

DATED

2012

BETWEEN:-

(1)

AND

(2) SHROPSHIRE COUNCIL

AGREEMENT

Pursuant to Section 106 Town & Country Planning Act 1990

Relating to Land at.....

**REGISTERED PROVIDER EXCEPTION SITES  
(Rent and Shared Ownership)**



LEGAL AND DEMOCRATIC SERVICES  
The Shirehall Abbey Foregate Shrewsbury SY2 6ND  
DX 702024 Shrewsbury 2

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**THIS AGREEMENT** is made the                      day of                      two thousand and ten

**BETWEEN:-**

- (1)                      (“the Landowner”) and
- (2)                      **SHROPSHIRE COUNCIL** of Shirehall, Abbey Foregate, Shrewsbury SY2 6ND (“the Council”).

**INTRODUCTION**

1.                      The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated and accordingly is the person who is entitled to enforce the obligations contained in this Agreement
2.                      The Landowner is the freehold owner of the Site free from encumbrances that would prevent the Landowner from entering into this Agreement
3.                      The Landowner submitted the Application to the Council on                      and pursuant to the Application has applied for full planning permission for the Development
4.                      The Council supports the Development subject to completion of this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement
5.                      The Application was approved by the Council’s                      Planning Committee at its meeting on
6.                      The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Landowner and their respective successors in title in the event that Planning Permission is granted for the Application

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

## OPERATIVE PART

### 1 DEFINITIONS

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

“Act”	Means the Town and Country Planning Act 1990 (as amended).
“Affordable Housing Dwellings”	Means Dwellings that will be owned and managed by a Registered Provider and made available for Occupation by eligible persons in accordance with the Council’s Housing Allocation Policy and Scheme.
“Affordable Rent Dwellings”	<p>Means the Affordable Housing Dwellings constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as rented housing as prescribed in the Third Schedule to this Agreement.</p> <p>Lettings shall be made to eligible persons under a form of tenancy prescribed by the Homes and Communities Agency and at a rent (inclusive of applicable service charges) that shall be no greater than 80% of the local Market Rent for the Dwelling or the maximum amount of local housing allowance payable for the Dwelling (whichever is the lower).</p> <p>Provisions for tenancy management and rent increases are also prescribed by the Homes and Communities Agency.</p>
“Application”	Means a planning application made to the Council by the Landowner and allocated the reference _____ by the Council.
“Cascade Criteria”	Means the Cascade Criteria annexed hereto as part of the Fourth Schedule.
“Choice Based Lettings System”	Means the Council’s system for advertising Affordable Housing Dwellings as being available for occupation.

“Commencement Date”	Means the date upon which the Development shall be implemented by the carrying out on the Site pursuant to the Planning Permission of a material operation specified in Section 56 of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundaries and laying out of access roads and services shall for the purposes of this Agreement be deemed not to be material operations and “Commencement Date” shall be construed accordingly.
“Development”	Means the Development of the Site in accordance with the Planning Permission.
“Discounted Rent Dwellings”	Means the Affordable Housing Dwellings constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as rented housing as prescribed in the Third Schedule to this Agreement.
	Lettings shall be made under an assured shorthold tenancy and at a rent (inclusive of applicable service charges) that shall be no greater than 80% of the Market Rent for the Dwelling or the maximum amount of local housing allowance payable for the Dwelling (whichever is the lower).
	The maximum annual rent increase for the Dwelling will be Retail Price Index (RPI) + 0.5%. RPI will be taken as at September of the previous year (all items – percentage change over 12 months) as published by the Office of National Statistics (or any equivalent data source published by them or their successors in title).
“Dwelling”	Means a residential Dwelling that may be built on the Site as part of the Development and reference to “Dwellings” shall be construed accordingly.
“Homes and Communities Agency”	Means the Homes and Communities Agency (HCA) or the Tenant Services Authority or any other body undertaking the previous functions of the Housing Corporation under the Housing and Regeneration Act 2008.

“Housing Allocations Policy and Scheme”	Means the Council’s adopted policy and procedure for allocating Affordable Housing Dwellings to eligible persons.
“Interest”	Means interest at 4 per cent above the base lending rate of Barclays Bank plc from time to time.
“Local Area”	Means the administrative area of the Parish of xxxxxxxxxx together with the administrative area of any other Parishes forming part of the settlement where the Site lies, or as widened further through operation of the Cascade Criteria.
“Local Lettings Plan”	Means a written agreement made between the Council and the Registered Provider that is permitted in accordance with the Housing Allocations Policy and Scheme and used to help promote a sustainable mix and balance of residents at the development.
“Local Need Criteria”	Means the strong local connection criteria annexed hereto as part of the Fourth Schedule.
“Market Rent”	Means the estimated amount for which the Dwelling should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm’s-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion.
“Occupy/Occupation” and Occupied”	Means occupation for residential purposes 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.
“Open Market Value”	Means the price which the Dwelling would fetch on the open market by a willing vendor to a willing purchaser with that value being determined between the occupier of a Shared Ownership Dwelling and the Registered Provider in accordance with the provisions of the lease for such a Dwelling.
“Plan 1”	Means the plan attached to this Agreement marked “Plan 1”.
“Plan 2”	Means the plan attached to this Agreement

marked "Plan 2".

"Planning Permission"

Means the planning permission that may be granted by the Council in pursuance of the Application for the development of Dwellings as set out in the Second Schedule.

"Registered Provider"

Means a housing association or registered social landlord or other body registered with the Homes and Communities Agency (which shall include any successor in title) as a provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008.

"Restricted Staircasing"

Means the purchasing of a maximum of 80% of the equity interest in a Shared Ownership Dwelling from a Registered Provider pursuant to the terms of a Shared Ownership lease and or any other similar shared equity scheme.

"Shared Ownership Dwellings"

Means the Affordable Housing Dwellings to be constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation to persons as a form of low cost home ownership on a part buy/part rent basis in accordance with a form of lease permitted by the Homes and Communities Agency and on the terms prescribed in the Third Schedule to this Agreement.

"Shropshire Housing Partnership"

Means any Registered Provider or constituted approved community land trust working with the Council to provide Affordable Housing Dwellings.

"Site"

Means the freehold land described in the First Schedule.

"Social Rent Dwellings"

Means the Affordable Housing Dwellings to be constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation to persons as rented housing as prescribed in the Third Schedule to this Agreement.

Lettings shall be made under an assured tenancy at a rent equal to or less than the prevailing target rent level (exclusive of applicable service charges) permitted by the Homes and Communities Agency through its national rent regime.

## **2 CONSTRUCTION OF THIS AGREEMENT**

- 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 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 their respective statutory functions
- 2.7 The clause headings do not affect its interpretation
- 2.8 References to the Site include any part of it
- 2.9 "Including" means "including, without limitation"
- 2.10 Any covenant by the Landowner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing
- 2.11 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected

## **3. LEGAL BASIS**

- 3.1 This Agreement is made pursuant to Section 106 of the Act



- 3.2 The covenants, restrictions and requirements imposed upon the Landowner under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council against the Landowner

#### **4 CONDITIONALITY**

- 4.1 This Agreement is conditional upon the Commencement of Development save for the provisions of Clauses 7.2, 14 and 15 and any other relevant provisions which shall come into effect immediately upon completion of this Agreement

#### **5 THE LANDOWNER'S COVENANTS**

- 5.1 The Landowner covenants with the Council as set out in the Third Schedule

#### **6 THE COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Landowner as set out in the Fifth Schedule

#### **7 MISCELLANEOUS**

- 7.1 The Landowner shall pay to the Council on completion of this Agreement the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement in the sum of £ ( pounds)
- 7.2 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Agreement shall be registerable as a local land charge by the Council
- 7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Landowner from the Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent approval or expression of satisfaction shall be given on behalf of the Council by the relevant Planning Area Manager and the Housing Enabling Manager as appropriate and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 7.5 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement
- 7.6 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
- 7.7 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 Landowner) it is modified by any statutory procedure or expires prior to the Commencement of Development

- 7.8 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 any part thereof but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.9 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) granted (whether or not on appeal) after the date of this Agreement

## **8 MORTGAGEE EXEMPTION CLAUSES**

8.1 It is hereby agreed and declared between the parties that the covenants contained in this Agreement shall not be binding on a mortgagee or chargee in possession of the whole or any part of the Site or a receiver appointed by such mortgagee or chargee or a bona fide purchaser for value thereof from such a mortgagee or chargee in possession or receiver appointed (except in the case of a purchaser which is a Registered Provider) or the successors in title of such purchaser with the intent that the clauses in this Agreement shall cease to bind the Site in perpetuity PROVIDED that:-

- (i) such a mortgagee or chargee in possession or receiver appointed exercising any power of sale or leasing shall first use all reasonable endeavours over a period of three months to dispose of the Site to a Registered Provider and which Registered Provider shall covenant with the Council in accordance with the clauses in this Agreement that the said mortgagee or chargee or receiver shall as consideration for such disposal always be entitled to the greater of the sums as set out in (ii) below
- (ii) if any such mortgagee or chargee or receiver is unable within the said period of three months to dispose of the Site in accordance with sub clause (i) above they shall next have given notice to the Council offering to transfer the Site to the Council at a consideration representing either the open market value thereof (being the value of the Site unencumbered by this Agreement) at the date of the notice subject to any leases or tenancies then subsisting and as if the clauses in this Agreement were not still in force the amount of such consideration to be agreed between the Council and the mortgagee or chargee or receiver and failing such agreement to be determined by a Member of the Royal Institute of Chartered Surveyors acting as an expert and not as an arbitrator to be appointed by joint agreement of the parties (the costs of his appointment and acting to be met by the parties in equal shares) or the sum outstanding under any mortgages on the Site whichever shall be the greater AND either
- (a) the Council shall within 42 days of receipt of the notice given by the mortgagee or chargee or receiver have given notice in writing that it does not wish to acquire the Site or shall have failed to respond to such notice; or
- (b) if the Council has served notice on the mortgagee or chargee or receiver pursuant to (a) above and it shall have failed to complete the transfer of the Site within eight weeks of the price having been agreed between the Council and the mortgagee or chargee or receiver or, in the absence of such

agreement, within eight weeks of the price having been determined by the said expert

## 8.2 Shared Ownership Mortgagee Exemption

It is agreed between the parties that in the event that a mortgagee or a chargee of a Dwelling that is occupied on the basis of a Shared Ownership Lease takes possession of the said Dwelling from the Leaseholder ("the Leaseholder") then, under this Agreement that said mortgagee or chargee must comply with the following procedures;

- 8.2.1 It shall give notice in writing to the Chief Executive of the Registered Provider or to any other Registered Provider that it may have transferred the Site or Dwellings of its possession and shall offer to dispose of the leasehold interest in the Dwelling at the price of the consideration of the equity share paid by the Leaseholder or the sum outstanding under any mortgage or charge on the Dwelling whichever is the greater ("the Offer")
- 8.2.2 The Registered Provider shall within twenty working days of receipt of the Offer notify the mortgagee or chargee of its decision either to accept the Offer or to decline it
- 8.2.3 If the Registered Provider decides to accept the Offer it shall complete the transfer of the leasehold interest in the Dwelling within thirty working days of the Offer acceptance and shall following completion of the transfer of the Dwelling pursuant to this sub-clause remarket the Dwelling in accordance with this Agreement to another purchaser
- 8.2.4 In the event that the Registered Provider shall decline the Offer the mortgagee or chargee shall give notice in writing to the Council of its intention to sell to it on the basis of the Offer in 8.2.1
- 8.2.5 The Council shall within twenty working days of the Notice notify in writing the mortgagee or chargee of its intention to either accept or decline the Offer
- 8.2.6 If the Registered Provider decides to accept the Offer it shall complete the transfer of the leasehold interest in the Dwelling within thirty working days of the Offer acceptance
- 8.2.7 In the event that the Council declines the Offer the mortgagee or chargee shall be free to market and dispose of the leasehold interest in the Dwelling subject to the provisions in this Agreement as it relates to the Shared Ownership Dwellings
- 8.2.8 In the event that the mortgagee or chargee shall dispose of the leasehold interest in the Dwelling in accordance with the provisions of clause 8.2.7 it shall apply the proceeds of sale in the following order:-
  - (i) to itself to satisfy the amount owing under its mortgage or charge;
  - (ii) to the Registered Provider in respect of any sums properly due under the lease;
  - (iii) to apply any further sums in accordance with the mortgagee or chargee's statutory obligations.

## **9 WAIVER**

- 9.1 No waiver (whether express or implied) by the Council or Landowner 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 or Landowner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

## **10 CHANGE IN OWNERSHIP**

- 10.1 The Landowner agrees with the Council to give to the Council as soon as practicably possible written notice of any change in ownership of any of its interests in 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 by reference to a plan

## **11 INTEREST**

- 11.1 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**

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

## **13 JURISDICTION**

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

## **14 DELIVERY**

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

## **15 ARBITRATION**

- 15.1 In the event of any dispute or difference arising out of this Agreement between the parties (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to a sole arbitrator to be agreed between the parties and being a member of the Royal Institute of Chartered Surveyors or in the absence of agreement on the application of any party by the President of the Royal Institute of Chartered Surveyors and in these respects these representations shall be considered as a submission to arbitration within the meaning of the Arbitration Act 1996

Executed as a Deed on the date specified at the commencement of this Agreement

## FIRST SCHEDULE

### Details of the Landowner's Title, and description of the Site

ALL THAT freehold land situate \_\_\_\_\_ as the same is  
registered (inter alia) with absolute title at HM Land Registry under title number SL \_\_\_\_\_ and  
shown edged red on Plan 1

DRAFT SECTION 106 AGREEMENT

**SECOND SCHEDULE**

**Form of notice of planning permission**

Full Planning Permission reference  
pursuant to the Application

in the form annexed hereto issued

DRAFT SECTION 106 AGREEMENT

## THIRD SCHEDULE

### The Landowner's covenants with the Council

#### 1. Affordable Housing

- 1.1 The Landowner covenants with the Council that:-
- 1.1.1 All of the Dwellings to be constructed on the Site pursuant to the Planning Permission shall be Affordable Housing Dwellings made available as xxx number Affordable Rent Dwelling(s) or Social Rent Dwelling(s) or Discounted Rent Dwelling(s) denoted as plots xxxx on Plan 1 together with xxx number Shared Ownership Dwelling(s) denoted as plots xxxx on Plan 2 (or such other Affordable Housing Dwelling tenure type and mix as the Council may approve in writing) to be Occupied in accordance with the provisions set out in this Schedule; and
- 1.1.2 Prior to the Commencement Date it shall submit to the Council written confirmation of the agreed Affordable Housing Dwelling tenures types and bedspace numbers on a plot by plot basis
- 1.2 (Save in the case where it is a Registered Provider) the Landowner shall transfer each of the Affordable Housing Dwellings to a Registered Provider for a sum to be agreed between those parties
- 1.3 The Landowner further covenants with the Council as follows:-
- 1.3.1 Not to permit the Occupation of any of the Dwellings other than strictly in accordance with the policies and procedures set out in the following clauses
- 1.3.2 Except as provided for by clause 1.3.9 of this Schedule the Dwellings shall at all times be allocated in accordance with the Council's Housing Allocations Policy and Scheme and advertised through its preferred Choice Based Lettings System (such Policy and Scheme and System may be amended and notified from time to time by the Council)
- 1.3.3 The Dwellings shall at all times be managed in accordance with such published policies and procedures as may be adopted from time to time by the Registered Provider
- 1.3.4 Except as provided for by clause 1.3.9 of this Schedule each Dwelling shall at all times be allocated to an eligible person who is considered by the Registered Provider to be in need of such accommodation and who:
- (i) has prior to such allocation satisfied the Local Need Criteria and the requirements of any Local Lettings Plan agreed in writing by the Council in operation at that particular time;

#### PROVIDED THAT

- (ii) if upon an Affordable Housing Dwelling becoming available for Occupation whether upon taking initial possession or at any time subsequently the Registered Provider is unable to fill any vacancy arising in accordance with

the terms hereinbefore mentioned for a period of no less than six weeks the Registered Provider shall apply the following sub-clauses and shall be permitted to allocate that Dwelling to:

- (iii) a person who is considered by the Registered Provider to be in need of such accommodation and who immediately prior to the allocation meets the requirements of any Local Lettings Plan agreed in writing by the Council in operation at that particular time *and* the Cascade Criteria detailed in the Fourth Schedule
- 1.3.5 The Shared Ownership Dwelling shall be marketed for acquisition on the basis of a purchase price of at least 25% of the Open Market Value with a rent payable by the occupier of no more than 2.75% of the retained equity at the Open Market Value
- 1.3.6 The occupier of a Shared Ownership Dwelling shall have the right to increase his ownership share in the Dwelling by purchasing additional equity over time at a price reflecting the Open Market Value of the share being acquired at the date of acquisition BUT SUBJECT TO Restricted Staircasing
- 1.3.7 The occupier of a Shared Ownership Dwelling shall not dispose of their interest in it nor offer so to do until they have first offered it in writing at the applicable share of Open Market Value to the Registered Provider who within twelve weeks of service of any such offer must serve written notice on the said occupier either:-
- a) declining the offer; or
  - b) stating that it will accept the offer; or
  - c) declining the offer but nominating alternative purchaser(s)
- 1.3.8 The acceptance by the Registered Provider of an offer made under sub-clause 1.3.7 (b) or (c) of this Schedule shall be on the following terms:
- a) the amount payable in respect of the occupier's interest in the Shared Ownership Dwelling shall be the applicable share of Open Market Value; and
  - b) any purchaser(s) nominated by the Registered Provider under sub-clause 1.3.7 (c) shall have satisfied the requirements of the Local Needs Criteria and any Local Lettings Plan agreed in writing by the Council as being applicable at that date
- 1.3.9 If the Registered Provider does not serve a notice upon the occupier within the twelve week period specified in clause 1.3.7 hereof or if the Registered Provider serves a notice in accordance with the provisions of sub-clause 1.3.7 (a) then the occupier may dispose of their interest in the relevant Shared Ownership Dwelling in accordance with clause 1.3.10 of this Schedule
- 1.3.10 Any disposal by the occupier in accordance with clause 1.3.9 of this Schedule shall be at the applicable share of Open Market Value and subject to the purchaser satisfying the requirements of the Cascade Criteria detailed in the Fourth Schedule SAVE THAT the twelve week period referred therein shall be deemed to have passed during the operation of clause 1.3.7



## **FOURTH SCHEDULE**

### **Local Need Criteria and Cascade Criteria**

#### **Local Need Criteria**

Prospective occupiers of the Affordable Housing Dwellings must demonstrate their strong local connections to the Local Area. This requires them to satisfy the Registered Provider that at least one adult member of the household meets at least **two** of the following criteria:

- Their parents were permanently resident in the local area at the time of the applicant's birth
- They were in permanent residence in the local area for any period of five years as a child attending a local school (or who for special reasons attended a school outside of the local area but would have been expected to attend a local school but for those special reasons);
- They are currently lawfully resident in the local area and have lived there for at least the last three years
- They don't currently live in the local area but have previously lived there at some point for fifteen continuous years as an adult
- They are currently employed or routinely carry out self-employed work within either the local area or five kilometres of the site
- They have a confirmed written offer of permanent work within either the local area or five kilometres of the site
- They can demonstrate active community involvement in the local area sustained for at least the previous two years; or are determined by the Parish Council as having some other form of strong connection with the local community and/or its hinterland.
- Their parents currently live in the local area; or another close family member who provides or requires a substantial degree of support currently lives in the local area
- If over fifty five years of age, they have a close family member currently living in the local area

#### **Cascade Criteria**

If an Affordable Housing Dwelling becomes available for allocation and the Registered Provider is unable to successfully allocate it to an eligible person who satisfies the Local Need Criteria within six weeks the geographical definition of "Local Area" shall be progressively widened over time and applied by the Registered Provider as follows:

1. After a period of six weeks, the definition of "Local Area" may be extended to also include a ten kilometre radius of the Site (excluding from that radius any settlements exceeding 3,000 persons), and if the settlement is part of a 'community cluster, all parishes included within that cluster

2. After twelve weeks, the definition of “Local Area” may be extended further to include anywhere within the Shropshire Council area as a whole, including all settlements exceeding 3,000 persons

DRAFT SECTION 106 AGREEMENT

## **FIFTH SCHEDULE**

### **The Council's Covenants**

#### **Issue of Planning Permission**

1. The Council hereby covenants with the Landowner that it shall issue the Planning Permission within 14 days of the date of this Agreement

#### **Discharge of obligations**

2. At the written request of the Landowner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

DRAFT SECTION 106 AGREEMENT

**Executed as a Deed on the date specified at the commencement of this Agreement**

Signed as a Deed by )

)

acting by:- )

Director:

Director/Secretary:

The **COMMON SEAL** of )

**SHROPSHIRE COUNCIL** )

was hereunto affixed )

in the presence of:- )

Authorised Signatory

DRAFT SECTION 106 AGREEMENT