

SELBY

IN THE VALE OF YORK

Selby District Council

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6th February, 2006

Dear Mr. Evans,

Tadcaster Town Centre

I refer to all previous correspondence on this matter and in particular to your letter dated 30th January, 2006. I believe that there are relatively few matters of contention between us and my further comments are as follows. First of all I return herewith the replies to the Enquiries Before Contract document forwarded to me some time ago.

In your letter dated 19th December, 2005, you put forward what I believed to be your client's final position and since then I have taken instructions and we have discussed these matters on the telephone.

The Council's further position is as follows.

The District Council will not agree to any further adjournments of the pending Judicial Review application, although I note that as yet the matter has still not been set down for hearing so it would seem to me we at least have a little more time to try to reach agreement.

I am advised that the end date of the 31st December, 2008, is a date by which the District Council requires the refurbishment of the car park to have taken place and also the fifty residential units to be available and offered for occupation. In our discussions, it was my understanding that you wished this period to be for three years from the date of the signing of the Agreement. If we reach agreement before the end of February 2006, this will mean that the time limit for compliance with the above two matters will only be two months short of the three year period. I will take further instructions as to whether the District Council is prepared to extend the time limit by the extra period of say two months once we have an end date in sight. I imagine that the resurfacing of the car park is not the matter which is causing you problems, because that is clearly within the control of your client company but the timescale for the implementation of the road traffic scheme is, of course, something which is not readily within your client company's control.

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THE LAW SOCIETY



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The only other point which needs to be determined relates to the properties known as 20, 22A, 24A and 24B St. Josephs Street, Tadcaster. These are referred to in the Section 106 Agreement being Clauses 11.1 and 11.2. I return herewith the travelling draft and would comments that Clause 11.1 appears to be acceptable. As far as 11.2 is concerned, I would suggest the following:-

"The Developer will without cost to the Council prepare a design for the housing to be provided under Clause 11.1 including the choice of materials such design to be subject to consultation and approval by the Council but such approval not to be unreasonably withheld or delayed."

I suggest a further Clause as follows:-

"11.3 The Council having agreed the design for the residential units will then make the site available to a Housing Association on condition that the said Housing Association complies with this Section 106 Agreement"

I look forward to hearing from you as soon as possible as to whether this matter can proceed to determination.

Yours sincerely,

P. J. Burton

For Head of Legal and Democratic Services

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