



EVERSHEDS

Dated

30th November

2006

- (1) City of York Council
- (2) Ian Hamish Leslie Melville and Richard Manners Sutton acting as trustees of The Third Earl of Halifax 2004 Discretionary Trust
- (3) William Matthew Wrigley and Richard Manners Sutton acting as trustees of The Halifax 2004 Life Interest Trust
- (4) Landmatch Limited
- (5) The University of York

Agreement

under section 106 of the Town and Country Planning Act 1990 relating to the
land south of Field Lane, Heslington, York
(proposed Heslington East Campus)

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We certify that this is a true copy of the original
Eversheds LLP

Dated 30th November 2006

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THIS AGREEMENT is made on 30th November

2006

BETWEEN

- (1) **CITY OF YORK COUNCIL** of The Guildhall, York YO1 9QN ("the Council");
- (2) **IAN HAMISH LESLIE MELVILLE** and **RICHARD MANNERS SUTTON** acting as trustees of **THE THIRD EARL OF HALIFAX 2004 DISCRETIONARY TRUST** of 19 Cookridge Street, Leeds LS2 3AG ("the First Landowner")
- (3) **WILLIAM MATTHEW WRIGLEY** and **RICHARD MANNERS SUTTON** acting as trustees of **THE HALIFAX 2004 LIFE INTEREST TRUST** of 19 Cookridge Street, Leeds LS2 3AG ("the Second Landowner")
- (4) **LANDMATCH LIMITED** (Company Number 02197474) whose registered office is at 1 Buckingham Place, London SW1E 6HR ("the Third Landowner")
- (5) **THE UNIVERSITY OF YORK** whose address is Heslington, York, YO1 5DD ("the Developer")

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Site is located.
- (B) The First Landowner is the freehold owner of that part of the Site shown coloured in red diagonal hatching on Plan 1A the Second Landowner is the freehold owner of that part of the Site shown coloured in green stipple on Plan 1A and the Third Landowner is the freehold owner of that part of the Site shown coloured in purple saw tooth edged lines on Plan 1A
- (C) The Developer has submitted the Application to the Council and on 16 March 2005 the Council's Planning Committee resolved to grant planning permission subject (inter alia) to the completion of this Agreement.
- (D) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Landowners and/or the Developer or any person or persons deriving title from them.
- (E) The Developer has contracted to acquire or taken an option to acquire freehold or leasehold interests in all that land shown edged red on Plan B ^{excluding the area of land shown hatched on Plan C} and is the freehold or leasehold owner of all that land shown edged blue on Plan B.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context requires otherwise the following words and expressions have the respective meanings as set out opposite to them:

"Act" the Town and Country Planning Act 1990

"Application" an application for outline planning permission made on behalf of the Developer by O'Neill Associates on 30 April 2004 and bearing the reference 04/1700/OUT for the development of a new university campus including:

- Buildings for academic teaching, research, related research, Science City York uses, student and staff housing, ancillary facilities, sports and social facilities;
- Construction of a lake, re-contouring and structural landscaping together with hard surfaced areas and soft landscaping within the site for amenity use;
- Creation of access from western section of Field Lane to the new campus for pedestrians, cycles and the University Transit System and from Field Lane to Innovation Close for use by general traffic;
- Creation of vehicular access to the campus from the eastern end of Field Lane;
- Creation of vehicular access from Hull Road via Grimston Bar Park and Ride site to the eastern end of the campus and construction of 500 parking spaces on land south of the Park and Ride site;
- Construction of footpaths, cycle tracks, roads and a central movement spine;

- Construction of 1000 car parking spaces;
- Construction of infrastructure including sewerage;
- Re-routing of overhead power lines from Kimberlow Hill to Low Lane; and
- Links to existing campus for pedestrians, cyclists and general traffic.

“Commencement Date”

the date upon which the Development shall be commenced by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the Act (but not including any operations relating to site investigations or surveys or archaeological surveys or the demolition of any existing buildings or structures or works connected with peat extraction infilling or construction of a temporary haul road or works carried out by a statutory undertaker using its “permitted development” rights under Glass G of Part 17, Schedule 2 of the Town & Country Planning (General Permitted Development) Order 1995 (as amended) to place underground any or all of the overhead power lines crossing the Site)

“Community Forum”

a meeting of representatives of the local community (both business and residential) considered to be affected by the Development for the purpose of consultation on subsequent planning applications. The community forum will be appointed by the Council in consultation with the Developer and will be independently chaired.

“Development”

the development of the Site in accordance with the Planning Permission

“Expansion Numbers”

Full-time Non-home Based Students at 30 November in any year, compared with the base line established under paragraph 1.5 in

Schedule 2

"Family Unit"	any residential unit with two or more bedrooms constructed or converted for the purpose of providing accommodation for a family with children
"Full-time Non-home Based Students"	full-time students of the University of York living at an address which is different from the address given by them as their home address at the time of their application for enrolment as students of the University but excluding students on placement
"HGV Driver(s)"	all drivers of HGV Traffic
"HGV Traffic"	any "heavy commercial vehicle" as defined by section 138 of the Road Traffic Regulation Act 1984 which enters or leaves the Site for the purpose of delivering materials and equipment to the Site in connection with the construction of the Development
"HGV Route"	the preferred route for HGV Traffic being via the A64 / A1079 and Field Lane to the development site as illustrated by blue markings on Plan 2
"Improvement Works"	Improvement works to the junction of the A1079 Hull Road and the A64 known as Grimston bar roundabout shown on Plan 6.
"Landowners"	the First Landowner and the Second Landowner and the Third Landowner collectively
"Parking Survey Areas"	the areas numbered on Plan 3
"Plan 1"	the plan numbered 1 attached to this Agreement

"Plan 1A"	the plan numbered 1A attached to this Agreement
"Plan 2"	the plan numbered 2 attached to this Agreement
"Plan 3"	the plan numbered 3 attached to this Agreement
"Plan 4"	the plan numbered 4 attached to this Agreement
"Plan 6"	the plan numbered 6 attached to this Agreement
"Plan B"	the plan numbered Plan B attached to this Agreement
"Plan C"	the plan numbered Plan C attached to this Agreement
"Planning Permission"	any planning permission which may be granted in pursuance of the Application
"Primary Cost Multiplier"	a sum representing the cost of providing a primary school place being £10,164 (ten thousand one hundred and sixty four pounds) or such other sum as is set from time to time by the Department for Education and Skills (or such other department as may be responsible for setting such sum from time to time).
"Secondary Cost Multiplier"	a sum representing the cost of providing a secondary school place being £15,531 (fifteen thousand five hundred and thirty one pounds) or such other sum as is set from time to time by the Department for Education and Skills (or such other department as may be responsible for setting such sum from time to time).
"Site"	the freehold land described in Schedule 1 and shown for the purpose of identification only edged red on Plan 1.
"Unmet Student Housing Demand"	the shortfall in additional residential accommodation at the date of survey as

against Expansion Numbers at the date of survey.

- 1.2 The masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa.
- 1.3 References to any statute include all regulations, orders, directions and other instruments made under that statute and any statute, regulation, order, direction or other instrument amending, consolidating or replacing it in force from time to time.
- 1.4 A reference to a clause or schedule is a reference to a clause or schedule contained in this Agreement.
- 1.5 References to any party in this Agreement shall include the successors in title of that party and in the case of the Council includes any successor local planning authority/highway authority exercising planning/highway powers under the Act.
- 1.6 Obligations undertaken by more than one party are joint and several obligations
- 1.7 The headings in this Agreement are for convenience only and should not be taken into account in the construction or interpretation of this Agreement.
- 1.8 The omission of a Plan 5 from this Agreement is deliberate

2. OPERATIVE PROVISIONS

- 2.1 This Agreement is made pursuant to section 106 of the Act and the obligations contained in this Agreement are planning obligations for the purposes of that section in so far as they fall within the terms of sub-section 106(1).
- 2.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000 and all other enabling powers.
- 2.3 The Council is the local authority by which the planning obligations contained in this Agreement are enforceable.

- 2.4 The covenants contained in this Agreement and in particular contained in Clause 6 shall not be binding on the land shown in black diagonal hatching on Plan C.

3. **CONDITIONALITY**

- 3.1 The covenants contained in this Agreement shall only come into effect on the Commencement Date unless otherwise specifically indicated in this Agreement.

4. **RELEASE**

- 4.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Site or the part of the Site in respect of which such breach occurs.
- 4.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring in respect of any part of the Site in which he shall at the time of such breach have no interest.
- 4.3 The First Landowner and the Second Landowner each comprise trustees with no beneficial interest in the respective parts of the Site of which they are the freehold owners as identified in Recital (B) and no individual trustee is to be personally liable for any breach of the covenants restrictions or obligations contained in this Agreement except to the extent of the value of the respective trust funds (including their respective parts of the Site) held by them at the time they receive written notice of any claim.

5. **LAPSE**

- 5.1 This Agreement shall cease to have effect if:
- 5.1.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or modified (save as to any minor modifications to the Development as shall be agreed from time to time between the Council and the Landowners or between the Council and the Developer and approved by the Landowners) prior to the Commencement Date; or
- 5.1.2 the Planning Permission shall expire prior to the Commencement Date.

6. **DEVELOPER'S/LANDOWNERS' COVENANTS**

- 6.1 The Developer and the Landowners covenant with the Council to observe and perform the covenants set out in **Schedule 2** in relation to the Development.

7. **COUNCIL'S COVENANT**

- 7.1 The Council covenants with the Landowners and the Developer to observe and perform the covenants set out in **Schedule 3**.

8. **INDEMNITY**

- 8.1 In consideration of the First Landowner entering into this Agreement the Developer will indemnify and keep indemnified the First Landowner against all liabilities costs charges or expenses arising directly or indirectly from any breach of the provisions of this Agreement by the Developer.
- 8.2 In consideration of the Second Landowner entering into this Agreement the Developer will indemnify and keep indemnified the Second Landowner against all liabilities costs charges or expenses arising directly or indirectly from any breach of the provisions of this Agreement by the Developer.
- 8.3 In consideration of the Third Landowner entering into this Agreement the Developer will indemnify and keep indemnified the Third Landowner against all liabilities costs charges or expenses arising directly or indirectly from any breach of the provisions of this Agreement by the Developer provided that such indemnity shall not apply in respect of any liabilities costs charges or expenses whatsoever arising or which may arise out of or be incidental to any negligent act or default or omission on the part of the Third Landowner.

9. **LOCAL LAND CHARGE**

- 9.1 This Agreement shall be registered as a local land charge.

10. **FETTER OF DISCRETION**

- 10.1 Nothing in this Agreement shall be or shall be construed to be a fetter or restriction on the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Site or otherwise.

11. NOTICE

- 11.1 Any notice notification or application for any approval consent or other authorisation required to be made by the Developer and/or Landowners under the terms of this Agreement shall be in writing and served on the Council's Chief Executive or such other Chief Officer of the Council as the Council shall in writing specify by notice served on the other parties to this Agreement (or their successors in title for the time being at the date of such notice) and any notice approval or other consent or other authorisation by the Council shall be in writing and served on the Developer and/or the Landowners at their respective addresses herein before described or at such new addresses in the UK as they shall by notice from time to time specify to the Council and no other purported notice approval consent or authorisation shall be binding upon the Council the Landowners and/or the Developer for the purposes of this Agreement.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

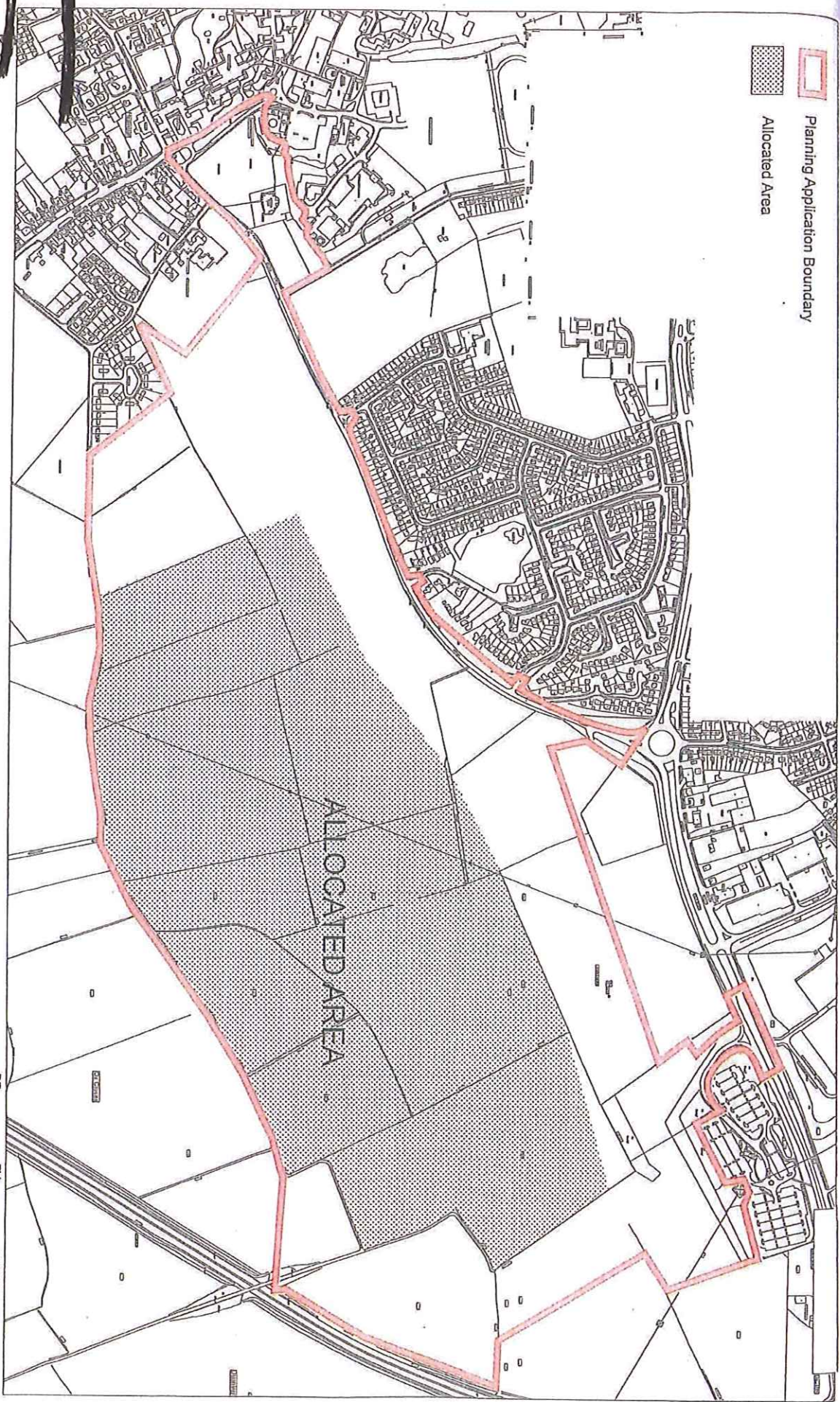
- 12.1 The parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it or not a successor in the title to such a party.



13. ARBITRATION

- 13.1 If any dispute or difference as to whether an act or default of any party is unreasonable or any failure to reach agreement arises at any time and which shall not be resolved within one week of any party notifying the others that such dispute difference or failure to reach agreement exists any party shall have the right to refer the same to the decision of an appropriately qualified independent person experienced in matters of the kind to which the dispute difference or failure relates, such person to be agreed between the parties or in default of agreement to be appointed by the President for the time being of the Law Society upon application by any such party and any person so appointed shall act as an expert and not as an arbitrator and his decision shall be binding on the parties (save for manifest error) provided that the costs of such determination shall be determined by the independent person and provided further that the parties shall use their reasonable endeavours to ensure that the determination of the independent person shall be obtained as soon as possible.

14. EXECUTION OF THIS AGREEMENT

- 14.1 If the parties execute this agreement in separate counterparts it will take effect as if they had all executed a single copy.



 Planning Application Boundary
 Allocated Area

Project: University of York Heslington East Campus
 Drawing: Planning Application Boundary Allocated Area
 Drawing No.:
 Scale: N.T.S.




DR	PV	04.12.03	B
DR	PV	03.12.03	A
DR	PV	01.09.03	

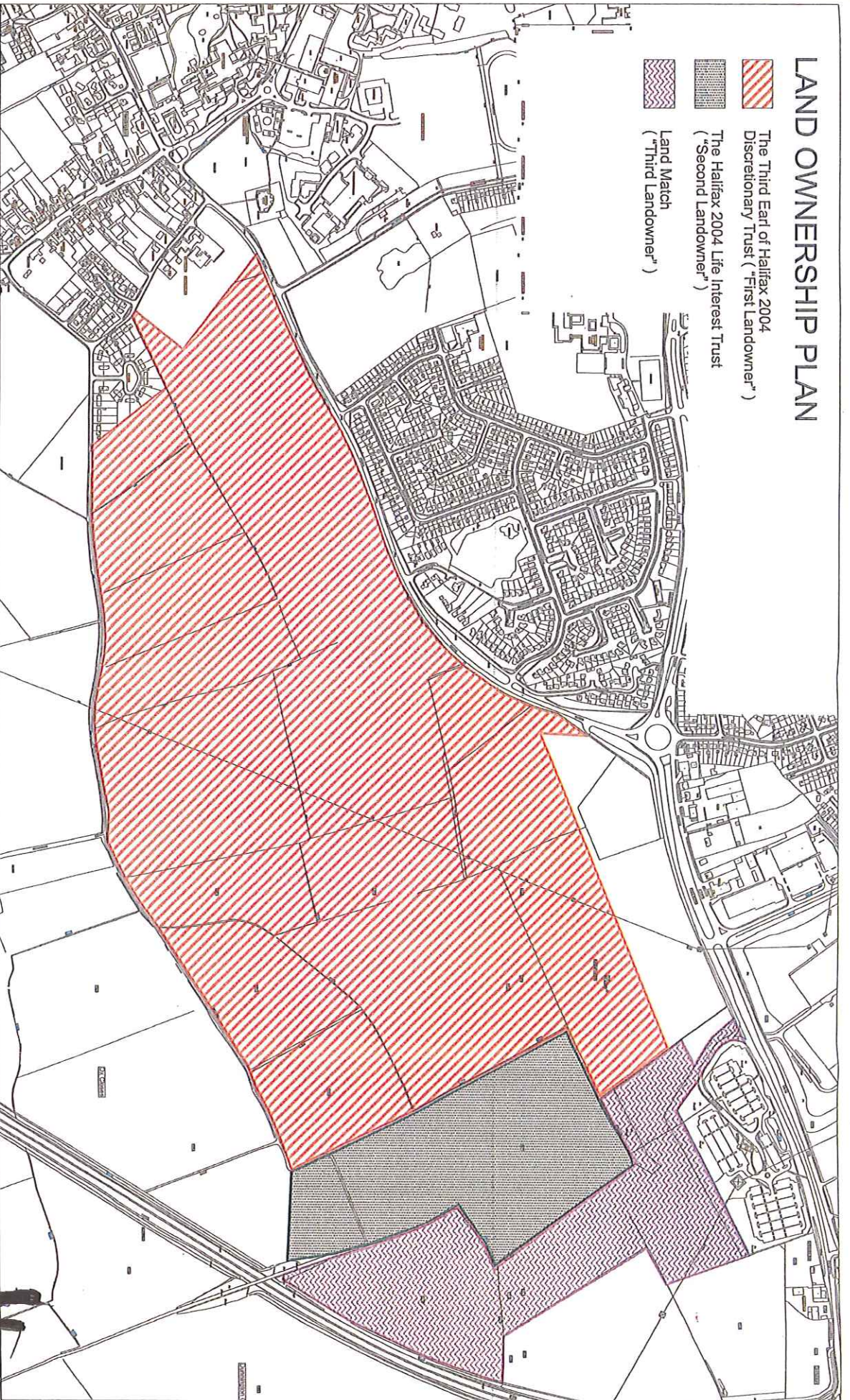
Drawn by: 2 William Robson House
 Design City
 DH1 1SA

Tel: +44 (0)191 375 7075
 Fax: +44 (0)191 375 7122

CASELLA
 STANGER

LAND OWNERSHIP PLAN

-  The Third Earl of Halifax 2004 Discretionary Trust ("First Landowner")
-  The Halifax 2004 Life Interest Trust ("Second Landowner")
-  Land Match ("Third Landowner")



Project

University of York
Heslington East Campus

Drawing

Land Ownership Plan

Drawing No.

PLAN 1A

Scale

N.T.S

DR
Drawn by

PV
App'd by

01.08.01
Date

Rev. A

2 William Robson House

Cleypath
Durham City
DH1 1SA

Tel: +44 (0)191 375 7075
Fax: +44 (0)191 375 7122

CASELLA
STANGER

Plan 1A



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Heslington East Campus

Project:

Design:	KM	Date:	30/11/2004	Chkd:	M/C
Drawn:	KM	Scale:	NTS	Appd:	DJP

Sheet Size - A3 (400mm x 275mm)

FABERMAUNSELL

AN AECOM COMPANY

St. Christopher House,
George Cayley Drive,
Clifton Moor,
YORK, YO30 4XE

Tel: +44 (0) 1904 694400
Fax: +44 (0) 1904 694499
www.fabermansell.com

Title:

**Proposed Route of
Construction Traffic**

AutoCAD location | F:\PROJECTS\000000\000000\000000\PLAN 2.dwg
NO. **PLAN 2**

Rev:

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Time:

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Project:

Heslington East Campus

Parking Survey Area

FABER MAUNSELL

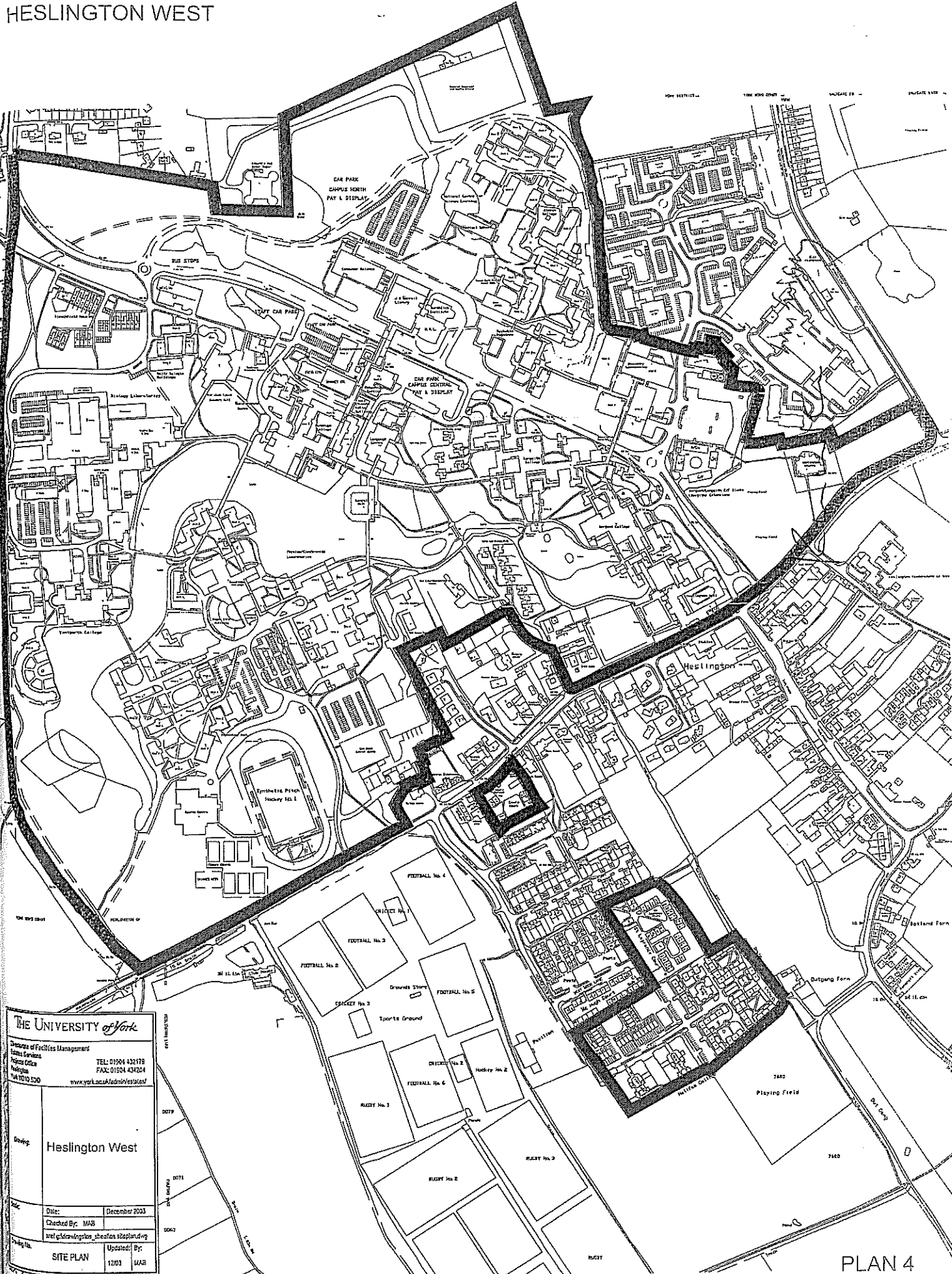
St. Christopher House,
George Cayley Drive,
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YORK, YO30 4XE

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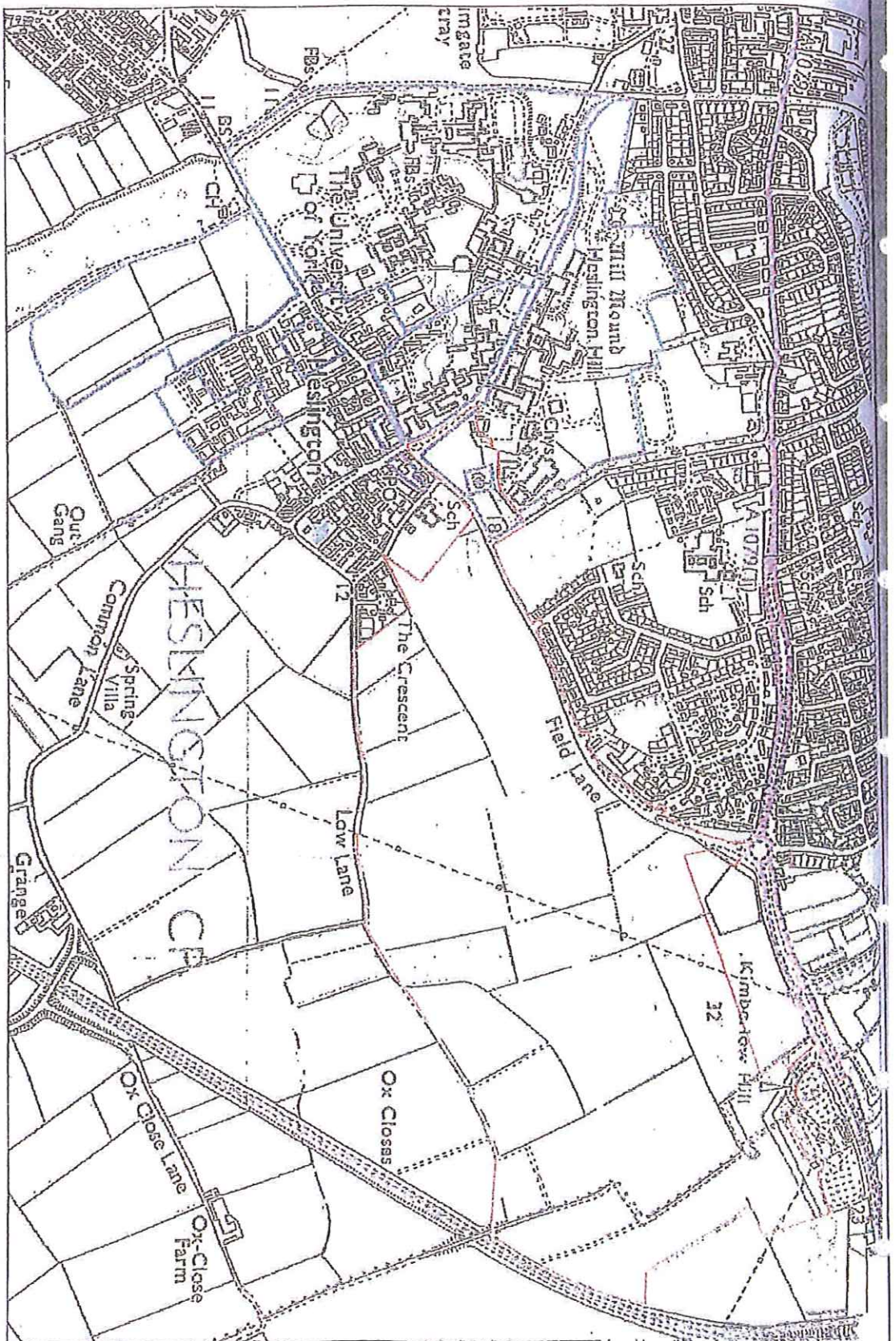
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Design:	KM	CAD:	KM		cm
Chkd:	MC	Appt:	DAP		
Date:	6 April 2005	Scale:	NTS		
No. PLAN 3				Rev:	C
					A3

HESLINGTON WEST



PLAN 4



Land in the Ownership of
The University of York

Planning Application
Boundary

Project

University of York
Heslington East Campus

Drawing

Land owned or leased by
the University of York

Drawing No.

Scale

NTS

15.04.04
Date

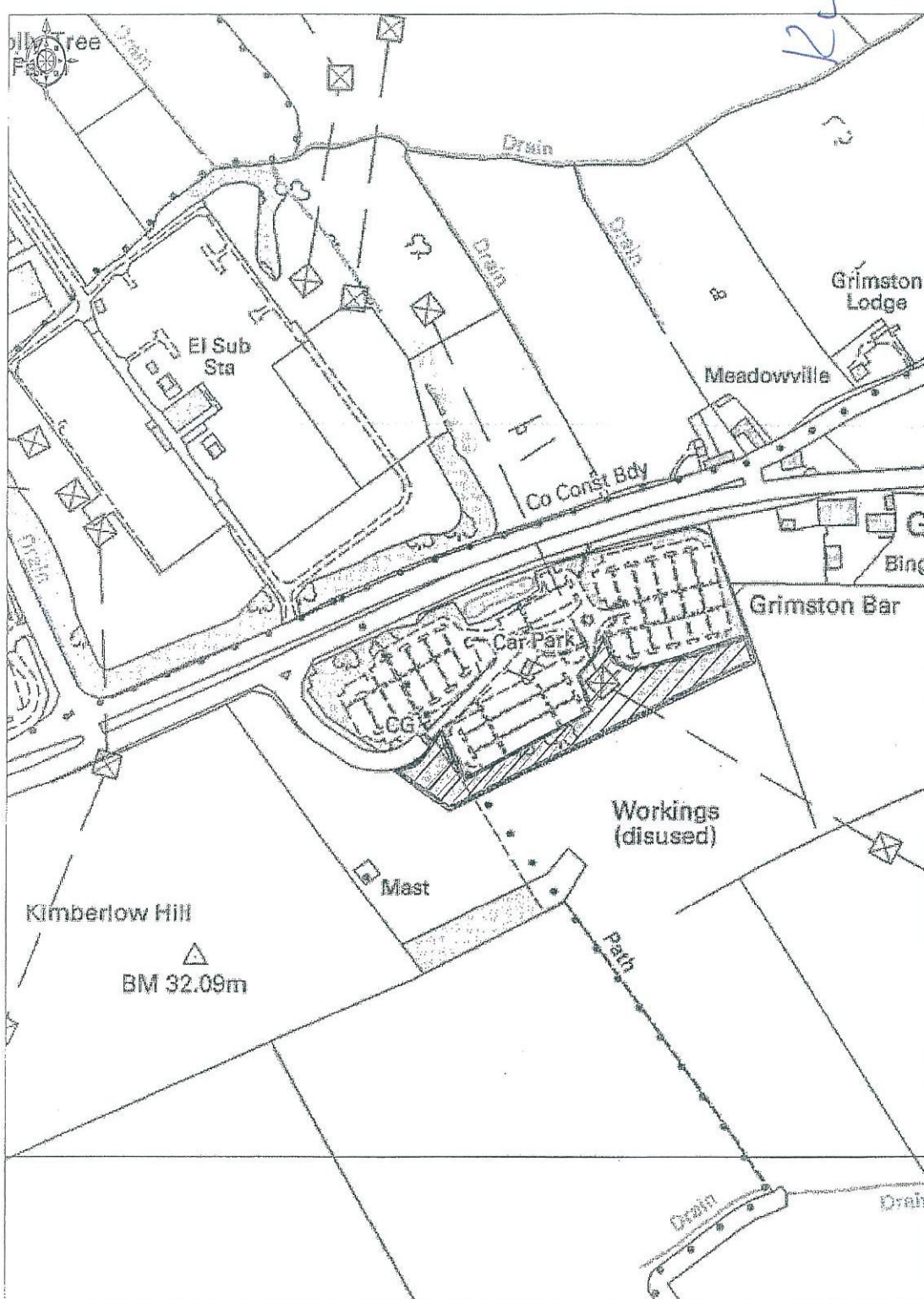
Rev.

2 William Robson House
Durham City
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PLAN B

CASELL
STRANGER



Ordnance Survey

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O'Neill Associates
Udppi.106 plans.cc

PLAN C

SCHEDULE 1

The Site

The land south of Field Lane, Heslington, York which is (together with other land) registered at HM Land Registry under title numbers NYK 79332, NYK 77763, NYK 291492, NYK 292194, NYK 302500 and which land is for the purpose of identification only shown edged red on Plan 1.

SCHEDULE 2

Planning Obligations

1. Student Housing

- 1.1 The Developer undertakes to retain the level of student housing capacity on the land identified on Plan 4 existing at the date of this Agreement, in so far as it is economically prudent to do so. The reasons for any changes will be notified to the Council.
- 1.2 Save as is provided in clause 1.6 of this Schedule, the Developer will undertake to provide on the Site additional student housing up to the Expansion Numbers as long as there is demand, and will undertake to take steps to encourage the maximisation of the demand.
- 1.3 The Developer undertakes to provide 1x600 bed college on the Site prior to occupation of the first academic building comprised in the Development.
- 1.4 The Developer undertakes to ensure that all Full-time Non-home Based Students have the right to apply for student housing for the duration of their study at the University. If actual demand is in excess of the number of Full-time Non-home Based Students resulting from the Development, the Developer will prioritise applications in accordance with its accommodation policy.
- 1.5 During the 12-month period prior to the first occupation of the Development the Developer will provide the Council the First Landowner and the Second Landowner with a statement of the number of Full-time Non-home Based Students at that time and the number of bed spaces available on the Site and the land identified on Plan 4. Thereafter the Developer will undertake an annual survey by 30 November each year, and provide to the Council the First Landowner and the Second Landowner by 31 December each year, the numbers of:

Full-time Non-home Based Students;
Full-time Non-home Based Students resulting from the Development;
applications for accommodation; and
bed spaces provided.

to demonstrate that the housing demand generated by the Development is being met.
- 1.6 If in any year the annual survey demonstrates that there is Unmet Student Housing Demand on the Site and on the land identified on Plan 4 in excess of 50

bedspaces, the Developer undertakes to bring forward and implement plans to provide additional accommodation on the Site, in units of 300 bedspaces, within 2 years of the date of the survey so long as it is economically prudent to do so.

- 1.7 The Developer will make available to the Council by 31 December each year on a confidential basis its base line rent model on which rents are calculated.

2. Vehicle Routing

- 2.1 From the Commencement Date or the date of commencement of works carried out by a statutory undertaker using its "permitted development" rights under Class G of Part 17, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) to place underground any or all the overhead power lines crossing the Site the Developer shall use all reasonable endeavours to ensure that all HGV Traffic enters and leaves the Site by the HGV Route.

- 2.2 The Developer shall ensure that a clause requiring adherence by all contractors and sub-contractors to the HGV Route has been incorporated into:-

- 2.2.1 all Developer – contractor contracts; and

- 2.2.2 all contractor – subcontractor contracts; which in each case involve HGV Traffic.

- 2.3 At the request of the Council the Developer shall as soon as is reasonably practicable provide the Council with copies of clauses which require adherence to the HGV Route and which are contained in any contract referred to in paragraph 2.2 above.

- 2.4 The Developer shall take all reasonable measures to enforce the clauses referred to in 2.2 and 2.3 above.

3. Off Site Parking Measures

- 3.1 In the event that a planning condition is attached to the Planning Permission requiring surveys to be carried out of on street parking, and that condition

requires remedial measures to be taken in any of the Parking Survey Areas as a result of an increase in on street parking, the Developer shall:-

- 3.1.1 fund a detailed survey to be undertaken to a specification to be agreed with the Council to identify the origin of the increase in on street parking so identified;
 - 3.1.2 in the event that the detailed survey identifies that such increase is caused by students attending the University of York, employees working at or visitors visiting any building situated upon any part of the Site or the land shown on Plan 4, pay to the Council the costs incurred by the Council in introducing a scheme of parking and waiting restrictions to cover the area or areas where on street parking has increased and an area 100 m around that affected area or areas;
 - 3.1.3 if a scheme of parking or waiting restrictions is implemented under paragraph 3.1.2 above, pay to the Council the costs incurred by the Council in employing a presence in the area to enforce the parking regulations for a period of 15 years from the first occupation of the Development;
- 3.2 If a scheme of parking or waiting restrictions is implemented under paragraph 3.1.2 above, then the Council shall pay to the Developer a sum equivalent to income from any penalty charge notices (less a reasonable administrative charge), for a period of 15 years from the first occupation of the Development.

4. Community Forum

- 4.1 The Developer shall engage with the Community Forum as arranged by the Council provided that the Community Forum is conducted in a reasonable manner.
- 4.2 The Developer shall agree with the Council the terms of reference of the representative Community Forum on any future applications for approval of reserved matters which the Developer submits.
- 4.3 The Developer shall use all reasonable endeavours to engage with the Community Forum within the terms of reference at paragraphs 4.1 and 4.2.

5. Public Access to external areas

- 5.1 On completion of the Development the public shall be granted permissive access to the footpaths, cycleways and landscaped areas outside building curtilages within the Site provided that the Landowners or the Developer shall be entitled to exclude from these areas any member of the public who is likely to cause nuisance or annoyance or injury to other members of the public or occupiers of the Development or likely to cause injury or damage to the Development or the Site or any part thereof or any member of the public who is or is likely to be in breach of any byelaw relating to the Site which is now or hereafter comes into force.

6. Sports Facilities

- 6.1 In order to secure public access to indoor and outdoor sports facilities to be provided by the Developer on the Site (which sports facilities shall include a competition standard swimming pool (i.e. 8 lane 25 metre pool) and indoor sports hall provision equivalent to 12 badminton courts and 3 tennis courts) the Developer shall, as part of the application for approval of reserved matters for each phase of the Development, prepare and submit to the Council for approval a scheme for the provision of public access to those sports facilities to be provided as part of that phase, such scheme to include a programme of works.
- 6.2 The Developer will implement the approved scheme referred to in paragraph 6.1 above in accordance with the agreed programme of works.
- 6.3 The Developer shall provide and maintain on the land shown edged red and shown edged blue on Plan B outdoor sports facilities in accordance with Sport England standards.

7 Education Contribution

- 7.1 The Developer shall pay to the Council prior to the first occupation of any Family Unit a sum or sums to be used by the Council for educational purposes, such sum or sums to be calculated separately for primary school and secondary school places in accordance with the following formula:

Educational Contribution =

(a) (number of required places - less the number of places available at the relevant catchment primary schools) × Primary Cost Multiplier.

and

(b) (number of required places - less the number of places available at the relevant catchment secondary schools) × Secondary Cost Multiplier.

where the "number of required places" is 1 primary place for 4 Family Units and 1 secondary place for 7 Family Units.

8 Noise Reduction

8.1 The Developer shall lead and commit funding and effort into the continuation of practical student noise reduction initiatives (such as the "SSHH" campaign).

9 Works at Grimston Bar Roundabout

9.1 The Developer shall pay to the Council as agents for the Highways Agency a sum calculated in accordance with clause 9.2 of this Schedule to be used for the Improvement Works.

9.2 The sum payable pursuant to clause 9.1 shall be calculated as follows:

9.2.1 no later than 42 months after the first occupation of the Development the Council shall prepare and submit to the Developer for agreement detailed costings for the Improvement Works;

9.2.2 the Developer shall make payments of the sum agreed in agreed stages corresponding with construction phases;

9.2.3 the first payment shall be made by the Developer no later than 4 years after the first occupation of the Development.

10 Conservation Area Appraisal

- 10.1 Prior to the Commencement Date to pay to the Council the sum of four thousand pounds (£4,000) to be applied by the Council solely for the carrying out of a Conservation Area appraisal.

11 Legal Fees

- 11.1 Upon completion of this Agreement the Developer shall pay to the Council its reasonable and proper costs in connection with the preparation and negotiation and completion of this Agreement.

SCHEDULE 3

Covenants By The Council

1. Reasonableness

- 1.1 To act reasonably and properly and diligently in exercising its discretion and discharging its functions under the Agreement and in particular where any notice consent approval authorisation agreement or other similar affirmation is required under the terms of the Agreement not unreasonably to withhold delay or refuse such notice consent approval authorisation agreement or other similar affirmation.

2. Local Land Charges Register

- 2.1 (Where under the terms of this Agreement the agreement shall expire terminate or cease to have effect) to use all endeavours to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has expired or is no longer in force or existence.

3. Financial Contributions

- 3.1 The Council shall use any sum or sums paid to the Council pursuant to paragraphs 7 and 9 and 10 of **Schedule 2** of this Agreement specifically and solely for the purposes described in those paragraphs.
- 3.2 The Council shall on receipt of any sum or sums paid to the Council pursuant to paragraphs 7 and 9 and 10 of **Schedule 2** place the same into an interest bearing account from which any unexpended part may be readily identified.
- 3.3 In the event that all or any part of any sum or sums paid to the Council pursuant to the provisions of paragraphs 7 and 9 and 10 of **Schedule 2** of this Agreement remain unexpended at the end of 5 years from the date of payment then the Council shall immediately repay the unexpended sum to the payee together with all accrued interest.

4. Assistance

- 4.1 The Council will lend all reasonable assistance to the Developer and/or the Landowners in discharging their obligations in **Schedule 2**.

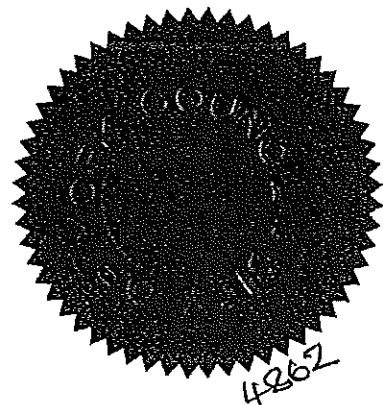


Executed as a Deed on the date specified at the commencement of this Agreement

**THE COMMON SEAL OF
THE CITY OF YORK COUNCIL**
was affixed to this deed
in the presence of

)
)
) *Senior Solicitor*
) *City of York Council*
Authorised Signatory

Authorised Signatory



**SIGNED as a DEED by IAN HAMISH
LESLIE MELVILLE** in the presence of

Witness:

Name:

Signature:

Address:

Occupation:

**SIGNED as a DEED by RICHARD
MANNERS SUTTON** in the presence of

Witness:

Name:

Signature:

Address:

Occupation:

We certify that this is a true copy of the original
Eversheds LLP

Dated 30 November 2006

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

THE COMMON SEAL OF
THE CITY OF YORK COUNCIL
was affixed to this deed
in the presence of

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)
)
)

Authorised Signatory

Authorised Signatory

SIGNED as a DEED by IAN HAMISH
LESLIE MELVILLE in the presence of

Witness:

Name:

Signature:

Address:

Occupation:

SIGNED as a DEED by RICHARD
MANNERS SUTTON in the presence of

Witness:

Name: ANNETTE BROWN

Signature:

Address:

Occupation: Secretary

We certify that this is a true copy of the original
Eversheds LLP

Dated 30 November 2006

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

THE COMMON SEAL OF
THE CITY OF YORK COUNCIL
was affixed to this deed
in the presence of

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)

Authorised Signatory

Authorised Signatory

SIGNED as a DEED by IAN HAMISH
LESLIE MELVILLE in the presence of

Witness:

Name:

JOHAN STANFORD

Signature:

Address:

Occupation:

SECRETARY

SIGNED as a DEED by RICHARD
MANNERS SUTTON in the presence of

Witness:

Name:

Signature:

DAVID JOHN WRIGHTMAN

Address:

Occupation:

SOLICITOR

We certify that this is a true copy of the original
Eversheds LLP

Dated 30 November 2006

SIGNED as a **DEED** by **WILLIAM
MATTHEW WRIGLEY** In the presence of

Witness:

Name:

S. Howley

Signature:

Address:

Occupation:

Secretary

SIGNED AS A DEED by
LANDMATCH LIMITED
acting by Its Directors or Director
and Company Secretary

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)
)
)

Director

Director/Secretary

THE COMMON SEAL OF
THE UNIVERSITY OF YORK
was affixed to this deed:

)
)
)

Vice Chancellor

We certify that this is a true copy of the original
Eversheds LLP
Dated 30 November 2006

**SIGNED as a DEED by WILLIAM
MATTHEW WRIGLEY** in the presence of

Witness:

Name:

Signature:

Address:

Occupation:

**SIGNED AS A DEED by
LANDMATCH LIMITED**
acting by its Directors or Director
and Company Secretary

)
)
)
)

Director

Director/Secretary

**THE COMMON SEAL OF
THE UNIVERSITY OF YORK**
was affixed to this deed:

)
)
)

Vice Chancellor

We certify that this is a true copy of the original

Eversheds LLP

Dated 29 November 2006

**SIGNED as a DEED by WILLIAM
MATTHEW WRIGLEY** In the presence of

Witness:

Name:

Signature:

Address:

Occupation:

**SIGNED AS A DEED by
LANDMATCH LIMITED**
acting by its Directors or Director
and Company Secretary

Director

Director/Secretary

**THE COMMON SEAL OF
THE UNIVERSITY OF YORK**
was affixed to this deed:

)
)
)

Deputy

Vice Chancellor

We certify that this is a true copy of the original

Eversheds LLP

Dated 30 November 2006.

