

Dated 29 AUGUST 2017

**AYLESBURY VALE DISTRICT COUNCIL (1)**

-and-

**BUCKINGHAMSHIRE COUNTY COUNCIL (2)**

-and-

**THOMAS EDWIN WATTS (3)**

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**DEED OF PLANNING OBLIGATION**

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

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**HB Public Law**

PO Box 2  
Civic Centre  
Harrow  
Middlesex  
HA1 2UII

DX 30450 HARROW 3  
Ref: AH/AVDC-PL999-030049

THIS DEED is made the 29<sup>th</sup> day of August 2017

**BETWEEN:**

- (1) **AYLESBURY VALE DISTRICT COUNCIL** of The Gateway, Gatehouse Road Aylesbury, Buckinghamshire HP19 8FF ("**the District Council**")
- (2) **BUCKINGHAMSHIRE COUNTY COUNCIL** of County Hall Aylesbury, Walton Street, Aylesbury, Buckinghamshire HP20 1UA ("**the County Council**")
- (3) **THOMAS EDWIN WATTS** of Oak Tree Farm, Thornborough Road, Nash, Milton Keynes MK17 0HN. ("**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 County Council is the local education authority for the County of Buckinghamshire and is responsible for the provision of facilities for the education of children within the District of Aylesbury Vale and is also the highway and planning authority for the area in which the Land is situated
- (3) The Owner is the freehold owner of the Land registered at HM Land Registry under BM169230.
- (4) The Parties are satisfied 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)
- (5) The Planning Application has been submitted to the District Council to carry out the

Development

- (6) The District Council resolved by its Planning Manager's delegated powers to grant the Planning Application subject to the completion of this Deed
- (7) The Parties are satisfied 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)
- (8) 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

## **1. INTERPRETATION**

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

|   |  |
|---|--|
| <b>"the 1972 Act"</b>                               | means the Local Government Act 1972 (as amended)                                     |
| <b>"the 1976 Act"</b>                               | means the Local Government (Miscellaneous Provisions ) Act 1976                      |
| <b>"the 1990 Act"</b>                               | means the Town and Country Planning Act 1990 (as amended)                            |
| <b>"the 2011 Act"</b>                               | means the Localism Act 2011  |
| <b>"Accessible and Adaptable Dwelling Standard"</b> | means constructed as a category 2– accessible and adaptable dwelling as described in |

Approved Document M of the Building Regulations 2010 – ‘Access to and use of buildings’

**“Affordable Dwellings”**

means 10 (ten) 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

**“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 to be provided in accordance with the NPPF to specified Eligible Households whose incomes are insufficient to enable them to buy or rent housing available locally on the open market and which:-

- (1) 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

- (2) 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

**“Affordable Housing Plan”**

means a drawing to be submitted to the District Council for approval and which identifies the locations the distribution and agreed mix of all the Affordable Dwellings together with the principal vehicular and cycleway accesses to the Affordable Housing

**“Affordable Rent”**

means rent charged by the Association to Eligible 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:

- (a) inclusive of service charge; and
- (b) capped for 12 months at a level equal to or below that of the Local Housing Allowance Rate

**“Amenity Land”**

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 indicative position of which is identified and delineated on the 'Plan showing Amenity Land' Drawing No. 3071.104, the exact position of which is to be agreed by the District Council as part of the Amenity Land Scheme as set out in the Seventh Schedule hereto and which shall not be or construed to be open space within the meaning of the Open Spaces Act 1906

**“Amenity Land Scheme”**

means a scheme to be submitted to and approved by the Council in accordance with this Deed detailing the areas of Amenity Land to be provided within the Development and the arrangements to be put in place for the future maintenance and management of the Amenity Land by a Management Company

**“Broad Rental Market Area”**

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:

- (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”**

means a mortgagee or chargee of the Association or any receiver or manager (including an administrative receiver or manager ) appointed pursuant to the Law of Property Act 1925

**“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

**“Community Transport”**

means the provision of community transport services where commercial or conventional bus routes are not viable, these are either demand-responsive or fixed route transport services, available to the public, operating and run under

section 22 permits. These are generally used in areas that are geographically isolated such as rural villages to improve the transport sustainability and accessibility of a development.

**“Community Transport Contribution”**

means the sum of £20,000.00 (TWENTY THOUSAND POUNDS AND ZERO PENCE) to be used by the Council for the purpose of Community Transport

**“Completion”**

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) 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

**“Councils”**

means the District Council and the County Council and the expression **“Council”** shall mean either the District Council or the County Council as appropriate in the context

**“Development”**

means the residential development of up to 30 dwellings with associated amenity green space



and sustainable drainage.

**“Dwellings”**

means the Affordable Dwellings and the Market Housing Dwellings and the expression **“Dwelling”** shall be construed accordingly

**“Education Contribution”**

means a sum calculated in accordance with the formula contained in the Fifth Schedule hereto and with the details to be submitted as part of the reserved matters application approved pursuant to the Planning Permission such sum to be increased by the amount (if any) equal to the rise in the Index from the date hereof to the date the payment is due which is to be paid by the Owner to the County Council to be spent towards the expansion of Buckingham School through the provision of additional dining facilities or such other identified education project (in accordance with reg 123(3) as identified by the County Council and notified to the Owner)

**“Eligible Households”**

means those persons who are assessed by the District Council and/or the Association as being unable to meet their housing needs requirements in the private sector market because of the relationship between housing costs and incomes

**“First Reserved Matters Application”**

the first application to be made to the District Council as local planning authority for approval of the matters set out in the Planning Application and the appropriate conditions of the Planning Permission as being reserved for subsequent approval by the District Council

**“Fully Serviced and Constructed”**

means that each of the Affordable Dwelling has been completely constructed and connected to mains services including gas (if provided to the Development) water electricity sewerage and telephone services with sufficient vehicular and pedestrian access over those parts of the Land to be laid out as footway and highway which shall mean that the footway and highway to serve each Affordable Dwelling is fully constructed to the highway authority’s adoptable standards in two stages namely:-

- (1) to base course during the construction of the Development; and
- (2) upon Completion of the Development to the full specification required to enable adoption to take place

**“Index”**

means the Buildings Costs Information Service All-in Tender Price Index

**“Land”**

means the land against which the obligations in

this Deed may be enforced known as Land South Of Little Horwood Road Great Horwood Buckinghamshire and registered at the Land Registry under title number BM169230 and is shown for identification purposes edged red on the Plan

**“Local Housing Allowance Rate”**

means the local housing allowance rate from year to year applicable in the Broad Rental Market Area in which the Land is situated

**“Local Plan”**

means the Aylesbury Vale District Local Plan adopted by the District Council on 15 January 2004

**“Management Company”**

means a company (or companies) to be appointed by the Owner for the purpose of managing and maintaining the SUDS

**“Market Housing Dwellings”**

means those dwellings to be constructed on the Land as part of the Development and sold on the open market but excluding the Affordable Dwellings

**“Monitoring Contribution”**



means the sum of £600.00 (SIX HUNDRED POUNDS AND ZERO PENCE) to be paid by

*Handwritten initials: JF, W, and a signature.*

the Owner towards the District Council's costs *and the sum of £800.00 (EIGHT HUNDRED POUNDS) to be paid by the Owner towards the County Council's costs* of monitoring the obligations in this Deed

**“Nomination Agreement”**

means an agreement substantially in the form of the District Council's standard nomination

agreements annexed at Appendices A and B respectively to be entered into between the District Council and the Association and which relates to the nomination rights of the District Council in respect of the Affordable Dwellings and which sets out the process by which the Affordable Dwellings are to be Occupied

**“Occupation”**

means occupation by a resident of any of the Dwellings within the Development but not including occupation by personnel engaged in demolition, construction, fitting out, decoration or marketing or security or display and the word **“Occupy”** or **“Occupied”** shall be means a sum to be calculated in accordance with the Ready Reckoner on the basis of the details to be submitted as part of the First Reserved Matters Application such sum to be increased by the amount (if any) equal to the rise in the Index from the date of this Deed to the date of actual payment of the sum and which is to be paid by the Owner to the Council to be spent by the Council on the Open Space and Sport and Leisure Project construed accordingly

**“Open Space and Sport and Leisure**

means a sum to be calculated in accordance