

PLANNING OBLIGATION

between

THE SCOTTISH BORDERS COUNCIL, constituted under the Local Government etc. (Scotland) Act 1994 and having their Council Headquarters at Newtown Saint Boswells, Melrose, the Planning Authority for the Scottish Borders area for the purposes of the Town and Country Planning (Scotland) Act 1997 (hereinafter referred to as the "Planning Authority")

and

GRANTON HOMES LIMITED, a company incorporated under the Companies Acts (Company Number SC477370) and having its Registered Office at c/o George & Co, Melville Crescent, Edinburgh, EH3 7AJ (who and whose successors as heritable proprietors of the Land hereinafter defined are hereinafter referred to as "the Developer")

and with the consent of

BARCLAYS BANK PLC, a company incorporated under the Companies Acts (Company Number 01026167) and having its Registered Office at Head Office, 1 Churchill Place, London (hereinafter referred to as "the Heritable Creditor")

WHEREAS

- A. This Planning Obligation is entered into in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997 ("the Act"), is subject to Sections 75A, 75B and 75C of the Act, and is for the purpose of permanently restricting and regulating the development and use of ALL and WHOLE that area of land to the East and South East of Kingsmeadows House, Kingsmeadows Road, Peebles; which area of land is shown delineated in red on the plan annexed and executed as relative hereto; which area of land forms part and portion of ALL

and WHOLE those subjects known as and forming Kingsmeadows House, Peebles being the subjects registered in the Land Register of Scotland under Title Number PBL5914 ("the Land").

- B. The Developer has lodged with the Planning Authority planning application number 19/00182/PPP (the "Planning Application") seeking planning permission for the development of the Land for residential purposes, comprising the erection of a residential apartment building ("the Development").
- C. The Planning Authority has agreed to grant the planning permission sought under the Planning Application upon certain conditions. These conditions have been agreed between the parties.

NOW THEREFORE THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:

- 1. Prior to the implementation of the planning permission sought under the Planning Application, a further application for planning permission will be required to be submitted to the Planning Authority in respect of the entire Development or individual applications for each phase of the Development. Any further application shall be an application for approval of matters specified in conditions (the "AMC Application") or a full application (the "Full Application"). The consent obtained under the said further application will be hereinafter referred to as the "Detailed Consent". For the avoidance of doubt, in the event that the Developers seek the Detailed Consent by lodging a Full Application, the application will be assessed in accordance with planning policy (including but not limited to developer contribution policy) applicable at the time that the Full Application is determined.
- 2. The Developer shall pay to the Planning Authority the following sums in respect to the first flatted dwellinghouse constructed at the Development:
 - a) The sum of SIX HUNDRED AND SIXTY SEVEN POUNDS (£667) Sterling ("the ELL Provided Primary School Contribution"), the sum of TWO HUNDRED AND THIRTY POUNDS (£230) Sterling ("the ELL Provided Secondary School Contribution"), the sum of FIVE HUNDRED POUNDS (£500) Sterling ("the Play Facilities Contribution") and the sum of ONE THOUSAND POUNDS (£1000) Sterling ("the Transport Contribution"), giving a total sum due of TWO THOUSAND THREE HUNDRED AND NINETY SEVEN POUNDS (£2,397) Sterling relative to the first dwellinghouse ("the First Contribution").
 - b) The Developer shall pay to the Planning Authority the First Contribution within 5 days of the date upon which the first dwellinghouse to be constructed as part of the Development achieves any of the Relevant Milestones as hereinafter defined.

3. The Developer shall pay to the Planning Authority the following sums in respect of each subsequent flatted dwellinghouse constructed at the Development:
 - a) The sum of SIX HUNDRED AND SIXTY SEVEN POUNDS (£667) Sterling ("the ELL Provided Primary School Contribution"), the sum of TWO HUNDRED AND THIRTY POUNDS (£230) Sterling ("the ELL Provided Secondary School Contribution"), the sum of FIVE HUNDRED POUNDS (£500) Sterling ("the Play Facilities Contribution"), the sum of ONE THOUSAND POUNDS (£1000) Sterling ("the Transport Contribution") and the sum of SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500) Sterling ("the Affordable Housing Contribution"), giving a total sum due of NINE THOUSAND EIGHT HUNDRED AND NINETY SEVEN POUNDS (£9,897) Sterling relative to the construction of any subsequent flatted dwellinghouse constructed at the Development ("the Subsequent Dwellinghouse Contribution")
 - b) The Developer shall pay to the Planning Authority each Subsequent Dwellinghouse Contribution within 5 days of the date upon which each subsequent flatted dwellinghouse to be constructed as part of the Development achieves any of the Relevant Milestones as hereinafter defined.
4. A Relevant Milestone shall be the date upon which;
 - (a) the Verifier, as defined by Section 7 of the Building (Scotland) Act 2003 (the 2003 Act), gives written intimation to the Developer that they have approved the Completion Certificate, in terms of Section 18 of the 2003 Act, in respect of the flatted dwellinghouse; or
 - (b) the Verifier gives written intimation to the Developer that they have approved a Certificate of Temporary Habitation, in terms of Section 21 of the 2003 Act, in respect of the flatted dwellinghouse; or
 - (c) the flatted dwellinghouse is occupied; or
 - (d) the sale of the flatted dwellinghouse is settled.
5. For the avoidance of doubt in the event the Relevant Milestone is reached in respect of two or more flatted dwellinghouses to be constructed as part of the Development at the same date, all sums due in respect to those flatted dwellinghouses shall be payable in full within 5 working days of the Relevant Milestone having been reached.
6. In the event of failure to make payment of the First Contribution or any of the Subsequent Dwellinghouse Contributions timeously, interest shall be payable thereon (by the Developers

to the Planning Authority) at 5% above the base rate of the Bank of Scotland from the due date until the date on which payment is made.

7. Each ELL Provided Primary School Contribution and ELL Provided Secondary School Contribution shall be applied by the Planning Authority with respect to the provision of educational accommodation and facilities in the Scottish Borders area, in accordance with the Scottish Borders Council approved Developer Contribution Policy. In particular:
 - (a) Each ELL Provided Primary School Contribution shall be expended towards the additional educational accommodation and facilities that have been provided for Priorsford Primary School.
 - (b) Each ELL Provided Secondary School Contribution shall be expended towards the additional educational accommodation and facilities that have been provided for Peebles High School.
8. Each ELL Provided Primary School Contribution and the ELL Provided Secondary School Contribution shall be index linked, which indexed increment shall be calculated and added annually as at 1 April of each year, all such indexation to be calculated by reference to the Retail Price Index, or in the event that such index is abolished or otherwise ceases to be available for any reason, such other index reasonably equivalent thereto as the Planning Authority may nominate.
9. Each Affordable Housing Contribution shall be applied by the Planning Authority as commuted payment in respect of affordable housing as defined in the Scottish Borders Council Approved Supplementary Planning Guidance on Affordable Housing. In particular, each Affordable Housing Contribution shall be used in connection with the provision of Affordable Housing in the Northern Housing Market Area as the Planning Authority (acting reasonably) shall determine and be the sole judge.
10. In the event that the Planning Authority does not require to expend an Affordable Housing Contribution (or any part thereof) within a period of ten years of the date of its full receipt then the relevant Affordable Housing Contribution or any unexpended part shall be repayable by the Planning Authority to the Developer who paid that Affordable Housing Contribution ("the Payer") forthwith (after the expiry of such ten year period) together with simple interest calculated from the date of receipt of that Affordable Housing Contribution by the Planning Authority until the date of repayment of that Affordable Housing Contribution (or the relevant

part thereof) to the Payer at the rate of 0.25 per cent below the base rate of the Bank of Scotland.

11. Each Play Facilities Contribution shall be applied by the Planning Authority as a Development Contribution as defined in the Scottish Borders Council Approved Supplementary Planning Guidance on Developer Contributions. Each Play Facilities Contribution shall be used in connection with the provision, inspection and maintenance of children's play equipment in the Peebles area, as the Planning Authority (acting reasonably) shall determine and be the sole judge.
12. In the event that the Planning Authority does not require to expend a Play Facilities Contribution (or part thereof) within ten years of the date of its full receipt then the relevant unspent Play Facilities Contribution or any unexpended part shall be repayable by the Planning Authority to the Developer who paid that Play Facilities Contribution ("the Payer") forthwith (after the expiry of such ten year period) together with simple interest calculated from the date of receipt of that Play Facilities Contribution by the Planning Authority until the date of repayment of that said Play Facilities Contribution (or the relevant part thereof) to the Payer at the rate of 0.25 per cent below the base rate of the Bank of Scotland.
13. Each Transport Contribution shall be applied by the Planning Authority as a Development Contribution as defined in the Scottish Borders Council Approved Supplementary Planning Guidance on Development Contributions. In particular, they shall be applied towards the costs incurred by the Planning Authority:
 - (a) in improving traffic management in and around the centre of Peebles; and/or
 - (b) towards the funding of transport appraisal work in the Peebles area; and/or
 - (c) for the purpose of a feasibility study, preparatory or works (including ancillary works) associated with the provision of additional bridge infrastructure within Peebles;and for no other purpose.
14. In the event that the Planning Authority does not require to expend a Transport Contribution (or part thereof) within ten years of the date of its full receipt then the relevant unspent Transport Contribution or any unexpended part shall be repayable by the Planning Authority to the Developer who paid that Transport Contribution ("the Payer") forthwith (after the expiry of such ten year period) together with simple interest calculated from the date of receipt of the said Transport Contribution by the Planning Authority until the date of repayment of the said Transport Contribution (or the relevant part thereof) to the Payer at the rate of 0.25 per cent below the base rate of the Bank of Scotland.

15. The Developer hereby undertakes not to dispose of the Land or any part of it or interest in it prior to the date of recording of this Planning Obligation in the Land Register of Scotland.
16. The Developer hereby undertakes to reimburse the Planning Authority all reasonably incurred legal costs in the preparation and registration of this Planning Obligation.
17. Each of the restrictions and regulations in this Planning Obligation has been and is agreed independently of the others and in the event of its becoming or being held to be ineffective whether by operation of law or otherwise the remaining terms of this Planning Obligation shall continue in force.
18. The Heritable Creditor hereby consents to the granting of these presents as is evidenced by their execution hereto and shall not be personally liable for any breach of the obligations in this Planning Obligation unless committed or continuing at a time when the Heritable Creditor is in possession of all or any part of the Land in which case it too will be bound by the obligations as if it were the person deriving title from the Developer.
19. Any dispute arising under this Planning Obligation shall be referred to an arbiter to be appointed by the parties (or, failing agreement, by the Sheriff of Lothian & Borders at Selkirk) decision shall be final and binding on each party: IN WITNESS WHEREOF these presents typewritten on this and the five preceding pages, together with the plan annexed are executed as follows:

For THE SCOTTISH BORDERS COUNCIL by

Authorised Signatory 

Name in Full *FRANCIS DONALD MOORE RANKINE*

Designation *SOLICITOR & PROPERTY OFFICER*

at Council Headquarters, Newtown St Boswells

on *22 FEBRUARY 2021*

in the presence of:

Witness Signature 

Witness Full Name *IRENE McALPIN*

Witness Address Council Headquarters, Newtown St Boswells

For GRANTON HOMES LIMITED



Authorised Signatory

Name in Full

GARY MAWER

Designation

MANAGING DIRECTOR

Authorised Signatory



Name in Full

KENNETH MARK MAWER

Designation

DIRECTOR

at

PEEBLES

on

02/02/21

in the presence of:

Witness Signature

Witness Full Name

Witness Address

For BARCLAYS BANKS PLC by



Authorised Signatory

Name in Full

MR HARVINDER JAGGAL

Designation

TEAM LEADER

Authorised Signatory

Name in Full

Designation

at

"BIRMINGHAM OFFICE"

on

26 JANUARY 2021

in the presence of:

Witness Signature



Witness Full Name

Conrad Peiss

Witness Address

Barclays Bank PLC

Lending Operations, PO Box 299, Birmingham, B1 3PF

QCC	
	Initials
	Date

PLANNING OBLIGATION

between

THE SCOTTISH BORDERS COUNCIL

and

GRANTON HOMES LIMITED

and with the consent of

BARCLAYS BANK PLC

2020

PL658/81Z/BM

Planning Ref 19/00182/PPP

**Developer Contribution: Education/Affordable
Housing/Play/Transport**

**Subjects: Land to East and South East of
Kingsmeadows House, Kingsmeadows Road,
Peebles**

**The Scottish Borders Council
Council Headquarters
Newtown St Boswells
Melrose TD6 0SA**