

DATED 3rd November 2005

(S)

Blyth Valley Borough Council

And

Persimmon Homes Limited

And

The Honourable Matthew White Ridley

Agreement under Section 106 of the Town and Country Planning Act 1990 relating to the development of the land at Link House Caravan Park, Links Road, Blyth, Northumberland.

Legal and Democratic Services,
Civic Centre,
Renwick Road,
Blyth
NE24 2BX.

THIS DEED is made the 3rd day of November Two thousand and five between

- (1) The Blyth Valley Borough Council of Civic Centre, Renwick Road, Blyth in the County of Northumberland (hereinafter called "the Council"); and
- (2) Persimmon Homes Limited of Persimmon House, Fulford, York, North Yorkshire, YO19 4FE (CRN 4108747) (hereinafter called "the Developers"); and
- (3) The Honourable Matthew White Ridley of Blagdon Hall, Seaton Burn Newcastle Upon Tyne NE13 6DE (hereinafter called "the Owner").

INTERPRETATION

In this document unless the contrary intention appears the following terms shall have the following meaning ascribed to them

- a) "the Act" means the Town and Country Planning Act 1990 (as amended)
- b) "the Application Site" means the land comprising the former Link House Caravan Park (also known as the Gilhespy Green Caravan Park) at Links Road, Blyth in the County of Northumberland shown edged red on Plan 1 attached hereto.
- c) "the Blyth Links Area" shall mean that part of Blyth shown on Plan 2 comprising of the area of land to the west and south of the Application Site between the main road and Blyth Beach.
- d) "Commencement of Development" will be taken to be that action as defined by the Town & Country Planning Act 1990, s56 but which shall not include the demolition of existing buildings and site clearance, the identifying and remedying of contamination and the erection of temporary enclosures to ensure the security of the Application Site
- e) "the Development" means the development that is the subject of the Development Application
- f) "the Development Application" means application No. 05/00462/FUL lodged with the Council by the Developers on 23rd August 2005.
- e) "Plan 1" means the plan attached to this Agreement at Schedule 1 and marked as "Plan 1."
- f) "Plan 2" means the plan attached to this Agreement at Schedule 1 and marked "Plan 2."

- g) "the Planning Permission" means the planning permission to be granted pursuant to the Development Application in the form attached to this Agreement at Schedule 2.

WHEREAS

1. The Council is the Local Planning Authority for the purposes of enforcing planning obligations under Section 106 of the Act, which term will include its successors to its statutory functions.
2. The Owner is the owner in fee simple in possession of the Application Site being tenant for life under a trust made under the terms of the Settled Land Act 1925.
3. The Developers have an interest in the Application Site by virtue of a conditional contract with the Trustees of Viscount Ridley's 1968 Settlement entered into on the 28th July 2004.
3. By the Development Application the Developers applied to the Council for planning permission to develop the Application Site for the purposes set out in the Development Application.
4. The Council wishes to regulate the development of the Application Site and in particular wishes to secure a contribution towards the improvement of the Blyth Links Area and a contribution towards junction improvements on South Newsham Road to alleviate traffic conditions which would be added to by additional traffic generated by the Development.
5. The Council has agreed that it will issue the Planning Permission for the Development subject to (and simultaneously with) the making of this Agreement without which the Council would not have been willing to grant permission for the Development.

NOW THIS DEED WITNESSETH as follows:

1. This Deed is made pursuant to Section 106 of the Act and shall be construed as a planning obligation for the purpose of that Section and shall be enforceable by the Council against the Owner in accordance with the provisions of section 106(3) of the Act.
2. The Owner covenants with the Council to pay to the Council:
 - (1) the sum of £100,000.00 (one hundred thousand pounds) upon the Commencement of Development; and
 - (2) the sum of £100,000.00 (one hundred thousand pounds) upon the occupation of the fiftieth unit constructed pursuant to the Planning Permission

as a contribution towards the improvement of the Blyth Links Area as set out in the Blyth Links Masterplan.

3. The Council covenants with the Owner that the payment referred to in clause 2 above shall be paid into the separate account established by the Council known as "The Blyth Links Account" and the Council undertakes to use the money in the account as capital finance to provide improvements to the Blyth Links Area as set out in the Blyth Links Masterplan approved by resolution of the Council on March 2nd 2005 and any interest accruing to the account shall be held for the same purposes. The paid monies will be spent on such facilities and details of such provided upon request within a period of 5 years from receipt by the Council of such monies. In the event the monies are not used for their defined purpose within 5 years of the date of receipt it shall be returned to the Owner with any accrued interest.
4. The Owner covenants with the Council to pay to the Council the sum of £15,000.00 (fifteen thousand pounds) upon the occupation of the 100th unit constructed pursuant to the Planning Permission as a contribution towards the provision by the Council of junction improvement on South Newsham Road, Blyth.
5. The Council covenants with the Owner that the payment referred to in clause 4 above shall be paid into the separate account established by the Council known as "The Blyth Links Account" and the Council undertakes to use the money in the account as capital finance to provide traffic signals on South Newsham Road. The paid monies will be spent on such facilities and details of such provided upon request within a period of 5 years from receipt by the Council of such monies. In the event the monies are not used for their defined purpose within 5 years of the date of receipt it shall be returned to the Owner with any accrued interest.
6.
 - (1) Save as otherwise provided any dispute or difference which shall arise between the parties as to the construction of the Agreement or as to the respective rights duties and obligations of the parties under it or as to any other matter arising out of or connected with the subject matter of this Agreement shall by notice served on the other party in dispute ("the Dispute Notice") be referred to the decision of an Expert ("the Expert") whose decision shall save as to any manifest error be final and binding on the parties
 - (2) The Expert shall be appointed by agreement between the parties or (if within ten working days after service of the Dispute Notice the parties have been unable to agree) then on the application of either of the parties by such one of the following as they shall (subject as provided in sub paragraph (3) below)

agree to be appropriate having regard to the nature of the dispute of difference in question

- (i) The President for the time being of the Newcastle upon Tyne Incorporated Law Society
 - (ii) The President for the time being of the Royal Institution of Chartered Surveyors
- (3) If within twenty working days after service of the Dispute Notice the parties have been unable to agree which of the persons referred to in sub paragraph (2) is appropriate to appoint the Expert then the Expert shall be appointed on the application of either of the parties by the President for the time being of the Newcastle upon Tyne Incorporated Law Society or his duly appointed deputy or any other person authorised by him to make appointments on his behalf
- (4) The Expert shall give a written decision with reasons therefore and his costs and those relating to this appointment under sub paragraph (3) (if applicable) shall be shared in such proportion as he shall award but if his award is silent as to costs then such costs shall be shared equally between the parties
- (5) If the Expert shall fail to determine the matter in question and to give a written decision as provided by such paragraph (4) within three months of his appointment or such longer period (if any) as the parties shall agree or if he shall relinquish his appointment or die or otherwise fail or be unable to determine the same any party may apply under sub paragraph (3) for a substitute to be appointed in his place which procedure may be repeated as many times as necessary

7. It is declared as follows

- (1) The covenants in clauses 2, 3, 4 and 5 above shall only come into force upon the Commencement of Development.
- (2) The expression "the Council" shall include its successor(s) to its statutory functions as the party which pursuant to legislation is entitled to enforce the planning obligations hereby created and the expressions "the Owner" and "the Developer" shall include their successors in title and assigns to the Application Site.
- (3) The parties to this Agreement hereby covenant on behalf of themselves and their successors in title that no person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement after it has parted with its interest in the Application Site or the part thereof in respect of which such breach

occurs save in respect of any breach hereof at a time when it held such interest

(4) Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Application Site in accordance with a planning permission granted by the Council or by the Secretary of State for the Environment on appeal or reference to him after the date of this Agreement

(5) It is hereby agreed that the Planning Permission is permitted to be varied without the need to prepare a fresh planning obligation under Section 106 of the Planning Act or to enter into a deed of variation of this deed

8. (1) This Agreement shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

(2) Where in the opinion of the Owner the provisions of this Agreement have been completed and/or satisfied the Owner shall be entitled to make application to the Council for a certificate to the effect that the provisions of this Agreement have been completed and/or satisfied and upon the Council being reasonably satisfied the Council shall issue a certificate to such effect and forthwith remove this Agreement from the Register of Local Land Charges

9. For the avoidance of doubt it is hereby agreed and declared that in the event of the Development Application

(1) not being approved in the terms contained in the draft or at all

(2) being granted but superseded by planning permission for some other type of development incompatible with the Development Application or any subsequent development application or

(3) expiring or being revoked, or

(4) being quashed as a result of legal proceedings

this Agreement shall cease to apply in respect of that permission but without prejudice to the rights of any party against others

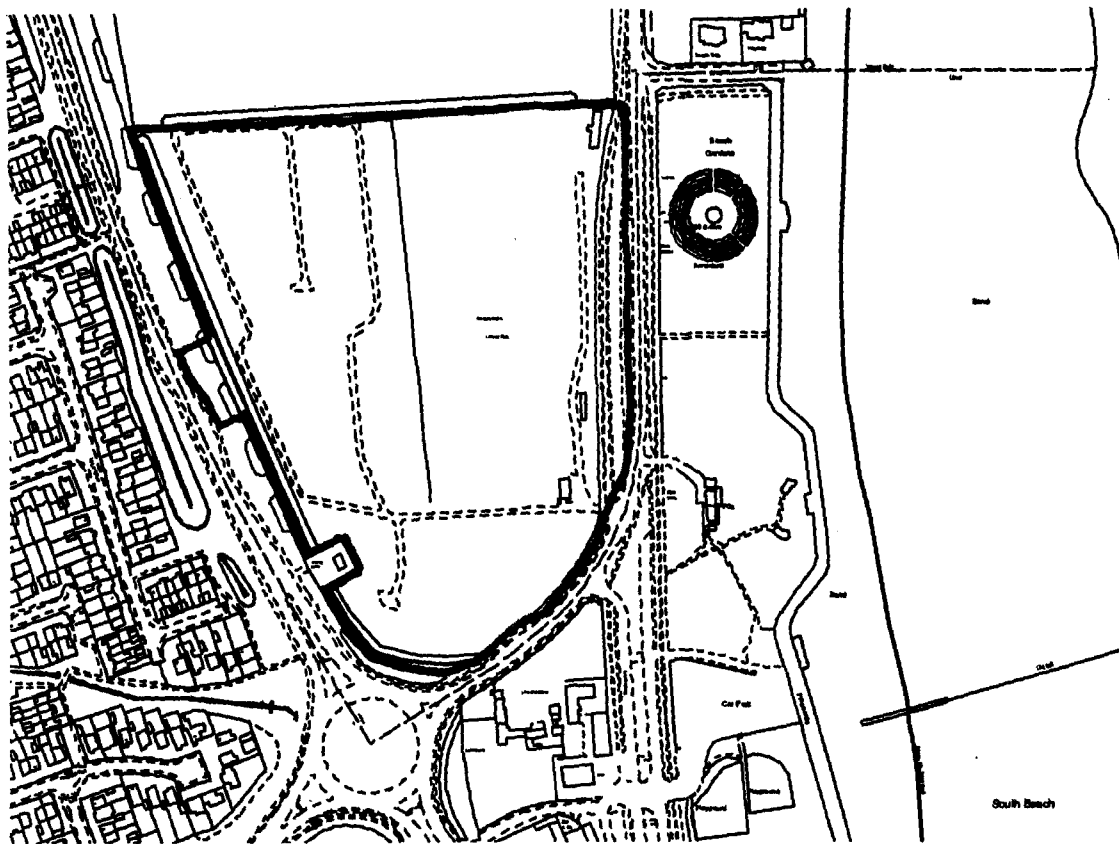
10. Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority

11. The Owner agrees to contribute the sum of £150 towards the costs of the Council in the preparation of this Agreement

12. This Agreement does not nor it is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.
13. For the avoidance of doubt it is hereby agreed that the covenants on the part of the Owner contained in this Agreement shall not be enforceable against purchasers, lessees or mortgagees of individual dwelling units forming part of the Development.

SCHEDULE 1

Plan 1



MAYOR *W Lobb*

~~HEAD OF LEGAL~~
SERVICE MANAGER *[Signature]*

PLAN REFERRED TO

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North



Plan 2



MAYOR *W. Cobb*

~~HEAD OF~~ ^{AS} LEGAL
SERVICES MANAGER

A handwritten signature in black ink, appearing to be 'J. [unclear]', written over the printed title of the Head of Legal Services Manager.

BLYTH LINKS MASTERPLAN AREA



North

Not to Scale

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BLYTH VALLEY BOROUGH COUNCIL, LICENCE No. LA007194 2005.

SCHEDULE 2

BOROUGH OF BLYTH VALLEY

**TOWN & COUNTRY PLANNING ACT 1990
TOWN & COUNTRY PLANNING GENERAL DEVELOPMENT PROCEDURES
ORDER 1995**

APPROVAL WITH CONDITIONS

Application No. : 05/00462/FUL

To:

**NATHANIEL LICHFIELD AND PARTNERS
GENERATOR STUDIOS
TRAFALGAR STREET
NEWCASTLE UPON TYNE
NE1 2LA**

Acting on behalf of:

PERSIMMON HOMES (NORTH EAST) LIMITED

In pursuance of their powers under the Act described above the Blyth Valley Borough Council as Local Planning Authority, hereby permit the carrying out of the following development:

RESIDENTIAL DEVELOPMENT FOR 216 UNITS COMPRISING 107 HOUSES, 40 TOWNHOUSES AND 69 APARTMENTS AND ASSOCIATED ROADS, INFRASTRUCTURE AND LANDSCAPING.

**LINK HOUSE GARDENS CARAVAN SITE LINKS ROAD BLYTH
NORTHUMBERLAND NE24 3PL**

as described in your application for Full Planning Permission received on 23 August 2005 subject to compliance with any other relevant statutory provisions and to compliance with the conditions listed on the attached schedule.

Decision Date :

Authorised Officer

BOROUGH OF BLYTH VALLEY

**LIST OF CONDITIONS AND REASONS FOR
APPLICATION No. 05/00462/FUL**

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: To ensure that the development is commenced within a reasonable period of time from the date of this permission.

2. No development shall commence until precise details of the materials to be used in the construction have been submitted to and approved by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: In the interests of visual amenity.

3. No development shall take place until full details of both hard and soft landscape works have been submitted to and approved in writing by the local planning authority and these works shall be carried out as approved. These details shall include proposed finished levels or contours; means of enclosure; car parking layouts; other vehicles and pedestrian access and circulation areas; hard surfacing materials; minor artifacts and structures (e.g. furniture, play equipment, refuse or other storage units, signs, lighting etc.); proposed and existing functional services above and below ground (e.g. drainage, power, communications cables, pipelines etc. indicating lines, manholes, supports etc.); retained historic landscape features and proposals for restoration, where relevant.

Reason: In the interests of visual amenity.

4. Soft landscape works shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; and an implementation programme.

Reason: In the interests of visual amenity.

5. All hard and soft landscaping works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed with the local planning authority.

Reason: In the interests of visual amenity.

6. No development shall take place until there has been submitted to and approved in writing by the local planning authority a plan indicating the positions, designs, materials and type of boundary treatment to be erected. The boundary treatment shall be completed before the dwellings are occupied in accordance with a timetable agreed in writing with the local planning authority. Development shall be carried out in accordance with the approved details.

Reason: In the interests of visual amenity.

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

Reason: To ensure that the works are carried out and maintained in a proper manner.

8. No development shall take place until a schedule of landscape maintenance for a minimum period of 5 years has been submitted to and approved in writing by the local planning authority. The schedule shall include details of the arrangements for its implementation. Development shall be carried out in accordance with the approved schedule.

Reason: To ensure that the works are carried out and maintained in a proper manner.

9. No works or development shall take place until full details of all proposed tree planting, and the proposed times of planting, have been approved in writing by the local planning authority, and all tree planting shall be carried out in accordance with those details and at those times.

Reason: In the interests of visual amenity.

10. If within a period of five years from the date of the planting of any tree that tree, or any tree planting in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree of the same species and the size as that originally planted shall be planted at the same place, unless the local planning authority gives its written consent to any variation.

Reason: In the interests of visual amenity.

11. **Development shall not begin until details of the junction between the proposed access road and the highway have been approved in writing by the local planning authority; and the building shall not be occupied until that junction has been constructed in accordance with the approved details.**

Reason: In the interests of road safety.

12. **No dwelling shall be occupied until that part of the access road which provides access to it has been constructed in accordance with the approved plans.**

Reason: In the interests of road safety.

13. **No development shall commence until the means of treatment of foul water have been submitted to and approved by the local planning authority, including the means of disposal of any effluent and any sewer outfall.**

Reason: In order to provide adequate drainage.

14. **No construction work or deliveries, to the construction site, in connection with the development hereby approved shall be carried out other than between the hours of 7.00 a.m. to 7.00 p.m. Monday to Friday, 8.00 a.m. to 1.00 p.m. on Saturdays and not at all on Sundays and Bank Holidays.**

Reason: In the interests of the amenity of nearby residential properties.

15. **Before the development hereby approved is commenced the applicant shall submit to and have approved in writing by the local planning authority details of provision to be made to provide enclosed or screened refuse storage capable of direct and level access from the street to the property capable of accommodating two wheeled refuse bins and a composting facility. This latter facility may be omitted if provisions for a communal composting facility serving the whole development are provided in a location and in accordance with a design to be submitted to and approved in writing by the local planning authority before the development hereby approved is commenced.**

Reason: In order to ensure that there is adequate provision for refuse storage and to encourage recycling and composting.

16. No development shall commence until there has been submitted to and approved in writing by the local planning authority a scheme for the disposal of surface water drainage from the site. Said scheme shall incorporate appropriate measures to ensure that the rate of surface water run-off from the site once it is developed is less than the rate of surface water run-off from the site in its present state.

Reason: In order to prevent flooding.

17. Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings shall be passed through trapped gullies installed in accordance with a scheme previously submitted to and approved in writing by the local planning authority.

Reason: To prevent pollution of the water environment.

18. Before the development hereby approved is commenced the applicant shall submit to and have approved in writing by the local planning authority precise details of the landscaping and art feature at the southern end of the site.

Reason: In the interests of visual amenity.

19. The layout to be submitted shall make provision for a temporary car park within the site to accommodate operatives and construction vehicles during the development of the site and shall indicate the eventual use of that area.

Reason: To avoid obstruction of the adjoining highway.

20. Prior to the commencement of development precise details of a wheel cleaning facility and its siting shall be submitted to and approved in writing by the local planning authority. The facility shall be retained in the agreed position for the duration of construction work or as otherwise agreed with the local planning authority, for use by construction traffic.

Reason: In the interests of highway safety and amenity.

21. The areas allocated for parking on the submitted plan shall be kept clear of obstruction and shall not be used other than for the parking of vehicles in connection with the development hereby permitted.

Reason: In the interests of amenity and road safety.

22. The vehicular accesses shall be laid out and constructed in accordance with Type 6 of the Northumberland County Council standard specifications. The development hereby permitted shall not be brought into use until the said accesses have been so completed.

Reason: In the interests of highway safety.

23. All roadworks and associated works eligible for adoption shall be laid out and constructed in accordance with the Northumberland County Council manuals or as agreed with the local planning authority.

Reason: To achieve a satisfactory form of development in the interests of highway safety.

24. The proposed roads, including footways and turning spaces where applicable, shall be constructed in such a manner as to ensure that each dwelling before it is occupied shall be served by a properly consolidated and surfaced footway and carriageway to at least base course level between the dwelling and the existing highway. All manhole covers and gully frames shall be set to the level of the temporary running surface until immediately prior to the laying of the final wearing course.

Reason: to ensure that the development is served by an adequate means of access.

25. No development shall be commenced until a fully dimensioned layout plan incorporating road drainage, street lighting and landscaping together with longitudinal section of the new road and details of construction of the carriageway, footpaths and accesses has been submitted to and approved in writing by the local planning authority.

Reason: To achieve a satisfactory form of development in the interests of highway safety.

26. All noisy plant, vehicles, equipment and machinery used in connection with site activities shall be properly operated, used and maintained so as to control and minimise noise and dust emissions. Where necessary and practicable, they shall be fitted with appropriate means of noise attenuation e.g. suitable silencers, enclosures etc. and suitable means of dust suppression.

Reason: In the interests of amenity.

27. There shall be no burning of waste materials or substances on site.

Reason: In the interests of amenity.

28. The development hereby approved shall not be commenced until a scheme to protect the building from the ingress of gas from former mine workings has been submitted to, and approved in writing by, the local planning authority. Thereafter said scheme shall be implemented as agreed as part of the construction of the building.

Reason: In order to protect the buildings and future occupants from the ingress of gas from former mine workings.

29. No development approved by this permission shall be commenced until:

a) The application site has been subjected to a detailed desk study and site investigation, and remediation objectives have been determined through risk assessment, and approved in writing by the Local Planning Authority.

b) Detailed proposals for the removal, containment or otherwise rendering harmless any contamination (the "Remediation Statement") has been submitted to and approved in writing by the local planning authority.

Reason: To protect the environment and ensure that the remediated site is reclaimed to an appropriate standard.

30. No construction approved by this permission shall be commenced until the works specified in the remediation statement have been completed in accordance with the approved scheme and a report validating the remediated site has been approved in writing by the local planning authority.

Reason: To protect the environment and ensure that the remediated site is reclaimed to an appropriate standard.

31. If during redevelopment contamination not previously considered is identified, then an additional method statement regarding this material shall be submitted to the local planning authority for approval.

Reason: To protect the environment and ensure that the remediated site is reclaimed to an appropriate standard.

NOTES

(1) If the Applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may by notice served within six months of the date of this notice, appeal to the Secretary of State for the Environment in accordance with Section 78 of the Town and Country Planning Act 1990. Notice of appeal must be given on the appropriate form which may be obtained from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not, however, required to entertain such an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provision for the development order and to any directions given under the order. (The statutory requirements are set out in Section 79(6) of the Town and Country Planning Act 1990).

(2) If permission to develop land is refused, or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the district in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

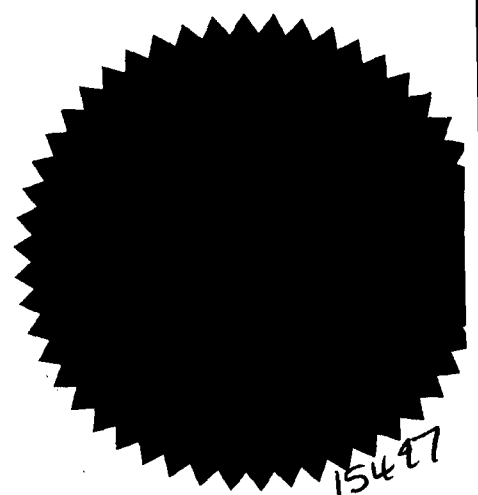
In WITNESS of which the Deed is executed as a Deed the day and year first before written

THE COMMON SEAL of BLYTH VALLEY BOROUGH COUNCIL was hereunto Affixed in the presence of:

Mayor *M Cobb*

Head of Legal Services ~~Manager~~ MANAGER

[Handwritten signature]



15497

SIGNED as a DEED by The HONOURABLE MATTHEW WHITE RIDLEY *M. W. Ridley*

In the presence of:

Witness Signature *[Signature]*
Witness Name *[Name]*
Address *[Address]*
Occupation *[Occupation]*

EXECUTED AS A DEED

On behalf of

PERSIMMON HOMES LIMITED

By *[Signature]*

and *[Signature]*

In exercise of the powers conferred on them by a Power of Attorney dated 02/01/05 who have set the name of Persimmon Homes Limited in the presence of: -

Name PETER JORDAN
Occupation TOWN PLANNER
Address 11 WALLINGTON COURT
KINGSTON PARK, NEWCASTLE
NE3 2YZ