

Dated

11 February

2019
~~2018~~

AYLESBURY VALE DISTRICT COUNCIL (1)

-and-

JOHN GERARD STACEY GRAINGE (2)

DEED OF PLANNING OBLIGATION

Under Section 106 of the Town and Country Planning Act 1990 and other enabling powers
Relating to Land to the North of Little Horwood Road, Great Horwood

HB Public Law

working in collaboration with you

HB Public Law

PO Box 2

Civic Centre

Harrow

Middlesex

HA1 2UH

DX 30450 HARROW 3

Ref: PT/AVDC-PL999-035936

THIS DEED is made the 11 day of February 2019
~~2018~~

BETWEEN:

- (1) **AYLESBURY VALE DISTRICT COUNCIL** of The Gateway, Gatehouse Road Aylesbury, Buckinghamshire HP19 8FF ("the District Council")
- (2) **JOHN GERARD STACEY GRAINGE** of Redfield Farm, Winslow, Buckinghamshire MK18 3LZ ("the Owner")

RECITALS

- (1) The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated and by whom the obligations in this Deed are enforceable
- (2) The Owner is the freehold owner of the Land which forms part of the land registered at HM Land Registry under title number BM194195
- (3) On 6 May 2016, the District Council received the Planning Application to carry out the Development
- (4) On 3 April 2017, the District Council decided to defer determination of the Planning Application to be approved following completion of this Deed
- (5) The District Council has confirmed that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development in compliance with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and that no more than five (5) obligations have been entered into by the District Council which provide for the funding or provision towards a project or towards a type of Infrastructure for which the same obligations are secured by this Deed in accordance with Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended)
- (6) The Parties have accordingly agreed to enter into this Deed to secure the planning obligations contained in this Deed with the intention that the obligations would be binding not only upon the Parties but also upon their successors in title and any

person claiming or deriving title through under or in trust for them

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1. In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

"the 1972 Act"	means the Local Government Act 1972 (as amended)
"the 1976 Act"	means the Local Government (Miscellaneous Provisions) Act 1976
"the 1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"the 2011 Act"	means the Localism Act 2011
"Affordable Dwellings"	means 5 of the total number of Dwellings to be constructed on the Land as part of the Development the types numbers and tenure of which are to be detailed in the Affordable Housing Plan and which are to be provided as Affordable Housing in accordance with the Tenure Mix and made available for Occupation by Eligible Households unless otherwise specified in this Deed
"Affordable Dwellings for Rent"	means the dwellings forming part of the Affordable Dwellings which are to be made available for letting at an Affordable Rent to Eligible Households
"Affordable Housing"	means housing that complies with the requirements of Annex 2 to the National

	<p>Planning Policy Framework 2018 (or any successor policy or guidance issued thereto) and which is to be provided to specified Eligible Households whose incomes are insufficient to enable them to buy or rent housing available locally on the open market and which:-</p> <p>(a) meets the needs of Eligible Households including availability at a cost low enough for them to afford determined with regard to local incomes and local house prices; and</p> <p>(b) includes provision for the home to remain at an affordable price for future Eligible Households or if these restrictions are lifted for the subsidy to be recycled for alternative affordable housing provision</p>
<p>"Affordable Housing Plan"</p>	<p>means a drawing to be submitted to the District Council for approval and which identifies the location and agreed mix of all the Affordable Dwellings to be constructed on the Land including the principal vehicular and cycleway access to the Affordable Dwellings</p>
<p>"Affordable Rent"</p>	<p>means (in accordance with the National Planning Policy Framework 2018 (or any successor policy or guidance issued thereto)) rent charged by the Association to Eligible</p>

	<p>Households at a rate not to exceed 80% of the local market rent for an equivalent property of the same size and location such that the total rent charged shall be:</p> <p>(a) inclusive of service charge; and</p> <p>(b) capped for 12 months at a level equal to or below that of the Local Housing Allowance Rate.</p>
"Amenity Land"	<p>means all those parts of the Land which are informal open space including amenity areas, verges or areas of landscaping forming part of the Development and all areas (not privately owned) in and around the Dwellings the exact position of which is to be agreed by the District Council as part of the Open Space Land Scheme as set out in the Fourth Schedule hereto and which shall not be or construed to be open space within the meaning of the Open Spaces Act 1906</p>
"Association"	<p>means a housing association or a housing trust registered as a provider of social housing (pursuant to section 111 of the Housing and Regeneration Act 2008) with Homes England or its successors which has been chosen from the Preferred Partners List or such other association or body as may be approved in writing by the District Council and the expression "Associations" shall be construed</p>

	accordingly
"Broad Rental Market Area"	<p>means an area the boundaries of which are defined by the Valuation Office Agency and within which a person could reasonably be expected to live having regard to facilities and services for the purposes of health, education, recreation, personal banking and shopping, taking account of the distance of travel, by public and private transport, to and from those facilities and services and which contains:</p> <ul style="list-style-type: none"> (a) residential premises of a variety of types including such premises held on a variety of tenures; and (b) sufficient privately rented residential premises, to ensure that the local housing allowance rate for the area is representative of the rents that a landlord might reasonably be expected to obtain in that area
"Chargee"	<p>means any mortgagee or chargee (including a successor in title) of the Association or individual owner or lessee (as the case may be) of any Affordable Dwelling and includes any receiver or manager or administrator (including any receiver appointed pursuant to the Law of Property Act 1925) or a housing administrator or any person appointed under any security documentation to enable such</p>

	mortgagee or chargee to realise its security in respect of an Affordable Dwelling
"Commencement of the Development"	<p>means commencement of the Development by the carrying out of a material operation (as defined in Section 56(2) of the 1990 Act) other than (for the purpose of this Deed only) operations consisting of:</p> <ul style="list-style-type: none"> (a) site clearance (b) demolition work (c) archaeological investigations (d) investigations for the purpose of assessing ground conditions (e) remedial works in respect of any contamination or other adverse ground conditions (f) diversions and laying of services (g) erection of any temporary means of enclosure and (h) the temporary display of site notices or advertisements <p>and the word "Commence" and "Commenced" shall be construed accordingly</p>
"Common Housing Register Agreement"	means an agreement between the District Council and registered providers of social housing for the purpose of establishing and maintaining a common housing register including a choice based lettings scheme

<p>"Commuted Sum"</p>	<p>means the sum of £23,520 calculated at a rate of £58,800 (fifty eight thousand eight hundred) per hectare of the Open Space Land and LEAP (or such higher figure as may be specified in updated versions of Appendix A to the Good Practice Guide which is in force at the time when a particular area of the Open Space Land and LEAP is ready to be transferred to the Parish Council) such sum to be increased by the amount (if any) equal to the rise in the Index from the date of this Deed until the date actual payment of the sum and which is to be paid by the Owner to the District Council for the future maintenance of the Open Space Land and LEAP</p>
<p>"Completion"</p>	<p>means in relation to any of the Dwellings the date on which the relevant Dwelling is certified as completed by the National House Building Council (or such other body replacing it) or by the District Council's building control officer (or other relevant officer of the District Council) or by the Owner's architect and in relation to the Development as a whole this means the date on which the last Dwelling has been so certified and the word "Completed" shall be construed accordingly</p>
<p>"Development"</p>	<p>means the residential development of 15 dwellings on 0.5ha of Land to the North of</p>