DATED 19th December 2018

(1) MARK PETERS AND SHARRON PARTRIDGE

-and-

(2) GLADMAN DEVELOPMENTS LIMITED

-and-

(3) TEWKESBURY BOROUGH COUNCIL

AGREEMENT

pursuant to s.106 Town and Country Planning Act 1990

in relation to Yew Tree Farm, Tewkesbury Road, Twigworth,

Gloucester GL2 9PP

17/00852/OUT

One Legal

Tewkesbury Borough Council

Council Offices

Gloucester Road

Tewkesbury

TY/23238

THIS DEED is made the 19th day of December two thousand and eighteen

BETWEEN:

(1) **MARK PETERS** of 10 Thatcham Road, Walton Cardiff, Tewkesbury GL20 7SL and **SHARRON PARTRIDGE** of 133 Chamberlain Road, Bombay, Auckland, 2675, New Zealand (**"the Owners"**); and

(2) **GLADMAN DEVELOPMENTS LIMITED** (Co. Regn. No. 03341567) whose registered address is Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire CW12 1LB (**"the Promoter"**); and

(3) **TEWKESBURY BOROUGH COUNCIL** of Council Offices, Gloucester Road, Tewkesbury, Gloucestershire GL20 5TT (**"the Council"**)

INTRODUCTION

1. The words and phrases used in this Agreement are defined in Clause 1
2. The Council is the Local Planning Authority for the purposes of the Act and is also the Housing Authority for the purposes of the Housing Act 1996 and is entitled to enforce the planning obligations contained in this Agreement
3. The Owners are registered as the proprietors of the freehold of the Site with absolute title at the Land Registry under title numbers GR414379 and GR88610
4. The Owners and the Promoter have entered into the Promotion Agreement
5. The Promoter has submitted the Application to the Council
6. The Owners have agreed to enter into this Agreement in accordance with s.106 of the Act in order to facilitate the Development and deliver the necessary planning obligations as set out in this Agreement
7. The Promoter enters into this Agreement to consent to the Owners entering into this Agreement and acknowledges that the Site shall be bound by the obligations contained within this Agreement

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

1.1.	"Act"	means the Town and Country Planning Act 1990 or any re-enactment or modification thereof for the time being in force
1.2.	"Affordable Housing"	means affordable housing as that term is defined in Annex 2 of the National Planning Policy Framework dated July 2018 as updated from time to time or as defined in any government documentation that shall supersede it
1.3.	"Affordable Housing Land"	means the land upon which the Affordable Housing is to be constructed including all curtilages and communal areas associated with it as identified in the Affordable Housing Scheme
1.4.	"Affordable Housing Provider"	means any one of the following: (a) a body that meets the definition of 'Housing Association' in section 1(1a) of the Housing Associations Act 1985; or (b) a private registered provider as defined in Section 80 of the Housing and Regeneration Act 2008, or body registered with Homes England; or (c) a body approved or accredited by Homes England or equivalent successor body whose terms of approval or accreditation have been evidenced to the satisfaction of the Council in writing; or (d) any other body previously agreed in writing by the Council

1.5.	"Affordable Housing Scheme"	means a scheme to provide the Affordable Housing Units on the Site to be submitted to the Council pursuant to Part I paragraph 1 of Schedule 2 (and which may be amended by written agreement between the Owners and the Council provided that such scheme remains in accordance with approval of relevant Reserved Matters) and such scheme shall meet the following criteria: - The scheme shall detail the general location, design, property type, size and tenure of the each of the Affordable Housing Units within the Site and shall be identified on a plan of the Site and shall accord with the table within Part I paragraph 5.1 of Schedule 2 (subject to any amendments agreed to that table at the Reserved Matters Stage by the Owners and the Council); and shall be in accordance with the Clustering Strategy
1.6.	"Affordable Housing Units"	means those Dwellings provided/to be provided as Affordable Housing comprising the Affordable Rented Units and the Shared Ownership Units together with: - associated parking - soft landscaped areas - landscaping to private areas and "Affordable Housing Unit" shall be construed accordingly
1.7.	"Affordable Rented Housing"	means Affordable Housing for rent as described in paragraph a) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF where the rent is set in accordance with the Government's rent policy for affordable rent or is at least 20% below local market rents (including Service Charges where applicable)
1.8.	"Affordable Rented Units"	means Affordable Rented Housing and/or Social Rented Housing to be rented by the Affordable

		Housing Provider to Eligible Persons and "Affordable Rented Unit" is to be construed accordingly
1.9.	"Application"	means the application for outline planning permission submitted to the Council for the Development and allocated reference number 17/00852/OUT
1.10.	"Approved Purchaser(s)"	means a person or persons in need of a Shared Ownership Unit and who are registered with the Help to Buy Agent and whose needs are not met by the market (or as otherwise approved in writing by the Council) and who shall occupy the Shared Ownership Unit as their principal or main home and who have a Local Connection
1.11.	"Astroturf Contribution"	means the sum of three thousand eight hundred and ninety three pounds (£3,893) towards improvements and/or extension of existing facilities at Plock Court Gloucester
1.12.	"Building Regulations"	means the approved documents that are used to approve the standards of buildings in England and Wales
1.13.	"Category 2 Housing"	means housing that complies with the discretional Building Regulations as set out in Approved Document M (access to and use of buildings) of the Building Regulations 2010 as amended, or subsequent revision or replacement standard current at the time of submission of the relevant application for Building Regulations approval
1.14.	"Category 3 Housing"	means if the Council provide satisfactory evidence of a need for such housing to the Owners housing that complies with the discretional Building Regulations standard for wheelchair user dwellings as set out in Approved Document M (access to and use of buildings) of the Building Regulations 2010 as amended, or subsequent revision or replacement

		standard current at the time of submission of the relevant application for Building Regulations approval
1.15.	"Changing Facilities Contribution"	means the sum of sixty six thousand two hundred and sixteen pounds (£66,216) towards improvements to and/or extension of existing facilities at Norton Village Hall
1.16.	"Clustering Strategy"	means in relation to the Affordable Housing Units the location of the said Units in dispersed locations across the Development with each cluster of Affordable Housing Units not exceeding eight (8) units unless otherwise agreed in writing by the Council and the Clustering Strategy shall also ensure that no group of Affordable Housing Units will be located contiguously to any other group of Affordable Housing Units (unless otherwise agreed in writing between the Owners and the Council)
1.17.	"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance (including vegetation), demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, construction of temporary accesses or temporary works, erection of hoardings and fencing and other site security measures during construction including the provision of site compounds, and "Commence Development" shall be construed accordingly
1.18.	"Community Buildings Contribution"	means the sum of thirty three thousand six hundred and forty eight pounds (£33,648) towards

		improvements and/or extension to existing facilities at Down Hatherley Village Hall and/or Norton Village Hall
1.19.	"Contributions"	means all and any contributions payable under this Agreement including for the avoidance of doubt the Astroturf Contribution the Changing Facilities Contribution the Community Buildings Contribution the Dog Bins and Signage Contribution the Indoor Bowls Contribution the Playing Pitches Contribution the NHS Contribution the Sports Hall Contribution the Swimming Pool Contribution and the Recycling Contribution
1.20.	"Development"	means the erection of up to 74 dwellings with public open space landscaping and sustainable drainage system (SuDS) and vehicular access point from Tewkesbury Road as set out in the Application
1.21.	"Dog Bins and Signage Contribution"	means the sum of one thousand one hundred and eighty four pounds (£1,184) towards the provision of waste bins for street arisings including dog waste and dog waste/fouling related sign on or in the vicinity of the Site
1.22.	"Dwelling"	means a dwelling to be constructed pursuant to the Planning Permission and for the avoidance of doubt includes the Affordable Housing Units and the Open Market Units and "Dwellings" is to be construed accordingly
1.23.	"Eligible Person(s)"	means a person or persons who: either i) are in need of an Affordable Rented Unit and are registered on the Homeseeker Plus Scheme and meet the criteria set out within the allocations policy of the Homeseeker Plus Policy; and have a Local Connection; or

		ii) are approved in writing by the Council as someone otherwise in need of Affordable Housing
1.24. .	"Expert"	means the independent expert appointed for the purposes of clause 17
1.25.	"Fully Serviced"	means that the Affordable Housing Units shall be provided with full service provision as are the Open Market Units which shall include as appropriate vehicular access and parking foul and surface water drainage mains water electricity and telecommunications access to allow the Occupation of the Affordable Housing Units which shall be connected to the appropriate services constructed for the remainder of the Development
1.26.	"Help to Buy Agent	means the Government appointed Help to Buy Agent from time to time or anybody exercising the functions that are now the duty of the Help to Buy Agent that holds the register for the occupation of Shared Ownership Units
1.27.	"Homes England"	means Homes England (formerly known as the Homes and Communities Agency) of 50 Victoria Street Westminster London SW1H 0TL or such successor body for the time being having or being entitled to exercise the power to regulate registered providers now conferred on such organisation under the Housing and Regeneration Act 2008 or any legislation amending or replacing the same and the national government agency for the administration of affordable housing subsidy and that funds new Affordable Housing and means any successor agency/organisation taking over such functions
1.28.	"Homeseeker Plus Policy"	means the document so called and prepared and published and amended from time to time jointly by the local housing authorities in Gloucestershire and West

		Oxfordshire available at www.homeseekerplus.co.uk which governs the housing allocation procedure
1.29.	"Homeseeker Plus Scheme"	means a letting scheme set out in the Homeseeker Plus Policy where applicants are invited to express interest in an available home in accordance with the procedure detailed in the Homeseeker Plus Policy
1.30.	"Housing Mix"	means the proportion of Affordable Housing Units to Open Market Units
1.31.	"Index"	means the Retail Price Index
1.32.	"Indoor Bowls Contribution"	means the sum of four thousand eight hundred and thirty pounds (£4,830) towards indoor bowls equipment for use at Down Hatherley Village Hall and/or Norton Village Hall
1.33.	"Interest"	means interest at three per cent (3%) above the base lending rate of the Barclays Bank Plc from time to time
1.34.	"LEAP Children's Play Area"	means an equipped play area to be delivered on the Site the specification of which shall be in accordance with the Fields in Trust Standard(s) current at the time of submission of the details and as approved by the Council pursuant to Part III paragraph 1 of Schedule 2
1.35.	"Lender"	means any mortgagee or chargee of an Affordable Housing Provider or any administrator fixed charge receiver including any receiver appointed under the Law of Property Act 1925 administrative receiver or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security
1.36.	"Lettings Plan"	means a plan produced by the Council and agreed in writing with the Owner/Affordable Housing Provider setting specific lettings requirements in accordance with the Homeseeker Plus Policy in respect of the Affordable Rented Units

1.37.	"Local Connection"	means a local connection (as defined in section 199 of the Housing Act 1996 and in accordance with any timescales contained in the Homelessness Code of Guidance for Local Authorities or any replacement therefor), in the following order of priority and with a local connection to: i) the administrative area of the Council, or if agreed with the Council in writing, the administrative areas of the Council, Cheltenham Borough Council and/or Gloucester City Council ii) the Gloucestershire administrative area But, if no persons qualify pursuant to i) or ii) above, the occupation must be to a person or persons ordinarily resident in the United Kingdom and who is approved in writing by the Council in five (5) Working Days from receipt of their application on to the Homeseeker Plus Scheme or with the Help to Buy Agent as being in need of Affordable Housing and such consent shall not be unreasonably withheld or delayed
1.38.	"Local Housing Allowance"	means the rent rate set annually by the Valuation Office (or any successor body thereof) for the area within which the Affordable Rented Housing Units are located and which is used to calculate the maximum housing benefit entitlement for each tenant thereof or any scheme which supersedes it
1.39.	"Management Company"	means a private limited company registered at Companies House which is incorporated in and has its registered office in the United Kingdom of Great Britain and Northern Ireland and whose primary objects require it to maintain and renew the Open Space
1.40.	"Management Plan"	means a scheme to be submitted to and approved in writing by the Council, which identifies: i) the future management and maintenance requirements of the Open Space

ii) the proposed ongoing maintenance operations for the Open Space specifically identifying the management objective, task and timing and frequency of the operation for all the features of the Open Space

iii) the proposed means of funding the ongoing maintenance and management of the Open Space in accordance with the Management Plan by the Owners and where one is formed pursuant to the provisions of this deed the Management Company

iv) a mechanism for the periodic review with the Council and where necessary amendment of the Management Plan

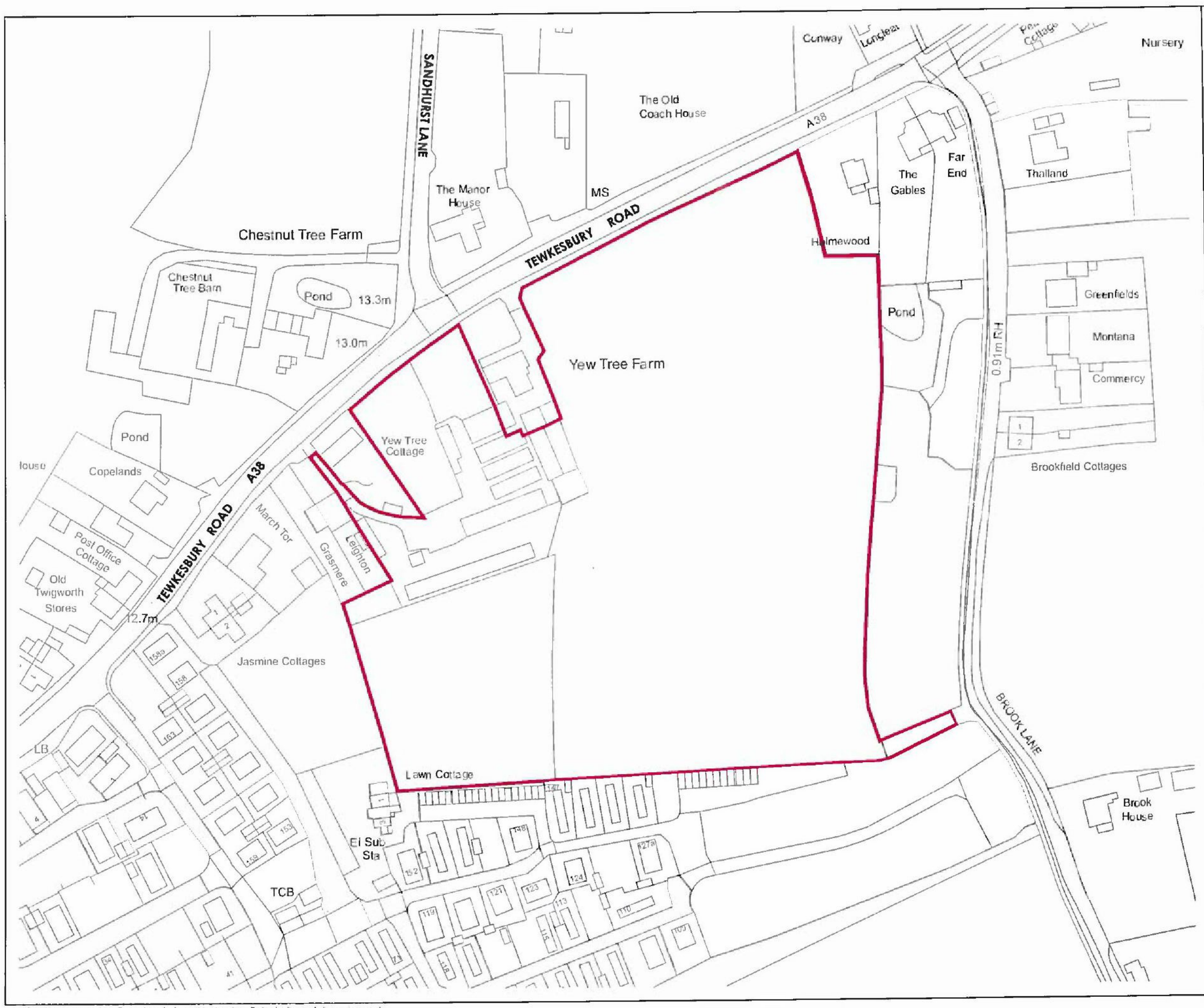
1.41. "Maintenance Period" means a period of twelve (12) months after the date of the issue of the Provisional Certificate pursuant to paragraph 4 of Part III of Schedule 2

1.42. "NHS Contribution" means the sum of seven thousand six hundred and seven pounds (£7,607) towards the provision of services (including equipment) at Longlevens surgery

1.43. "Occupation(s)" and "Occupied" means 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 during construction and "Occupied" and "Occupier(s)" shall be construed accordingly

1.44. "Open Space" means such areas of land and landscaping to be provided as public open space on Site as part of the Development in accordance with the Planning Permission and the Open Space Works Specification including the LEAP Children's Play Area as approved pursuant to Part III paragraph 1 of Schedule 2

1.45.	"Open Market Rent"	means the rent charged for comparable properties rented on the open market (inclusive of service charges where applicable) within the same local area or such rent as valued by a qualified valuer (who is a member of the Royal Institute of Chartered Surveyors) as being the open market rent using the Royal Institute of Chartered Surveyors approved valuation methods and "Open Market Rents" shall be construed accordingly
1.46.	"Open Market Units"	means the Dwellings forming part of the Development (and assuming no restriction on use as Affordable Housing) on the Site that are not Affordable Housing Units and "Open Market Unit" is to be construed accordingly
1.47.	"Open Space Works Specification"	means a specification for the laying out (including landscaping details) of the Open Space to be agreed in writing between the Owners and the Council before the Commencement of Development
1.48.	"Plan"	means the plan attached to this Agreement
1.49.	"Planning Permission"	means the planning permission (if any) granted by the Council in respect of the Application and includes the approved plans thereto and any duly authorised non-material amendments thereto
1.50.	"Playing Pitches Contribution"	means the sum of twenty two thousand nine hundred and seventy two pounds (£22,972) towards improvements to existing pitches and/or the creation of a new playing pitch at Norton Village Hall
1.51.	"Promotion Agreement"	means a promotion agreement dated 18 January 2018 in respect of the Site made between the Owners and the Promoter
1.52.	"Provisional Certificate"	means the written certificate to be issued by the Council in accordance with Part III paragraph 4 of Schedule 2



Site Boundary: 3.12 ha

[redacted]

Rev	Date	By	Description

CSA environmental

Dixies Barns, High Street,
Ashwell, Hertfordshire SG7 5NT

t 01462 743647
e ashwell@csaenvironmental.co.uk
w csaenvironmental.co.uk

Project	Tewkesbury Road, Twigworth
Title	Site Location Plan
Client	Gladman Developments Ltd

Scale	1:1250 @ A3	Drawn	AGB
Date	June 2017	Checked	SG
Drawing No. CSA/3257/113		Rev	-

1.53.	"Recycling Contribution"	means the sum of seventy three pounds (£73) per Dwelling approved at Reserved Matters Stage towards the cost of providing refuse and recycling facilities (general and food waste) (including the provision of any bins and any set up costs) for each Dwelling
1.54.	"Reserved Matters Stage"	means the stage of the planning process following grant of outline planning permission that deals with some or all of the outstanding details of the outline application proposal and "Reserved Matters" and "Reserved Matters Approval" shall be construed accordingly
1.55.	"Sales Plan"	means for the Shared Ownership Units a plan produced by the Owner/Affordable Housing Provider and agreed in writing by the Council setting out the price of each Shared Ownership Unit and the method of marketing the Shared Ownership Units to Approved Purchasers
1.56.	"Service Charge"	means a charge made to the Occupiers of individual Dwellings or in the case of the Affordable Rented Units and the Shared Ownership Units a charge made to the Affordable Housing Provider to cover the reasonable cost of the yearly maintenance and management of common parts, communal gardens or landscaping areas of the Development that directly benefit the Affordable Housing Units to a standard reasonably required but for the avoidance of doubt shall not include any charge made in respect of the provision of health care services and utilities supplied to or used by Occupiers of an individual Dwelling
1.57.	"Shared Ownership"	means subsidised housing provided by an Affordable Housing Provider for sale by way of a standard Homes and Communities Agency (now Homes England) model Shared Ownership Lease applicable to shared ownership accommodation granted on a premium

		payable on completion or raised by mortgage or charge under which the initial purchaser acquires an initial share of the equity in that Affordable Housing Unit and pays a rent element if required and which for the avoidance of doubt falls within the definition of Affordable Housing for sale as described in paragraph d) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF
1.58.	"Shared Ownership Lease"	means a shared ownership lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that Affordable Housing Unit and pays a rental element if required by the Affordable Housing Provider and which permits staircasing
1.59.	"Shared Ownership Unit"	means Affordable Housing Units which are to be provided by way of Shared Ownership on the Affordable Housing Land
1.60.	"Site"	means the land against which this Deed may be enforced as shown edged red on Plan for identification purposes only and as more particularly described in Schedule 1
1.61.	"Social Rented Housing"	means Affordable Housing for rent as described in paragraph a) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF where the rent is set in accordance with the Government's rent policy for social rent
1.62.	"Sports Hall Contribution"	means the sum of twenty seven thousand four hundred and forty two pounds (£27,442) towards improvements to and/or extension of existing facilities at Down Hatherley Village Hall and/or Norton Village Hall
1.63.	"Swimming Pool Contribution"	means the sum of thirty thousand one hundred and ninety seven pounds (£30,197) towards improvements

		to and/or enhancement of existing facilities at Tewkesbury Leisure Centre
1.64.	"Working Day(s)"	means any day except Saturday and Sunday or a bank holiday or any days which in England and Wales are public holidays

2. CONSTRUCTION OF THIS DEED

2.1. Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement

2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa

2.3. 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 interchangeable in that manner

2.4. Wherever 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 against each individually unless there is an express provision otherwise

2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it

2.6. Other than in clause 20 references to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its respective statutory functions

2.7. "including" means including without limitation.

2.8. References to "the Site" include each and every part thereof

2.9. The clause headings herein do not form part of this Agreement and shall have no effect upon the meaning or construction of the provisions of this Agreement

2.10. Except where expressly stated to the contrary, where agreement, approval, consent or expression of satisfaction is required from the Council under the terms of this Agreement such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed

2.11. Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing

3. LEGAL BASIS

3.1. This Agreement is entered into as a Deed pursuant to section 106 of the Act. To the extent that the obligations fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council

3.2. To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers

3.3. The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to section 106 of the Act and are enforceable by the Council as local planning authority

4. CONDITIONALITY

4.1. This Agreement shall be (save for Clauses 2.1 to 2.11, 7.1, 7.2, 7.3, 7.5, 8, 9, 13, 14 and 20 which shall be of immediate effect) (and subject to Clause 4.2) conditional on and shall only take effect on the grant of the Planning Permission

4.2. The covenants within Clause 5 of this Agreement are conditional upon the Commencement of Development

5. THE OWNERS' COVENANTS

5.1. The Owners covenant with the Council as set out in Schedule 2

Not to develop or cause or permit the Site or any part or parts of the Site to be developed pursuant to the Planning Permission otherwise than in strict

5.2. conformity with the terms of this Agreement or as this Agreement has been varied pursuant to clause 18 or otherwise

6. THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owners as set out in Schedule 3

7. MISCELLANEOUS

7.1. No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

7.2. The Owners hereby consent to the registration of the Agreement as a local land charge by the Council

7.3. Any notices required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery post to the principal address or registered office or last known address of an individual (as appropriate) of the relevant party and shall be deemed to have been served as follows:

7.3.1 If personally delivered, at the time of delivery; and

7.3.2 If sent by recorded delivery post, 48 hours after the envelope was delivered into the custody of the postal authority within the United Kingdom

7.4. Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement

7.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or without the consent of the Owners it is modified by any statutory procedure or it expires prior to the Commencement of Development

7.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any other one relating to the Development) granted (whether or not on appeal) after the date of this Agreement

8. **WAIVER**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9. **CHANGE IN OWNERSHIP**

The Owners will give to the Council prompt written notice of any change in ownership of the Site occurring before all the obligations under this Agreement have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan Provided that this obligation shall not apply to any transfers of individual Dwellings nor any transfer to a statutory undertaker or service or utility company

10. **INDEXATION**

Any Contribution referred to in this Agreement shall be increased or decreased by an amount equivalent to the increase or decrease in the Index from the date hereof until the date on which such Contribution is payable

11. **INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment

12. **VAT**

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

13. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England

14. **DELIVERY**

The provisions of this Agreement (save this clause) shall be of no effect until it has been dated

15. EXCLUSIONS/LIABILITY FOR BREACH OF COVENANTS

15.1. No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site or that part of the Site to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED THAT the reservation of any rights of access and/or to lay or maintain equipment shall not constitute an interest in the Site for the purpose of this Clause 15.1

15.2. This Agreement shall not be enforceable against:

15.2.1. any owner or occupier or tenant of the Open Market Units nor any mortgagee or chargee (including their receiver) nor any successor in title of any of the foregoing

15.2.2. save for the obligations in Part I of Schedule 2 any owner or occupier or tenant of the Affordable Housing Units nor any mortgagee or chargee (including their receiver) nor any successor in title of any of the foregoing

15.2.3. any statutory undertaker or service company who acquires an interest in the Site for the purposes of its undertaking; or

15.2.4. save for the obligations in Part I of Schedule 2 any Affordable Housing Provider so far as the obligations attach to those parts of the Site that do not comprise Affordable Housing Land nor any mortgagee or chargee (including their receiver) nor any successor in title of any of the foregoing

16. WARRANTY

The Owners hereby warrants to the Council that as at the date hereof it has not leased mortgaged charged or otherwise created any interests in the Site other than those contained mentioned or referred to in title numbers GR414379 and GR88610

17. DISPUTE RESOLUTION

17.1. In the event of any dispute or difference relating to any matter contained in this Agreement any party to the dispute (including successors in title to the parties to this Agreement) may, by serving notice of the same on the other party or parties, require it to be referred for determination by an Expert (who will act as an expert not an arbitrator) appointed under clause 17.2 below, acting in accordance with clauses 17.3 to 17.9

17.2. If the parties do not make the appointment of the Expert by agreement within fourteen (14) days of service of the notice requiring reference of the dispute, the Expert shall be nominated upon the application of either party by the President (or other officer to whom the making of such appointment is for the time being delegated) of the Law Society and the Expert shall be an independent person who has been professionally qualified in respect of the subject matter of the dispute or difference for not less than ten (10) years

17.3. Unless the Expert shall direct to the contrary, not more than twenty eight (28) days after his appointment the parties shall exchange and copy to the Expert written summaries of their cases together with a bundle of key documents relied upon

17.4. The Expert shall be at liberty to visit the Site relevant to the dispute unaccompanied and to call for such written evidence from the parties as he may require

17.5. The Expert shall not, unless he directs to the contrary, hear oral representations from any party to the dispute

17.6. The Expert shall fully consider all submissions and evidence when making his decision

17.7. The Expert shall give his decision in writing and shall give reasons

17.8. The Expert shall use reasonable endeavours to give his decision and the reason for it as speedily as possible and in any event within forty two (42) days of his appointment.

17.9. The Expert's decision (save in the case of manifest or legal error) including his decision as to costs shall be final and binding. The Expert's fees shall be payable by the parties in such proportions as he shall determine and in default of such determination equally between them

18. **SECTION 73 VARIATION**

In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the Act in respect of the conditions relating to the Planning Permission, save and in so far as the 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 shall (save for the purposes of the definition of Planning Permission in relation to clauses 4.1 and 7.6) be deemed to include any such subsequent planning applications as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly

19. **EVIDENCE OF COMPLIANCE**

In addition and without prejudice to the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Site or otherwise the Owners shall if and when required by the Council from time to time provide the Council (without charge and within ten Workings Days) with such information including any copies of any documents as the Council may reasonably request for the purpose of ascertaining whether there has been compliance with or any breach of the requirements of this Agreement and the Schedules hereto

20. On completion of this Agreement the Owners shall pay to the Council their reasonable legal costs incurred in the negotiation, preparation and execution of this Agreement of no more than £1,500

21. The Promoter acknowledges and declares that this Agreement has been entered into by the Owners with its consent and the Site shall be bound by the obligations contained this Agreement

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

SCHEDULE 1

The Owners' Title and Site Description

Title Number	Description of Site	Owners
GR414379 (part)	Land being Yew Tree Farm, Tewkesbury Road, Twigworth, Gloucestershire, GL2 9PP	Mark Peters and Sharron Partridge
GR88610	Land at Yew Tree Farm, Tewkesbury Road, Twigworth, Gloucestershire, GL2 9PP	Mark Peters and Sharron Partridge

SCHEDULE 2

The Owners' Covenants with the Council

PART I

AFFORDABLE HOUSING OBLIGATIONS

General

1. Prior to any Reserved Matters Application to submit to the Council for approval the proposed Affordable Housing Scheme and the Owners may submit as many as they may choose until one is approved

2. The Affordable Housing Units shall be provided in accordance with the relevant approved Affordable Housing Scheme and approved Reserved Matters

3. That thirty five per cent (35%) of the Dwellings to be constructed as part of the Development shall be Affordable Housing Units but for the avoidance of doubt if the Planning Permission is amended or modified with the result that the number of Dwellings is increased or decreased the number of Affordable Housing Units shall be recalculated but the number shall not be less than thirty five per cent (35%) of the total number of Dwellings rounded to the nearest whole number PROVIDED FURTHER that at Reserved Matters Stage the Owner shall ensure that thirty five per cent (35%) of the Dwellings contained within such an application at the Reserved Matters Stage are Affordable Housing Units

4. The Affordable Housing Units (shall not be Occupied until the relevant Affordable Rented Units and the Shared Ownership Units that are ready to be Occupied are transferred to an Affordable Housing Provider in accordance with paragraph 10 below

5. That unless otherwise agreed at the Reserved Matters Stage (or at any other time between the Owners and the Council) the Affordable Housing Units shall be provided as follows:

5.1 in the following proportions subject to proportionate reductions if the number of Dwellings permitted on the Development at Reserved Matters Stage is less than 74:

House Type	Affordable Rent	Shared Ownership	Total
1 bed flat/maisonette	2	0	2
1 bed bungalow	0	0	0
2 bed bungalow	2	0	2
2 bed house	7	3	10
3 bed house	6	4	10
4 bed house (social rent)	2	0	2
	19	7	26

5.2 in the locations, of the size and design as agreed as part of the approved Affordable Housing Scheme and Occupied only in accordance with the tenures shown in 5.1 above unless otherwise agreed in writing with the Council and the Shared Ownership Units will only be Occupied via a Shared Ownership Lease and the Affordable Rented Units shall only be let at rents appropriate to Affordable Rented Housing or Social Rented Housing as applicable

6. To ensure that the Shared Ownership Units will be delivered at a level that is affordable with regard to local income and house prices the Open Market Values of the Units Shared Ownership Units shall be submitted in writing to the Council twenty eight (28) days prior to being advertised to prospective purchasers

7. Not to use or permit the Affordable Housing Units to be used for any other purpose than as Affordable Housing in accordance with this Agreement

8. <u>Clustering Strategy</u>

8.1. To provide the Affordable Housing Units in accordance with the Clustering Strategy

8.2. No development shall take place unless and until a Clustering Strategy has been submitted to and approved in writing by the Council

9. <u>Design and Construction</u>

9.1. To ensure integration of the Affordable Housing Units with the Open Market Units to the extent that the Affordable Housing Units shall be indistinguishable in appearance from the Open Market Units

9.2. All ground floor apartments and bungalows of the Affordable Housing Units shall be built to Part M Category 2 and a minimum of two per cent (2%) of Affordable Housing Units shall be built to part M Category 3.

10. Affordable Housing Providers

10.1. The Owners shall use reasonable endeavours to conclude an agreement with an Affordable Housing Provider for the transfer of the Affordable Housing Units (such endeavours being evidenced in writing to the reasonable satisfaction of the Council) the Affordable Housing Units being sold to that Affordable Housing Provider for letting or disposal as appropriate to Eligible Persons and Approved Purchasers in accordance with the terms of this Agreement

10.2. Pursuant to paragraph 10.1 above, should it become necessary for the Owners to seek an alternative Affordable Housing Provider(s) the Owners shall give written notice to the Council specifying the reasons therefore and supplying appropriate evidence the Owners shall consult with the Council on the selection of any such alternative Affordable Housing Provider and the Council's decision on selection shall be given in writing with both parties acting reasonably in the matter and will be abided by the Owners

10.3. Prior to Occupation of the Affordable Housing Land the Owner shall submit to the Council a plan for the marketing of the Affordable Rented Units and the Shared Ownership Units to Affordable Housing Providers and such marketing shall include marketing the Affordable Rented Units and the Shared Ownership Units to the Affordable Housing Providers

10.4. Not to permit Occupation of the Affordable Housing Land unless and until the Owners have submitted a plan for the marketing of the Affordable Rented Units and agreed a Lettings Plan in writing with the Council in accordance with paragraphs 10.3 above and 11.1 below

11. Lettings Plan and Sales Plan

11.1. Prior to the commencement of advertising any of the Affordable Rented Units the Owner shall agree the Lettings Plan in writing with the Council for the Affordable Rented Units

11.2. Within twenty eight (28) days of the Shared Ownership Units being transferred to the Affordable Housing Provider, and prior to the Shared Ownership Units being advertised or marketed in any way, the Affordable Housing Provider shall agree the Sales Plan in writing with the Council for the Shared Ownership Units

12. Restrictions on Occupation; Lettings and Management

12.1. Not to cause or permit the Occupation of more than fifty per cent (50%) of the Open Market Units until fifty per cent (50%) of the Affordable Housing Units have been completed and made available for Occupation and transferred on the terms set out in paragraph 12.2 below and not to cause or permit the Occupation of more than ninety per cent (90%) of the Open Market Units until all of the Affordable Housing Units have been completed and made available for Occupation and transferred on the terms set out in paragraph 12.2 below unless otherwise agreed in writing by the Council

12.2. Not to Occupy or allow the Occupation of the Affordable Housing Units unless and until:

12.2.1. the Affordable Housing Land on which the Affordable Housing Unit that is ready to be Occupied has been-transferred to an Affordable Housing Provider:

i) at a cost that will ensure that the Affordable Rented Units will be let at Affordable Rents and that the Shared Ownership Units will be let or sold as Affordable Housing

ii) with a good and marketable freehold title having been deduced and the Affordable Housing Land having been transferred with full title guarantee (save that the transferor shall not be liable under the covenants implied by section 2 and 3 of the Law of Property (Miscellaneous Provisions) Act 1994 by reason of the Affordable Housing Land being transferred subject to disclosed subjections and all matters imposed and rights conferred by or under any statute and for the purposes of such Act all

matters then recorded in registers open to public inspection shall be considered within the actual knowledge of the transferee) or in any case where the transferor only holds the legal interest to be transferred as a trustee or trustees, with limited title guarantee and with vacant possession free of any registered charges (save for this Agreement)

iii) on the Standard Conditions of Sale (current at time of transfer) which shall apply insofar as the same are not inconsistent with the expressed terms in this Agreement with such amendments as a reasonable seller and buyer would incorporate

12.2.2. Provision has been made for a vehicular access foul and surface water sewers and water electricity and telecommunications services and all other services necessary for the occupation of each Affordable Housing Unit linking in each case to estate roads sewers and services systems to be constructed and laid as part of the remainder of the Site and connected ultimately to highways and sewers maintainable at public expense (where required) and the transfer shall include all necessary easements to be in place to use and maintain the same

12.3. Not to permit the letting and management of the Affordable Rented Units and the Shared Ownership Units otherwise than by an Affordable Housing Provider

12.4. Not to permit the letting and Occupation of any Affordable Housing Unit otherwise than in accordance with Part I and:

12.4.1. in respect of the Shared Ownership Units other than by Approved Purchasers

12.4.2. in respect of the Affordable Rented Units, other than by an Eligible Person

12.5. Not to permit the letting of each of the Affordable Rented Units to an Eligible Person unless:

12.5.1. On the first letting of each of the Affordable Rented Units the Council shall at all times be entitled to nominate the Eligible Person for one hundred per cent (100%) of the Affordable Rented Units; and

12.5.2. On subsequent re-lettings of the Affordable Rented Units the Council shall at all times be entitled to nominate the Eligible Person for seventy five per cent (75%) of the Affordable Rented Units subsequently rented, unless otherwise agreed in

writing between the Council and the Affordable Housing Provider, with the remainder lettings made by the Affordable Housing Provider in accordance with the requirements of this Agreement and details to be provided in writing annually to the Council and IN ADDITION details of the lettings for the remaining twenty five per cent (25%) shall also be reported in writing annually to the Council

12.6. That if at any time prior to the entering into a contract with the Affordable Housing Provider the originally agreed Affordable Housing Provider shall no longer wish to be or is not capable for any reason of being the Affordable Housing Provider for the relevant Affordable Rented Units and the Shared Ownership Units the Owner shall immediately it is aware arrange for an alternative Affordable Housing Provider to be appointed in their place and as soon as is reasonably practical arrange for them to take a novation of any (or enter into new contracts if applicable) development agreement and all other relevant rights and duties of the original Affordable Housing Provider

No Service Charge will apply to the Affordable Housing Units unless all elements of the Service Charge are eligible for Local Housing Allowance or equivalent subsequent scheme

12.7. Not to permit the Occupation and management of the Affordable Rented Units and the Shared Ownership Units otherwise than through an Affordable Housing Provider

13. <u>Lenders & Exclusions</u>

13.1. The covenants contained in Part I paragraphs 1 to 12 of Schedule 1 of this Agreement shall not be binding upon a Lender with security over the whole or any part of the Affordable Housing Land/Unit(s) (excluding the Discount Market Sales Units) ("the Mortgage Land") nor a receiver appointed by such Lender to the intent that such Lender exercising a security may sell and dispose of the Affordable Housing Land/Unit(s) over which it has exercised its security free from the provisions of this Schedule 2 and that such provisions shall not bind any successors in title to or those deriving title from such Lender PROVIDED THAT: -

i) a Lender seeking to dispose of any Affordable Housing Land/Unit(s) in pursuance of any default under the terms of their mortgage or charge notifies the Council in writing that it is enforcing its security or taking enforcement

action of the Affordable Housing Land/Unit(s) or has appointed a receiver and either the Lender or the receiver is seeking a purchaser thereof; and

ii) the Lender (or the Lender procures that the receiver(s) appointed by the Lender) uses reasonable endeavours to complete a transfer of the Affordable Housing Land/Unit(s) to an approved Affordable Housing Provider subject to the terms of this Deed at a price 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; and

iii) if the Council within three (3) months following such notice pursuant to Part I paragraph 13.1(i) above indicates in writing that arrangements can be made for the transfer of the Affordable Housing Land/Unit(s) at a price 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 taking into account this Agreement so as to safeguard them as Affordable Housing the Lender (or the Lender shall procure that the receiver) shall co-operate with such arrangements and use its reasonable endeavours to complete such transfer; and

iv) if the Council does not indicate as referred to in Part I paragraph 13.1(iii) above within the three (3) months therein specified then the Lender (or the receiver) shall be entitled to dispose of the relevant Affordable Housing Land/Unit(s) in accordance with Part I Paragraph v) below; and

v) if the Council, the Lender or any receiver appointed or any other person cannot within three (3) months of the notice referred to in Part I paragraph 13.1(i) above complete the transfer of the relevant Affordable Housing Land/Unit(s) with all parties acting reasonably (or otherwise consents to a transfer secured by the Lender or the receiver in accordance with Part I paragraph 13.1(ii)) above then so long as the Lender has complied with this Part I paragraph 13.1 it shall be fully and freely entitled to dispose of the relevant Affordable Housing Land/Unit(s) on the open market 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 and the provisions of this Part I of this Schedule shall determine absolutely.

13.2. The covenants in this Part I of this Schedule shall not be binding on:

1.2.1. any person exercising a statutory right to acquire any of the Affordable Rented Units;

13.2.2. any person or occupier who staircases out to one hundred per cent (100%) ownership of any Shared Ownership Unit;

13.2.3. any person exercising a statutory right to buy introduced in favour of the occupiers of the Affordable Rented Units or similar statutory right introduced in favour of occupiers of them; and

13.2.4. any successor in title to the persons in 13.2.1 to 13.2.3

PART II

FINANCIAL CONTRIBUTIONS

1. The Owners shall pay the following contributions to the Council prior to first Occupation:-
   (i) the Dog Bin and Signage Contribution; and
   (ii) the Recycling Contribution.

2. The Owners shall pay the following contributions to the Council prior to Occupation of the twenty fifth (25th) Dwelling: -
   (i) the Changing Facilities Contribution;
   (ii) the Community Buildings Contribution;
   (iii) the Sports Hall Contribution; and
   (iv) the Playing Pitches Contribution.

3. The Owners shall pay the following contributions to the Council prior to Occupation of the fiftieth (50th) Dwelling: -
   (i) the Astroturf Contribution;
   (ii) the Indoor Bowls Contribution;
   (iii) the NHS Contribution; and
   (iv) the Swimming Pool Contribution.

4. The Owners shall not cause or permit or allow first Occupation until the Dog Bins and Signage Contribution and the Recycling Contribution have been paid in full to the Council.

5. The Owners shall not cause or permit or allow Occupation of more than twenty five (25) Dwellings until the Changing Facilities Contribution, the Community Buildings Contribution, the Sports Hall Contribution and the Playing Pitches Contribution have been paid in full to the Council.

6. The Owners shall not cause or permit or allow Occupation of more than fifty (50) Dwellings until the Astroturf Contribution, the Indoor Bowls Contribution, the NHS Contribution and the Swimming Pool Contribution have been paid in full to the Council.

7. The Owners shall notify the Council of the anticipated date of Commencement of Development at least five (5) Working Days before the anticipated date and notify the

Council of the actual date of Commencement of Development within five (5) Working Days of such date

8. The Owners shall notify the Council of the anticipated date of first Occupation of the Development at least twenty (20) Working Days before the anticipated date and notify the Council if the actual date of first Occupation within five (5) Working Days of such date

9. The Owners shall notify the Council within twenty (20) Working Days of each of the following Occupations or the occurrence of such Occupation:-

   9.1 Occupation of the twenty fourth (24th) Dwelling; and

   9.2 Occupation of the forty ninth (49th) Dwelling.

PART III

PUBLIC OPEN SPACE

1. To submit for approval by the Council the Open Space Works Specification and the Management Plan prior to the Commencement of Development and not to Commence Development until such approval has been obtained
2. Prior to Occupation of fifty per cent (50%) of the Dwellings on the Site to lay out the Open Space in accordance with the Open Space Works Specification approved by the Council in accordance with Part III paragraph 1 above
3. On completion of the laying out of the Open Space on the Site to serve written notice on the Council indicating that they wish to transfer the Open Space to a Management Company and that the Owner considers the work on the Open Space to be completed in accordance with the Open Space Works Specification approved by the Council
4. After receiving the notice set out in paragraph 3 above the Council shall satisfy themselves as to whether or not the Open Space to be provided within the Site has been completed in accordance with the Open Space Works Specification approved under paragraph 1 above (or as may have been amended in writing following agreement with the Council) and if then satisfied shall issue a Provisional Certificate to that effect within twenty (20) Working Days
5. If the Council are not satisfied as provided in paragraph 4 above then the Owners will be notified in writing within twenty (20) Working Days of receiving the written notice referred to in paragraph 4 above which shall set out the works of rectification required to remedy any defects or omissions which are not in accordance with the approved Open Space Works Specification and the process described in paragraphs 3 and 5 shall be repeated until the Council issues the Provisional Certificate whereupon the Maintenance Period shall commence
6. The Owners shall maintain the Open Space to be provided within the Site for the Maintenance Period and if any damage shall appear arise or occur then the Owners shall at their own expense as soon as practicable after such damage shall appear arise or occur make good the same to the reasonable satisfaction of the Council
7. Two (2) months prior to the expiry of the Maintenance Period the Owners will notify the Council in writing of the date the Maintenance Period in respect of the Open Space on the Site expires and if the Council desires the Council will make any inspection within twenty (20) Working Days of that notice and within fifteen (15)

Working Days of the date of the inspection the Council will notify the Owners in writing of any defects or damage arising which is required to be remedied before the issue of the Final Certificate and the Council will if then satisfied that any damage or defects have been made good by the Owners to the reasonable satisfaction of the Council issue the Final Certificate to that effect within twenty (20) Working Days

8. If within the twenty (20) Working Days specified in paragraph 7 above the Council has not inspected the Open Space on the Site and the Owners have not agreed an extension thereto then the Council shall be deemed to have inspected the same and found it satisfactory and shall issue the Final Certificate when requested so to do by the Owners

9. Following the issue of the Final Certificate in respect of the Open Space to be provided within the Site the Owners shall transfer the Open Space to a Management Company on the terms set out in Schedule 4

10. Unless and until any transfer of the Open Space provided on the Site to the Management Company the Owners shall maintain the Open Space provided within the Site in accordance with the Management Plan approved pursuant to paragraph 1 above and shall allow the use of the Open Space by the general public from the date the Provisional Certificate is issued and maintain public indemnity insurance in the sum of at least five million pounds (£5,000,000) (in aggregate) in respect of the same

11. If the Owners wish to transfer any of the Open Space on the Site to a Management Company in accordance with paragraph 9 above the transfer shall require the Management Company to maintain such Open Space to be provided within the Site in accordance with the Management Plan approved pursuant to paragraph 1 above and shall allow the use of the Open Space to be by the general public and shall maintain public indemnity insurance in the sum of at least five million pounds (£5,000,000) (in aggregate) in respect of the same

SCHEDULE 3

The Council's Covenants with the Owners

1. Upon receipt of the payment of any of the Contributions to the Council to place the Contributions in an interest bearing account or in separate accounts as the Council shall in its absolute discretion decide from which any relevant expended payment may be readily identified from periodic statements until such time as such Contributions (or parts thereof) are applied for their respective purposes identified by this Agreement

2. Upon written request by the Owners at reasonable intervals (but not more frequently than once every three (3) months) to provide the Owners with a breakdown of the expenditure from the Contributions as have been paid to the Council

3. To apply any of the Contributions which have been paid to the Council for their respective specified purposes and not to any other purposes

4. Following receipt of a written request from the payer of any Contribution made to the Council under this Agreement the Council will repay to such payer the balances (if any) of any such monies paid to the Council which at the date of receipt of such request have not been expended together with any interest which has accrued to the Council on them (after deduction of tax where requisite and any other sum required to be deducted by law) PROVIDED THAT:

   4.1 no such request shall be made prior to the expiration of ten (10) years from the date of the payment to the Council of the Contribution in question

   4.2 any part of any Contribution which the Council has contracted to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council prior to that date

5. For the avoidance of doubt the Council will be entitled to treat any accrued interest on any Contribution paid to the Council as if it were part of the Contribution

6. At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations (or any individual obligation) contained in this Agreement, Provided That the Council is satisfied that such obligations have been performed

SCHEDULE 4

Provisions relating to the transfer of the Open Space

The Transfer of the Open Space to the Management Company shall:

i. be a transfer of the entire freehold interest of the Open Space

ii. be free from any pre-emption or option agreement

iii. be free from any mortgage, charge, lien or other such incumbrance

iv. be free from any lease, licence or any other third party interests

v. be subject to a covenant which prohibits the use of the Open Space for any purpose other than for public recreation and amenity

vi. include all usual and necessary rights of way with or without vehicles for the benefit of the Open Space

vii. reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Open Space

viii. reserve in favour of the Owner the right to lay and use new services subject to the prior written agreement of the Council together with any rights of entry to inspect, repair, renew, cleanse and maintain the same

ix. declare that boundary structures shall belong to and be maintained by the owners of the Dwellings which adjoin the Open Space

x. not require consideration in excess of one pound (£1)

xi. contain a covenant for the benefit of the Council that the Management Company will manage and maintain the Open Space in accordance with the approved Management Plan

SIGNED as a deed by **MARK PETERS**)

in the presence of the Witness named below)

and **DELIVERED** by the said (name of person))

Name of Witness

Signature of Witn

Address ..... Langley Wellington LLP Solicitors
Royal House 60 Bruton Way
Gloucester GL1 1EP
DX 7525 Gloucester
Tel: 01452 521286

Occupation.....

SIGNED as a deed by **GEOFFREY PETERS** as attorney for

SHARRON PARTRIDGE under a power of attorney

Dated 29 August 2018)

in the presence of the Witness named below)

and **DELIVERED** by the said (name of person))

.....

GEOFFREY PETERS as attorney for

SHARRON PARTRIDGE

Name of Witness

Signature of Witn

Address ..... Langley Wellington LLP Solicitors
Royal House 60 Bruton Way
Gloucester GL1 1EP
DX 7525 Gloucester
Tel: 01452 521286

Occupation.....

Signed as a deed by [redacted]

as attorney for **GLADMAN DEVELOPMENTS LIMITED** under a power of attorney dated 23 August 2018

..... [redacted] .....

as attorney for **GLADMAN DEVELOPMENTS LIMITED**

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

[redacted]

Gladman Legal Department

Gladman House

Alexandria Way

Congleton Business Park

Congleton Cheshire

CW12 1LB

Occupation of Witness

Solicitor

THE COMMON SEAL of THE COUNCIL)
FOR THE BOROUGH OF TEWKESBURY)
was hereto affixed in the presence of:

11572

[redacted]

Authorised Signatory