

DATED

2010

(1) RIBBLE VALLEY BOROUGH COUNCIL

(2) LANCASHIRE COUNTY COUNCIL

(3) GLADMAN DEVELOPMENTS LIMITED

PLANNING OBLIGATION

Pursuant to Section 106

Town and Country Planning Act 1990

relating to

Land at Henthorn Farm, Henthorn Road,

Clitheroe, Lancashire, BB7 2QF

THIS AGREEMENT is made the day of Two thousand and ten
and given by

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk,
Clitheroe, Lancashire, BB7 2RA (hereinafter called "the Council")
- (2) **LANCASHIRE COUNTY COUNCIL** of County Hall, Fishergate, Preston,
Lancashire, PR1 8XJ (hereinafter called "the County Council")
- (3) **JOHN SPEDDING and JANET ELIZABETH SPEDDING** of 202 Whalley Road,
Clitheroe, Lancashire, BB7 1HT and **ROBIN SPEDDING and OLWYN MARY
SPEDDING** of 63 Fairfield Drive, Clitheroe, Lancashire, BB7 2PS (hereinafter
called "the Owner")

1 INTERPRETATION AND DEFINITIONS

- 1.1 In this Agreement the following expressions shall have the following meanings:-

"the Act" means the Town & Country Planning Act 1990
(as amended)

"Affordable Housing" means housing affordable to those people who
by reason of their limited income and/or
resources or of some other circumstances cannot
afford to rent or buy a suitable home generally
available on the open market including the
following types of scheme or any one or
combination thereof (it being expressly agreed
and declared that this definition is not intended to
be exhaustive)

- (i) a dwelling let as an assured tenancy

as defined by Section 1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) at a level of rent not above the Tenant Services Authority Rent Restructuring Regime prevailing at the time the Affordable Housing Site (or relevant part thereof) is transferred to a Social Landlord in accordance with paragraph 1 to Schedule 3 hereto or such other guidelines as may be approved by the Council ("Social Rented Housing");

- (ii) a dwelling for sale on a shared ownership basis ("Shared Ownership"); or
- (iii) any other scheme approved by the Council which addresses its housing need and secures the provision of housing to be available in perpetuity (where legally permissible) for occupation by persons who have need of such housing

"Affordable Housing Scheme

means the scheme submitted in accordance with the Planning Permission which shall include details of:

- (i) the numbers, type, mix, tenure and location on the site of the Affordable Housing to be made which shall consist of not less than 30% of Residential Units [of which []% shall be social rented housing and []% shall be shared ownership]
- (ii) the timing of the construction of the

Affordable Housing and its phasing in relation to the occupancy of the Market Dwellings

(iii) the arrangements for the transfer of the Affordable Housing to a Social Landlord

(iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing

(v) the occupancy criteria to be used for determining the identity of occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced

“Affordable Housing Site(s)”

means the part or parts of the Land sufficient for the provision of Affordable Housing in accordance with the approved Affordable Housing Scheme including (without prejudice to the generality of the foregoing): adequate curtilage and parking spaces and service areas and walkways and gardens and other normal domestic facilities

“Affordable Housing Unit”

means a Residential Unit provided as Affordable Housing in accordance with the Affordable Housing Scheme

“Affordable Housing Site Terms

means the terms for the transfer of the Affordable Housing Site as set out in paragraph 1.5 to Schedule 3 hereto

“the Application”

means the outline planning application registered on [] under application number []

**“Commence
Development/Commencement
of Development”**

means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act Save That for the purposes of determining whether a material operation has been carried out there shall be disregarded:

- (i) ground and archaeological investigations
- (ii) surveys
- (iii) site clearance and demolition
- (iv) remediation
- (v) the erection of site fences and hoardings
- (vi) the creation of a site compound
- (vii) temporary access and haul roads
- (viii) diversion decommissioning and/or laying of the services for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services
- (ix) any operations permitted by the Town and Country Planning (General Permitted Development) Order 1995

“Development”

means the development on the Land in accordance with the Planning Permission

“Education Contribution”

£[] ([]) increased by the Indexation Factor

“Expert”

means in relation to any dispute to be resolved under clause 7, an independent person of at least 10 years standing in the area of expertise

relevant to the dispute to be agreed between the Parties or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society

“Homes and Communities Agency” means the Homes and Communities Agency as defined in the Housing and Regeneration Act 2008

“Index” means the Retail Prices Index published by the Office for National Statistics or any successor authority (or such other index replacing the same)

“Indexation Factor” means the factor reflecting any change in the Index in each case calculated from the date of such publication last published prior to the date of the Planning Permission to the date of such publication immediately preceding the date when the sum to be indexed is payable or (if later) paid

“Land” means land situate at Henthorn Farm, Henthorn Road, Clitheroe, Lancashire, BB7 2QF comprising approximately [] hectares and shown edged red on the Plan

“Landscape Maintenance Contribution” means the sum for future maintenance of the Open Space calculated on the basis of:

[]

“Maintenance Period” means a period of 12 months after the Open Space and On Site Play Equipment (or relevant

part thereof) has been laid out in accordance with the Planning Permission the Specification and paragraphs 2 and 3 to Schedule 3 hereto

“Market Dwelling(s)”

means the Residential Units excluding any Affordable Housing Unit

“On Site Play Area”

means the part of the Land agreed in accordance with paragraph 3.1 to Schedule 3 hereto on which the On Site Play Equipment is to be provided

“On Site Play Equipment”

means the provision on the Land of [LEAP/LAP/NEAP] (as defined in the attached Specification) provided as part of the On Site Play Equipment in accordance with the provisions of paragraph 3 to Schedule 3 hereto

**“On Site Play Equipment
Maintenance Contribution”**

means the sum of £[] ([] pounds) per [LEAP/LAP/NEAP] provided as part of the On Site Play Equipment in all cases increased by the Indexation Factor to be used for the maintenance and other work required for the upkeep of the On Site Play Equipment

“Open Space”

means structural landscaping and general amenity areas in accordance with the Planning Permission and paragraph 2 of Schedule 3 hereto which for the avoidance of doubt shall not be construed as meaning open space land within the meaning of the Open Spaces Act 1906

“Phase of Development”

means a phase of development which shall be in accordance with the planning conditions to which

	the Planning Permission is subject
“Plan”	means the plan annexed hereto numbered []
“Planning Obligations”	means the planning obligations specified in the Schedule 3 and Schedule 4 hereto
“Planning Permission”	means the outline planning permission for the Development granted by the Council pursuant to the Application subject to conditions in the form of the draft outline planning permission set out at Schedule 2 hereto
“Residential Unit”	means any dwelling flat or other residential unit of accommodation within the Development
“Social Landlord”	means a registered social landlord within the meaning of Part 1 of the Housing Act 1996 or a house builder or contractor or provider who is approved by the Homes and Communities Agency and which is accredited under the Housing Management Accreditation Scheme and is able to receive housing subsidy to deliver the housing tennure requirements
“Specification”	means [<i>NPFA Six Acre Standard or LPA equivalent</i>]

1.2 The expressions “The Council” “the County Council” and “the Owner” shall include their successors in title and assigns

1.3 Wherever the expression “the Owner” includes more than one person then the covenants on the part of the Owner herein contained shall be deemed to be joint and several

1.4 In this Agreement:-

1.4.1 words importing the singular include the plural

1.4.2 words importing the masculine include the feminine and neuter

1.4.3 words importing persons include companies and corporations and vice versa

2 BACKGROUND

2.1 The Council is the Local Planning Authority for the purposes of Section 106 of the Act for the area within which the Land is situated

2.2 The County Council is the local highway authority and the education authority for the area within which the Land is situated

2.3 The Owner is the registered proprietor under title number LA927284 of the Land and in its capacity as such owner is hereinafter referred to as “the Owner”

2.4 The Application has been submitted to the Council for Planning Permission for the Development and the parties have agreed to enter into this deed in order to secure the Planning Obligations contained in it

2.5 The Council resolved on [] to grant the Planning Permission subject to the prior completion of this Agreement

3 LEGAL BASIS

3.1 This deed is made pursuant to the 1990 Act section 106

- 3.2 The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council and the County Council as local planning authority.

4 CONDITIONS, DURATION AND ENFORCEMENT

4.1 Conditions precedent

The Planning Obligations in this deed are conditional and shall not come into effect unless and until:

- 4.1.1 the grant of the Planning Permission, and
- 4.1.2 the Commencement of Development

save for the provisions of clause 8, Provisions of Immediate Effect, which shall come into effect immediately upon completion of this deed.

4.2 Duration

4.2.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.

4.2.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this deed after parting with his interest in that part of the Land on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

4.3 Other development

4.3.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

4.4 Non-enforcement

The Planning Obligations contained in this deed shall not be binding upon or enforceable against:

- 4.4.1 any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purposes of the supply of electricity, gas, water, drainage telecommunication services or public transport services;
- 4.4.2 any bona fide purchaser and/or occupier of a Residential Unit erected on the Land or its or their mortgagee save in connection with the Affordable Housing provided as part of the Affordable Housing Scheme but subject to the provisions of paragraph 1.6 of Schedule 3 hereto;
- 4.4.3 the Owner after he has disposed of his interest in the Land, or in the event of a disposal of part, in the part disposed of, other than disposal of an interest in the nature of an easement or the benefit of a restriction or similar, but not so as to release the Owner from any antecedent breach, non-performance or non-observance of his obligations;
- 4.4.4 for the avoidance of doubt the liability to pay any of the financial contributions referred to in Schedule 3 and Schedule 4 hereto shall not be enforceable against the person or body that becomes the registered proprietor of the Affordable Housing Site or any part thereof pursuant to this Agreement

5 OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council and the County Council to bind its interest in the Land as set out in Schedule 3 and Schedule 4 hereto.

6 PLANNING AUTHORITY COVENANTS

- 6.1 The Council covenants with the Owner as set out in Schedule 5 hereto.
- 6.2 The County Council covenants with the Owner as set out in Schedule 6 hereto.

7 DISPUTE RESOLUTION

- 7.1 If a dispute between the parties persists beyond 10 working days and relates to any matter contained in this deed (including any matter to be agreed or approved under this deed but excluding matters of its interpretation), the dispute may be referred to the Expert by any party. The Expert shall act as an expert and not as an arbitrator. His decision shall be final and binding on the parties and his costs shall be in his award.
- 7.2 The Expert shall be appointed subject to an express requirement that he must reach his decision and communicate it to the parties within the minimum practical timescale allowing for the nature and complexity of the dispute, and in any event not more than 20 working days from the date of his appointment to act.
- 7.3 The Expert shall be required to give notice to each of the parties, inviting each of them to submit to him within 10 working days written submissions and supporting material and shall afford to the parties an opportunity to make counter submissions within a further 5 working days in respect of any such submission and material. His decision shall be given in writing within 20 working days of his appointment with reasons and in the absence of manifest error shall be binding on the parties.

8 PROVISIONS OF IMMEDIATE EFFECT

- 8.1 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

9 NOTICES

- 9.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 9.2 The address for any notice or other written communication shall be within the United Kingdom.
- 9.3 A notice or communication shall be served or given:
- 9.3.1 on the Owner at its registered office from time to time, or such other address as shall be notified in writing to the Council and the County Council from time to time, marked for the attention of Gladman Legal Department,
 - 9.3.2 on the Council at the address set out above or such other address as shall be notified in writing to the Owner from time to time, marked for the attention of [], and
 - 9.3.3 on the County Council at the address set out above or such other address as shall be notified in writing to the Owner from time to time, marked for the attention of []
- 9.4 Any notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or the County Council by an officer or duly authorised signatory.

10 LOCAL LAND CHARGE

- 10.1 This deed shall be registered as a local land charge by the Council immediately after the date of this deed.

- 10.2 Following the performance and satisfaction of all the obligations contained in this deed, the Council shall immediately effect the cancellation of all entries made in the Register of Local Land Charges in respect of this deed.

11 JURISDICTION AND LEGAL EFFECT

- 11.1 This deed shall be governed by and interpreted in accordance with the law of England and Wales.
- 11.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.
- 11.3 No waiver (whether expressed or implied) by the Council or the County Council or the Owner of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council or the Owner from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 11.4 The provisions of this deed (other than this clause 11.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

IN WITNESS whereof the Owner the Council and the County Council have executed this Agreement as a deed the day and year first before mentioned

SCHEDULE 1

The Owner's Title and Site Description

The freehold Land at Henthorn Farm, Henthorn Road, Clitheroe, Lancashire, BB72QF registered at HM Land Registry under title number LA927204 and shown edged red on the Plan

DRAFT

SCHEDULE 2

Draft Planning Permission

DRAFT

SCHEDULE 3

The Owner's Covenants with the Council

1. Affordable Housing

- 1.1 Not to occupy the first Market Dwelling until the Affordable Housing Scheme has been submitted to and approved in writing by the Council
- 1.2 The Affordable Housing shall not be occupied other than in accordance with the approved Affordable Housing Scheme or such other scheme as may subsequently be approved by the Council PROVIDED THAT
 - 1.2.1 a mortgagee or receiver appointed by such a mortgagee acting pursuant to the terms of a legal charge or mortgage shall be entitled to dispose of the Affordable Housing Site or relevant part thereof ("Mortgaged Site") free from the provisions of this deed subject to the following provisions:
 - (a) the mortgagee or receiver appointed by such mortgagee will notify the Council in writing immediately the mortgagee has an enforceable power of sale;
 - (b) the mortgagee or its receiver shall use its reasonable endeavours to dispose of the Mortgaged Site to a Social Landlord and for the avoidance of doubt such mortgagee or receiver shall not be under any obligation to dispose of the Mortgaged Site for any sum less than monies outstanding pursuant to the said legal charge or mortgage
 - (c) if the mortgagee or its receiver shall not have entered into a contract to dispose of the Mortgaged Site in accordance with the above provisions within 3 months of notifying the Council in accordance with paragraph 1.2.1 (a) above the mortgagee or its

receiver may (but without imposing an obligation on the mortgagee or its receiver) dispose of the Mortgaged Site on the open market to a willing buyer or buyers free from the provisions of this deed and any land which is so disposed of shall be free from the provisions of this deed

1.3 The Mortgagee shall on completion of the sale of any Mortgaged Site pursuant to paragraph 1.2.1 above apply the proceeds of the sale in the following order of priority:

1.3.1 to the mortgagee in respect of payment of all monies due to the mortgagee under its legal charge or mortgage;

1.3.2 to the mortgagee in respect of the reasonable costs incurred in connection with the sale of the Mortgaged Site and the discharge of the legal charge or mortgage;

1.3.3 to the Council or to the Homes and Communities Agency or to any other organisation which has provided public subsidy in respect of the Mortgaged Site;

1.3.3.1 the balance of the proceeds of the sale; or

1.3.3.2 a sum equivalent to the percentage grant rate approved of the gross consideration received by the mortgagee whichever shall be less it being acknowledged by the Council and by the Homes and Communities Agency that such sum is in full and final settlement of any public subsidy monies which may have been paid to the Social Landlord in respect of the Mortgaged Site

1.3.4 to the Social Landlord any remaining balance of the proceeds of sale

1.4 Not more than 50% of the Market Dwellings of any Phase of Development shall be occupied until that part of the Affordable Housing Site has been transferred to the Social Landlord on the Affordable Housing Site Terms

1.5 The Affordable Housing Site(s) shall be transferred on the following terms:

1.5.1 with good and marketable freehold or long leasehold (in the case of individual flats within a larger block) title

1.5.2 the Affordable Housing Site(s) shall be accessible from the time of transfer to enable the construction of the Affordable Housing

1.5.3 the Affordable Housing Site(s) shall be provided up to a point immediately adjacent to the boundary of the Affordable Housing Site(s) with

1.5.3.1 an adoptable road access subject to an Agreement under Section 38 of the Highways Act 1980; and

1.5.3.2 adoptable public sewers and drains subject to an Agreement under Section 104 of the Water Industry Act 1991; and

1.5.3.3 access to electricity gas telephone and other common services with sufficient capacity to serve the Affordable Housing Site(s)

PROVIDED THAT if it has not been possible to complete such Agreement or Agreements as specified in paragraphs 1.5.3.1 and 1.5.3.2 above by the time of such transfer then the Owner covenants to use all reasonable endeavours to enter into such Agreements as soon as possible thereafter and will maintain the estate roads and foul and surface water sewers at its own expense until adoption

1.6 The obligations contained in this paragraph 1 of Schedule 3 shall:

- 1.6.1 not be binding upon a mortgagee or chargee of any shared ownership Affordable Housing Unit or any receiver appointed by any such mortgagee or chargee or any person or persons (including immediate and all subsequent successors in title to such persons) deriving title or an interest in the whole or any part of any such land from such mortgagee chargee or receiver to the intent that the provisions of this Agreement shall upon a disposal (of whatever nature) by a mortgagee chargee or receiver appointed by a mortgagee or chargee cease to apply and shall cease to apply and determine absolutely in respect of the land thereby disposed of
- 1.6.2 determine absolutely in respect of any Affordable Housing Unit in circumstances where a tenant acquires a freehold or leasehold interest in such dwelling pursuant to a statutory enfranchisement provision
- 1.6.3 determine absolutely in respect of any Affordable Housing Unit demised or to be demised by way of Shared Ownership Lease once "staircasing out" has been effected whereby (in the case of a house) the leaseholder acquires a 100% equity share in the Affordable Housing Unit and either takes a transfer of the freehold reversion or directs that the freehold reversion is transferred to someone else or (in the case of a flat) acquires a 100% equity share in the lease and the leaseholder (or the leaseholder's nominee) either takes a new non-social housing lease of the Affordable Housing Unit or retains the existing lease
- 1.6.4 be suspended in respect of each such assignment only on every occasion of the assignment of a shared ownership lease of any Affordable Housing Unit demised or to be demised by way of shared ownership lease where the lessee of the shared ownership lease wanting to transfer his shared ownership interest has complied with the nomination provisions (if any) of the shared ownership lease and has first offered to sell the lessee's shared ownership interest to a

nominee of the Social Landlord and the Social Landlord has been made unable or unwilling to provide a nominee within the time period specified in the shared ownership lease or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified within such shared ownership lease

1.6.5 not bind any service supplier purchasing or leasing or taking a transfer of any part of the Affordable Housing Site solely for their operational requirements

2. Open Space

2.1 Not to Commence Development until a plan showing the Open Space has been submitted to and approved by the Council in writing

2.2 Not more than 50% of the Market Dwellings on any Phase of Development shall be occupied until the Open Space in relation to that Phase of Development has been laid out and made available for use in accordance with the plan approved under paragraph 2.1 to this Schedule and in accordance with the relevant parts of the Specification to the reasonable satisfaction of the Council

2.3 After the Open Space has been laid out in accordance with 2.2 to this Schedule it shall thereafter be maintained by the Owner to the reasonable satisfaction of the Council until the earlier of:

2.3.1 a scheme for securing the long term maintenance of the Open Space has been submitted to and approved in writing by the Council and the approved scheme has been implemented to the satisfaction of the Council; or

2.3.2 the Open Space has been transferred to the Council as hereinafter provided

- 2.4 If the Open Space is to be transferred to the Council then:
- 2.4.1 the Open Space shall be maintained by the Owner for the Maintenance Period
- 2.4.2 not more than two months prior to the expiry of the Maintenance Period the Owner shall request the Council in writing to inspect the Open Space and shall following such inspection carry out such remedial works to the Open Space as are reasonably required by the Council (including the replacement of any dead or dying trees or shrubs) by the expiration of the Maintenance Period or within such longer period as shall be agreed between the Council and the Owner
- 2.5 At the expiration of the Maintenance Period the Owner shall offer to transfer the Open Space to the Council for a consideration of One Pound together with all rights and easements necessary for the maintenance and public use thereof and subject to a covenant that the Open Space so transferred shall not be used for a purpose other than public open space/amenity land/play area and subject to exceptions and reservations necessary for the maintenance and construction of the Owner's retained land and the Owner shall without delay use all reasonable endeavours to effect such transfer
- 2.6 Not later than the transfer of the Open Space in accordance with paragraph 2.5 of this Schedule the Owner shall pay to the Council the Landscape Maintenance Contribution to cover the future costs of maintaining the Open Space

3. On Site Play Equipment

- 3.1 Not to commence Development until the details and proposed location of the On Site Play Equipment have first been submitted to and approved in writing by the Council

- 3.2 Not more than 50% of the Market Dwellings on any Phase of Development shall be occupied until the On Site Play Equipment approved pursuant to paragraph 3.1 above in relation to that Phase of Development has been provided to the satisfaction of the Council in accordance with the Specification
- 3.3 Following provision of the On Site Play Equipment in accordance with paragraph 3.2 to this Schedule the Owner shall at its own cost maintain the same to the satisfaction of the Council until the earlier of either:
- 3.3.1 a scheme for securing the long term repair maintenance and renewal of the On Site Play Equipment has been submitted to and approved in writing by the Council and the approved scheme has been implemented to the satisfaction of the Council;
- or
- 3.3.2 the On Site Play Equipment and the unencumbered freehold title to the land on which the On Site Play Equipment has been constructed has been transferred to the Council as hereinafter provided together with all rights and easements necessary for the maintenance and public use thereof and subject to exceptions and reservations necessary for the maintenance and construction of the Owner's retained land for the consideration of £1 (one pound).
- 3.4 If the On Site Play Equipment is to be transferred to the Council then:
- 3.4.1 the On Site Play Equipment shall be maintained by the Owner for the Maintenance Period
- 3.4.2 not more than two months prior to the expiry of the Maintenance Period the Owner shall request the Council in writing to inspect the On Site Play Equipment and following such inspection carry out such remedial works to the On Site Play Equipment as is reasonably required by the Council by the expiry of the Maintenance Period or

within such longer period as is agreed between the Owner and the Council

3.4.3 at the expiration of the Maintenance Period the Owner shall transfer the On Site Play Equipment and the land on which it has been constructed to the Council subject to a covenant that the land so transferred shall not be used for a purpose other than public childrens' play area

3.4.4 the Owner shall on completion of such transfer pay to the Council the On Site Play Equipment Maintenance Contribution to cover future costs of maintaining the On Site Play Equipment

4. [Community Benefit Contribution]
[TBC]

SCHEDULE 4

The Owner's Covenants with the County Council

1. Public Transport Improvements

[TBC]

2. Education Contribution

- 2.1 Not to occupy nor permit the occupation of the [] Residential Unit until []% of the Education Contribution has been paid to the County Council
- 2.2 Not to occupy nor permit the occupation of the [] Residential Unit until []% of the Education Contribution has been paid to the County Council
- 2.3 Not to occupy nor permit the occupation of the [] Residential Unit until the whole of the Education Contribution has been paid to the County Council

SCHEDULE 5

The Council's Covenants with the Owner

1 Use and return of contributions

- 1.1 The Council shall not use the Landscape Maintenance Contribution the On and Site Play Equipment Maintenance Contribution and the other than towards the costs of maintaining the Open Space and the On Site Play Equipment
- 1.2 The Council shall hold the Landscape Maintenance Contribution and the On Site Play Equipment Maintenance Contribution in an interest bearing account pending use for the purposes set out in paragraph 1.1 above.
- 1.3 If on the day 5 years after the day on which any payment from the Owner under this deed was received a part of the sum paid or of the interest earned on it has not been used by the Council in accordance with paragraph 1.1 of this Schedule, the Council shall return the unspent portion to the party who made such payment together with any interest earned on it.
- 1.4 Upon request, the Council shall provide to the Owner reasonable evidence as to the expenditure of the sums paid by the Owner under this deed.

2 Discharge of obligations

Upon request the Council shall provide written confirmation of the discharge of the obligations contained in this deed when satisfied that such obligations have been performed.

SCHEDULE 6

The County Council's Covenants with the Owner

1 Use and return of contributions

- 1.1 The County Council shall not use the Education Contribution other than for the purpose of a contribution towards the costs of the provision of primary education to serve the Development.
- 1.2 The Council shall hold the Education Contribution in an interest bearing account pending use for the purpose set out in paragraph 1.1 above.
- 1.3 If on the day 5 years after the day on which any payment from the Owner under this deed was received a part of the sum paid or of the interest earned on it has not been used by the County Council in accordance with paragraph 1.1 of this Schedule, the County Council shall return the unspent portion to the party who made such payment together with any interest earned on it.
- 1.4 Upon request, the County Council shall provide to the Owner reasonable evidence as to the expenditure of the sums paid by the Owner under this deed.

THE COMMON SEAL of
RIBBLE VALLEY BOROUGH COUNCIL
was hereunto affixed in the
presence of:-

.....
Authorised Officer

THE COMMON SEAL of
LANCASHIRE COUNTY COUNCIL
was hereunto affixed in the
presence of:-

.....
Authorised Officer

EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED
acting by two directors or one director
and the Company Secretary

Director

Director/Company Secretary