an Annual Performance Report approved by the County Council.
- 1.5 To submit a copy of any modified Travel Plan (following Annual Performance Report or otherwise) approved by the County Council to the Council.
- 1.6 To meet with the County Council on request and within three weeks of the request being made.

2 COUNTY COUNCIL COVENANTS

The County Council covenants with the Landowner as follows:

- 2.1 To undertake with the Travel Plan co-ordinator(s) the on-going monitoring and review of the Travel Plan in accordance with the requirements therein.
- 2.2 To provide support and advice to the Travel Plan co-ordinator(s) in implementing the Travel Plan.
- 2.3 To use the Travel Plan Sum solely in connection with the Travel Plan.
- 2.4 To respond to the Landowner's Travel Plans and associated Annual Performance Reports within three weeks of receipt with either written approval or in the event of the Travel Plan and/or Annual Performance Report being unacceptable to the County Council the reasons (which shall be reasonable) to explain to the Landowner why a revised Travel Plan and/or revised proposals and/or remedies will need to be submitted for approval in writing by the

County Council for the approval of the Travel Plan and/or Annual Performance Report in accordance with the Travel Plan.

- 2.5 To advise the Council of instances where the Landowner has not complied with the Travel Plan (following Annual Performance Reports or otherwise) in order for the Council to consider whether enforcement proceedings are necessary.
- 2.6 To submit a copy of any revisions to the Travel Plan (following Annual Performance Report or otherwise) approved by the County Council to the Council.

PART 2

OTHER FINANCIAL OBLIGATIONS

1 The Landowner covenants with the Council and with County Council as follows:

1.1 Bus Service Contribution

- (a) To pay to the County Council the Bus Service Contribution on or before the Occupation of ~~50%~~any of the Dwellings.
- (b) Not to Occupy ~~more than 50%~~any of Dwellings before the Bus Service Contribution has been paid to the County Council.

1.2 Pedestrian Improvement Contribution I

- (a) To pay to the County Council the Pedestrian Improvement Contribution I on or before the Occupation of ~~50%~~any of the Dwellings.
- (b) Not to Occupy ~~more than 50%~~any of Dwellings before the Pedestrian Improvement Contribution I has been paid to the County Council.

1.3 Pedestrian Improvement Contribution II

- (a) To pay to the County Council the Pedestrian Improvement Contribution II on or before the Occupation of ~~50%~~any of the Dwellings.
- (b) Not to Occupy ~~more than 50%~~any of Dwellings before the Pedestrian II Contribution has been paid to the County Council.

EXECUTED as a **DEED** (but not delivered until the date hereof)
by affixing the company seal of
STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL
in the presence of

Director _____

Director/Secretary _____

THE COMMON SEAL of
STAFFORDSHIRE COUNTY COUNCIL
was affixed to this Deed in the presence of:
in the presence of

Director _____

Director/Secretary _____

EXECUTED as a **DEED** by
BLOOR HOMES LIMITED
acting by **[name of director]**
a director

Director _____

in the presence of

Signature of witness _____

Name (IN BLOCK CAPITALS) _____

Address _____

I confirm that I was physically present when _____ signed this deed

**EXECUTED as a DEED by
EDWARD THOMAS PEMBERTON**

Signature

in the presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

I confirm that I was physically present when _____ signed this deed

**EXECUTED as a DEED by
NATIONAL WESTMINSTER BANK PLC**
acting by **[name of director]**
a director

Director

in the presence of

Signature of witness

Name (IN BLOCK CAPITALS)

Address

I confirm that I was physically present when _____ signed this deed

ANNEX 1

PLAN 1

ANNEX 2

THE REQUIREMENTS OF A LOCALLY EQUIPPED AREA FOR PLAY (LEAP)

- Has a minimum activity zone area of 400 square meters
- Caters for children from 4 to 8 years of age
- Has a buffer zone of not less than 10m in depth between the edge of the activity zone and the boundary of the nearest dwelling and a minimum of 20m between the activity zone and the habitable room façade of the dwelling
- Should not have play equipment overlooking nearby gardens
- Is positioned beside a pedestrian pathway on a well used route
- Occupies a well drained site with a grass or a hard surface and features an appropriate impact absorbing surface beneath and around the play equipment conforming to EN1177 or subsequent equivalent standard as may be introduced in future
- Contains at least five types of play equipment, two of which at least are individual pieces rather than part of a combination multi play unit, and each type of play equipment should be designed to stimulate one of the following activities:
 - Balancing
 - Rocking
 - Climbing/Agility
 - Sliding
 - Social play
 - Additional items may focus upon rotating, swinging, jumping, crawling, viewing, counting or touching
- The playground equipment must conform to EN1176 or subsequent equivalent standard as may be introduced in future.
- Contains two benches seating a minimum of three people for parents and/or carers
- Contains a litter bin
- Has fencing of at least 1m in height around the perimeter of the activity zone, with two outward opening self closing gates on opposite sides of the play area, to deter entry by dogs and to restrict opportunities for bullying
- Has a sign indicating:
 - the area is solely for use by children;
 - adults are not allowed unless accompanied by children;
 - dogs are excluded;

- name and telephone number of the operator of the facility to report any incident or damage to the play equipment;
- location of the nearest public telephone.

ANNEX 3

LETTER FROM THE SSICB DATED 15/03/2024

ANNEX 4
TRAVEL PLAN

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 30/01/2025 11:59:10	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://imanager.gowlingwlg.com/LEGAL02/113703751/3	
Modified DMS: iw://imanager.gowlingwlg.com/LEGAL02/113796554/2	
Changes:	
<u>Add</u>	32
Delete	29
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	61