

S.75 Delivery Package

The parties to this Delivery Package are Angus Council ('the Authority') and K & D Henderson and Persimmon Homes LTD (who and whose successors as current and future owners of the Planning Permission Subjects, solely or together, as the case may be but specifically excluding any Occupier or purchaser from the Priority Client Group of an Affordable Housing Unit, all as defined in the S75 Agreement mentioned below are hereinafter solely or together, as the case may be, referred to in this Delivery Package as 'the Second Party').

The terms of the s.75 Planning Obligation Agreement ('the s75 Agreement') between the Authority and K & D Henderson dated 21 April 2020 and registered in the Land Register of Scotland under Title No ANG14101 oblige the parties to agree, by way of a Delivery Package or Delivery Packages, the terms of how Affordable Housing provision is to be provided by the Second Party.

The parties hereto therefore confirm their agreement to the following terms of this document being the Delivery Package referred to in the s75 Agreement in relation to Phase 1 (2A Housing) and Phase 3 (2B Housing)-

Section A: Development and Phasing

Development Site (referred to in the s75 Agreement as the Planning Permission Subjects) Address: Field 250m South of Pitskelly Farm, Pitskelly, Carnoustie.

Phase 2 of the Development Site: Plan annexed and signed as relative hereto
Development Registered Planning Reference: 14/00573/PPPM
Legal Reference: EF0866

Development Start Date: June 2021

Total No. Units to be built on Phase 1 (2A Housing) and Phase 3 (2B Housing) of the Development Site: 249

No. of Affordable Housing to be delivered by the Second Party on Phase 1 (2A Housing) and Phase 3 (2B Housing) of the Development Site: 25 % = 62.25

No. of Additional Units to be delivered by the Second Party on Phase 1 (2A Housing) and Phase 3 (2B Housing) of the Development Site: 0

Phasing of the Development:

Total Number of Phases of the Development: 5

Phase 1 (2A Housing) – 194 units
Phase 2 (1A Industrial)
Phase 3 (2B Housing) – 55 units
Phase 4 (1B Future Industrial)
Phase 5 (1C Future Industrial)

Delivery Timescale for the Development: (enter by phase if appropriate):

Phase 1 (2A Housing) - June 2025 (subject to sales)

Phase 3 (2B Housing) - June 2027 (subject to sales)

Section B: The form of Affordable Housing provision to be provided by the Second Party on Phase 1 (2A Housing) shall be as follows:-

Onsite Provision	49		Offsite Provision	0
<i>If yes specify type below:</i>			<i>If yes specify type below:</i>	
Social Rented	41		Social Rented	0
Mid Market Rented	8		Mid Market Rented	0
Affordable Housing for sale – Shared Equity	0		Affordable Housing for sale – Shared Equity	0
Affordable Housing for sale – Discounted	0		Affordable Housing for sale – Discounted	0
Serviced Plots/Affordable Housing Land	0		Serviced Plots/Affordable Housing Land	0
Commuted Sum	0			

The Social Housing Provider is: Sanctuary Housing Association

Social Rented: 41

Type/Size Flat 1 Bed x **20** 2 Bed x **0** 3 Bed x **0** 4 Bed x **0** 5 Bed x **0**
House 1 Bed x **0** 2 Bed x **13** 3 Bed x **8** 4 Bed x **0** 5 Bed x **0**

To be provided within Phase: 1 (2A Housing)

House Name	House Type	M ²	Beds	No. of Units
Blair (GF)	1 Bed Cottage Flat	54	1	10
Blair (FF)	1 Bed Cottage Flat	54	1	10
Braemar	2 bed House	77	2	7
Threave	3 Bed House	89	3	8
Wheelchair	2 Bed Bungalow	93	2	6

On Plot No's:

150, 151, 152, 153, 160,161, 162, 163, 177, 178, 179, 180, 187, 188, 189, 190, 191, 192, 193, 194 (Blair)

156, 157,173, 174, 183, 185, 186 (Braemar)

166, 167, 172, 175, 176, 181, 182, 184 (Threave)

146, 147 168, 169, 170, 171 (Wheelchair Bungalow)

Delivery Timescale: Properties to be completed and transferred to Sanctuary Housing Association in June 2024

Comments [Additional requirements]:

Contract between Sanctuary HA and Persimmon sets out June 2024 as delivery timescale though both parties will look to deliver plots in smaller tranches.

Mid Market Rented: 8

Type/: Flat 1 Bed x 0 2 Bed x 8 3 Bed x 0 4 Bed x 0 5 Bed x 0
Size House 1 Bed x 0 2 Bed x 0 3 Bed x 0 4 Bed x 0 5 Bed x 0

To be provided within Phases: 2

House Name	House Type	M ²	Beds	No. of Units
Glamis (GF)	2 Bed Cottage Flat	67	2	4
Glamis (FF)	2 Bed Cottage Flat	71	2	4

On **Plot No's** 148, 149, 154, 155, 158, 159, 164, 165

Delivery Timescale: Properties to be completed and transferred to Sanctuary Housing Association in June 2024

Comments [Additional requirements]:

Contract between Sanctuary HA and Persimmon sets out June 2024 as delivery timescale though both parties will look to deliver plots in smaller tranches

Affordable Housing for Sale – Shared Equity: 0

Type/: Flat 1 Bed x 0 2 Bed x 0 3 Bed x 0 4 Bed x 0 5 Bed x 0
Size House 1 Bed x 0 2 Bed x 0 3 Bed x 0 4 Bed x 0 5 Bed x 0

To be provided within Phase:
on **Plot No's**

Delivery Timescale:

Comments[Additional Requirements]:

Affordable Housing for Sale – Discounted Sale: 0

Type/: Flat 1 Bed x 0 2 Bed x 0 3 Bed x 0 4 Bed x 0 5 Bed x 0
Size House 1 Bed x 0 2 Bed x 0 3 Bed x 0 4 Bed x 0 5 Bed x 0

To be provided within Phases: N/A
on Plot No's: N/A

Delivery Timescale: N/A

Comments [Additional Requirements]:

Affordable Housing Land or Serviced Plot: N/A

To be provided within Phases: N/A on [location of Affordable Housing Land] or **Plot No's** N/A

Delivery Timescale: N/A

Comments [Additional Requirements]:

[Click here to enter text.](#)

Section C: Modest Income

Modest Income Level:

Single £30,395 X **Income Multiple:** 3.5

Joint £45,029 X **Income Multiple:** 3

Section D: Commuted Sum

The amount payable will be based on the commuted sum value at the time of payment being made. The values are updated annually.

Current Commuted Sum Value: £30,000 x 0 = £0

Number of Payments: 0

Phasing /date of Payments: N/A

Comments[Additional Requirements]:

[Click here to enter text.](#)

The Second Party shall comply with the following obligations:

The parties agree that, on signing, the terms of this Delivery Package shall be deemed to form part of, and be subject to the terms of the s75 Agreement. No amendments shall be made to the provisions of this Delivery Package without the written agreement of all the parties. Such agreed amendments shall then be deemed to form part of this Delivery Package.

The parties agree that a further Delivery Package will be required for the 13.25 units to be delivered on Phase 3 (2B Housing) of the Development.

NB: The Second Party must produce an up to date Legal Report to the date of signing verifying they are the current proprietors of the Development Site and/or any off-site Affordable housing Land.

