

DRAFT

DATED

2012

RIBBLE VALLEY BOROUGH COUNCIL

-and-

LANCASHIRE COUNTY COUNCIL

-and-

[]

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

Relating to Land off

Henthorn Road, Clitheroe

THIS AGREEMENT AND DEED is made the day of Two Thousand and Twelve **BETWEEN RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") of the first part **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called the "County Council") of the second part and [] (hereinafter called "the Owners") of the third part and

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated.
- (2) The County Council is the local highway authority, the county planning authority and education authority for the area in which the Site is situated.
- (3) The Owners [are the freehold owners of the Site.]
- (4) The [] has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (5) The Council resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSETH as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1. In this Agreement the following words and expressions shall, unless the context otherwise requires have the meanings set opposite them:

"Act"	the Town and Country Planning Act 1990 as amended by Planning and Compensation Act 1991;
"Affordable Housing"	means housing that is affordable to local persons who cannot afford to rent or buy accommodation generally on the open market on readily available terms who have a need of

	local housing;
“Affordable Housing Units”	means 30% of the Units, 37.5% of which will be provided as Rental Units and 62.5% of which will be provided as Sale Units constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as rented housing where the lettings shall be under a form of tenancy prescribed by the Homes and Communities Agency;
“Application”	the application for outline planning permission dated [] submitted to the Council for the Development allocated reference number [];
“Approved Person”	a person who is unable to resolve their housing needs in the private sector market on the basis of their income and in the case of Sale Units a person approved by the Council and the Registered Provider under the provisions of this Agreement and who meets the local connection criteria set out in clause 6;
“Commencement of Development”	the date on which any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development begins to be carried out other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and ‘Commence the Development’ shall be construed accordingly;
“Contributions”	means together the Education Contributions, the Public Transport Contributions and the Wheeled Bin Contributions;
“Education Contributions”	means the combined Phase 1 Education Contribution, Phase 2 Education Contribution and Phase 3 Education Contribution;
“Index”	means the BCIS General Building Cost Index

“Indexation Factor”

means the recalculation of a financial contribution to be made under this Agreement applying the following formula:

$$A \times \frac{B}{C} = D \quad \text{where:}$$

A= the Contributions payable under 17.3, 17.4, 17.5 of this Agreement

B= the figure shown in the BCIS General Building Cost Index for the period immediately prior to the date of payment of this Agreement

C= the figure shown in the BCIS General Building Cost Index for the period published before the date of this Agreement; and

D= the recalculated sum payable under this Agreement

“Interest”

means interest at 1 per cent above the base lending rate of The Royal Bank of Scotland plc from time to time

“Intermediate Rent”

means 80% (eighty per cent) of the Market Rent;

“Homes and Communities Agency”

the National Housing and Regeneration Agency;

“Market Rent ”

the rent set by an independent valuer or agent appointed by the Registered Provider to establish a market rent for Units on the Development;

“Market Units”

means that part of the Proposed Development which is general market housing for sale on the open market and which is not Affordable Housing;

“Occupation”

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or in relation to security operations and “Occupied” shall have the same meaning;

“Phase 1”

means the development of the first [] Units pursuant to the Planning Permission;

“Phase 1 Public Transport Contribution”	means the sum of [£[] per residential unit in Phase 1];
“Phase 1 Education Contributions”	means the sum of [£[] per residential unit in Phase 1];
“Phase 1 Wheeled Bin Contribution”	means the sum of [£90 per residential unit in Phase 1];
“Phase 2”	means the development of a further [] Units pursuant to the Planning Permission;
“Phase 2 Public Transport Contribution”	means the sum of [£[] per residential unit in Phase 2];
“Phase 2 Education Contributions”	means the sum of [£[] per residential unit in Phase 2];
“Phase 2 Wheeled Bin Contribution”	means the sum of [£90 per residential unit in Phase 2];
“Phase 3”	means the development of the final [] Units pursuant to the Planning Permission;
“Phase 3 Public Transport Contribution”	means the sum of [£[] per residential unit in Phase 3];;
“Phase 3 Education Contributions”	means the sum of [£[] per residential unit in Phase 3];
“Phase 3 Wheeled Bin Contribution”	means the sum of [£90 per residential unit in Phase 3];
“Phasing of Development”	the parties have agreed that no more than 50% (fifty per cent) of the Market Units shall be Occupied until the approved Affordable Housing Units are developed and transferred to a Registered Provider;
“Plan”	the plan annexed to this Agreement;
“Planning Permission”	means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the form of the draft at Annex 2.

“Potential Purchaser”	an Approved Person who wishes to purchase a Unit;
“Property”	means the land at Henthorn Road, Clitheroe registered with Absolute Title at HM Land Registry under title numbers [] shown edged red on the Plan
“Development”	means the erection of up to 140 Units in accordance with the Application;
“Public Transport Contributions”	means the combined Phase 1 Public Transport Contribution, Phase 2 Public Transport Contribution and Phase 3 Public Transport Contribution, which includes payment of a commuted sum for future maintenance;
“Registered Provider”	means a Housing Association approved by the Council (such approval not to be unreasonably withheld) being a Registered Social Landlord or other body recognised and registered with the Homes and Communities Agency (which shall include any successor body) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008;
“Rental Units” (Affordable Rent)	means 37.5% of the Affordable Housing Units to be provided as 2 bed affordable rent units let at a rent calculated in accordance with the Government Guidance on Affordable Rent as issued by the Homes and Communities Agency which governs rents to be charged by all Social Landlords or Local Authorities Provided That the total number of Affordable Housing Units shall not exceed 30% of the Units;
“Sale Units”	18.75% of the Total Sale Units being 2 bed elderly persons bungalows; 18.75% of the Total Sale Units being 2 bed homes; 18.75% of the Total Sale Units being 3 bed homes; 6.25% of the Total Sale Units being 4 bed houses which are offered for sale in accordance with the provisions of Clause 5.2 and 5.3 Provided That the total number of Affordable Housing Units shall not exceed 30% of the Units;
“Shared Ownership Accommodation”	where a Unit is owned part by the Registered Provider and part by an Approved Person;

"Shared Ownership Lease"	a lease of a Unit of Shared Ownership Accommodation to an Approved Person;
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan at Annex 1.
"Staircasing"	where an occupant of a shared ownership unit increases their percentage of equity in the property;
"Total Sale Units"	means 62.5% of the Affordable Housing Units;
"Unit"	a dwelling comprising a house or a flat constructed as part of the Development;
"Wheeled Bin Contributions"	means the combined Phase 1 Wheeled Bin Contribution, Phase 2 Wheeled Bin Contribution and Phase 3 Wheeled Bin Contribution;
"Working Days"	any day of the week excluding Saturdays Sunday and any Bank Holidays.

1.2. **INTERPRETATION**

1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital , clause, paragraph or schedule in this deed so numbered.

1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits

1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

1.2.4 Wherever an obligation fails to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans,

regulations, permissions and directions for the time being made, issued or given under the Act or deriving validity from it.

1.2.6 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their statutory functions.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement

2. LEGAL BASIS

2.1 This Deed is made pursuant to Section 106 of the act.

2.2 The terms of this Deed create planning obligations binding on the Owners pursuant to Section 106 of the Act and are enforceable as such by the Council and the County Council as local planning authorities.

3. CONDITIONS, DURATION AND ENFORCEMENT

3.1 Condition precedent

This Deed is conditional upon:

3.1.1 the grant of Planning Permission, and

3.1.2 the Commencement of Development

save for the provisions of clause 11, Provisions of Immediate Effect, which shall come into effect immediately upon completion of this Deed

3.2 Duration

3.2.1 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 Owners, it is modified by any statutory procedure or expires before the Commencement of the Development.

3.2.2 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 Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

- 3.2.3 Nothing in this Deed shall prevent compliance with any obligation pursuant to it before that obligation comes into effect under this clause 3, and no such early compliance shall amount to a waiver of the effect of this clause 3.

3.3 Other development

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

4. COVENANTS

- 4.1. **THE** Owners hereby covenant with the Council and the County Council pursuant to section 106 of the Act that the Site shall be subject to the obligations set out in this agreement and that the Company shall duly carry out and perform such obligations.

5. **THE** Owners and the Company covenant as follows:

- 5.1. Rental Units will be allocated by 100% nomination arrangements to an Approved Person nominated by the Council in accordance with the allocations policy of the Council.

- 5.2. On completion of the construction of the Proposed Development (to be developed in accordance with the defined “phasing of development” or as soon as possible thereafter the Owner shall:

- 5.3. transfer the Affordable Housing Units to the Registered Provider

- 5.3.1. ensure that the Sale Units are used for Shared Ownership Accommodation to meet the objectives of the Registered Provider as a Registered Social Landlord established by the Housing Act 1996

- 5.3.2. Shared Ownership Leases shall be granted to an Approved Person and each such Approved Person shall use the Sale Unit as his own and only residence and shall not be permitted to sublet without the written consent of the Registered Provider

- 5.3.3. The rent level on the percentage equity retained by the Registered Provider under the Shared Ownership Lease shall be determined for the time being by the Homes and Communities Agency and in the absence of such determination at a rent level comparable with rent levels set for similar comparable New Build HomeBuy property in the area.

- 5.3.4. the Approved Person shall be required to purchase a minimum % equity share based on the maximum that they can afford (in accordance with new HCA Guidelines) and will then have the option to purchase additional equity share to a maximum of 100% (One Hundred Percentage)
- 5.3.5. Any Sale Unit of the Site may be let by the Registered Provider at an Intermediate Rent for a maximum period of five years under the Registered Provider's Intermediate Rent Scheme
- 5.3.6. Not to allow Occupation of any Affordable Housing Unit otherwise than in accordance with the covenants and terms contained in this Agreement other than by agreement with the Council.

6. QUALIFYING CRITERIA

- 6.1. In selecting an Approved Person for the units for sale, the Council and the Registered Provider shall have regard to the following in order of priority:-
- 6.2. Firstly buyers who can demonstrate a housing need requirement for the type of Unit who are either:
 - 6.2.1. Currently living in the Borough of Ribble Valley for more than 10 years or
Currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or
Currently living in Borough of Ribble Valley and have done so continually for a minimum of 12 months or
 - 6.2.2. Currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid
 - 6.2.3. Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children
 - 6.2.4. Persons who are former residents of the borough of Ribble Valley who have moved from the Borough of Ribble Valley because of a lack of affordable housing in the Borough.

- 6.3. In the event that the Registered Provider is unable to dispose of any Affordable Housing Unit to an Approved Person because it is unable to find a person who meets the definition of Approved Person in this Agreement then the Registered Provider shall use reasonable endeavours to market the Affordable Housing Unit to a potential Approved Person for a period of at least six months. If at the end of the period of six months in which an Affordable Housing Unit has been marketed and no Approved Person has been identified then the Registered Provider may dispose of the Affordable Housing Unit to a person who is not an Approved Person.

7. ELIGIBILITY CRITERIA: FINANCIAL

- 7.1 The Registered Provider will ensure that the Approved Persons demonstrate that they:
- 7.1.1. do not have sufficient income to purchase the same type of Unit on the open market
 - 7.1.2. have satisfactory credit history containing no County Court Judgements or Insolvency proceedings within the past six years credit history report
 - 7.1.3. have sufficient funds to cover the legal costs and disbursements involved in the purchase

8. ELIGIBILITY CRITERIA: INCOME

- 8.1. The Registered Provider will also:
- 8.1.1. impose upper income brackets per household for purchasers of each Unit in accordance with Homes and Communities Agency regulations and guidance
 - 8.1.2. ensure income levels are verified via wage slips/P60's

9. ELIGIBILITY CRITERIA: LOCAL CONNECTION

- 9.1. if relevant verify local connection based on employment by way of references/ confirmation of employment history and confirmation of permanence of employment will be required from an employer
- 9.2. if relevant verify five out of the last ten years connection by placing the onus on the Approved Person to provide suitable supporting evidence e.g. council tax records, electoral roll records
- 9.3. If relevant ensure local connection is established by reference to the electoral roll at a specific date in time

PROVIDED THAT should the Council and the Registered Provider be unable to nominate an Approved Person to any mortgagee of the Registered Provider (or the Registered Provider's successors in title or mortgagee of persons deriving title through the Registered Provider who has exercised its power of sale under any mortgage or charge of the Property or any Affordable Housing Unit comprising the Property) within two months of a request by such mortgagee in possession the mortgagee in possession shall be free to sell the Affordable Housing Unit on the open market

10. NON-ENFORCEMENT

10.1. None of the obligations imposed by this Agreement in relation to the Proposed Development shall apply to:

10.1.1. Any mortgagee or chargee of the Registered Provider (provided that such mortgagee or chargee has for a period of at least three months first used all reasonable endeavours to procure the transfer of the Proposed Development to a Registered Social Landlord)

10.1.2. The mortgagee or chargee of any Approved Person who has been granted a Shared Ownership Lease of the Sale Units

10.1.3. Any successor in title to any mortgagee of persons/organisations specified at 10.1 and 10.2 above

10.1.4. Any purchaser from or successor in title to any mortgagee of a person who has exercised his right to staircase out.

10.1.5. Any Approved Person who has exercised their Right to Acquire or Right to Buy

11. PROVISIONS OF IMMEDIATE EFFECT

11.1. On completion of this Deed the Company shall pay to the County Council the reasonable legal costs incurred in the negotiations, preparation and execution of this Deed of no more than £250.00 and the Council's reasonable legal costs in the sum of £350.00.

11.2. A person who is not party to this Agreement or a successor in title shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

11.3. The Owners agree with the Council and County Council to give the Council and the County Council prompt written notice of any change in ownership of any of its interests in the Site

occurring before all the obligations under this Deed have been discharged, the notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12. NOTICES

- 12.1. Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Strategic Housing Officer for the time being of the Council at the address of the Council shown on the first page of this Agreement, to the ENV EPP Customer Services Area Customer Services East, Lancashire County Council, Willows Lane, Accrington, BB5 0RT in respect of Public Transport Contributions and to the Provision Planning Team, Schools Capital and Development, CYP at the address of the County Council shown on the first page of this Agreement in respect of Education Contributions or at such address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement

13. RECORDS

- 13.1. The Registered Provider shall maintain records enabling them to supply to the Council and the County Council (within four weeks of the Council and the County Council written request to do so) such information as the Council and the County Council may reasonably require in connection with this agreement

14. LOCAL LAND CHARGE

- 14.1. This Deed shall be registered as a local land charge by the Council and the Council shall immediately after the date of this Deed register it as such.
- 14.2. 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.

15. JURISDICTION AND LEGAL EFFECT

- 15.1. This deed shall be governed by and interpreted in accordance with the law of England and Wales.
- 15.2. The Courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising or related to this Agreement.

- 15.3. 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.
- 15.4. No waiver (whether expressed or implied) by the Council (or the County Council or 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 Owner) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 15.5. Subject to clause 15.8, if any dispute arises relating to or arising out of the terms of this agreement, any party (which for the purposes of this clause 15.5 shall include the Council and the County Council) may serve written notice upon the other parties requiring the dispute to be determined under this clause 15.5. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 15.6. For the purposes of this clause 15.6 a “Specialist” is a person qualified to act as an expert in relation to the dispute having not less than ten years’ professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 15.7. Any dispute over the type of specialist appropriate to resolve the dispute may be referred to at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 15.8.
- 15.8. Any dispute over the identity of the Specialist is to be referred to at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange this nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 15.9. The Specialist is to act as an independent expert and:
- 15.9.1. each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

- 15.9.2. each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- 15.9.3. the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 15.9.4. the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- 15.9.5. the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 15.9.6. the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 15.9.7. Responsibility for the costs of referring a dispute to a Specialist under this clause 14, including costs connected with the appointment of the Specialist and the Specialist's own costs, and the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 15.9.8. This clause 15 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

16. INDEXATION, INTEREST AND VAT

- 16.1.1. Any Contributions required to be made under Clause 17.3, and 17.4 to the County Council shall be increased by the Indexation Factor.
- 16.1.2. If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the date of payment.
- 16.1.3. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

17. CONTRIBUTIONS

- 17.1. Payment of the Contributions required to be made under this Deed shall be made on the following basis:

- 17.1.1. Upon receipt by the County Council the Contributions shall be deposited in an interest bearing account
- 17.1.2. And all such interest (less tax and reasonable administrative costs or fees) is to be credited to that account
- 17.2. The principal sum and interest in the account shall be applied by the County Council receiving payment as soon as reasonably practicable towards the purposes specified below provided that if the whole or any part of such funds in Phase 3 Public Transport Contributions, and Phase 3 Education Contributions has not been expended or committed for expenditure pursuant to a resolution by the County Council, for such purposes at the expiration of 5 years of the date of payment of the sum the unexpended balance together with any interest in the account less any tax shall forthwith be repaid to the person who paid the contribution
- 17.3. **Education Contributions**
- 17.3.1. The Company covenants with the County Council to pay the Education Contributions as follows:
- 17.3.1.1. The Phase 1 Education Contributions on the first Occupation of a Unit in Phase 1;
- 17.3.1.2. The Phase 2 Education Contributions on the first Occupation of a Unit in Phase 2;
- 17.3.1.3. The Phase 3 Education Contributions on the first Occupation of a Unit in Phase 3;
- 17.3.2. The County Council covenants to use the Education Contributions towards school provision within 3 miles of the development.
- 17.4. **Public Transport Contributions**
- 17.4.1. The Company covenant with the County Council to pay the Public Transport Contributions as follows:
- 17.4.1.1. The Phase 1 Public Transport Contribution on the first Occupation of a Unit in Phase 1;
- 17.4.1.2. The Phase 2 Public Transport Contribution on the first Occupation of a Unit in Phase 2;

17.4.1.3. The Phase 3 Public Transport Contribution on the first Occupation of a Unit in Phase 3.

17.4.2. The County Council covenants to use the Public Transport Contribution towards the cost of upgrading the existing bus stop at St Ann's Court and the provision of a new bus stop at Union Street and the commuted sum for future maintenance.

17.5. Wheeled Bin Contributions

17.5.1. The Company covenants with the Council to pay the Wheeled Bin Contributions as follows:

17.5.1.1. The Phase 1 Wheeled Bin Contribution on the first Occupation of a Unit in Phase 1;

17.5.1.2. The Phase 2 Wheeled Bin Contribution on the first Occupation of a Unit in Phase 2;

17.5.1.3. The Phase 3 Wheeled Bin Contribution on the first Occupation of a Unit in Phase 3;

17.5.2. The Council covenants to use the Wheeled Bin Contributions towards the administration and delivery costs of providing wheeled Bins at the Proposed Development.

18. The Company hereby undertakes to the Council and the County Council that in the event of the Planning Permission being granted and upon Commencement of the Development they will comply with the following obligations:

18.1. To give written notice within 15 Working Days of the Commencement of Development confirming that the Development has begun.

18.2. To give written notice within 15 Working Days of the completion of the first Unit

18.3. To give written notice of first occupation of a Unit to the Council and the County Council as follows:

18.3.1. within 15 Working Days prior to the first Occupation of a Unit in Phase 1

18.3.2. within 15 Working Days prior to the first Occupation of a Unit in Phase 2

18.3.3. within 15 Working Days prior to the first Occupation of a Unit in Phase 3

19. The expressions “the Council” and “the County Council” and “the Owners” and “the Company” shall include their respective successors in title and assigns and shall include any persons or mortgagees of such persons deriving title through or under them **PROVIDED THAT** no such person (including the parties hereto) shall be liable for any breaches occurring after they have disposed of their interest in the Property or the relevant part or parts thereof

IN WITNESS whereof the parties have executed as a Deed the day and year first before written

DRAFT

ANNEX 1

PLAN

DRAFT

ANNEX 2

DRAFT PLANNING PERMISSION

DRAFT

THE COMMON SEAL of **RIBBLE VALLEY**)

BOROUGH COUNCIL was hereunto affixed to)

this Deed in the presence of:)

Mayor

Chief Executive

DRAFT

THE COMMON SEAL of **LANCASHIRE**

COUNTY COUNCIL was hereunto affixed to)

this Deed in the presence of:)

Authorised Signatory

[Add execution clauses]

DRAFT