LEGAL SERVICES LINCOLNSHIRE

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# MEMORANDUM

To: Head of Planning and Development (FAO Local Land Charges Clerk)
Head of Finance (fao Neil Edwards)
Planning Manager (fao Dave Roberts) with Customer Satisfaction survey
*Housing Strategy Manager – James Faircliffe*
Head of Housing and Property (lead officer)
Head of Economic and Community Development (lead officer)
Jacqui Dolby – Planning Policy

From: Jacqui Berridge
Legal Services Lincolnshire

Our Ref: JMB/SH008.137

Date: 30 April 2009

Subject: **Application reference H16/0094/09 – modification of planning obligation Park Road, Spalding**

**Purpose of obligation: Open space contribution and affordable housing contribution**

On 26 July 2004 the Council entered into a planning obligation with Cley Developments Limited relating to a residential development at Park Road, Spalding the subject of planning permission H16/1136/03. That obligation required the payment of an open space contribution of £5000 (index linked) prior to occupation of any of the dwellings, and also required an affordable housing contribution payable as follows:

£40,000 (index linked) prior to occupation of any of the dwellings
£2000 (index linked) prior to occupation of each of the 20 dwellings to be provided by the development.

The developer has had problems meeting the payment timings and the Council recently approved an amending obligation which has now been completed. The open space and affordable housing contributions, appropriately index linked, are now payable in accordance with the details set out in this memorandum.

Now that the amending obligation has been completed can you please comply with the following instructions.

## (a) REGISTRATION OF OBLIGATION

### (i) Planning Officer (Dave Roberts)

Please arrange for the attached copy planning obligation to be included **on Part II of the Planning Register for planning permission H16/1136/03**

**(ii) Local Land Charges Clerk** (copy final obligation + cover enclosed)

Please register the amending planning obligation in the Local Land Register. A further copy of the cover is also enclosed which I should be most grateful if you would sign and return in confirmation once the obligation has been registered. The obligation should be registered against the land shown edged red and the land shown edged blue on the plan attached to the obligation.

If you have any queries please do not hesitate to let me know.

**(b) MONITORING**

**Financial clauses**

**Neil Edwards** (copy final obligation enclosed)

Please update your financial monitoring schedule to reflect the changes which have been made since the previous obligation. The Schedule should now show the following:

| | |
|---|---|
| **Development site:** | Park Road, Spalding |
| **Description of development:** | Residential development |
| **Planning permission no**: | H16/1136/03 |
| **Applicant:** | Cley Developments Limited |
| **Financial Contribution:** | £5803 (index linked upwards only) (open space contribution)<br><br>£92,848 (index linked upwards only) (affordable housing contribution) |
| **Date payment due:** | £5803 (open space contribution) and £20,848 of the affordable housing contribution is payable upon the earlier of:<br><br>o the transfer of the 8 dwellings forming phase 1 of the development (all 8 are supposed to be transferred in one go) or<br>o the transfer of any of the 8 dwellings within phase 1 or<br>o 6 months from the date of the agreement<br><br>Solicitors have advised that the transfer of the first 8 properties is ready to complete and payment of the first tranche is therefore expected shortly<br><br>The remaining £72,000 of the affordable housing contribution is payable in instalments, with 1 instalment being paid prior to occupation of each of the 12 remaining properties on the development site |

| | |
|---|---|
| **Purpose of contribution:** | Open space contribution – providing or upgrading open space off-site<br><br>Affordable housing contribution – providing affordable housing off-site |
| **Geographical or other limit on spending:** | none specified in obligation |
| **Time period within which sum must be spent:** | none specified in obligation |
| **Lead Officer who will be responsible for ensuring that money is spent in accordance with above requirements/restrictions:** | Open space contribution – Sue Bolter<br><br>Affordable housing contribution – Kim Warren |

## (C) *LEAD OFFICERS – SPENDING CONTRIBUTION*

**Sue Bolter and Kim Warren**

1. Please read carefully the above section. You were previously appointed as lead officers for the purpose of ensuring that the money required by the original obligation is appropriately spent, and you will continue to be lead officers. Your names already appear on a s106 monitoring schedule prepared by the Finance department. The S106 monitoring schedule, which is at http://shine/sites/corporatefinance/Section%20106%20Monitoring/Forms/WebFldr.aspx identifies the development.

2. Each month you must look at the entries which relate to you so that you know when the money has been received. You must then ensure that you do the following:

- update Finance once the money, or any part of it, has been committed to a scheme
- update Finance once the money, or any part of it, has been spent
- ensure that the money is spent within any laid down time, geographical and other limits (these will be detailed in the schedule)
- ensure that the money is spent strictly in accordance with the requirements of the obligation.

3. Please note that, even though authority has obviously been given for the planning obligation to be entered into, it will usually also be necessary to obtain approval from the necessary portfolio holder or Committee/Cabinet for the spending of the money. As lead officer it will be your responsibility to ensure that appropriate reports are written to the portfolio holder/Cabinet/committee to obtain such approval. If you are not sure whether or not you need approval always err on the side of caution.

4. Also, if you are spending money on a capital project (most s106 expenditure will be capital expenditure) I am advised that you will need to ensure that your proposed spend is included in the capital programme. You can either seek approval for the next financial year, or if your expenditure is not already included for the financial year within which you want to spend the money you will need approval from the Capital Programme Working Party, and then Cabinet, and then (if the capital sum is more than the current "key decision" figure) full Council for an appropriate amendment to the capital programme. You should contact Finance if you need advice on this aspect. So, in some instances, it will be

necessary to obtain 2 approvals: 1 for capital programme approval and 1 for the actual project on which the money will be spent.

5. And do remember that if the amount you are spending is above the threshold limits for "key decisions" it will be necessary to include reference within the forward plan before obtaining approval. Lesley Blue in Legal and Member Services can provide advice on this aspect.

Jacqui Berridge
Legal Services Lincolnshire

SOUTH HOLLAND DISTRICT COUNCIL

# AMENDING OBLIGATION

**made under Section 106 of the Town and Country Planning Act 1990**

**between**

**SOUTH HOLLAND DISTRICT COUNCIL**

**and**

**CLEY DEVELOPMENTS LIMITED**

**and**

**HSBC BANK PLC**

**relating to residential development at Park Road, Spalding**

Certified a true copy

.....

Head of Customer, Legal and Member Services

THIS DEED is made the 30th day of April Two thousand and nine

BETWEEN

(1) SOUTH HOLLAND DISTRICT COUNCIL of Council Offices Priory Road Spalding in the County of Lincoln PE11 2XE ("the Council")

(2) CLEY DEVELOPMENTS LIMITED whose registered office is situate at Albion House 32 Pinchbeck Road Spalding in the County of Lincoln (hereinafter called "the Owner")

(3) HSBC BANK PLC of PO Box 3924 Sheffield S1 9BD ~~8042 Birmingham B2 4NQ~~ (hereinafter called "the Mortgagee")

**WHEREAS**

A. This Deed is supplemental to a Deed (hereinafter called "the Principal Deed") entered into by the Council and the Owner and the Mortgagee on the twenty sixth day of July Two thousand and four and all references to the Principal Deed in this Supplemental Deed shall be construed accordingly

B. At the date of this Supplemental Deed the Owner is the owner in fee simple in possession of the Land (as defined in the Principal Deed)

C. At the date of this Supplemental Deed the Mortgagee is the mortgagee of the Land under a legal charge dated the tenth day of October Two thousand and made between the Mortgagee and the Owner

**NOW THIS DEED WITNESSETH AS FOLLOWS**

1. This Supplemental Deed is entered into pursuant to section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section The Council is the local planning authority by which the provisions of this Supplemental Deed are intended to be enforceable

2 This Supplemental Deed shall take effect on the date hereof

3. The parties hereto agree that the obligations contained in paragraphs 1 and 2 and 3 of the Third Schedule of the Principal Deed shall be varied in the manner described in paragraph B of the First Schedule to this Deed and the Owner covenants with the Council to perform the obligations contained in paragraphs 1 and 2 and 3 of the Third Schedule of the Principal Deed as varied by paragraph B of the First Schedule to this Deed

4. The Owner covenants with the Council to perform the obligation specified in paragraph A of the First Schedule to this Deed

5. The Council covenants with the Owner to perform the obligations specified in the Second Schedule to this Deed

6. The Mortgagee hereby consents to the execution of this Supplemental Deed and acknowledges that subject as herein provided the Land shall be bound by the restrictions and obligations contained in the Principal Deed as amended by this Supplemental Deed

7. The terms and conditions of the Principal Deed shall apply to this Supplemental Deed

8. The expressions "the Council" and "the Owner" and "the Mortgagee" shall include their successors in title and assigns PROVIDED THAT no person shall be liable for any breach of the covenant contained in paragraph 2 of the Third Schedule to the Principal Deed (as inserted by the First Schedule to this Deed) by reason only of his or her ownership of the Red Land or part thereof AND PROVIDED FURTHER THAT following payment of the contribution under paragraph 2 of the Third Schedule to the Principal Deed (as inserted by the First Schedule to this Deed) in respect of a particular dwelling and subject to compliance with paragraph 2(b) of the Third Schedule to the Principal Deed (as inserted by the First Schedule to this Deed) that dwelling and every owner thereof shall be released from the obligations contained in the Principal Deed

9. This Deed is a local land charge and shall be registered as such

THE MORTGAGEE CONSENTS TO THE OWNER ENTERING INTO THIS DEED AND ACKNOWLEDGES THAT THIS DEED BINDS THE LAND. THE MORTGAGEE SHALL ONLY BE LIABLE FOR ANY BREACHES OF THE DEED IF IT HAS ITSELF CAUSED THE BREACH WHILST MORTGAGEE IN POSSESSION. IT SHALL NOT BE LIABLE FOR ANY PRE-EXISTING BREACH.

Paul Pearson.

## FIRST SCHEDULE

A. The Owner hereby covenants with the Council to pay to the Council on completion of this Deed the sum of £500 as a contribution to the administrative and legal costs of the Council incurred in relation to the negotiation preparation and execution of this Deed

B. The obligations contained in paragraphs 1 and 2 and 3 of the Third Schedule of the Principal Deed shall be varied to read as follows:

"The Owner hereby covenants with the Council

1. (a) to pay to the Council the sum of Twenty six thousand six hundred and fifty one pounds (£26.651) ("the First Contribution") upon the first to occur of the following:
(i) immediately upon completion of the transfer by Cley Developments Limited aforesaid of the freehold or leasehold interest in the eight (8) dwellings situated on that part of the Land shown edged red on the attached plan ("the Red Land") or
(ii) immediately upon completion of the transfer by Cley Developments Limited aforesaid of the freehold or leasehold interest in any of the dwellings situated on the Red Land or
(iii) immediately upon the expiry of six (6) months from the date of this Deed

(b) that if the First Contribution has not been paid by the date being twelve (12) months after the date of this Deed ("the First Anniversary") the figure of Twenty six thousand six hundred and fifty one pounds (£26.651) shall be adjusted as follows:

(i) if the First Contribution is paid at any time after the First Anniversary but on or before the date being twenty four (24) months after the date of this Deed ("the Second Anniversary") by multiplying the figure of Twenty six thousand six hundred and fifty one pounds (£26,651) by the "all items" index figure of the Index of Retail Prices last published by the Office of National Statistics (or such other ministry government department executive agency or other body on which the duties in connection with the said Index of Retail Prices shall have devolved) before the First Anniversary and dividing the resultant figure by the "all items" figure of the Index of Retail Prices last published before the date of this Deed (with due adjustment being made for any change in the base or basis on which the said Indices of Retail Prices is calculated) provided that the First Contribution shall in any event be no less than Twenty six thousand six hundred and fifty one pounds (£26,651)

(ii) if the First Contribution is paid at any time after either (i) the

Second Anniversary or (ii) any subsequent anniversary of this Deed but on or before the date being the next following anniversary of this Deed by multiplying the figure of Twenty six thousand six hundred and fifty one pounds (£26,651) by the "all items" index figure of the Index of Retail Prices last published by the said office of National Statistics before either (i) the Second Anniversary or (ii) the anniversary of this Deed immediately preceding the date of payment of the First Contribution as appropriate and dividing the resultant figure found by the "all items" figure of the Index of Retail Prices last published before the date of this Deed (with due adjustment being made for any change in the base or basis on which the said Index of Retail prices is calculated) provided that the First Contribution shall in any event be no less than Twenty six thousand six hundred and fifty one pounds (£26,651)

2. (a) to pay to the Council a further sum of Seventy two thousand pounds (£72,000) ("the Second Contribution") which shall be payable in instalments of Six thousand pounds (£6000) prior to occupation of each of the twelve dwellings to be provided on that part of the Land shown edged blue on the attached plan

(b) that in making each of the instalments referred to in paragraph 2(a) above the Owner shall notify the Council of the dwelling to which such instalment relates by reference to a plan

(c) that if any instalment of the Second Contribution has not been paid by the date being twelve (12) months after the date of this Deed ("the First Anniversary") the figure of Six thousand pounds (£6,000) shall be adjusted as follows:

(i) if any instalment of the Second Contribution is paid at any time after the First Anniversary but on or before the date being twenty four (24) months after the date of this Deed ("the Second Anniversary") by multiplying the figure of Six thousand pounds (£6,000) by the "all items" index figure of the Index of Retail Prices last published by the Office of National Statistics (or such other ministry government department executive agency or other body on which the duties in connection with the said Index of Retail Prices shall have devolved) before the First Anniversary and dividing the resultant figure by the "all items" figure of the Index of Retail Prices last published before the date of this Deed (with due adjustment being made for any change in the base or basis on which the said Indices of Retail Prices is calculated) provided that each instalment of the Second Contribution shall in any event be no less than Six thousand pounds (£6,000)

(ii) if any instalment of the Second Contribution is paid at any time

after either (i) the Second Anniversary or (ii) any subsequent anniversary of this Deed but on or before the date being the next following anniversary of this Deed by multiplying the figure of Six thousand pounds (£6,000) by the "all items" index figure of the Index of Retail Prices last published by the said office of National Statistics before either (i) the Second Anniversary or (ii) the anniversary of this Deed immediately preceding the date of payment of the instalment of the Second Contribution as appropriate and dividing the resultant figure found by the "all items" figure of the Index of Retail Prices last published before the date of this Deed (with due adjustment being made for any change in the base or basis on which the said Index of Retail prices is calculated) provided that each instalment of the Second Contribution shall in any event be no less than Six thousand pounds (£6,000)

3. (a) that in respect of paragraphs 1 and 2 above any difference or dispute between the Owner and the Council as to the adjustment to be made for any change in the base or basis on which the said Index of Retail Prices is calculated shall be referred to an independent chartered surveyor appointed (in the absence of agreement as to his identity) by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of either the Owner or the Council and the decision of such surveyor (acting as an expert and not as an arbitrator) shall be final and binding on the Owner and the Council and the cost of his appointment and decision to be in his sole award in like manner

(b) that in the event that the said Index of Retail Prices shall be discontinued an independent chartered surveyor shall be appointed as aforesaid to determine in his absolute discretion what would have been the likely figure for the said Index of Retail Prices if it had been so continued as at the First Anniversary or the Second Anniversary or any subsequent anniversary of this Deed as appropriate and the provisions of paragraph 3(a) above shall apply (mutatis mutandis) to the mechanism for his appointment and the final and binding nature of his decision on the Owner and the Council and his award as to costs

## SECOND SCHEDULE

A. The Council hereby covenants with the Owner to use the First Contribution and the Second Contributions in the following manner

B. The sum of Five thousand eight hundred and three pounds (£5,803) together with any addition to that amount which results from the indexation of the First Contribution in accordance with paragraph B1(b) of the First Schedule to this Deed shall be used towards the cost of providing or upgrading open space off-site

C. The remaining part of the First Contribution together with any addition to that amount which results from the indexation of the First Contribution in accordance with paragraph B1(b) of the First Schedule to this Deed shall be used towards the cost of providing affordable housing off-site

D. The Second Contribution together with any addition to that amount which results from the indexation of the Second Contribution in accordance with paragraph B2(b) of the First Schedule to this Deed shall be used towards the cost of providing affordable housing off-site

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

THE COMMON SEAL of
SOUTH HOLLAND DISTRICT COUNCIL
Was hereunto affixed in the presence of



Head of Customer Legal and Member Services

THE COMMON SEAL OF
CLEY DEVELOPMENTS LIMITED
was hereunto affixed in the presence of

IN WITNESS WHEREOF the is document which is intended to take effect as a Deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written

SIGNED AND DELIVERED
by Paul Lawrence Brown

Paul Brown.

In the presence of

Witness Annette June Medykoub

Address

Occupation HSBC Bank plc
SHEFFIELD SECURITIES
PROCESSING CENTRE

Bank Official

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Entrance gateway to cemetry

Pinchbeck Road

Open dyke

Approx. location of electricity sub-station (not surveyed)

Concrete over dyke

Approx. location of bus shelter (not surveyed)

Sewer & gas markers

Service Ducts

Manhole S2

Manhole S1 installed on existing surface water run

Tactile paving at either side of junction

Park Road

150ø surface water sewer. Upstream connection unknown.

Existing surface water manhole

Existing telegraph pole to be re-located

Post & wire fence

Drop Kerb

Existing 7" potable water main. To be removed, if possible.

Indicates line of 500mm wide maintenance strip. 100x100x900 concrete marker posts to denote highway boundary

2675 Approx. surface water easement to boundary

Existing garage

Existing adjacent property

Ext'g wire fence removed. New 1.8m high close boarded fence as shown.

Superimposed Boundary Line

1.8m high brickwork wall

1.8m high close boarded fence

Decommissioned Water

1.8m high close boarded fence

Signal Gear

Existing surface water manhole

Gas

Water

Note
Services in Park Road not shown on plan. Refer to section A-A for details.

MATERIAL SCHEDULE

| PLOT | FACING BRICK | ROOF TILE |
|---|---|---|
| 1 - 5 | Buff facing | Marley Mendip-plain grey |
| 9 - 13 | Red facing | " " terracotta |
| 19 & 20 | Buff facing | " " slate grey |

Facing bricks to be agreed with Local Authority Planning Dept prior to commencement.

Detail brickwork i.e. soldier courses, gable detailing etc. to be in the opposite colour i.e. where the main brick is buff the detail brick is to be in the red and vice versa

HOUSE TYPES

| Plot nos | Drawing no. | type |
|---|---|---|
| 1 & 2 | pr12/03 | b |
| 3,4,5 & 6 | " | c |
| 7 & 8 | " | a |
| 9 & 10 | pr10/03 | c |
| 11 & 12 | " | b |
| 13 & 14 | " | a |
| 15,16,17 & 18 | " | b |
| 19 & 20 | " | c |

Prior to commencement all trees being retained are to be fenced off at a distance of 1.0m beyond the spread of such trees by a 1.2m high fence consisting of chestnut paling secured top and bottom to line wires fixed to fence posts a max. 2.0m apart. The fence is to be maintained during the period of construction and is to be removed only when those dwellings in which the trees are in the gardens of are completed. Service trenches within the confines of the fencing to the trees are to be dug by hand to prevent damage to the tree roots. Trenches to be backfilled by hand and compacted by foot every 10mm of depth. No building equipment, machinery tools etc. to be stored within the confines of the fences.

## Key

| | |
|---|---|
| Boundary | |
| Foul water sewer | |
| Surface water sewer | |
| Potable water supply | |
| Overhead cables | |
| Gas mains | |
| Existing kerbs | |
| Proposed kerbs | |
| Fence | |
| Existing gully | ▢G |
| Proposed gully | ■G |
| Existing manhole | ⊠ |
| Proposed manhole | ▢(Surface)/ ■(Foul) |
| Existing ground level | + 3.71 |
| Existing tarmac road | |
| Proposed tarmac road & footway to be adopted. | |

## Key

| | |
|---|---|
| Proposed tarmac parking | |
| Existing buildings | |
| Proposed buildings | |
| Proposed Grassed Area | |
| Proposed Tactile Paving | |
| Gradient | |
| Trees to remain | |
| Proposed hawthorn hedge | |
| Proposed gravel/shrub planting | |

## Shrub Planting Schedule

Berberis Verruculosa @ 900mm Centres
Berberis Thunbergii 'Red Chief' @ 900mm Centres
Cotoneaster| 'Gnom' @ 900mm Centres

TREE PLANTING SCHEME

| Latin name | Common name | Size/Specification |
|---|---|---|
| Betula pendula (B) | Silver Birch | 2.0 - 2.5m |
| Malus sylvestris (M) | Crab apple | 2.5 - 3.0m girth 200-225mm |
| Sorbus aucuparia (Sa) | Rowan | 2.0 - 2.5m height |

All planting to be in accordance with BS4428 1989 Recommendations No. 1 1989
All trees to be planted with minimum 600mm plastic mulch mat and to be staked, tied and rabed (1.2m)
1/3 to 1/2 bag of peat free tree and shrub planting compost to be incorporated into backfill for each tree hole.

Proposed Fence Type (A)

Proposed Fence Type (B)

Proposed Fence Surrounding Car-Park - U.N.O

hoop topped metal railings between brick piers

Head of Cushnay Layby & Manhole Schedules

| REV | DATE | REMARKS |
|---|---|---|
| | 23/8/06 | Boundary Infill to rear park amended to railings |

STATUS: FOR APPROVAL

SIDEBOTTOM RICHARDSON CHENG LTD
CONSULTING STRUCTURAL AND CIVIL ENGINEERS

PROJECT
Proposed Development,
Off Park Road,
Spalding, Lincolnshire,
For Cley Developments

TITLE
Proposed Site Plan

| REV | DATE | DESCRIPTION |
|---|---|---|
| D | 11/9/03 | Gardens Updated |
| C | 10/9/03 | Double garages added to properties 1-6, 9-12 & 15-18. Properties 19 & 20 changed to 3-bed. Ground Finishes Updated. Car-parking amended. Fence details amended. Key & planting schedule added. |
| B | 31/7/03 | Garages Updated. |
| A | 27/3/03 | Porches added to front elevations of buildings. Road profiles shown to buildings. Parking arrangements amended. Wall added between adjacent footpath and parking area. Distance |

| | | | |
|---|---|---|---|
| DATE | Sept. 2003 | SCALE | 1:200, 1:100 |
| DRAWN | SRC | CHECKED | |
| DESIGN | | FILENAME | 15403-01 |

TOWN AND COUNTRY PLANNING ACT 1990, sect. 106A

Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992

For the Council's use only
Application No. H16/0094/09
Date received 10 FEB 2009

# APPLICATION FOR THE MODIFICATION OR DISCHARGE OF PLANNING OBLIGATIONS

FILE COPY

**1 Applicant** *(in block capitals)*

Name: CLEY DEVELOPMENTS LTD

Address: WILLOW LODGE,
HOLBEACH ROAD
SPALDING LINCS Post Code PE11 3JA

Tel. No: 01775 767968

**2 Agent** *(if any)*

Name:

Address:

Post Code

Tel. No:

**3 Address or exact location of the land to which this application relates:**

AREA OF LAND OFF PARK ROAD, SPALDING TO BE KNOWN AS RAILWAY CLOSE, SPALDING, LINCS. PE11 1RF.

Describe here and enclose a map identifying the land to which the obligation relates.

A TRIANGULAR AREA OF LAND SOUTH OF PARK ROAD BETWEEN THE RAILWAY CROSSING & PINCHBECK RD JUNCTION.

PLANNING PERMISSION ref H16/1136/03.

**4 Nature of applicant's interest in the land** *(eg owner, lessee, occupier)*: OWNER.

5 Please give sufficient information to enable the authority to identify the planning obligation which you wish to have modified or discharged :

PLANNING OBLIGATION OF 26-07-04 :-.

OPEN SPACE CONTRIBUTION (NOW £5803.00) DUE PRIOR to OCCUPATION OF DWELLING

FIRST AFFORDABLE HOUSING CONTRIBUTION (NOW £46423.98) DUE PRIOR to OCCUPATION OF DWELLINGS

SECOND AFFORDABLE HOUSING CONTRIBUTION (NOW £2321.20) DUE PRIOR to OCCUPATION OF EACH DWELLING.

6 Please state your reasons for applying for the modification or discharge of the planning obligation identified in paragraph **5** above :

The current economic climate has seriously affected the relationship we have with our financial institution who have now requested the return of the facilities loaned to us for the development of this site.

This first stage of development , plots 1 - 8, is the stage which has to carry the costs of the infrastructure of the roads, services etc and that with the current downturn in property values , some 30% to-date, is governing our cash flow for the payment of the 106 Agreement with the Local Authority and for the future development of the remaining properties.

We are submitting this application at this time because we have been looking into other means of resolving this situation. Unfortunately all lenders are taking the same view that investment into residential/commercial development is not viable particularly with one which is partially complete.

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7 Please give the following information, which the authority considers necessary to enable it to determine the application, namely:

---

8 Please give any other information you consider relevant to the determination of this application *(continue on a separate sheet if necessary)*

Our total obligation is currently £98651.00. We would request that we be given the opportunity to fulfil our obligation with a payment of £26651.00 upon the completion of the sale of the first stage (these have been sold to one investor which should be completed early March 09). This would then leave a balance of £72000.00 which would then be paid in the sum of £6000.00 upon the occupation/completion of sale of the remaining properties.

---

**I/We hereby apply** for the modification or discharge of a planning obligation under section 160A of the Town and Country Planning Act 1990 in respect of an existing planning obligation described in this application and the documents and map which accompany it. I/We have completed the Certificate A, B or C, attached to this application, as appropriate.

Signed: .....

[on behalf of] Cork Developments Ltd

*(insert name of applicant if signed by agent)*

Date 8-01-09

**Certificate A**

I certify that on the day 21 days before the date of the accompanying application the planning obligation to which the application relates was enforceable against nobody other than the applicant.

*Signed* .....

[on behalf of] CLG Developments Ltd

Date 8-01-09.

---

**Certificate B**

I certify that [I have] [the applicant has] given notice to everyone else against whom, on the day 21 days before the date of the accompanying application, the planning obligation to which the application relates was enforceable, as listed below.

| *Person on whom notice was served* | *Address at which notice was served* | *Date on which notice was served* |
|---|---|---|

*Signed* .....

[on behalf of] .....

Date .....

*Cross out any words in square brackets which do not apply*

CONTINUED OVERLEAF