

DATED 15<sup>th</sup> August 2023

**CUMBERLAND COUNCIL (1)**

**- and -**

**HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND) (2)**

---

**AGREEMENT**

pursuant to  
Section 106 of the Town and Country Planning  
Act 1990 relating to  
land at Harras Moor, Whitehaven

Planning Application Reference: 4/18/2287/001

PINS Reference: APP/Z0923/W/23/3316104

---

**WALKER MORRIS LLP**

33 Wellington Street  
LEEDS  
LS1 4DL  
Tel: 0113 2832500  
Fax: 0113 2459412  
Ref: CAS/ HOM00150.593

## CONTENTS

| Clause | Heading                                                          | Page |
|--------|------------------------------------------------------------------|------|
| 1      | INTERPRETATION .....                                             | 4    |
| 2      | CONSTRUCTION OF THIS DEED .....                                  | 22   |
| 3      | LEGAL BASIS .....                                                | 23   |
| 4      | CONDITIONALITY .....                                             | 23   |
| 5      | THE OWNER’S COVENANTS .....                                      | 24   |
| 6      | THE COUNCIL’S COVENANTS .....                                    | 24   |
| 7      | CHANGE IN OWNERSHIP .....                                        | 24   |
| 8      | RELEASE.....                                                     | 24   |
| 9      | DETERMINATION OF DEED .....                                      | 26   |
| 10     | LOCAL LAND CHARGE .....                                          | 26   |
| 11     | COUNCIL'S COSTS .....                                            | 26   |
| 12     | INTEREST ON LATE PAYMENT .....                                   | 26   |
| 13     | DISPUTE RESOLUTION.....                                          | 26   |
| 14     | NO FETTER OF DISCRETION .....                                    | 27   |
| 15     | NO COMPENSATION PAYABLE.....                                     | 27   |
| 16     | WAIVER .....                                                     | 27   |
| 17     | FUTURE PERMISSIONS.....                                          | 28   |
| 18     | AGREEMENTS AND DECLARATIONS .....                                | 28   |
| 19     | FURTHER SECTION 73 CONSENTS.....                                 | 28   |
| 20     | NOTICES .....                                                    | 29   |
| 21     | CERTIFICATES .....                                               | 30   |
| 22     | CANCELLATION OF ENTRIES .....                                    | 30   |
| 23     | VALUE ADDED TAX .....                                            | 31   |
| 24     | THIRD PARTY RIGHTS .....                                         | 31   |
| 25     | JURISDICTION .....                                               | 31   |
| 26     | DELIVERY .....                                                   | 31   |
|        | SCHEDULE 1 – OWNER’S COVENANTS .....                             | 32   |
|        | SCHEDULE 2 – COUNCIL’S COVENANTS .....                           | 44   |
|        | APPENDIX 1 PLAN .....                                            | 47   |
|        | APPENDIX 2 DRAWING NO: A090070-410-TTE-00-XX-DR-C-P012-P02 ..... | 48   |

THIS DEED is made on the

15

day of

August

2023

**BETWEEN:**

- (1) **CUMBERLAND COUNCIL** of Cumbria House, 117 Botchergate, Carlisle CA1 1RD (“**Council**”); and
- (2) **HOMES AND COMMUNITIES AGENCY** (trading as **HOMES ENGLAND**) of One Friargate, Coventry CV1 2GN (“**Owner**”)

together the “**Parties**” and reference to “**Party**” shall be construed accordingly.

**WHEREAS**

- (A) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Land is situated.
- (B) The Owner is the freehold owner of the Land registered at the Land Registry under Title Number CU214910 and holds the Land subject as stated on the register.
- (C) The Owner submitted the Planning Application to Copeland Borough Council (“**Previous Council**”) for the proposed Development. Copeland Borough Council was subject to the Structural Changes (Cumbria) Order 2022 (SI 2022/331) and on 1<sup>st</sup> April 2023, Copeland Borough Council, alongside with other borough, city, district and County councils were replaced by a new authority, Cumberland Council.
- (D) The Previous Council resolved on 18<sup>th</sup> August 2022 to refuse to grant the Planning Permission and the Appeal has been lodged on behalf of the Owner.
- (E) The Owner by entering into this Deed does so to create planning obligations in respect of its interest in the Land and each part of it in favour of the Council pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained.
- (F) The parties consider that the planning obligations contained in this Deed comply with Regulation 122 of the CIL Regulations.

## AGREED TERMS

### 1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in this Deed:

**“1990 Act”** means the Town and Country Planning Act 1990 (as amended from time to time);

**“Additional First Homes Contribution”** means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 1.9.8, 1.9.9 or 1.11 of Schedule 1, the lower of the following two amounts:

- (a) 30% (thirty percent) of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home;

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home;

**“Affordable Housing”** means housing provided to eligible households whose needs are not met by the market in accordance with the definition set out in Annex 2 of the NPPF;

**“Affordable Housing  
Commutated Sum”**

means if applicable the sum to be agreed between the Council and the Owner and which shall represent the difference between the sum of the Market Value of the relevant Affordable Housing Unit at the time the relevant dwelling(s) were to be transferred and the estimated sum that would have been paid to the Owner by a Registered Provider for the relevant Affordable Housing Unit (to be calculated having regard to market conditions at the time the Affordable Housing Commuted Sum is to be paid and the transfer values of similar affordable dwellings that have been or would be acquired by other Registered Providers within the Cumberland district at or around this time), which may be payable by the Owner to the Council in accordance with the provisions of paragraph 1.7 of Schedule 1 which shall be used by the Council towards providing and/or improving Affordable Housing within the Cumberland district;

**“Affordable Housing  
Scheme”**

means a scheme in respect of the Land or a Phase which contains Dwellings to be submitted in writing by the Owner to the Council for approval in writing detailing:

- (a) the tenure of Affordable Housing Units in accordance with the Reserved Matters Approval;
- (b) the size, type and location of the Affordable Housing Units;
- (c) how the Owner will ensure that the Affordable Dwellings will remain as Affordable Housing in perpetuity; and
- (d) timing of delivery of the Affordable Housing Units in connection with occupations of Market Housing Units on the Land or on a Phase as the case may be;

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Affordable Housing Units”</b> | means 15% (fifteen percent) of the Dwellings consisting of Affordable Rented Units, First Homes and Shared Ownership Units to be provided on the Land or on a Phase as the case may be as Affordable Housing in accordance with a Reserved Matters Approval, an approved Affordable Housing Scheme and the provisions of Schedule 1 and <b>“Affordable Housing Unit”</b> shall be construed accordingly;                                                  |
| <b>“Affordable Rent”</b>          | means an affordable rent that is subject to rent controls that require a rent of no more than 80% (eighty percent) of the local Market Rent (including any Service Charge, where applicable), as defined in Annex 2 of the NPPF;                                                                                                                                                                                                                          |
| <b>“Affordable Rented Units”</b>  | means the Affordable Housing Units to be made available at an Affordable Rent or a Social Rent and to be provided on the Land or on a Phase as the case may be by Registered Providers in accordance with paragraph a) of Annex 2 of the NPPF and in accordance with a Reserved Matters Approval, an approved Affordable Housing Scheme and the provisions of Schedule 1 and reference to <b>“Affordable Rented Unit”</b> shall be construed accordingly; |
| <b>“Appeal”</b>                   | means the appeal (PINS Reference No. APP/Z0923/W/23/3316104) lodged on behalf of the Owner against the Council's refusal on 18 <sup>th</sup> August 2022 to grant planning permission for the Planning Application;                                                                                                                                                                                                                                       |
| <b>“Armed Service Member”</b>     | means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the 5 (five) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former                                                                                                                                 |

member whose death was caused wholly or partly by their service;

**“Chargee”**

means a chargee or mortgagee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator) (each a **Receiver**) of the whole or any part of the Shared Ownership Units and/or the Affordable Rented Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver;

**“CIL Regulations”**

means the Community Infrastructure Levy Regulations 2010 (as amended);

**“Cleator Moor Road Junction Improvements”**

means improvements to the Cleator Moor Road/Main Street junction in accordance with a scheme of works being proposed by the Council as referred to in the ‘Cumbria County Council & Copeland Borough Council: Copeland Transport Improvements Study: Final Report, August 2021’ and in the emerging Local Plan Infrastructure Delivery Plan Stage 2 Update (Sept 2022);

**“Commencement of Development”**

means the carrying out in relation to the Development (or where in the context so referred in this Deed the relevant Phase or Dwelling) of any material operation as defined by section 56(4) of the 1990 Act but disregarding 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, ecological mitigation, 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”** and **“Commence”** shall be construed accordingly;

- “Compliance Certificate”** means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser unless paragraph 1.9.2 of Schedule 1 applies;
- “Decision Letter”** means the letter issued by the Inspector or the Secretary of State determining the Appeal;
- “Default Interest Rate”** means 4% (four percent) above the base rate from time to time of HSBC Bank plc;
- “Development”** means the development of the Land authorised by the Planning Permission;
- “Disposal”** means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:
- (a) a letting or sub-letting in accordance with paragraph 1.10 of Schedule 1;
  - (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner;
  - (c) an Exempt Disposal;

and **“Disposed”** and **“Disposing”** shall be construed accordingly;

**“Dwelling”**

means a residential dwelling to be constructed as part of the Development and **"Dwellings"** shall be construed accordingly;

**“Eligibility Criteria  
(Local)”**

means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

- (a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (Local); and
- (b) any or all of criteria (i) (ii) and (iii) below are met:
  - (i) the purchaser meets the First Homes Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the First Homes Local Connection Criteria); and/or
  - (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or
  - (i) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker;

**“Eligibility Criteria  
(National)”**

means criteria which are met in respect of a purchase of a First Home if:

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“First Home Sale Price”</b>             | means the price of the First Homes to be agreed with the Council prior to the disposal of any of the First Homes but that shall be a price equal to the Market Value of an equivalent Market Housing Unit less a discount equal to 30% (thirty percent) of the Market Value;                                                                                                                                                                                                    |
| <b>“First Time Buyer”</b>                  | means a prospective purchaser as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003 who has not been the owner of any other housing (whether as outright owner or with mortgages or other loan finance) either in whole or part at any previous time within the United Kingdom and who cannot otherwise afford to rent or buy housing generally available on the open market within Cumberland and reference to "First Time Buyers" shall be construed accordingly; |
| <b>“Highway Junction Improvements Sum”</b> | means a sum to be agreed between the Council and the Owner at the time the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme is submitted to the Council for approval in accordance with the provisions of paragraph 5.1 of Schedule 1;                                                                                                                                                                                                                         |
| <b>“Homes England”</b>                     | means the Homes and Communities Agency trading as Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);                                                                                                                                                                                            |
| <b>“Income Cap (Local)”</b>                | means £80,000.00 (eighty thousand pounds) or such other local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home;                                                                                                                                                                                                                                                                           |
| <b>“Income Cap (National)”</b>             | means: <ul style="list-style-type: none"> <li>(a) in the case of a First Home situated within the administrative area of any London Borough</li> </ul>                                                                                                                                                                                                                                                                                                                          |

Council (including the City of London),  
£90,000.00 (ninety thousand pounds); and

- (b) in the case of any other First Home, £80,000.00  
(eighty thousand pounds));

or such other sum as may be published for this purpose  
from time to time by the Secretary of State and is in  
force at the time of the relevant disposal of the First  
Home;

**“Independent Valuer”**

means a member of the Royal Institution of Chartered  
Surveyors appointed by the Owner at its own cost but  
first approved by the Council;

**“Inspector”**

means an inspector appointed by the Secretary of State  
to determine the Appeal pursuant to Schedule 6, of the  
Act;

**“Key Worker”**

means a person employed or with a confirmed job offer  
in one of the following categories of employment:

- (a) NHS staff;
- (b) police officers;
- (c) firefighters;
- (d) transport workers; and
- (e) teachers;

or such other categories of employment as may be  
published by the Council from time to time as the “First  
Homes Key Worker criteria” and is in operation at the  
time of the relevant disposal of the First Home and for  
the avoidance of doubt any such replacement criteria in  
operation at the time of the relevant disposal of the First  
Home shall be the “**Key Worker**” criteria which shall  
apply to that disposal;

**“Land”**

means the land at Harras Moor, Whitehaven as shown edged red on the Plan against which this Deed may be enforced;

**“Local Connection  
Criteria”**

means either (a) or (b) below:

- (a) local connection means:
  - (i) normally resident in the administrative area of the Council for at least six (6) out of the last 12 (twelve) months or 3 (three) out of the last 5 (five) years; or
  - (ii) by virtue of family association normally meaning that the applicant has parents, grandparents, adult children, grandchildren, a brother or a sister currently living within the administrative area of the Council who have been normally resident within the administrative area of the Council for at least 5 (five) years; or
  - (iii) in the administrative area of the Council secured employment for at least 1 (one) year and a minimum of 20 (twenty) hours per week; or
- (b) such other local connection criteria as may be published by the Council from time to time as its “First Homes Local Connection Criteria” and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the “Local Connection Criteria”, which shall apply to that disposal;

|                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme”</b> | means a scheme of works implementable within the adopted highway boundary relating to works at the Main Street/Cleator Moor Road Mini Roundabout to include widening the Cleator Moor Road entry into the mini roundabout from one lane to two lanes as shown on Drawing No. A090070-410-TTE-00-XX-DR-C-P012-P02 attached hereto at Annex 2;                                                                                                                                                                                                                                                                                                |
| <b>“Main Street/Cleator Moor Road Mini Roundabout Improvements Works”</b>  | has the meaning given in paragraph 3.2.1 of Schedule 2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>“Management Company”</b>                                                | <p>means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes of carrying out future maintenance of the Open Space and:</p> <ul style="list-style-type: none"> <li>(a) which is incorporated in England and Wales or Scotland;</li> <li>(b) which has its registered office in England or Scotland;</li> <li>(c) whose primary objects permit it to maintain and renew areas of public open space;</li> <li>(d) its officers have prior experience of carrying out the maintenance of public open space, play areas and planting;</li> </ul> |
| <b>“Market Housing Unit”</b>                                               | means each and every Dwelling (other than an Affordable Housing Unit) to be constructed pursuant to the Development and <b>“Market Housing Units”</b> shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Market Rent”</b>                                                       | means the market rent of a Dwelling at the point of letting on the assumption that the Dwelling is a Market Housing Unit and not an Affordable Housing Unit;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|                       |                                                                                                                                                                                                                                                                                                                                              |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Market Value”</b> | means the market value of the relevant Affordable Housing Unit at the point of sale as validated by an accredited Independent Valuer on the assumption that the Dwelling was otherwise a Market Housing Unit and not an Affordable Housing Unit;                                                                                             |
| <b>“Mortgagee”</b>    | means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home; |
| <b>“Nominee”</b>      | means any Registered Provider or other body nominated by the Council for the purposes of paragraph 1.6 of Schedule 1;                                                                                                                                                                                                                        |
| <b>“NPPF”</b>         | means the National Planning Policy Framework published by the Department for Communities and Local Government in July 2021 (or any future guidance or initiative that replaces or supplements it);                                                                                                                                           |
| <b>“Occupation”</b>   | means occupation for the purposes permitted by the Planning Permission and a Reserved Matters Approval but not including personnel engaged in construction, fitting out, decoration, occupation for marketing or occupation in relation to security operations and <b>“Occupied”</b> and <b>“Occupy”</b> shall be construed accordingly;     |
| <b>“Open Space”</b>   | means the parts of the Development comprising circa. 7.1 hectares to be laid out as open space to include (and for the avoidance of doubt being outside of any plot curtilage) in accordance with a condition(s) annexed to the Planning Permission and/or a Reserved Matters Approval;                                                      |

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Open Space Management Plan”</b> | means a management plan setting out, graphically and/or in writing, the overall functional and aesthetic objectives of the Open Space such plan to include legal arrangements including ownership and management responsibilities, planned maintenance tasks, phased works, and monitoring procedures that will be taken after implementation to ensure that the scheme establishes successfully and is sustainable in the long-term; |
| <b>“Open Space Works”</b>           | means the works to be carried out on the Development for the laying out of the Open Space in accordance with a condition(s) annexed to the Planning Permission and/or a Reserved Matters Approval;                                                                                                                                                                                                                                    |
| <b>“Phase”</b>                      | means a phase of the Development detailed in the phasing plan approved in writing by the Council pursuant to a condition of the Planning Permission or in accordance with a Reserved Matters Approval as the case may be;                                                                                                                                                                                                             |
| <b>“Plan”</b>                       | means Drawing No. A090070-410 001 Rev B attached at Appendix 1 and marked ‘Plan’;                                                                                                                                                                                                                                                                                                                                                     |
| <b>“Planning Application”</b>       | means the application for outline planning permission registered by the Council on 26 <sup>th</sup> June 2018 under reference number 4/18/2287/001 for development of up to 370 dwellings with associated open space and infrastructure;                                                                                                                                                                                              |
| <b>“Planning Obligations”</b>       | means the obligations, conditions and stipulations set out in Schedule 1 and " <b>Planning Obligation</b> " shall be construed accordingly;                                                                                                                                                                                                                                                                                           |
| <b>“Planning Permission”</b>        | means a planning permission as may be granted by the Secretary of State pursuant to the Planning Application and the Appeal;                                                                                                                                                                                                                                                                                                          |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Practical Completion”</b> | means completion of the construction of any Market Housing Unit or Affordable Housing Unit together with all associated infrastructure works and service connections to such a standard that any such Market Housing Unit or Affordable Housing Unit is fit for human habitation, free of patent defects and complies with the Planning Permission and Reserved Matters Approval to enable beneficial Occupation;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Price Cap”</b>            | means the amount for which the First Home is sold after the application of the First Home Sale Price which on its first Disposal shall not exceed £250,000.00 (two hundred and fifty thousand pounds) or such other amount as may be published from time to time by the Secretary of State;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Protected Tenant”</b>     | <p>means as the case may be:</p> <ul style="list-style-type: none"> <li data-bbox="691 1030 1351 1321">(a) a tenant who has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any other statutory provision for the time being in force (or equivalent contractual or voluntary right) in respect of a Shared Ownership Unit or an Affordable Rented Unit; or</li> <li data-bbox="691 1366 1351 1556">(b) a tenant who has exercised a statutory right to buy (or equivalent contractual or voluntary right) in respect of a Shared Ownership Unit or an Affordable Rented Unit; or</li> <li data-bbox="691 1601 1351 1993">(c) has been granted a shared ownership lease (where a share of the Shared Ownership Unit or the Affordable Rented Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Shared Ownership Unit or Affordable Rented Unit and the tenant has subsequently purchased from the Registered Provider the remaining shares so that</li> </ul> |

the tenant owns the entire Shared Ownership Unit or the Affordable Rented Unit; or

- (d) has acquired a Shared Ownership Unit or an Affordable Rented Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof; and
- (e) any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs (a) to (d) inclusive above;

**“Reasonable Endeavours”**

means it is agreed by the Parties that the Party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing but subject thereto such party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable;

**“Registered Provider”**

means such housing association or registered provider within the meaning of Section 80 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and registered with Homes England or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owner and approved in writing by the Council;

**“Regulator of Social Housing”**

means the Regulator of Social Housing being the body corporate undertaking the functions of the Regulator of

|                                       |                                                                                                                                                                                                                                                                                                   |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                       | Housing within the meaning of Part 1 of the Housing and Regeneration Act 2008 as amended by the Legislative Reform (Regulator of Social Housing (England) Order 2018 (or as redefined by any amendment replacement or re-enactment of such Act);                                                  |
| <b>“Reserved Matters Application”</b> | means an application for discharge of reserved matters pursuant to the Planning Permission;                                                                                                                                                                                                       |
| <b>“Reserved Matters Approval”</b>    | means any approval granted in respect of a Reserved Matters Application;                                                                                                                                                                                                                          |
| <b>“SDLT”</b>                         | means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect;                                                                                                                                                                                              |
| <b>“Secretary of State”</b>           | means the Secretary of State for The Department for Levelling Up, Housing and Communities or any substitute or any Inspector appointed by him;                                                                                                                                                    |
| <b>“Section 73 Consent”</b>           | means a planning permission granted pursuant to Section 73 of the 1990 Act which varies and/or removes any condition to which the Planning Permission and/or a Reserved Matters Approval to which such planning permission granted pursuant to Section 73 of the 1990 Act was granted subject to; |
| <b>“Service Charge”</b>               | means the amount chargeable by the Owner or Registered Provider as the case may be to the tenant of each Affordable Housing Unit to cover services to be provided by the Owner or Registered Provider having regard to the Landlord and Tenant Acts 1985 and 1987 as amended;                     |
| <b>“Shared Ownership Lease”</b>       | means a lease to be granted for each Shared Ownership Unit for a term of not less than 125 (one hundred and twenty five) years which shall accord with the requirements of, and be consistent with any model shared ownership lease from time to time, of the                                     |

Regulator of Social Housing (or any statutory successor);

**“Shared Ownership Units”** means the Affordable Housing Units to be provided on the Land or on a Phase as the case may be to be provided by a Registered Provider by way of a Shared Ownership Lease in accordance with paragraph d) of Annex 2 of the NPPF where the percentage equity share to be marketed and the percentage rent payable on the retained equity is agreed in writing between the Council and the Registered Provider before the units are marketed to the public or by way of shared equity, discounted sale, sub-market/intermediate rent, rent to buy, or any other sub-market/intermediate type/model and which complies with the definition of Affordable Housing within Annex 2 of the NPPF and to be provided in accordance with a Reserved Matters Approval, an approved Affordable Housing Scheme and the provisions of Schedule 1 and **“Shared Ownership Unit”** shall be construed accordingly;

**“Social Rent”** means a social rent as defined in Annex 2 of the NPPF;

**“Specified Date”** means the date upon which an obligation under this Deed is due to be performed;

**“Sports Provision Contribution”** means the sum of £100,000.00 (one hundred thousand pounds) to be applied by the Council towards a new hockey pitch and/or other sports related infrastructure or facilities at the Whitehaven Academy or towards such other sports related infrastructure or facilities as may otherwise be agreed in writing between the Council and the Owner at the time the need for which is to mitigate the effects of the Development;

**“Statutory Undertaker”** means any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and

television communications electricity gas water or drainage and any authorised successor to any such undertaking;

**“Travel Plan”**

means the framework travel plan prepared by WYG Transport (dated June 2018) to be agreed between the Owner and the Council in accordance with a condition to the Planning Permission and/or Reserved Matters Approval and setting out measures to encourage active and sustainable travel and to minimise single occupancy vehicle journeys reducing the impact on the environment and enhancing wellbeing;

**“Travel Plan Monitoring Fee”**

means the sum of £10,560.00 (ten thousand, five hundred and sixty pounds) payable by the Owner to the Council for the ongoing monitoring of the Travel Plan;

£10,560.00 (ten thousand, five hundred and sixty) Pounds  
cl

**“VAT”**

means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;

**“Working Day”**

means any day except Saturday and Sunday or a bank holiday or any days which in England and Wales are public holidays and “Working Days” shall be construed accordingly.

**2. CONSTRUCTION OF THIS DEED**

- 2.1. Where in this Deed reference is made to any Clause or paragraph or Schedule or Recital or Appendix such reference (unless the context otherwise requires) is a reference to a Clause or paragraph or Schedule or Recital or Appendix in this Deed.
- 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 Deed 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 "Land" include each and every part thereof.
- 2.9. The Clause headings herein do not form part of this Deed and shall have no effect upon the meaning or construction of the provisions of this Deed.
- 2.10. 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 Deed is entered into as a deed pursuant to section 106 of the 1990 Act. To the extent that the obligations fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Land and their respective successors and assigns.
- 3.2. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 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.

### **4. CONDITIONALITY**

This Deed shall be (save for Clauses 2, 3, 7, 9, 10, 11, 17, 18, 19, 20, 24, 25 and 26 which shall be of immediate effect) conditional upon:

- 4.1.1. the grant and issue of the Planning Permission by the Secretary of State; and
- 4.1.2. the Commencement of Development.

## **5. THE OWNER'S COVENANTS**

- 5.1. The Owner covenants with the Council with the intent to bind the Land to observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- 5.2. The Owner shall give at least 10 (ten) Working Days written notice to the Council of:
  - 5.2.1. the intended date on which the Development will Commence;
  - 5.2.2. the intended date on which the Development will Commence on a Phase;
  - 5.2.3. a Specified Date.

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

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2 and where applicable in Schedule 1.

## **7. CHANGE IN OWNERSHIP**

- 7.1. From the grant and issue of the Planning Permission by the Secretary of State and until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 10 (ten) Working Days, the following details by reference to a plan of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Land:
  - 7.1.1. the name and address of the person to whom the disposition was made; and
  - 7.1.2. the nature and extent of the interest disposed of;

**PROVIDED THAT** this obligation shall not apply to any conveyance, transfer, lease, assignment, mortgage or other disposition of an individual Dwelling or to a Statutory Undertaker acquiring an interest in the Land for the purposes of its undertaking.

## **8. RELEASE**

- 8.1. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land 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 Land for the purpose of this Clause 8.1.

8.2. The covenants contained in this Deed shall not be enforceable against:

8.2.1. an individual owner, individual occupier or individual lessee of individual Market Housing Units or if it shall be a mortgagee and/or chargee and/or their respective successors in title and/or receiver appointed by the mortgagee and / or chargee of a Market Housing Unit;

8.2.2. (save for the provisions of paragraph 1 of Schedule 2 which shall be binding) if he she or it is an individual occupier or individual lessee of an individual Affordable Housing Unit or if it shall be a Registered Provider which does not have an interest in the Land other than the Affordable Housing Units, or the mortgagee and/or chargee of such a Registered Provider and/or in the event of default under a mortgage or charge or upon any receiver appointed by them or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator its successors in title to such mortgagee, chargee receiver or administrator;

8.2.3. a Statutory Undertaker in relation to any parts of the Land acquired by them for electricity substations, gas governor stations or pumping stations or any of the operational functions of such companies; or

8.2.4. anyone whose only interest in the Land or any part of it is in the nature of the benefit of an easement or covenant.

8.3. Paragraphs 1.8 and 1.9 of Schedule 1 shall not apply to a First Homes Owner.

8.4. Paragraphs 1.10 and 1.11 of Schedule 1 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that owner only in respect of the First home owned by that First Homes Owner.

8.5. Any future mortgagee shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the mortgagee is in possession of all or part of the Land.

**9. DETERMINATION OF DEED**

If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of sections 91, 92 and 93 of the 1990 Act or is revoked or modified in accordance with sections 97 to 100 inclusive of the 1990 Act without the consent of the Owner or the Appeal is dismissed this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach) with the exception of Clause 11.

**10. LOCAL LAND CHARGE**

This Deed is a local land charge and shall be registered as such by the Council.

**11. COUNCIL'S COSTS**

The Owner shall pay to the Council on or before the date of this Deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.

**12. INTEREST ON LATE PAYMENT**

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

**13. DISPUTE RESOLUTION**

13.1. In the event of any dispute or difference relating to any matter contained in this Deed any party to the dispute (including successors in title to the parties to this Deed) 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 13.2 below, acting in accordance with Clauses 13.3 to 13.9.

13.2. If the parties do not make the appointment of the Expert by agreement within 14 (fourteen) days of service 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 10 (ten) years.

- 13.3. Unless the Expert shall direct to the contrary, not more than 28 (twenty eight) 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.
- 13.4. The Expert shall be at liberty to visit the Land relevant to the dispute unaccompanied and to call for such written evidence from the parties as he may require.
- 13.5. The Expert shall not, unless he directs to the contrary, hear oral representations from any party to the dispute.
- 13.6. The Expert shall fully consider all submissions and evidence when making his decision.
- 13.7. The Expert shall give his decision in writing and shall give reasons.
- 13.8. The Expert shall use Reasonable Endeavours to give his decision and the reason for it as speedily as possible and in any event within 42 (forty two) days of his appointment.
- 13.9. 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 to the dispute in such proportions as he shall determine and in default of such determination equally between them.

**14. NO FETTER OF DISCRETION**

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

**15. NO COMPENSATION PAYABLE**

No compensation shall be payable by the Council as a result of the obligations contained in this Deed.

**16. 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 Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

**17. FUTURE PERMISSIONS**

Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with any 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 Deed.

**18. AGREEMENTS AND DECLARATIONS**

**18.1. The Parties agree that:**

18.1.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and

18.1.2. nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

18.2. Insofar as any Clause or Clauses of this Deed 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 Deed.

18.3. Where the agreement, approval, consent or expression of satisfaction is required from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

18.4. If the Secretary of State in his Decision Letter concludes that any of the Planning Obligations (or relevant part thereof) are incompatible with Regulation 122 of the CIL Regulations and expressly states in his Decision Letter that he attaches no weight to that Planning Obligation (or part thereof) in determining the Appeal then the relevant Planning Obligation (or relevant part thereof, as appropriate) shall from the date of the Decision Letter immediately cease to have effect and the Owner shall be under no obligation to comply with that Planning Obligation (or the relevant part thereof, as appropriate) but the remaining Planning Obligations shall remain in full force and effect.

**19. FURTHER SECTION 73 CONSENTS**

19.1. Subject to the proviso to this Clause if any Section 73 Consent is granted after the date of this Deed:

19.1.1. the obligations in this Deed shall relate to and bind such Section 73 Consent; and

- 19.1.2. the definitions of Development, Planning Application, Planning Permission and Reserved Matters Approval (other than for the purposes of Clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;

**PROVIDED THAT:**

- 19.2. nothing in this Clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
- 19.3. to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- 19.4. the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it desirable to do so.

**20. NOTICES**

- 20.1. Any notice or other communication to be given under this Deed must be in writing and must be:
- 20.1.1. delivered by hand; or
- 20.1.2. sent by pre-paid first class post or other next working day delivery service; or
- 20.1.3. by commercial courier.
- 20.2. Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:
- 20.2.1. to the Council at Civic Centre, Rickergate, Carlisle CA3 8QG and marked for the attention of the Chief Legal Officer (Monitoring Officer);
- 20.2.2. to the Owner at One Friargate, Coventry CV1 2GN and marked for the attention of Homes England, Head of Legal quoting reference "Harras Moor" with a copy sent to Walker Morris LLP, 33 Wellington Street, Leeds, LS1 4DL and marked for the attention of Chris Slater;

or as otherwise specified by the relevant party by notice in writing to each other Party.

20.3. Any notice or other communication given in accordance with this Clause will be deemed to have been received:

20.3.1. if delivered by hand, on signature of a delivery receipt **PROVIDED THAT** if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

20.3.2. if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or

20.3.3. if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

## **21. CERTIFICATES**

The Owner agrees with the Council:

21.1. where this Deed imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give to the Council notice of the Specified Date not more than 5 (five) Working Days after the occurrence of such Specified Date;

21.2. if the Owner fails to give the notice required under Clause 21.1 the Council shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owner of its determination.

## **22. CANCELLATION OF ENTRIES**

22.1. On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

22.2. Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to Clause 9 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

**23. VALUE ADDED TAX**

All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

**24. THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

**25. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

**26. DELIVERY**

he provisions of this Deed (save this Clause) shall be of no effect until it has been dated.

**EXECUTED AS A DEED** by the Parties on the date which first appears in this Deed

**SCHEDULE 1**  
**(Owner's Planning Obligations with the Council)**

The Owner hereby covenant with the Council as follows:

**1. Affordable Housing**

Construction and use of the Affordable Housing Units

- 1.1. Not to Commence Development (on a Phase if applicable) until it has submitted to the Council a Reserved Matters Application together with the Affordable Housing Scheme for approval and the Council has approved an Affordable Housing Scheme in relation to the Land or a Phase as the case may be **PROVIDED THAT** if the Council does not notify the Owner within 60 (sixty) Working Days (or such longer period as may be reasonably required by the Council and agreed in writing between the parties within the said 60 (sixty) Working Days) of its agreement or proposed amendments to the Affordable Housing Scheme proposed by the Owner it shall be deemed that the Council has approved the Affordable Housing Scheme submitted by the Owner.
- 1.2. Upon receipt of the Council's approval or deemed approval to an Affordable Housing Scheme pursuant to paragraph 1.1 of this Schedule to deliver the Affordable Housing Units on the Land or on that Phase as the case may be in accordance with the Planning Permission, a Reserved Matters Approval and the approved Affordable Housing Scheme (subject to any variations that may be agreed in writing by the Council from time to time).
- 1.3. Subject to paragraph 1.7 of this Schedule, in relation to the Occupation of the Affordable Rented Units and the Shared Ownership Units:
  - 1.3.1. from the date of Practical Completion of the Shared Ownership Units and the Affordable Rented Units not to use the Shared Ownership Units and the Affordable Rented Units other than for Affordable Housing; and
  - 1.3.2. Unless otherwise agreed in writing by the Council, the Shared Ownership Units and the Affordable Rented Units are not to be Occupied other than by a person nominated by the Council unless the Council fails to nominate a person within 28 (twenty eight) days of a request to do so in which case the Shared Ownership Units and/or the Affordable Rented Units may be disposed of to another person, nominated by the Council or the Registered Provider;

save that these obligations shall not be binding on:

- (a) any Chargee of the whole or any part of the Shared Ownership Units or the Affordable Rented Units;
- (b) any mortgagee or chargee of the purchaser of an individual Shared Ownership Unit or Affordable Rented Units;
- (c) any purchaser from a mortgagee of an individual Shared Ownership Unit or Affordable Rented Units pursuant to any default by the individual mortgagor; or
- (d) a Protected Tenant.

#### Transfer of the Affordable Housing to the Registered Provider

- 1.4. Prior to the Occupation of more than 10% (ten percent) Market Housing Unit on the Land or on a Phase as the case may be (or such other percentage of Market Housing Units that may first be agreed in writing by the Council) to notify the Council in writing of the identity of the Registered Provider to which the Shared Ownership Units and the Affordable Rented Units on the Land or on a Phase as the case may be are to be offered for transfer and not to Occupy more than 10% (ten percent) of the Market Housing Unit on the Land or on a Phase as the case may be (or such other percentage of Market Housing Units that may first be agreed in writing by the Council) until such written notice has been given to the Council.
- 1.5. No more than 20% (twenty percent) of the Market Housing Units on the Land or on a Phase as the case may be (or such other percentage of Market Housing Units that may first be agreed in writing by the Council) shall be Occupied until a contract to dispose of the Shared Ownership Units and the Affordable Rented Units to be provided on the Land or on that Phase as the case may be has been entered into with the Registered Provider.
- 1.6. If upon Occupation of 30% (thirty percent) of the Market Housing Units on the Land or on a Phase as the case may be (or such other percentage of Market Housing Units that may first be agreed in writing by the Council) no Registered Provider has entered into a contract to purchase the Shared Ownership Units and the Affordable Rented Units on the Land or on that Phase as the case may be in accordance with the provisions of paragraph 1.5 of this Schedule, the Owner shall notify the Council in writing ("**Notification**") and the Council shall be entitled to nominate a Nominee within 30 (thirty) Working Days of receipt of the Notification to whom the Owner shall use Reasonable Endeavours to contract to transfer the Shared Ownership Units and the Affordable Rented Units under the terms of this Schedule **PROVIDED THAT** if the Council fails to nominate a Nominee within 30 (thirty) Working Days of the Notification then the Owner

shall be permitted to either revert to a Registered Provider of its own choosing to whom it shall use Reasonable Endeavours to offer ("Offer") to contract to transfer the Shared Ownership Units and the Affordable Rented Units under the terms of this Schedule and the Owner shall be permitted to continue to dispose of the Market Housing Units even if in excess of the numbers referred to in paragraphs 1.4 and 1.5 of this Schedule.

- 1.7. In the event that the alternative Registered Provider(s) declines or is unable to accept the transfer of some or all of such Shared Ownership Units and Affordable Rented Units within a period of 3 (three) months from the date of the Offer referred to in paragraph 1.6 of this Schedule the Owner may (at the Owner absolute discretion) dispose of such Shared Ownership Units and/or the Affordable Rented Units as the case may be on the open market and in lieu of the on-site provision of Affordable Housing Units on the Land or on a Phase as the case may be the Owner shall pay to the Council the Affordable Housing Commuted Sum within 20 (twenty) Working Days of the sale of each Shared Ownership Unit and/or Affordable Rented Units as the case may be on the open market and shall not Occupy any further Market Housing Units until the relevant Affordable Housing Commuted Sum has been paid to the Council.

#### First Homes

#### 1.8. **First Homes – Development Standard**

- 1.8.1. All First Homes shall be constructed:

1.8.1.1. in accordance with the Planning Permission, a Reserved Matters Approval and approved plans or such other standard as may be agreed in writing by the Council; and

1.8.1.2. to no less than the external standard applied to the Market Housing Units.

#### 1.9. **First Homes – Delivery Mechanism**

- 1.9.1. The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

1.9.1.1. the Eligibility Criteria (National); and

1.9.1.2. the Eligibility Criteria (Local) (if any).

- 1.9.2. If after a First Home has been actively marketed for 3 (three) months (such period to expire no earlier than 3 (three) months prior to Practical Completion) it has not been

possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 1.9.1.2 of this Schedule shall cease to apply.

1.9.3. Subject to paragraphs 1.9.6 to 1.9.10 of this Schedule, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% (fifty percent) of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.

1.9.4. No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

1.9.4.1. The Council has been provided with evidence that:

(a) the intended purchaser meets the First Homes Eligibility Criteria (National) and unless paragraph 1.9.2 of this Schedule applies meets the First Homes Eligibility Criteria (Local) (if any);

(b) the Dwelling is being Disposed of as a First Home at the First Home Sale Price; and

(i) a definition of the "Council" which shall be "Cumberland Council";

(ii) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 1.9.1 to 1.9.9 of Schedule 1 to the Section 106 Agreement;"

(iii) a definition of "Section 106 Agreement" in the following terms:

"means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) Cumberland Council and (2) Homes England;"

(iv) a provision that the property is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or

otherwise Dispose of the property or any part of it other than in accordance with the First Homes Provisions;

- (v) a copy of the First Homes Provisions in an Annexure to the transfer.

1.9.4.2. The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within 28 (twenty eight) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 1.9.3 and 1.9.4.1 of this Schedule have been met.

1.9.5. On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Cumberland Council of Cumbria House, 117 Botchergate, Carlisle CA1 1RD or a conveyancer that the provisions of clause XX (the First Homes Provision) of the Transfer dated [ Date ] referred to in the Charges Register have been complied with or that they do not apply to the disposition"*

1.9.6. The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

1.9.6.1. the Dwelling has been actively marketed as a First Home for 6 (six) months in accordance with paragraphs 1.9.1 and 1.9.2 of this Schedule (and in the case of a first Disposal the 6 (six) months shall be calculated from a date no earlier than 6 (six) months prior to Practical Completion) and Reasonable Endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 1.9.3 and 1.9.4.1 of this Schedule; or

1.9.6.2. requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 1.9.6.1 of this Schedule before being able to

Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

1.9.7. Upon receipt of an application served in accordance with paragraph 1.9.6 of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the First Home Sale Price.

1.9.8. If the Council is satisfied that either of the grounds in paragraph 1.9.6 of this Schedule have been made out it shall confirm in writing within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 1.9.6 of this Schedule that the relevant Dwelling may be Disposed of:

1.9.8.1. to the Council at the First Home Sale Price; or

1.9.8.2. (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home;

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 1.9.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

1.9.9. If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied acting reasonably that either of the grounds in paragraph 1.9.6 of this Schedule have been made out then it shall within 28 (twenty eight) days of receipt of the written request made in accordance with paragraph 1.9.6 of this Schedule serve notice on the Owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than 6 (six) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 1.9.6 of this Schedule following which the Council must within 28 (twenty eight) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

1.9.10. Where a Dwelling is Disposed of other than as a First Home or to the Council at the First Home Sale Price in accordance with paragraphs 1.9.8 or 1.9.9 of this Schedule the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

1.9.11. Upon receipt of the Additional First Homes Contribution the Council shall:

1.9.11.1. within 28 (twenty eight) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 1.9.5 of this Schedule where such restriction has previously been registered against the relevant title;

1.9.11.2. apply all monies received towards the provision of Affordable Housing.

1.9.12. Any person who purchases a First Home free of the restrictions in this First Schedule pursuant to the provisions in paragraphs 1.9.9 and 1.9.10 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

#### 1.10. **First Homes – Use**

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed **PROVIDED THAT** letting or sub-letting shall be permitted in accordance with paragraphs 1.10.1 – 1.10.4 of this Schedule:

1.10.1. A First Homes Owner may let or sub-let their First Home for a fixed term of no more than 2 (two) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed 2 (two) years.

1.10.2. A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances of paragraphs 1.10.2.1 to 1.10.2.6 of this Schedule:

1.10.2.1. the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

1.10.2.2. the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

- 1.10.2.3. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
  - 1.10.2.4. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
  - 1.10.2.5. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
  - 1.10.2.6. the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 1.10.3. A letting or sub-letting permitted pursuant to paragraph 1.10.1 or 1.10.2 of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 1.10.4. Nothing in this paragraph 1.10 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

#### 1.11. **First Homes – Mortgagee Exclusion**

The obligations in paragraphs 1.10 and 1.11 of this Schedule in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (**each a Receiver**)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver **PROVIDED THAT:**

- 1.11.1. such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 1.11.2. once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 1.11.3 of this Schedule;

- 1.11.3. following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution;
- 1.11.4. following receipt of notification of the Disposal of the relevant First Home the Council shall:
  - 1.11.4.1. as soon as reasonably practicable issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 1.9.5 of this Schedule; and
  - 1.11.4.2. apply all such monies received towards the provision of Affordable Housing.

## 2. Open Space

### 2.1. Not to Occupy:

- 2.1.1. More than 80% (eighty percent) of the Dwellings on the Land or on a Phase on which Open Space is to be provided as the case may be (or such other percentage of Dwellings that may be agreed in writing by the Council) until the Open Space Works have been completed on the Land or on that Phase (if any) as the case may be.
- 2.1.2. Any of the Dwellings on the Land or on a Phase on which Open Space is to be provided as the case may be (or such other number of Dwellings that may be agreed in writing by the Council) until an Open Space Management Plan has been submitted to the Council for approval in relation to the Land or that Phase (if any) as the case may be **PROVIDED THAT** it is agreed that if the Council does not notify the Owner within 30 (thirty) Working Days (or such longer period as may be agreed in writing between the Owner and the Council) of its agreement or proposed amendments to the Open Space Management Plan proposed by the Owner it shall be deemed that the Council has approved the Open Space Management Plan submitted by the Owner.

### 2.2. Following the completion of the carrying out of the Open Space Works on the Land or on a Phase on which Open Space is to be provided as the case may be the Owner shall serve a notice in writing upon the Council ("**Owner's Notice**").

### 2.3. As soon as reasonably practicable following service of an Owner's Notice in accordance with paragraph 2.2 of this Schedule the Owner shall engage the Management Company (having first

supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) on terms to be agreed between the Owner and the Management Company in consultation with the Council to manage and maintain the relevant area(s) of Open Space and all further management and maintenance shall be thereafter carried out by the Management Company in accordance with the principles set out in paragraph 2.3.2 of this Schedule **PROVIDED THAT** it is agreed that it shall be a term of the Management Company's engagement that the Management Company will:

- 2.3.1. only allow the use of the Open Space for public use and no other purpose;
- 2.3.2. maintain and manage in perpetuity the Open Space fully in accordance with the approved Open Space Management Plan relating to the relevant area of Open Space subject to any variations that may be agreed in writing from time to time.
- 2.4. The Owner will comply with the provisions set out in paragraphs 2.3.1 and 2.3.2 of this Schedule until such time as a Management Company has been engaged to undertake the future management and maintenance of the Open Space or the particular element of the Open Space as the case may be.
- 2.5. The Owner hereby declares that pursuant to Section 31(6) Highways Act 1980 that the Open Space has not been dedicated to the public nor is any use by the public of any part of the Open Space to be taken in any way as an intention by the Owner to dedicate the same as highway.
- 2.6. The Owner will procure that public access is allowed to the Open Space but subject to the following provisions:
  - 2.6.1. access shall be subject to such other requirements and regulations as may from time to time be imposed by the Owner having regard to overriding reasons of safety, security and prudent building management **PROVIDED THAT** such requirements and regulations shall not be imposed without the Council's prior written approval;
  - 2.6.2. notices may be erected on the Open Space and access to them will be denied by the Owner or the Management Company for 1 (one) day each year in order to prevent public rights of way or common rights coming into being; and
  - 2.6.3. access may be denied by the Owner or the Management Company for and during the maintenance, repair cleansing or renewal of the Open Space or for and during the construction of any building or land abutting it subject to the Council's prior approval.

- 2.7. The Owner or the Management Company may close the Open Space or any part thereof for reasonable periods by reason of:

- 2.7.1. emergency;
- 2.7.2. cleansing, maintenance and repair;
- 2.7.3. at the direction of the emergency services or other lawful authority; and/or
- 2.7.4. construction activities whilst the proposed development is being built if in the interests of health and safety.

**3. Sports Provision Contribution**

- 3.1. To pay £50,000.00 (fifty thousand pounds) of the Sports Provision Contribution to the Council prior to Occupation of more than 25% (twenty five percent) of the Dwellings and not to Occupy more than 25% (twenty five percent) the Dwellings until £50,000.00 (fifty thousand pounds) of the Sports Provision Contribution has been paid to the Council.
- 3.2. To pay the balance of £50,000.00 (fifty thousand pounds) of the Sports Provision Contribution to the Council prior to Occupation of more than 75% (seventy five percent) of the Dwellings and not to Occupy more than 75% (seventy five percent) of the Dwellings until the balance of £50,000.00 (fifty thousand pounds) of the Sports Provision Contribution has been paid to the Council.

**4. Travel Plan Monitoring Fee**

- 4.1. To pay the Travel Plan Monitoring Fee to the Council prior to the Occupation of any of the Dwellings and not to Occupy any of the Dwellings until the Travel Plan Monitoring Fee has been paid to the Council.

**5. Off-Site Highway Improvements**

- 5.1. Not to Occupy any of the Dwellings until the Owner has submitted to the Council:
- 5.1.1. the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme; and
  - 5.1.2. a proposed evidence based cost estimate in relation to the Highway Junction Improvements Sum that reflects the costs required to deliver the works identified in the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme.

5.2. Within 40 (forty) Working Days (or within such other time period of not more than an additional 20 (twenty) Working Days that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the initial 40 (forty) Working Day period) of the Council receiving from the Owner (or the Owner's nominee) the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and the Highway Junction Improvements Sum the Council will notify the Owner in writing of its approval to the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and/or the Highway Junction Improvements Sum proposed by the Owner or will acting reasonably provide in writing its proposed amendments to the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and/or the Highway Junction Improvements Sum as the case may be pursuant to which the Owner shall acting reasonably submit a revised Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and/or Highway Junction Improvements Sum as the case may be incorporating those amendments as are reasonable and accepted **PROVIDED THAT** if the Council does not notify the Owner of its approval or proposed amendments to the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and/or the Highway Junction Improvements Sum within the 40 (forty) Working Days referred to in this paragraph 5.2 (or such other period of time that may be agreed in writing between the Owner and the Council) it shall be deemed that the Council has approved the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and/or the Highway Junction Improvements Sum as the case may be submitted by the Owner **AND FURTHER PROVIDED THAT** if agreement cannot be reached between the Council and the Owner in relation to the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and/or the Highway Junction Improvements Sum within 60 (sixty) Working Days of the date of its submission to the Council (or such other period of time that may be agreed in writing between the Owner and the Council) then the provisions of clause 13 of this Deed relating to expert determination can be invoked by either Party in relation to only those matters that are in dispute.

5.3. Upon receipt of the Council's approval or deemed approval to the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and/or the Highway Junction Improvements Sum as the case may be pursuant to paragraph 5.2 of this Schedule (or upon receipt of expert determination in relation to the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme and/or the Highway Junction Improvements Sum if applicable), to pay the agreed Highway Junction Improvements Sum to the Council prior to the Occupation of more than 100 (one hundred) of the Dwellings and not to Occupy more than 100 (one hundred) of the Dwellings until the agreed Highway Junction Improvements Sum has been paid to the Council.

**SCHEDULE 2**  
**(Council's Covenants)**

The Council hereby covenant with the Owner as follows:

1. On receipt of the Sports Provision Contribution, the Travel Planning Monitoring Fee and if applicable the Affordable Housing Commuted Sum and the Additional First Homes Contribution in accordance with the provisions of this Deed the Council will:
  - 1.1. deposit the Sports Provision Contribution the Travel Planning Monitoring Fee and if applicable the Affordable Housing Commuted Sum and the Additional First Homes Contribution into an interest bearing account for such period as such monies shall not have been expended; and
  - 1.2. apply, or to procure the provision of, the Sports Provision Contribution, the Travel Planning Monitoring Fee and if applicable the Affordable Housing Commuted Sum and the Additional First Homes Contribution towards the purposes for which it was paid **PROVIDED THAT** if the whole or any part of such funds (save for the Travel Planning Monitoring Fee) has not been expended or committed for expenditure by the Council for such purposes at the expiration of the period of 5 (five) years from receipt in full the Council shall forthwith repay to the party who paid the relevant sum to the Owner (or to the Owner's nominee) the unexpended balance together with interest accrued.
2. For the avoidance of doubt, for the purposes of paragraph 1.2 of this Schedule, the funds shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require the Council to expend funds in the future.
3. Within 5 (five) years of receipt of the Highway Junction Improvements Sum from the Owner in accordance with paragraph 5.3 of Schedule 1, the Council will:
  - 3.1. deposit the Highway Junction Improvements Sum into an interest bearing account for such period as such monies shall not have been expended;
  - 3.2. elect at its discretion to apply the Highway Junction Improvements Sum towards either:
    - 3.2.1. the works ("**Main Street/Cleator Moor Road Mini Roundabout Improvements Works**") agreed in accordance with the Main Street/Cleator Moor Road Mini Roundabout Improvements Scheme approved in accordance with paragraph 5.2 of Schedule 1; or

3.2.2. the Cleator Moor Road Junction Improvements;

and to notify the Owner accordingly;

- 3.3 let a contract for the construction and delivery of the Main Street/Cleator Moor Road Mini Roundabout Improvements Works or the Cleator Moor Road Junction Improvements as the case may be and to apply, or to procure the provision of, the Highway Junction Improvements Sum towards the Main Street/Cleator Moor Road Mini Roundabout Improvements Works or the Cleator Moor Road Junction Improvements as the case may be **PROVIDED THAT** if a contract has not been let for the construction and delivery of either the Main Street/Cleator Moor Road Mini Roundabout Improvements Works or the Cleator Moor Road Junction Improvements within 5 (five) years of receipt of the Highway Junction Improvements Sum from the Owner then the Council shall forthwith repay to the Owner (or to the Owner's nominee) the Highway Junction Improvements Sum together with interest accrued.
4. At the written request of the Owner the Council is to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

THE COMMON SEAL of )  
CUMBERLAND COUNCIL )  
was hereunto affixed in the )  
presence of: )



365

Elizabeth Hore  
Lead Senior Lawyer  
Cumberland Council

THE COMMON SEAL of )  
THE HOMES AND COMMUNITIES) 072032  
AGENCY )  
was hereunto affixed in the presence of: )



Authorised Signatory

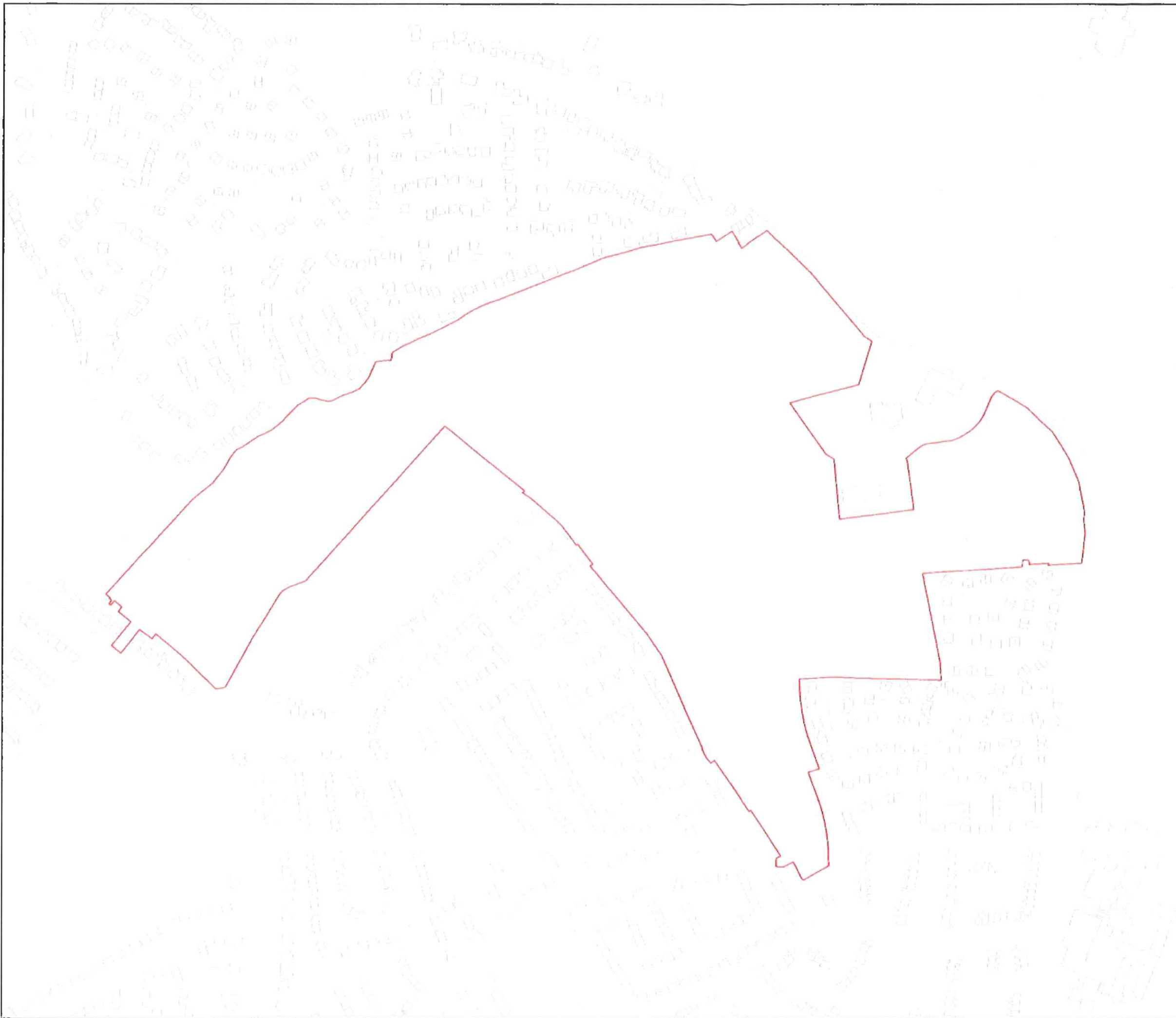


Print Name



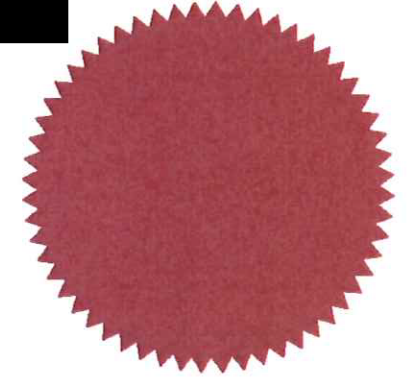
**Appendix 1**  
**(Plan)**





# Legend

 Planning application boundary



Project title:  
**Harras Moor**

Drawing title:  
**Site Location Plan**

Dwg N<sup>o</sup>: A090070-410 001 Rev: B

Drawn:RK Checked:AC

Date: 25/05/18

Scale @ A2: 1:2500

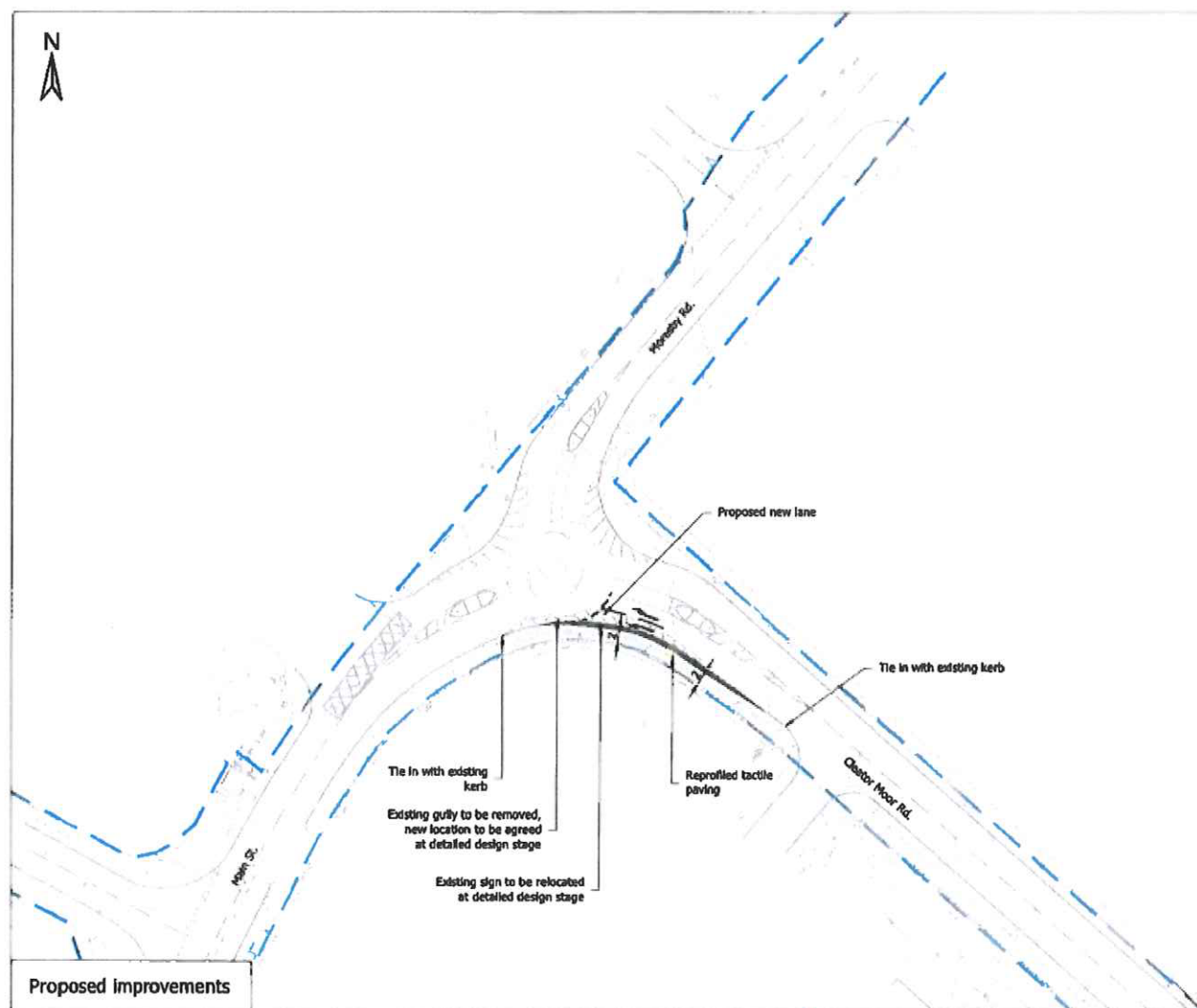




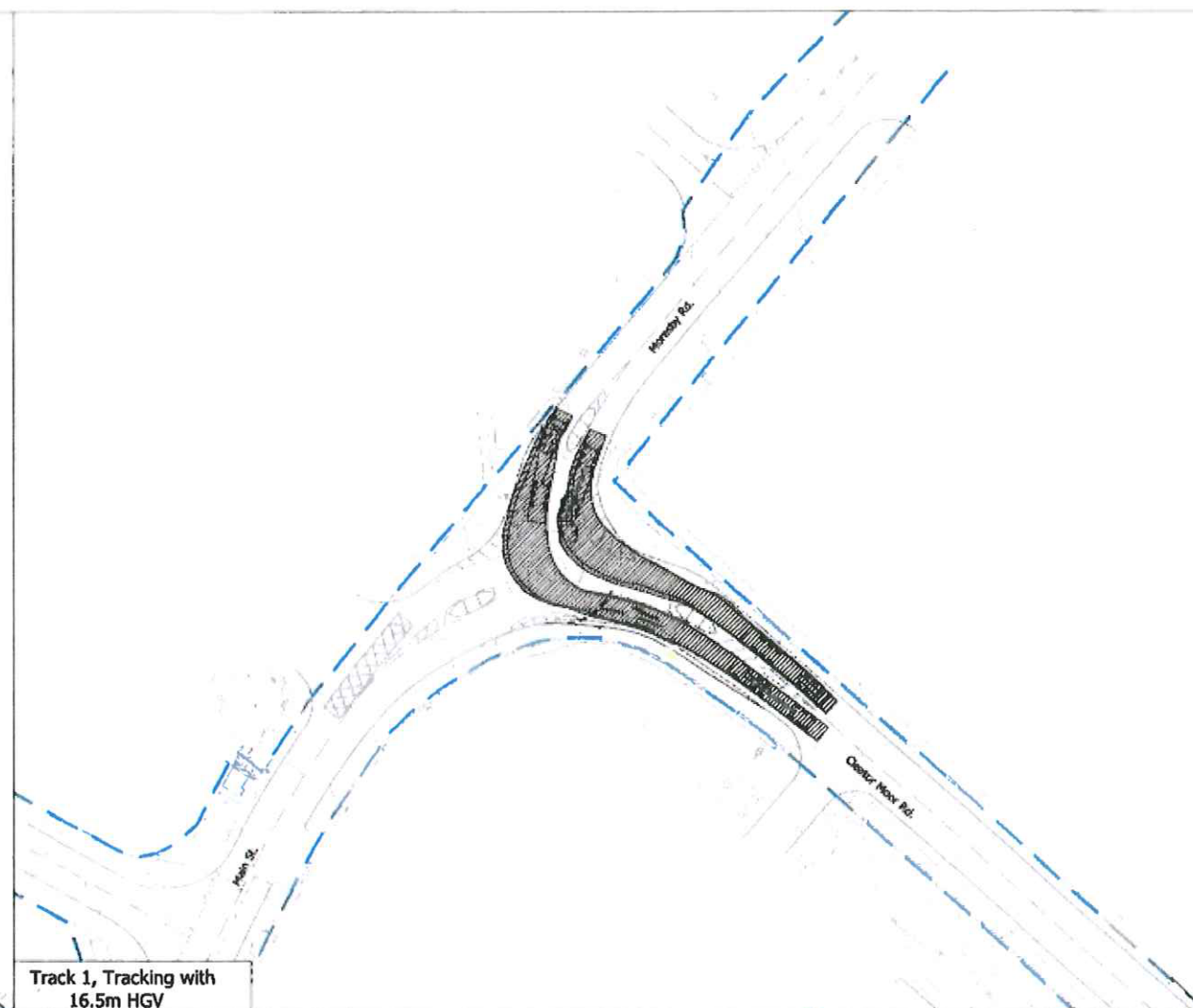
## **Appendix 2**

**(DRAWING NO: A090070-410-TTE-00-XX-DR-C-P012-P02)**

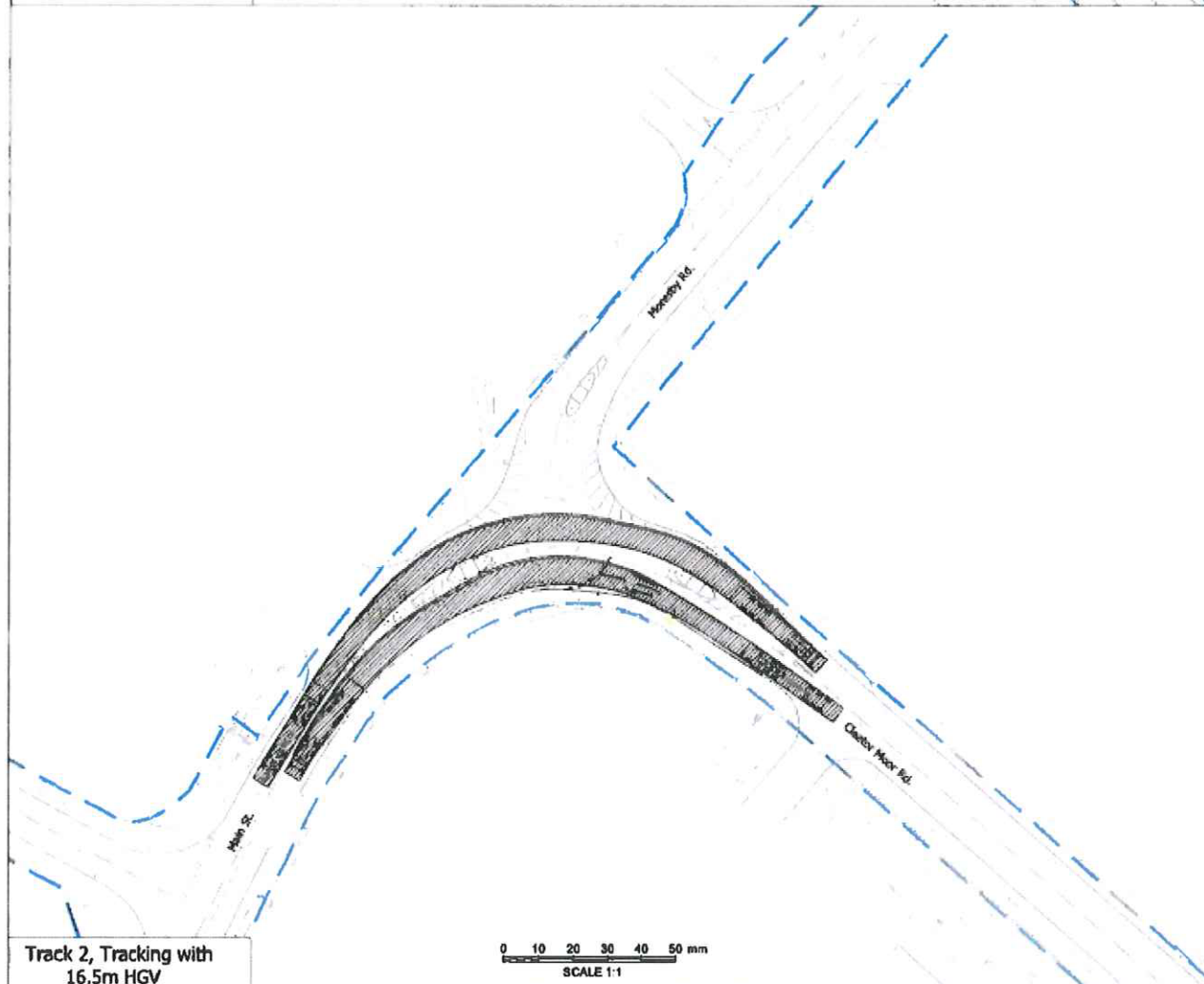




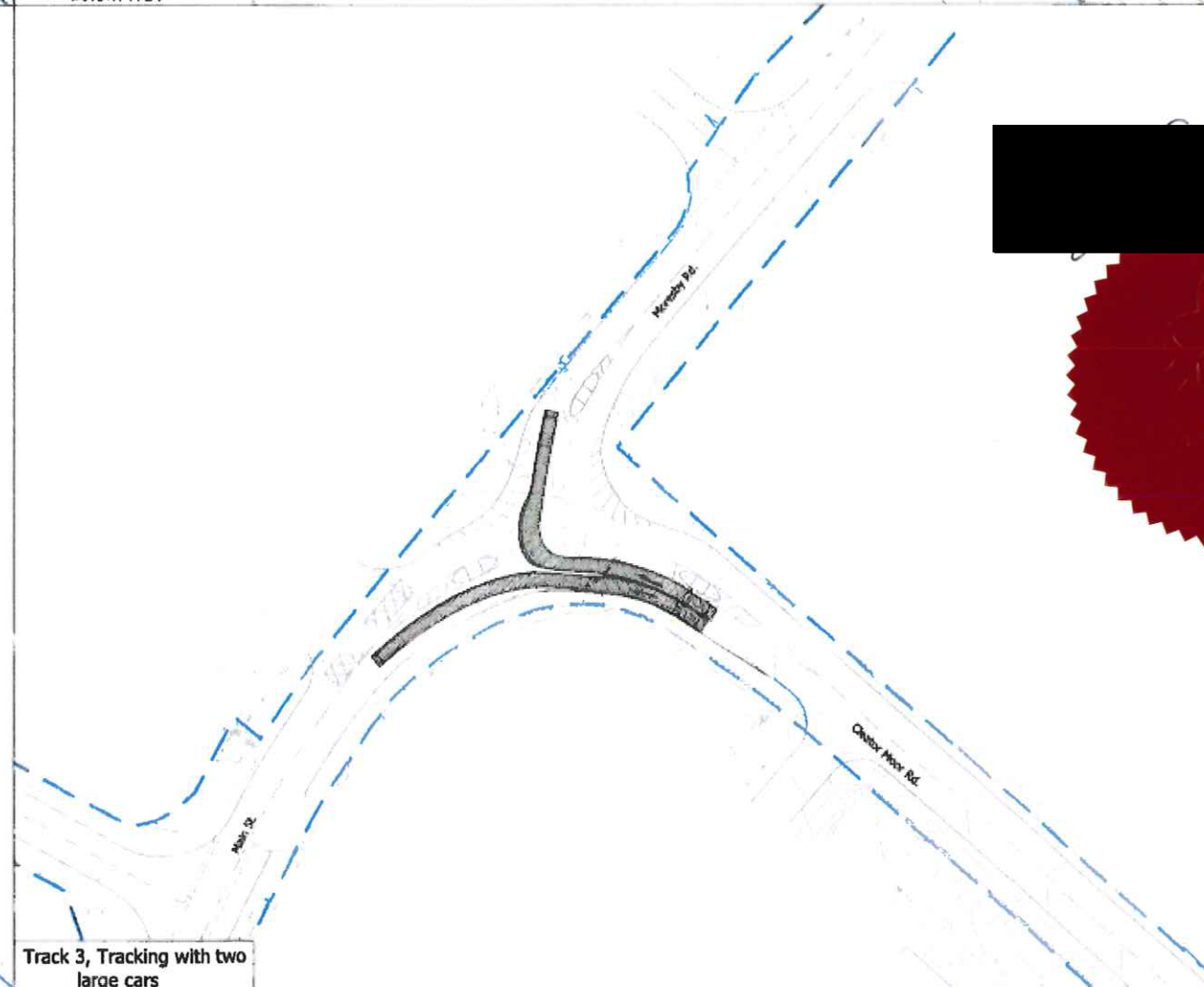
Proposed improvements



Track 1, Tracking with 16.5m HGV



Track 2, Tracking with 16.5m HGV



Track 3, Tracking with two large cars

1. This drawing should be read in relation to the subject of the title only. Other information shown on the drawing is to be considered indicative only. Reference should be made to appropriate drawing series/specifications for other information.

2. All dimensions are in metres unless specified otherwise.
3. Original topographical survey provided by TetraTech.

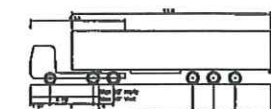
Key:

Approximate extent of highway boundary -

Extent of proposed realigned footway -

Extent of proposed cartageway widening -

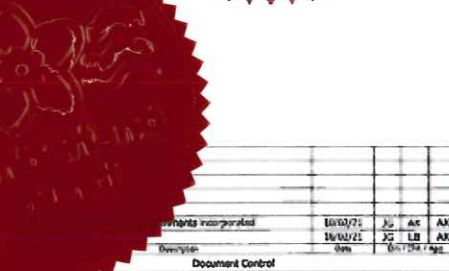
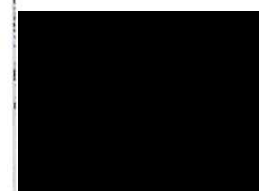
Vehicle profile:



Max Legal Length (UK) Articulated Vehicle (18.5m)  
Overall Length 18.500m  
Overall Width 2.550m  
Overall Body Height 3.441m  
Min Body Ground Clearance 0.211m  
Max Track Width 2.200m  
Lock to Lock Wheel 6.500m  
Kerb to Kerb Turning Radius 8.550m



Large Car (2000)  
Overall Length 5.078m  
Overall Width 1.872m  
Overall Body Height 1.524m  
Min Body Ground Clearance 0.310m  
Max Track Width 1.511m  
Lock to Lock Wheel 4.000m  
Kerb to Kerb Turning Radius 6.500m



Tetra Tech Manchester  
Quay West at Media City UK,  
Trafford Wharf Road, Trafford Park,  
Manchester, M17 1PL  
Tel: +44 (0)161 872 3323  
www.tetratech.co.uk

HOMES ENGLAND

Project Name

PROPOSED RESIDENTIAL DEVELOPMENT AT  
HARRAS MOOR, WHITEHEAVEN

Sheet Title

PROPOSED IMPROVEMENTS TO MAIN STREET/  
CLEATOR MOOR ROAD JUNCTION, AND  
TRACKING

| TTE Project Number | Drawn By | Date     | Checked By | Date     | Approved By | Date     | Scale | Sheet |
|--------------------|----------|----------|------------|----------|-------------|----------|-------|-------|
| A090070-410        | JG       | 12/02/21 | LB         | 12/02/21 | AK          | 12/02/21 | 1:500 | 80    |

| Client Project Number | Originator | Vehicle/Track Layout/Location | Type/Code | Rev | Number | Revision |
|-----------------------|------------|-------------------------------|-----------|-----|--------|----------|
| A090070-410           | TTE        | - 00 - XX - DR - C - P012     | P02       |     |        |          |

