

**Planning Obligation by Deed of Agreement
under Section 106 of the Town and Country
Planning Act 1990**

relating to the development of land at
Lawsonsteads Farm, to the East of Clitheroe
Road, Whalley

Dated :

15th October

2013

Ribble Valley Borough Council (1)

Lancashire County Council (2)

Alan Coates and Peter Coates (3)

Walton & Co

2 Queen Street

Leeds

LS1 2TW

DATE

15th October

2013

PARTIES

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (hereinafter referred to as "**the Council**")
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter referred to as "**the County Council**")
- (3) **ALAN COATES AND PETER COATES** both of Hill Farm, Hill Lane, Hurst Green, Lancashire, BB7 9QT (hereinafter referred to as "**the Owner**")

INTRODUCTION AND BACKGROUND

- 1 The Council is the district planning authority for the purposes of the Act for the area in which Site is situated.
- 2 The County Council is the education authority for the purposes of the Education Act 1996 and the local highway authority for the purposes of the 1980 Act for the area in which the Site is situated.
- 3 The County Council is also the county planning authority for the purposes of the Act for the area in which the Site is situated.
- 4 Both the Council and the County Council are therefore local planning authorities for the purposes of section 106 of the Act
- 5 The Owner is the freehold owner of the Site with title absolute registered under Land Registry Title No. LAN102087.
- 6 The Application has been submitted to the Council for the Development and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 7 The Council resolved on 18th July 2013 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"1980 Act" means the Highways Act 1980;

"Act" means the Town and Country Planning Act 1990;

"Affordable Housing" has the meaning given to it in Annex 2 of the NPPF;

"Affordable Housing Provider" means a registered provider of social housing as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Acts) and registered with the Homes and Communities Agency or any company or other body approved by the Home and Communities Agency for receipt of social housing grant;

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units to be submitted to and approved by the Council pursuant to paragraph 1.2 of the Third Schedule;

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing in accordance with this Deed and **"Affordable Housing Unit"** shall be construed accordingly;

"Affordable Rent" means an affordable rent of 80% of the Market Rent (including service charges where applicable);

"Affordable Rented Housing" has the meaning given to it in Annex 2 of the NPPF and **"Affordable Rented Housing Units"** shall be construed accordingly;

"Application" means the application for outline planning permission for the Development registered by the Council on 15th March 2013 and allocated the Council reference number 3/2013/0137;

"BCIS" means the BCIS General Building Cost Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same);

"BCIS Indexation Factor" means the recalculation of the amount of an instalment of the Primary Education Contribution or the Secondary Education Contribution or the Transport Contribution (as the context requires) payable pursuant to the Fourth Schedule in accordance with the following formula:

$$A \times \frac{B}{C} = D$$

Where:

A = the sum payable under this Deed

B = the figure shown in BCIS for the period immediately prior to the date of payment under this agreement

C = the figure shown in BCIS for the period last published before the date of this Deed

D = the recalculated sum payable under this Deed

"Chargee" means any mortgagee or chargee of an Affordable Housing Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

"Commencement of Development" means for the purposes of this Deed only the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development or a Phase (as the context requires) begins to be carried out pursuant to the Planning Permission other than operations consisting of site clearance, demolition work, archaeological investigations, site preparation including earthworks, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure and the temporary display of site notices or advertisements and **"Commence Development"** and **"Commence the Development"** shall be construed accordingly;

"Development" means the development of the Site pursuant to the Planning Permission with a residential mixed use development comprising up to 260 dwellings (Use Class C3); a primary school (D1); a new vehicular link between Clitheroe Road and the A671 including creation of a new junction both onto the A671 and Clitheroe Road; car parking; open space; and associated landscaping;

"Dwelling" means a dwelling (including a house flat or maisonette) (Use Class C3) which is to be constructed as part of the Development pursuant to the Planning Permission;

"Existing Agreement" means an existing agreement relating to part of the Site dated 9th November 2012 and entered into pursuant to Section 106 of the Act (and other enabling powers) by (1) the Council; (2) the County Council; and (3) the Owner;

"Homes and Communities Agency" means the Homes and Communities Agency or any successor government agency that funds and is responsible for the delivery of new Affordable Housing and the regulation of the Affordable Housing Providers in England;

"Land Trigger Event" means either:

- (a) the passing by the County Council of a resolution to establish a new Primary School upon the Primary School Land; or
- (b) the Secretary of State entering into Academy Arrangements for the establishment of a Primary School upon the Primary School Land

PROVIDED THAT such new Primary School or existing Primary School's catchment area or normal area for admissions shall include the boundaries of the Site;

"Land Value Index" means the Halifax/Lloyds Banking Group Regional House Price Index, All Houses (All Buyers), seasonally adjusted, North West Index or such other equivalent index as may be agreed by the Owner and the Council (acting reasonably) if such index shall cease to be published;

"Market Dwellings" means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing;

"Market Rent" means the estimated amount for which a Dwelling should lease (let) on the open market on the date of valuation between a willing lessor and a willing lessee, in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion and assuming that any restrictions imposed on the Dwelling by reason of this Deed are disregarded on appropriate lease terms;

"NPPF" means the Department for Communities and Local Government document entitled "National Planning Policy Framework" (March 2012) or any replacement or modification thereof in force from time to time;

"Occupation" and "Occupied" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and **"Occupy"** shall be construed accordingly;

"Open Market Value" means the estimated amount for which a Dwelling should sell on the open market for cash consideration on the date of valuation assuming:-

- (a) a willing buyer and a willing seller in an arm's length transaction
- (b) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Dwelling and the state of the market) for the proper marketing of the Dwelling for the agreement of price and terms and for the completion of the same;
- (c) that the state of the market level of values and other circumstances were on any other earlier assumed date of exchange of contracts the same as on the date of valuation;
- (d) that no account is taken of any additional bid by a purchaser with a special interest; and
- (e) the provisions contained in the Third Schedule hereto shall be disregarded

"Phase" means a discrete phase of the Development which is identified as such in accordance with condition 6 of the Planning Permission;

"Phase of Residential Development" means a Phase which includes Dwellings;

"Plan" means Drawing No. PL1158.M.100 attached to this Deed;

"Planning Permission" means the outline planning permission subject to conditions to be granted pursuant to the Application in the form annexed at the Second Schedule;

"Practical Completion" means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect and **"Practically Completed"** shall be construed accordingly;

"Priority Order" means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.12 of the Third Schedule:

- (a) In the first instance where at least one ordinarily resident member of a household is a person who in the reasonable opinion of the Affordable Housing Provider is in housing need and who:
 - (i) were born in the Whalley parish;
 - (ii) currently live within the Whalley parish and have done so for at least the past 12 months (proof of residence for the relevant period must be provided in the form of the electoral roll or (if such persons are not on the electoral roll) utility and council tax bills);

- (iii) used to live in the Whalley parish for not less than three years but was forced to move away because of the lack of Affordable Housing;
 - (iv) currently work in the Whalley parish and have done so for at least the past 12 months;
 - (v) currently has a close family member (mother, father, brother, sister, son, daughter) living in the Whalley parish and who have done so for not less than three years.
 - (vi) is the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or is the resident dependent (such as a child) of such a person specified in (i) to (vi) above.
- (b) In the second instance (if no 'first instance' occupier has entered into an agreement for the purchase or lease of the Affordable Housing Unit within two months of the date of commencement of marketing of the Affordable Housing Unit to prospective 'first instance' occupiers) at least one ordinarily resident member of a household is a person who in the reasonable opinion of the Affordable Housing Provider is in housing need who satisfies any one or more of the 'first instance' criteria above but in respect of any named adjoining parishes namely:
- (i) Read
 - (ii) Sabden
 - (iii) Wiswell
 - (iv) Little Mitton
 - (v) Billington and Langho
- (c) In the third instance (if no 'second instance' occupier has entered into an agreement for the purchase or lease of the Affordable Housing Unit within two months of the date of commencement of marketing of the Affordable Housing Unit to prospective 'second instance occupiers) where at least one ordinarily resident member of a household is a person in housing need who satisfies any or more of the 'first instance' criteria above but in respect of the Ribble Valley administrative area as a whole;
- (d) In the fourth instance (if no 'third instance' occupier has entered into an agreement for the purchase or lease within two months of the date of commencement of marketing of the Affordable Housing Unit to prospective 'third instance' occupiers of the Affordable Housing Unit) where at least one ordinarily resident member of a household is a person who satisfies the Affordable Housing Provider's own eligibility criteria.

“Primary Education Contribution” means a sum calculated for a Phase of Residential Development in accordance with the following formula:

$$A \times B = C$$

Where:

A = £11,880.45

B = The number of primary school places yielded by the Phase of Residential Development as determined by applying the Standard Primary Yield to the mix of Dwellings within the Phase of Residential Development as confirmed by the relevant Reserved Matters Approval.

C = The Primary Education Contribution due in respect of that Phase of Residential Development (£)

“Primary School” has the meaning given to it by Section 5(1) of the Education Act 1996 (as amended) with the proviso that the school shall have a catchment area or normal area for admissions which includes the boundaries of the Site;

“Primary School Land” means an area of land measuring no less than 1.09 hectares and no more than 1.2 hectares within that part of the Site shaded yellow on Drawing No. PL1158.3.M.101 attached to this Deed;

“PSL Purchase Price” means £665,305 (six hundred and sixty five thousand three hundred and five pounds) increased by an amount equivalent to the percentage increase in the Land Value Index from the date of this Deed until the date of the County Council's written notice served pursuant to paragraph 3.3 of the Fourth Schedule;

“Protected Tenant” means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

“Reservation Period” means a period of 5 (five) years from the date the precise location and boundaries of the Primary School Land are confirmed and agreed by the Owner and the County Council pursuant to paragraph 3.1 of the Fourth Schedule;

“Reserved Matter” means any one of access, appearance, landscaping, layout and scale as defined by Article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2010 and **“Reserved Matters”** shall be construed accordingly;

“Reserved Matters Approval” means the approval or approvals pursuant to the Planning Permission of the Reserved Matters required for the carrying out of the Development;

“Secondary Education Contribution” means a sum calculated for a Phase of Residential Development in accordance with the following formula:

$$A \times (B - C) = D$$

Where:

A = £17,901.60

B = The number of secondary school places yielded by the Phase of Residential Development as determined by applying the Standard Secondary Yield to the mix of Dwellings within the Phase of Residential Development as confirmed by the relevant Reserved Matters Approval

C = 11

D = The Secondary Education Contribution due in respect of that Phase of Residential Development (£)

“Secondary School” has the meaning given to it by Section 5(2) of the Education Act 1996 (as amended) with the proviso that the school shall have a catchment area or normal area for admissions which includes the boundaries of the Site

“Shared Ownership Housing” means shared ownership housing where an occupier may acquire an interest in an Affordable Housing Unit of between 25% and 80% and may staircase up to 100% ownership of the Open Market Value of the Dwelling at his or her election;

“Site” means the land against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule;

“Standard Primary Yield” means the yield of Primary School places per Dwelling as set out in the following table:

No of Bedrooms in Dwelling	Yield - Primary
1	0.01
2	0.07
3	0.16
4	0.38
5	0.44

“Standard Secondary Yield” means the yield of Secondary School places per Dwelling as set out in the following table:

No of Bedrooms in Dwelling	Yield - Secondary
1	0.00
2	0.03
3	0.09
4	0.15
5	0.23

“Transport Contribution” means (subject to paragraph 5.2 of the Fourth Schedule) means the sum of £144,500 (one hundred and forty four thousand five hundred pounds) such sum to be applied by the County Council for proposed works to King Street (subject to detailed scheme development and design) comprising the following key measures:

- Works to mini-roundabouts to improve pedestrian amenity and ease movement for vehicles;
- The provision of kerb build outs to help regulate parking;
- The relocation of parking at the key pinch point between the hotel and public houses to improve traffic flow and allow widening of narrow footways;
- Improvements to the zebra crossing
- The provision of footway crossovers
- The provision of cycle stands
- The de-cluttering of unnecessary signing, markings and improvements to street furniture
- The provision of wide granite kerbs along King Street and improved footway materials;

“Travel Plan” means the Framework Travel Plan dated February 2013, prepared by Bryan G Hall and submitted as part of the Application;

"Travel Plan Sum" means (subject to paragraph 4.2 of the Fourth Schedule) the sum of £18,000 (eighteen thousand pounds) such sum to be applied by the County Council towards Travel Plan support, promotion, monitoring and evaluation;

"Use Class" means a class of use set out in the Town and Country Planning (Use Classes) Order 1987 (as amended);

"Working Days" means any day of the week other than Saturday Sunday or any bank holiday;

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

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

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.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

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 that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section, 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The covenants in paragraphs 3.3 of the Fourth Schedule and paragraph 6 of the Sixth Schedule are made pursuant to Section 120 of the Local Government Act 1972.

- 3.3 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act which bind the Site and each and every part thereof and (insofar as such obligations affect land within their administrative areas) are enforceable against the Owner and its successors in title by the Council and County Council in their capacity as local planning authority.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of this Clause 4 and Clauses 1, 2, 3, 6, 7, 8, 9, 10, 11 and 12 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Third Schedule.
- 5.2 The Owner covenants with the County Council as set out in the Fourth Schedule.

6 THE COUNCIL'S COVENANTS AND THE COUNTY COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Fifth Schedule.
- 6.2 The County Council covenants with the Owner as set out in the Sixth Schedule.

7 MISCELLANEOUS

- 7.1 Upon completion of this Deed:
- (a) the Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed up to a maximum of £330 (three hundred and thirty pounds); and
 - (b) the Owner shall pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed in the sum of £500 (five hundred pounds).
- 7.2 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 The parties agree with one another to act reasonably and in good faith in fulfilment of the objectives of this Deed and in particular where the agreement, approval, consent or

expression of satisfaction is required by the Owner from the Council and/or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

- (a) the Council by the Strategic Housing Officer or any other officer exercising the functions of the Strategic Housing Officer from time to time; and
- (b) the County Council by the Executive Director of Environment (in respect of matters relating to highways) or the Executive Director for Children and Young People (in respect of matters relating to education) or any other officer exercising their respective functions from time to time.

7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed:

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
- (b) which occurs after that person has parted with their interest in the Site or if it be part only the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.

7.9 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.

7.10 The obligations contained in this Deed shall not be binding on or enforceable against:

- (i) (save for the obligations contained in paragraph 1.12 of the Third Schedule which apply (subject to the provisions of the Third Schedule) to the Affordable

Housing Units) lessees or purchasers Occupying or entitled to Occupy the Dwellings or their mortgagee or chargees;

- (ii) any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on any part or parts of the Site unless (but subject always to the preceding and remaining provisions of this Deed) such mortgagee or charge has entered into possession of the Site or any part thereof to which such obligation relates; and/or
- (iii) a statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

7.11 The Owner hereby agrees to notify the Council and the County Council of the Commencement of Development within 7 days of the occurrence of the same PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed.

7.12 The Owner hereby agrees to notify the Council and where appropriate the County Council of the reaching of any of the Occupation thresholds relating to Dwellings contained in this Deed such notification to be given as soon as is reasonably practicable following the reaching of such threshold.

7.13 Where paragraph 1.3 and/or paragraph 2.3 of the Fourth Schedule applies then the Owner hereby agrees to notify the County Council in writing which Reserved Matters Approval has been implemented for the purpose of determining the amount of the Primary Education Contribution and/or Secondary Education Contribution which is due in respect of a Phase of Residential Development pursuant to paragraph 1.3 and/or paragraph 2.3 of the Fourth Schedule (as the context requires).

8. WAIVER

No waiver (whether expressed or implied) by the Council, 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, County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

10 JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England.

11 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

12 DISPUTES

- 12.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction then the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute, disagreement or difference arising.
- 12.2 Failing the resolution of any such dispute, disagreement or difference within the said 20 Working Days the dispute, disagreement or difference shall be referred for determination in accordance with the provisions of this clause 12 on the reference of any of the parties to the dispute, disagreement or difference.
- 12.3 The dispute, disagreement or difference shall be referred to the decision of a single expert (the "**Expert**") qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the parties within a period of 5 Working Days following a failure of the parties to resolve the dispute, disagreement or difference pursuant to clause 12.2 above or failing agreement on such nomination the Expert shall be nominated by the President for the time being of the Law Society of England and Wales.
- 12.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.
- 12.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:
- (a) he shall call for representations from all parties with 10 Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
 - (b) he shall allow the parties 10 Working Days from the expiry of the 10 Working Days period referred to in sub-clause (a) above to make counter representations;
 - (c) any representations or counter representations received out of time shall be disregarded by the Expert;

- (d) he shall provide the parties with a written decision (including his reasons) within 10 Working Days of the last date for receipt of counter-representations;
- (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
- (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

12.6 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the dispute, disagreement or difference in question.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

Dr. Koach

P. Coates

M.H. Scott

Drain

Reservoir

A 671

A 671

Drain

Spring Wood

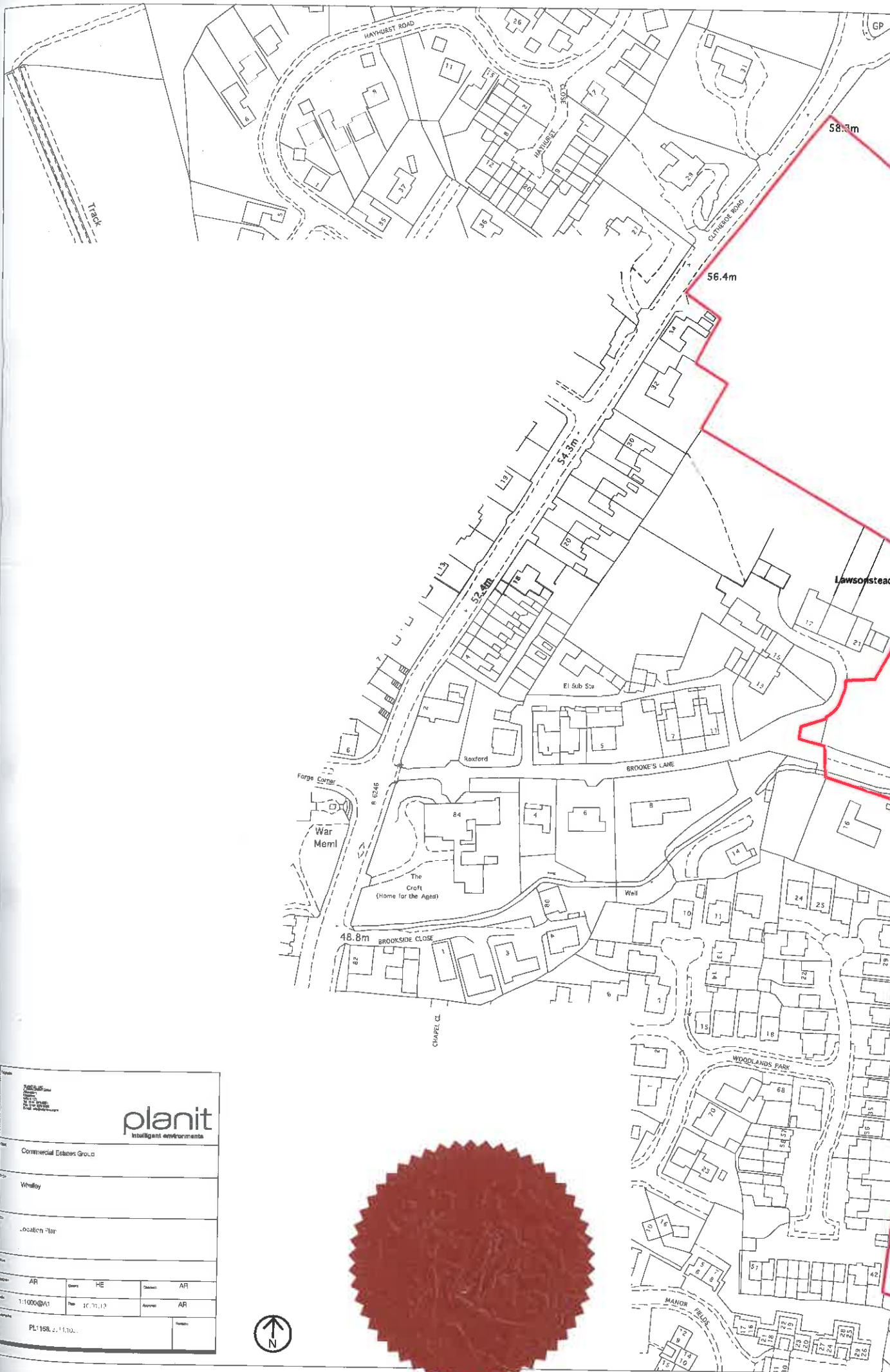
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Pool Site

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Authorized Signatory

22797



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Commercial Estates Group	
Whalley	
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PL1198.2.11.10.	



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Tennis Courts

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P. J. J. J. J.
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A. A. A. A. A.

Lay-by

PLANET LTD
2 Black Gables Street
Oxford
OX4 1DQ
Tel: 01865 208 9291
Fax: 01865 208 9294
Email: r.f@planet-ltd.com

planet
intelligent environments

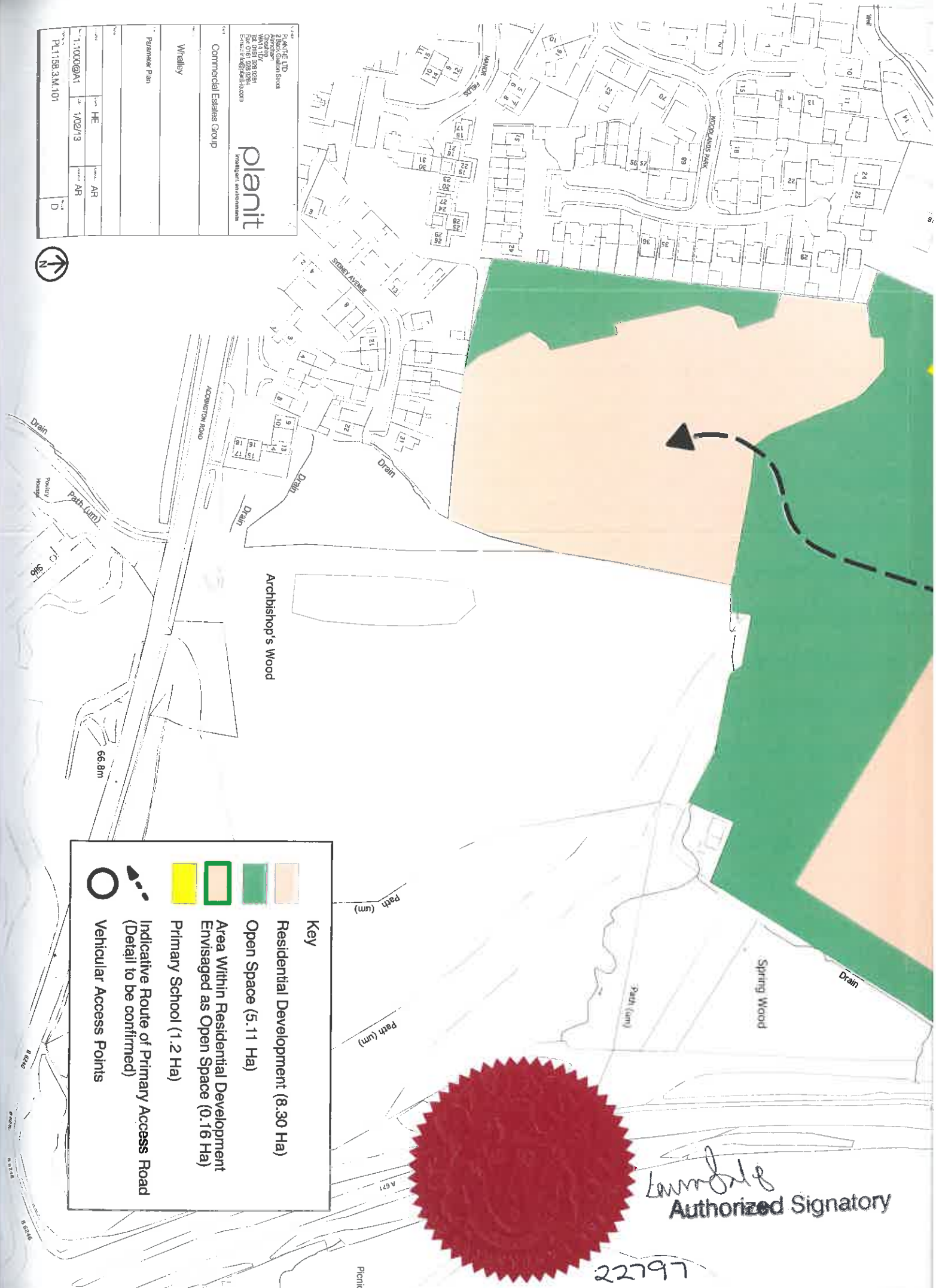
Commercial Estates Group

Whalley

Parental Plan

HE	AR
1:1000@A1	1/02/13
AR	D

PL115B3.M.101



Key

- Residential Development (8.30 Ha)
- Open Space (5.11 Ha)
- Area Within Residential Development Envisaged as Open Space (0.16 Ha)
- Primary School (1.2 Ha)
- Indicative Route of Primary Access Road (Detail to be confirmed)
- Vehicular Access Points

Lawrence
Authorized Signatory

22797

SECOND SCHEDULE
Form of Planning Permission

RIBBLE VALLEY BOROUGH COUNCIL

Development Department

Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

OUTLINE PLANNING PERMISSION

APPLICATION NO: 3/2013/0137

DECISION DATE: 18 July 2013

DATE RECEIVED: 15/03/2013

APPLICANT:

Commercial Estates Group
C/o Indigo Planning Ltd

AGENT:

Mrs Sarah Wozencroft
Indigo Planning Ltd
Lowry House
17 Marble Street
Manchester
M2 3AW

PARTICULARS OF DEVELOPMENT: A residential mixed use development comprising up to 260 dwellings (C3), a primary school (D1), a new vehicular link between Clitheroe Road and the A671 including creation of a new junction both onto the A671 and Clitheroe Road, car parking, open space and associated landscaping.

AT: Land to the east of Clitheroe Road (Lawsonsteads) Whalley
Ribble Valley Borough Council hereby give notice in pursuance of provision of the Town and Country Planning Act 1990 that **outline planning permission** has been granted for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following conditions:

1 Application for approval of all reserved matters (as defined in Condition 4) must be made not later than the expiration of three years beginning with the date of this permission and the development must be begun not later than whichever is the later of the following dates:

- a) The expiration of three years from the date of this permission; or
- b) The expiration of two years from the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last such matter to be approved.

REASON: To comply with policy G1 of the Ribble Valley Districtwide Local Plan and policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft in order that the Local Planning Authority should be satisfied as to the details and because the application was made for outline permission.

2 The development hereby permitted shall be carried out in accordance with the details contained within the following plans:

Parameters Plan (Ref: PL1158.3.M.101 Rev [D]);
Clitheroe Road Priority T Junction (Ref: 10/228/TR/023 Rev E); and
A671 Proposed Traffic Signal Junction (Ref: 10/228/TR/024 Rev A).

REASON: For the avoidance of doubt to ensure there is no ambiguity in the decision notice over what amount of development has been approved. In accordance with Policies G1, ENV3 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies DMG1, EN2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft

APPLICATION NO: 3/2013/0137

DECISION DATE:

- 3 Details of appearance, landscaping, layout and scale (hereinafter referred to as the 'reserved matters') for each phase of development shall be submitted to and approved in writing by the Local Planning Authority before development of that phase is commenced. Development of each phase shall be implemented in accordance with the approved details for that phase.

REASON: For the avoidance of doubt to ensure there is no ambiguity in the decision notice over what amount of development has been approved. In accordance with Policies G1, ENV3 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies DMG1, EN2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

- 4 The submission of Reserved Matters in respect of layout, scale, appearance and landscaping and implementation shall be carried out in substantial accordance with the design principles and parameters contained within the Design & Access Statement (March 2013) and in substantial accordance with the submitted Parameters Plan (PL1158.3.M.101 Rev: D).

REASON: For the avoidance of doubt to ensure there is no ambiguity in the decision notice over what amount of development has been approved. In accordance with Policies G1, ENV3 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies DMG1, EN2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft ensuring a satisfactory standard of appearance and scale given its location.

- 5 No more than 260 dwellings (Use Class C3) and a primary school (Use Class D1) is hereby permitted within the application site.

REASON: For the avoidance of doubt to ensure there is no ambiguity in the decision notice over what amount of development has been approved. In accordance with Policies G1, ENV3 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies DMG1, EN2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft ensuring a satisfactory standard of appearance and scale given its location.

- 6 No part of the development shall commence until a plan identifying the first phase of the development has been submitted to the Local Planning Authority. Thereafter each application for the approval of the reserved matters relating to each further phase of the development shall be accompanied by a plan identifying the extent of that further phase. For the purposes of this planning permission the extent of a 'phase' shall be determined in accordance with this Condition.

REASON: To allow for the phased delivery of the development and for the avoidance of doubt to ensure there is no ambiguity in the decision notice over what amount of development has been approved. In accordance with Policies G1, G2, ENV3 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies DMG1, DMG2, EN2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

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7 No part of the development shall commence until the following details have been submitted to and approved in writing by the Local Planning Authority in consultation with the Highways Authority:

- The proposed site access to/from Clitheroe Road (in accordance with the principles set out in Drawing Ref: 10/228/TR/023 Rev E) including provision of a pedestrian crossing southwest of the site access;
- Works to relocate the south west bound bus stop and provide bus shelters and timetable information at the relocated south west bound bus stop and north-east bound bus stop in the vicinity of the site on Clitheroe Road;
- The proposed site access to/from the A671 (In accordance with the principles set out in Drawing Ref: 10/228/TR/024 Rev A) including provision of a Toucan Crossing;
- The Internal Distributor Road including where it meets the junctions onto Clitheroe Road and the A671; and
- The proposed King Street Lay by (In accordance with the principles set out in Drawing Ref: 10/228/TR/027).

The details shall include for provision of:

- cycleways/footways;
- a lighting scheme in the proximity of the new site access on the A671;
- a vehicular drop off/pick up area for the primary school; and
- measures to implement a 20mph zone in the vicinity of the school site on the Internal Distributor Road and Clitheroe Road.

The development shall be implemented in accordance with the approved details and pursuant to the timeframes otherwise set by the conditions of the permission.

REASON: In the interests of the operation of the immediate and wider Highways network. In accordance with Policy T1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

8 Prior to occupation of development within each phase (as defined in Condition [6]) visibility plays shall be provided in accordance with details to be submitted to and approved in writing by the Local Planning Authority and in relation to that phase. Nothing shall be planted, erected or allowed to remain in the visibility plays in excess of 1m in height above the level of the adjacent carriageway.

REASON: To ensure adequate visibility plays are maintained at all times. In accordance with Policy T1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

9 Prior to commencement of any phase of development which includes dwellings with frontage access to/from Clitheroe Road, details of such frontage access shall be submitted to and approved in writing by the Local Planning Authority. The development of the phase shall be carried out in accordance with the approved details.

REASON: To ensure adequate visibility plays are maintained at all times. In accordance with Policy T1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

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- 10 The primary school (Use Class D1) shall not be brought into use until the measures defined in Condition [7] to implement a 20mph zone and provide a drop off/pick up area in the vicinity of the primary school have been implemented in accordance with the approved details pursuant to Condition [7].

REASON: In order to satisfy the Local Planning Authority and the Highway Authority that the final details of the highway scheme/works are acceptable and in order to maintain network safety at the school once brought into use. In accordance with Policy T1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

- 11 No more than 55 dwellings shall be constructed until the access to/from the A671 (Drawing Ref: 10/228/TR/024 Rev A) has been constructed to binder course level in accordance with the approved details pursuant to Condition [7]. Following construction of this access, no construction traffic shall enter or leave the site using the Clitheroe Road access.

REASON: To ensure construction access beyond the first 55 dwellings can be taken directly from the A671 to minimise disruption and protect residential amenity in the interests of protecting residential amenity from noise and disturbance in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy (Regulation 22 Submission Draft).

- 12 No more than 55 dwellings shall be occupied until the access to/from the A671 (Drawing Ref: 10/228/TR/024 Rev A) and associated works to that access agreed pursuant to Condition [7] have been constructed to an agreed level in accordance with the approved details pursuant to Condition [7].

REASON: To ensure ~~viacenter~~ access beyond the first 55 dwellings can be taken directly from the A671. In accordance with Policy T1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

- 13 No more than 55 dwellings shall be occupied until the King Street Lay-by (Drawing Ref: 10/228/TR/027) has been constructed in accordance with details agreed pursuant to Condition [7].

REASON: In the interests of the operation of the immediate and wider Highways network. In accordance with Policy T1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

- 14 No phase of the development shall be occupied until a Full Travel Plan for that phase has been submitted to and approved in writing by the Local Planning Authority. The travel plan(s) shall include objectives, targets, measures to achieve targets, monitoring, implementation timescales for delivery and the provision of a travel plan coordinator in accordance with the parameters established in the Framework Travel Plan (dated February 2013) submitted as part of the outline application. For each phase the approved Full Travel Plan shall be implemented, audited and updated in accordance with the approved details.

REASON: In the interests of the operation of the immediate and wider Highways network. In accordance with Policy T1 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMG3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

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- 15 Prior to the commencement of development, a strategy outlining the general system of drainage for foul and surface water flows arising from the entire site shall be submitted to and agreed in writing by the Local Planning Authority. The strategy shall include details of any necessary on-site infrastructure. Thereafter detailed schemes for foul and surface water drainage for any phase of development (pursuant to conditions [17] and [18]) shall be prepared in accordance with the agreed strategy for the entire site.

REASON: This condition is requested as there is potential for the development to be brought forward on a phased basis. As a result it will be necessary to receive an overall strategy for the entire site prior to the commencement of development of any phase so that the subsequent detailed drainage schemes for each phase are capable of forming part of a general system for the entire site in accordance with an overall strategy. It is also necessary to set key parameters for the design of the pumping station. In accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

- 16 Prior to the commencement of each phase of development, details for how foul and surface water shall be drained on separate systems within that phase shall be submitted to and approved in writing by the Local Planning Authority. The development of each phase shall be implemented in accordance with the approved details for that phase and retained thereafter.

REASON: To protect existing surface water and foul drainage systems. In accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy Regulation 22 Submission Draft.

- 17 Prior to the commencement of each phase of development, a detailed surface water drainage scheme for that phase, based on sustainable drainage principles and evidence of a assessment of the hydrological and hydrogeological context of that phase, shall be submitted to and approved in writing by the Local Planning Authority. No surface water shall connect into the public sewerage system, directly or indirectly, without the consent of the Local Planning Authority pursuant to this condition. The scheme for each phase shall be implemented in accordance with the approved details prior to the occupation of any development within that phase and retained thereafter.

REASON: To ensure that surface water is dealt with by the most sustainable means in accordance with national government policy. In accordance with Policies ENV7, ENV9 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies EN2, EN4, DME2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft

- 18 Prior to the commencement of each phase of development, a detailed foul drainage scheme for that phase, shall be submitted to and approved in writing by the Local Planning Authority. The foul drainage scheme for each phase shall be implemented in accordance with the approved details prior to the occupation of any development within that phase.

REASON: To protect existing surface infrastructure. In accordance with Policies ENV7, ENV9 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies EN2, EN4, DME2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft

- 19 No building shall be erected within three metres of any public sewer unless otherwise agreed in writing by the Local Planning Authority.

REASON: To protect existing surface infrastructure. In accordance with Policies ENV7, ENV9 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies EN2, EN4, DME2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft

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- 20 Prior to the commencement of any phase of development that is to the west of watercourse A as identified in the Flood Risk Assessment (FRA) by Weetwood (dated 8 February 2013; Final Report v1.3), a scheme for the improvement, protection and maintenance of existing flood defences as outlined in Section 4.1.3 of the FRA where relevant to that phase, shall be submitted to and approved in writing in respect of that phase by the Local Planning Authority. The scheme for each relevant phase of development shall be implemented in accordance with the approved details.

REASON: To reduce the risk of flooding by maintaining existing flood defences. In accordance with Policies ENV7, ENV9 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies EN2, EN4, DME2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft

- 21 Prior to the commencement of any phase of development that includes or is potentially affected by possible overland flow routes from Watercourse B as identified in the Flood Risk Assessment (FRA) by Weetwood (dated 8 February 2013; Final Report v1.3), details of the existing and proposed ground levels adjacent to Watercourse B shall be submitted to and approved in writing in respect of that phase by the Local Planning Authority. The development within that phase shall subsequently proceed in accordance with the approved plans for that phase.

REASON: To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system. In accordance with Policies G1, ENV7, ENV9 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies DMG1, EN2, EN4, DME2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft

- 22 Prior to the commencement of any phase of development affecting natural bankside habitat such as outfalls or culverting, a further survey of the watercourse should be carried out at an appropriate time of year to establish the presence of water voles within that phase. The findings of the survey (together with proposals for mitigation/compensation, if required) shall be submitted to and approved in writing by the Local Planning Authority. Any necessary and approved measures for the protection of water voles within that phase shall thereafter be implemented in full as part of the development of that phase.

REASON: To ensure protection of water voles and their habitat. In accordance with Policies ENV7, ENV9 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies EN2, EN4, DME2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft

- 23 Any application for the approval of Reserved Matters which includes development adjoining the watercourses on site shall include a scheme for the provision and management of a buffer zone alongside the watercourses, to be submitted to and agreed in writing by the Local Planning Authority. Thereafter each phase of development shall be carried out in accordance with the approved scheme in so far as it relates to that phase of development, unless otherwise agreed in writing with the Local Planning Authority.

REASON: To protect ecological, recreation and amenity interests by providing a buffer between the development and the watercourse. In accordance with Policies ENV7, ENV9 and ENV13 of the Ribble Valley Districtwide Local Plan and Policies EN2, EN4, DME2 and DME3 of the Ribble Valley Core Strategy Regulation 22 Submission Draft

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- 24 Prior to occupation of development within each phase, a landscape management plan including long term design objectives, timing of works, management responsibilities and maintenance schedules for all publicly accessible landscaped areas including cycle/footways within that phase shall be submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approved landscape management plan for that phase.

REASON: In the interests of residential and visual amenity and to ensure that appropriate provision is made for public open space in accordance with Policies G1 and RT8 of the Ribble Valley Districtwide Local Plan and Policies DMG1 and DMB4 of the Ribble Valley Core Strategy (Regulation 22 Submission Draft).

- 25 Prior to the commencement of each phase of development, a written scheme of archaeological investigation relating to that phase shall be submitted to and approved in writing by the Local Planning Authority. Each scheme will outline (if required) a programme of archaeological work which is to be implemented within the phase. The development of the phase shall be carried out in accordance with the approved scheme.

REASON: To ensure and safeguard the recording and inspection of matters of archaeological importance associated with the site in accordance with Policies G1 and ENV14 of the Ribble Valley Districtwide Local Plan and Policies EN5, DME3 and DME4 of the Ribble Valley Core Strategy (Regulation 22 Submission Draft).

- 26 No phase of development shall take place until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority for that phase. The approved Statement shall be adhered to throughout the construction period and shall provide for:

- The parking of vehicles of site operatives and visitors;
- Loading and unloading of plant material;
- Storage of plant materials used in the construction of development;
- The erection and maintenance of security hoardings;
- Wheel washing facilities;
- A management plan to control the emission of dust and dirt during construction identifying suitable mitigation measures;
- Details of the storage of potential ground and water contaminants and how the River Calder will be protected against spillage incidents and pollution during the course of construction;
- A scheme for protecting trees;
- A scheme for recycling/disposing of waste resulting from construction work; and
- A scheme to control noise during the construction phase.

REASON: In the interests of protecting residential amenity from noise and disturbance in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy (Regulation 22 Submission Draft).

- 27 No heavy goods vehicles shall enter or leave the site using the Clitheroe Road access between the hours of 0830 and 0930 or 1500 and 1600 hours.

REASON: In the interests of protecting residential amenity from noise and disturbance in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy (Regulation 22 Submission Draft).

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- 28 No dwellings within any phase shall be practically completed until details of an external lighting scheme for that phase have been submitted to and approved in writing by the Local Planning Authority. Within each phase the lighting scheme shall be implemented in accordance with the approved details for the relevant phase and retained thereafter.

REASON: In the interests of protecting residential amenity and disturbance in the form of light pollution in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan and Policy DMG1 of the Ribble Valley Core Strategy (Regulation 22 Submission Draft).

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P.T.O.

<u>1</u>	<u>NPPF Working with applicants</u>	<u>The Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development .</u>
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Note(s)

- 1 For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent see the attached notes.
- 2 The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**

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THIRD SCHEDULE

The Owner's Covenants with the Council

The Owner covenants with the Council in the following terms:-

1. Affordable Housing

- 1.1 The Owner shall provide Affordable Housing as part of the Development in accordance with the provisions of this Third Schedule.
- 1.2 The Owner shall not Commence Development of a Phase of Residential Development until the Owner has submitted and the Council has approved in writing an Affordable Housing Scheme for that Phase of Residential Development.
- 1.3 An Affordable Housing Scheme submitted for a Phase of Residential Development pursuant to paragraph 1.2 of this Third Schedule shall provide 30% (thirty per cent) of the total number of Dwellings to be constructed within that Phase of Residential Development (rounded up or down to the nearest Dwelling on a "round half up" basis) as Affordable Housing Units of which 50% (fifty per cent) of the Affordable Housing Units shall be Shared Ownership Housing and 50% (fifty per cent) of the Affordable Housing Units shall be Affordable Rented Housing.
- 1.4 Each Affordable Housing Scheme submitted for a Phase of Residential Development pursuant to paragraph 1.2 of this Third Schedule shall also provide that, of the Affordable Housing Units to be provided within the Phase of Residential Development in accordance with paragraph 1.3 of this Third Schedule:
 - 1.4.1 60% (sixty per cent) of the Affordable Housing Units shall be two bedroom Dwellings; and
 - 1.4.2 40% (forty per cent) of the Affordable Housing Units shall be three bedroom Dwellings.
- 1.5 Each Affordable Housing Scheme submitted for a Phase of Residential Development pursuant to paragraph 1.2 of this Third Schedule (above) shall:
 - 1.5.1 identify in accordance with paragraph 1.3 of this Third Schedule the number of Dwellings to be constructed within the Phase of Residential Development as Affordable Housing Units;
 - 1.5.2 identify the location of the Affordable Housing Units within the Phase of Residential Development (including plot numbers); and
 - 1.5.3 identify in accordance with paragraphs 1.3 and 1.4 of this Third Schedule the relevant tenure, house type and number of bedrooms of each Affordable Housing Unit within the Phase of Residential Development;

- 1.6 The Council shall give notice of approval or rejection of each Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Third Schedule not later than 20 Working Days from the date of receipt by the Council of the Affordable Housing Scheme and in the event of its rejection shall (acting reasonably) set out its full reasons for rejection and specify the measures required to produce an acceptable Affordable Housing Scheme.
- 1.7 In the event that the Council rejects an Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Third Schedule then the Owner may submit a revised Affordable Housing Scheme to the Council for approval whereupon the Council will again issue its decision in respect of such Affordable Housing Scheme in accordance with paragraph 1.6 above. In the alternative the Owner may seek to refer any dispute or disagreement for independent determination in accordance with Clause 12 of this Deed.
- 1.8 The Owner shall be entitled to invoke paragraph 1.7 of this Third Schedule as many times as is necessary in order to secure an approval in respect of an Affordable Housing Scheme submitted to the Council pursuant to paragraph 1.2 of this Third Schedule.
- 1.9 No more than 25% (twenty five per cent) of the Market Dwellings within a Phase of Residential Development shall be Occupied before the Owner has offered the Affordable Housing Units within the Phase of Residential Development to an Affordable Housing Provider in accordance with the approved Affordable Housing Scheme and the terms of this Deed.
- 1.10 From the date the Affordable Housing Units within a Phase of Residential Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.9 of this Third Schedule (above) the Owner shall use reasonable endeavours in seeking to transfer the relevant Affordable Housing Units to the Affordable Housing Provider in accordance with the terms of this Deed PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Owners to have commenced construction of the relevant Affordable Housing Units at the point when the said Affordable Housing Units are offered in accordance with this paragraph 1.10.
- 1.11 No more than 75% (seventy five per cent) of the Market Dwellings within a Phase of Residential Development shall be Occupied before 100% (one hundred per cent) of the Affordable Housing Units within the Phase of Residential Development have been Practically Completed in accordance with the approved Affordable Housing Scheme for that Phase of Residential Development, subject to such variations as may be agreed between the Council and the Owner from time to time.
- 1.12 From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing and shall (unless otherwise agreed in writing with the Council) only be

offered for Occupation in accordance with the Priority Order unless otherwise agreed in writing with the Council save that this obligation shall not be binding upon:

1.12.1 any purchaser of an Affordable Housing Unit pursuant to sub-paragraph 1.15.4 of this Third Schedule or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees;

1.12.2 any Chargee;

1.12.3 any mortgagee of an individual Affordable Housing Unit exercising its power of sale in respect of any such Affordable Housing Unit and any purchaser of an Affordable Housing Unit or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees from such mortgagee PROVIDED THAT:

- (a) any such mortgagee shall prior to seeking to dispose of the Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:
- (b) in the event that the Council responds within 1 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard them as Affordable Housing whilst redeeming the outstanding sum of the mortgage plus the mortgagee's costs then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer
- (c) if the Council does not serve its response to the notice served under paragraph 1.12.3(a) within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.12 of this Third Schedule
- (d) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.12.3(b) secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 1.12.3(a) the mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.12 of this Third Schedule

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.12.3 shall not require the mortgagee to act contrary to its duties under the charge or mortgage nor oblige the mortgagee to dispose of an

Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage plus costs.

1.12.4 any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

1.12.5 A disposal (and any subsequent occupation) required by:

1.12.5.1 any statutory provisions now or hereafter in force; or

1.12.5.2 the Homes and Communities Agency; or

1.12.5.3 a court order.

1.13 The Owner shall ensure that any transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain the following provisions:

1.13.1 A covenant that the Affordable Housing Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing;

1.13.2 A covenant that the Affordable Housing Unit shall only be offered for Occupation in accordance with the Priority Order (unless otherwise agreed in writing with the Council); and

1.13.3 A covenant that those Affordable Housing Units which are Affordable Rented Housing Units shall be made available for letting at a rent level not exceeding the Affordable Rent;

1.13.4 A declaration that the covenants referred to in paragraphs 1.13.1, 1.13.2 and 1.13.3 shall not be binding upon on any of the persons set out in sub-paragraphs 1.12.1 to 1.12.5 of this Third Schedule (above).

1.14 In the event that:

1.14.1 the Affordable Housing Provider to whom an offer is made by the Owner in accordance with paragraph 1.9 of this Third Schedule declines to accept a transfer of some or all of the Affordable Housing Units within the Phase of Residential Development; or

1.14.2 no sale of some or all of the Affordable Housing Units within the Phase of Residential Development has been effected within six months from either the Commencement of Development of the Phase of Residential Development or the date the Affordable Housing Units were offered to the Affordable Housing Provider in accordance with paragraph 1.9 of this Third Schedule (whichever is the later)

then paragraph 1.15 of this Third Schedule (below) shall apply in respect of such Affordable Housing Units.

1.15 Where this paragraph 1.15 applies then:

1.15.1 the Owner may at any time serve notice upon the Council stating that this paragraph 1.15 applies and providing evidence as to why despite complying with paragraph 1.10 of this Third Schedule the Owner has been unable to transfer the Affordable Housing Units to the Affordable Housing Provider, together with evidence from the Affordable Housing Provider that they are not willing to so purchase the Affordable Housing Units (if such evidence is available);

1.15.2 upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.15.1 above the Council shall consider the evidence and confirm in writing within 10 Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 1.10 of this Third Schedule the Owner has been unable to transfer the Affordable Housing Units to the Affordable Housing Provider and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement.

1.15.3 In the event that the Council confirms in writing pursuant to sub-paragraph 1.15.2 that it disagrees that that despite complying with paragraph 1.10 of this Third Schedule the Owner has been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owner may:

- (a) make a further offer to transfer the relevant Affordable Housing Units to the Affordable Housing Provider or another Affordable Housing Provider in accordance with paragraphs 1.9 and 1.10 of the Third Schedule (in which case the Owner shall be entitled to invoke the procedure set out in this paragraph 1.15 in the event that some or all of the Affordable Housing Units have still not been transferred to an Affordable Housing Provider at the end of a further period of 20 Working Days beginning with the date of the making of such an offer); or
- (b) submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 1.15.1 to 1.15.4 of this Third Schedule shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or
- (c) refer any dispute or disagreement for independent determination in accordance with Clause 12 of this Deed.

1.15.4 In the event that the Council or an Expert (as defined in Clause 12 of this Deed) confirms pursuant to this paragraph 1.15 of this Third Schedule or Clause 12 (as the context requires) that despite complying with paragraph 1.10 of this Third Schedule the Owner has been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owner shall be entitled to dispose of the relevant Affordable Housing Units as Market Dwellings free from the restrictions in this Third Schedule PROVIDED that such disposal shall be at no more than 70% (seventy per cent) of Open Market Value.

FOURTH SCHEDULE

The Owner's Covenants with the County Council

The Owner covenants with the County Council in the following terms:-

1. Primary Education Contribution

- 1.1 Within 10 Working Days of the date of grant of a Reserved Matters Approval for a Phase of Residential Development the Owner shall serve written notice upon the County Council together with a copy of the Reserved Matters Approval, requesting confirmation from the County Council of the amount of the Primary Education Contribution which is payable in respect of that Phase of Residential Development.
- 1.2 Within 20 Working Days from the date of receipt of the Owner's written notice pursuant to paragraph 1.1 of this Fourth Schedule the County Council shall confirm to the Owner in writing the amount of the Primary Education Contribution which is payable in respect of the relevant Phase of Residential Development.
- 1.3 In the event that following the date of grant of a Reserved Matters Approval for a Phase of Residential Development a further Reserved Matters Approval is issued for the same Phase of Residential Development (or part thereof) and that Reserved Matters Approval alters the Dwelling mix which formed the basis upon which the County Council calculated the amount of the Primary Education Contribution which is payable in respect of the relevant Phase of Residential Development pursuant to paragraph 1.2 then:
 - (a) The Owner shall notify the County Council in writing of the grant of the further Reserved Matters Approval in accordance with paragraph 1.1 of this Fourth Schedule above; and
 - (b) Upon receipt of the Owner's written notice pursuant to sub-paragraph 1.3(a) the County Council shall comply with paragraph 1.2 of this Fourth Schedule in respect of the further Reserved Matters Approval

and thereafter for the purposes of this paragraph 1 of this Fourth Schedule the Primary Education Contribution due in respect of the Phase of Residential Development shall be either:

- (i) (in the event that the Reserved Matters Approval which forms the basis of the calculation confirmed by the County Council pursuant to paragraph 1.2 of this Fourth Schedule is implemented) the original amount of the Primary Education Contribution confirmed by the County Council pursuant to paragraph 1.2 of this Fourth Schedule; or
- (ii) (in the event that the Reserved Matters Approval which forms the basis of the revised calculation confirmed by the County Council pursuant to sub-paragraph 1.3(b) of this Fourth Schedule is implemented) the revised amount of the Primary

Education Contribution confirmed by the County Council pursuant to sub-paragraph 1.3(b) of this Fourth Schedule.

- 1.4 The Owner shall not cause or permit the Occupation of any Dwelling within a Phase of Residential Development until 20% (twenty per cent) of the Primary Education Contribution due in respect of that Phase of Residential Development has been paid to the County Council.
 - 1.5 The Owner shall not cause or permit the Occupation of more than 25% (twenty five per cent) of the Dwellings within a Phase of Residential Development until a further 20% (twenty per cent) of the Primary Education Contribution due in respect of that Phase of Residential Development has been paid to the County Council.
 - 1.6 The Owner shall not cause or permit the Occupation of more than 50% (fifty per cent) of the Dwellings within a Phase of Residential Development until a further 30% (thirty per cent) of the Primary Education Contribution due in respect of that Phase of Residential Development has been paid to the County Council.
 - 1.7 The Owner shall not cause or permit the Occupation of more than 75% (seventy five per cent) of the Dwellings within a Phase of Residential Development until a fourth and final payment of 30% (thirty per cent) of the Primary Education Contribution due in respect of that Phase of Residential Development has been paid to the County Council.
 - 1.8 Each instalment of the Primary Education Contribution payable in accordance with paragraphs 1.4 to 1.7 of this Fourth Schedule shall be recalculated in accordance with the BCIS Indexation Factor immediately prior to payment and in each case the sum payable shall be the recalculated amount.
 - 1.9 The County Council shall use the Primary Education Contribution solely for the provision of additional Primary School places at Primary Schools within a 3 (three) mile radius of the Site the need for which arises from the Development and for the avoidance of doubt this may include the provision of a new Primary School on the Site.
2. **Secondary Education Contribution**
- 2.1 Within 10 Working Days of the date of grant of a Reserved Matters Approval for a Phase of Residential Development the Owner shall serve written notice upon the County Council together with a copy of the Reserved Matters Approval, requesting confirmation from the County Council of the amount of the Secondary Education Contribution payable in respect of that Phase of Residential Development.
 - 2.2 Within 20 Working Days from the date of receipt of the Owner's written notice pursuant to paragraph 2.1 of this Fourth Schedule the County Council shall confirm to the Owner in

writing the amount of the Secondary Education Contribution payable in respect of the relevant Phase of Residential Development.

2.3 In the event that following the date of grant of a Reserved Matters Approval for a Phase of Residential Development a further Reserved Matters Approval is issued for the same Phase of Residential Development (or part thereof) and that Reserved Matters Approval alters the Dwelling mix which formed the basis upon which the County Council calculated the amount of the Secondary Education Contribution which is payable in respect of the relevant Phase of Residential Development pursuant to paragraph 2.2 then:

- (a) The Owner shall notify the County Council in writing of the grant of the further Reserved Matters Approval in accordance with paragraph 2.1 of this Fourth Schedule above; and
- (b) Upon receipt of the Owner's written notice pursuant to sub-paragraph 2.3(a) the County Council shall comply with paragraph 2.2 of this Fourth Schedule in respect of the further Reserved Matters Approval

and thereafter for the purposes of this paragraph 2 of this Fourth Schedule the Secondary Education Contribution due in respect of the Phase of Residential Development shall be either:

- (i) (in the event that the Reserved Matters Approval which forms the basis of the calculation confirmed by the County Council pursuant to paragraph 2.2 of this Fourth Schedule is implemented) the original amount of the Secondary Education Contribution confirmed by the County Council pursuant to paragraph 2.2 of this Fourth Schedule; or
- (ii) (in the event that the Reserved Matters Approval which forms the basis of the revised calculation confirmed by the County Council pursuant to sub-paragraph 2.3(b) of this Fourth Schedule is implemented) the revised amount of the Secondary Education Contribution confirmed by the County Council pursuant to sub-paragraph 2.3(b) of this Fourth Schedule

2.4 The Owner shall not cause or permit the Occupation of any Dwelling within a Phase of Residential Development until 20% (twenty per cent) of the Secondary Education Contribution due in respect of that Phase of Residential Development has been paid to the County Council.

2.5 The Owner shall not cause or permit the Occupation of more than 25% (twenty five per cent) of the Dwellings within a Phase of Residential Development until a further 20% (twenty per cent) of the Secondary Education Contribution due in respect of that Phase of Residential Development has been paid to the County Council.

2.6 The Owner shall not cause or permit the Occupation of more than 50% (fifty per cent) of the Dwellings within a Phase of Residential Development until a further 30% (thirty per

cent) of the Secondary Education Contribution due in respect of that Phase of Residential Development has been paid to the County Council.

- 2.7 The Owner shall not cause or permit the Occupation of more than 75% (seventy five per cent) of the Dwellings within a Phase of Residential Development until a fourth and final payment of 30% (thirty per cent) of the Secondary Education Contribution due in respect of that Phase of Residential Development has been paid to the County Council.
- 2.8 Each instalment of the Secondary Education Contribution payable in accordance with paragraphs 2.4 to 2.7 of this Fourth Schedule shall be recalculated in accordance with the BCIS Indexation Factor immediately prior to payment and in each case the sum payable shall be the recalculated amount.
- 2.9 The County Council shall use the Secondary Education Contribution solely for the provision of additional Secondary School places at Secondary Schools within a 3 (three) mile radius of the Site the need for which arises from the Development.

3. Primary School Land

- 3.1 The Owner shall not cause or permit the Occupation of more than 130 Dwellings until the Owner and the County Council have confirmed and agreed in writing the precise location and boundaries of the Primary School Land.
- 3.2 Subject to the provisions of paragraphs 3.3 to 3.11 of this Fourth Schedule from the date the precise location and boundaries of the Primary School Land are confirmed and agreed pursuant to paragraph 3.1 of this Fourth Schedule above the Primary School Land shall be reserved and held by the Owner for the Reservation Period solely for the construction and operation of a Primary School and for no other purpose.
- 3.3 Subject to sub-paragraphs 3.4 to 3.8 of this Fourth Schedule, if during the Reservation Period the County Council:
 - 3.3.1 serves a written notice and evidence (in the form of either a copy of the County Council's resolution or confirmation from the Secretary of State that Academy Arrangements have been entered into (as the context requires)) upon the Owner which confirms that a Land Trigger Event has occurred; and
 - 3.3.2 delivers to the Owner a draft transfer of the freehold to the Primary School Land completed by the County Council and containing the matters set out in paragraph 3.4 of this Fourth Schedule (below)

then the Owner shall seek to agree the terms of the draft transfer and thereafter complete the freehold transfer of the Primary School Land to the County Council within 3 months of being served with such documents.

3.4 Any transfer of the Primary School Land to the County Council pursuant to sub-paragraph 3.3 of this Fourth Schedule shall:

3.4.1 provide that the consideration payable by the County Council to the Owner for the Primary School Land shall be the PSL Purchase Price;

3.4.2 ensure that the Primary School Land shall be transferred to the County Council with highways and service ducts constructed to an adoptable standard up to the boundary of the site and free from contamination (other than any naturally occurring), any adverse ground conditions preventing a normal foundation solution, or other development constraints relating to archaeology, ecology (protected species), tree preservation orders or restrictive covenants.

3.4.3 ensure that the Primary School Land shall be transferred to the County Council free from any mortgage, charge, lien or any other encumbrances.

3.4.4 grant the transferee such rights to use the roads, services and service media constructed up to the boundary of the Primary School Land pending their adoption or being taken over by the relevant authority utility company or service provider so as to be reasonably sufficient and readily available to serve the Primary School Land for its intended purpose;

3.4.5 impose a covenant upon the Primary School Land to bind the same into whatsoever hands the same may come to the effect that the Primary School Land and any part thereof shall be used solely for the purpose of a Primary School;

3.4.6 reserve all necessary rights and impose all necessary covenants to ensure that the Owner can secure the carrying out and use of the Development or any part thereof and enable the Owner to use any existing services and service media passing in or under the Primary School Land and the right to lay and use services and service media in or under the Primary School Land (but not under buildings) and to inspect (with or without vehicles, plant and/or machinery), repair, renew, cleanse and maintain the same PROVIDED THAT rights to lay services and service media and to inspect, repair, renew, cleanse and maintain the same shall be restricted during term time except in the case of an emergency; and

3.4.7 include provisions to ensure compliance with paragraphs 3.10 and 3.11 of this Fourth Schedule below.

3.5 If the County Council and the Owner are unable to agree the terms of the transfer of the Primary School Land within the 3 month period referred to in paragraph 3.3 of this Fourth

Schedule above then either party may apply for the terms to be fixed by an Expert in accordance with Clause 12 of this Deed.

3.6 Where paragraph 3.5 of this Fourth Schedule applies the County Council and the Owner agree that completion of the transfer of the Primary School Land shall take place no later than the date which is 30 Working Days from the date upon which the terms of the transfer are agreed or fixed in accordance with the provisions of paragraph 3.5 of this Fourth Schedule.

3.7 In the event that the County Council confirms to the Owner in writing at any time from the date of this Deed that the County Council no longer wishes to establish a Primary School upon the Primary School Land then all of the obligations and restrictions upon the Owner and the Primary School Land contained in this paragraph 3 of this Fourth Schedule shall cease and determine forthwith.

3.8 In the event that:

3.8.1 the Reservation Period has expired; and

3.8.2 the County Council has not served written notice upon the Owner in accordance with paragraph 3.3 of this Fourth Schedule above

then the obligations and restrictions upon the Owner and the Primary School Land contained in this paragraph 3 of this Fourth Schedule shall cease and determine forthwith.

3.9 In the event that:

3.9.1 the Primary School Land has been transferred to the County Council by the Owner in accordance with paragraphs 3.3 to 3.6 of this Fourth Schedule; and

3.9.2 the County Council has failed to let a contract for the construction of the Primary School within five years of the date of such transfer

then paragraph 3.10 of this Fourth Schedule shall apply.

3.10 Where this paragraph 3.10 applies then the Owner may at any time serve upon the County Council a written notice:

3.10.1 stating that this paragraph 3.10 of this Fourth Schedule applies; and

3.10.2 requiring the County Council to transfer the Primary School Land back to the original transferor upon the terms that:

(a) the consideration payable by the original transferor shall be the same PSL Purchase Price which was payable to the original transferor by the County Council pursuant to the original transfer pursuant to paragraph 3.3 of this Fourth Schedule; and

(b) the Primary School Land shall be transferred back to the original transferor in the same condition as it was transferred to the County Council pursuant to paragraph 3.3 of this Fourth Schedule.

- 3.11 The County Council shall complete the freehold transfer of the Primary School Land to the original transferor upon the terms set out in sub-paragraphs 3.10.2(a) and 3.10.2(b) of this Fourth Schedule (above) within 3 months of being served with written notice by the Owner in accordance with paragraph 3.10 of this Fourth Schedule and for the avoidance of doubt upon completion of such transfer the Primary School Land shall be released from all restrictions and obligations contained in this Deed.

4. Travel Plan Sum

- 4.1 Subject to paragraph 4.2 of this Fourth Schedule (below) no Dwellings shall be Occupied until the Owner has paid the Travel Plan Sum to the County Council in full.
- 4.2 Prior to payment the Travel Plan Sum shall be reduced by a sum equivalent to the amount of any sum already paid to the County Council in accordance with paragraph 2.1 of the Fourth Schedule of the Existing Agreement.
- 4.3 The County Council shall use the Travel Plan Sum solely for the supporting, promoting, monitoring and evaluating the implementation of the Travel Plan in connection with the Development.

5. Transport Contribution

- 5.1 The Owner shall not cause or permit the Occupation of more than 201 Dwellings until the Owner has paid the Transport Contribution to the County Council in full.
- 5.2 The Transport Contribution payable in accordance with paragraph 5.1 of this Fourth Schedule shall be recalculated in accordance with the BCIS Indexation Factor immediately prior to payment and the sum payable shall be the recalculated amount.
- 5.3 The County Council shall use the Transport Contribution solely for proposed works to King Street (subject to detailed scheme development and design) comprising the following key measures:
- Works to mini-roundabouts to improve pedestrian amenity and ease movement for vehicles;
 - The provision of kerb build outs to help regulate parking;
 - The relocation of parking at the key pinch point between the hotel and public houses to improve traffic flow and allow widening of narrow footways;

- Improvements to the zebra crossing
- The provision of footway crossovers
- The provision of cycle stands
- The de-cluttering of unnecessary signing, markings and improvements to street furniture
- The provision of wide granite kerbs along King Street and improved footway materials.

FIFTH SCHEDULE

Council's Covenants with the Owner

The Council hereby covenants with the Owner in the following terms:

General

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree in writing.
2. The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed within 20 Working Days of receipt of such request.
3. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

Repayment of contributions

4. The Council covenants with the Owner that it will pay to the owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this deed within five years of the date of receipt by the Council of the final instalment of such payment together with all interest accrued thereon from the date of payment to the date of refund.

SIXTH SCHEDULE

County Council's Covenants with the Owner

The County Council covenants with the Owner in the following terms:

General

1. The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree in writing.
2. The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed within 20 Working Days of receipt of such request.
3. At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
4. The County Council shall comply with its obligations in this Deed, including those obligations set out in the Fourth Schedule.

Repayment of contributions

5. The County Council covenants with the Owner that it will repay to the Owner any payment made by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this deed within five years of the date of receipt by the County Council of the final instalment of such payment together with all interest accrued thereon from the date of payment to the date of refund.

Transfer of Primary School Land

6. The County Council agrees to complete the transfer of the Primary School Land to the County Council in accordance with the provisions of paragraph 3 of the Fourth Schedule.

THE COMMON SEAL OF RIBBLE VALLEY

)

BOROUGH COUNCIL

)

was affixed in the presence of:

)

Authorised Signatory:

Mayor
R. E. Sherrin

M. H. Scott
Chief Executive



1404

THE COMMON SEAL OF LANCASHIRE

)

COUNTY COUNCIL

)

was affixed in the presence of:

Authorised Signatory:

Laura Salf



22797

EXECUTED AS A DEED by ALAN COATES)

in the presence of:)

..... *Al Coates*

Witness Signature:

..... *G. Hoelf*

Witness Name:

..... *GARY HOELTY*

Witness Occupation:

..... *CHARTERED SURVEYOR*

Witness Address:

..... *13 FELLS VIEW*
..... *BILLINGTON*
..... *CLITHEROE*
..... *BB7 9LR*

EXECUTED AS A DEED by PETER COATES)

in the presence of:)

..... *P. Coates*

Witness Signature:

..... *G. Hoelf*

Witness Name:

..... *GARY HOELTY*

Witness Occupation:

..... *CHARTERED SURVEYOR*

Witness Address:

..... *13 FELLS VIEW*
..... *BILLINGTON*
..... *CLITHEROE*
..... *BB7 9LR*