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**Planning Obligation by Deed of Agreement under Section
106 of the Town and Country Planning Act 1990
relating to the development of land off Chatburn Old Road,
Chatburn, Clitheroe**

THIS AGREEMENT is made the XXXX day of XXXX

2014

BETWEEN

- (1) RIBBLE VALLEY BOROUGH COUNCIL of Council Offices, Church Walk, Clitheroe, BB7 2RA ('the Council')
- (2) LANCASHIRE COUNTY COUNCIL of P O Box 78, County Hall, Preston, PR1 8XJ ('the County Council')
- (3) JJ Homes NW LLP, PO Box 9422, Sleaford, Lincs, NG34 4DB ('the Owner')

RECITALS

- A The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- B Both the Council and the County Council are therefore local planning authorities for the purposes of section 106 of the Act.
- C The County Council is the local highway authority and the county planning authority and the education authority for the area in which the Site is situated.
- D The Owner is the freehold owner of the Site as set out in Schedule 1.
- E The Owner has submitted the Application to the Council and the Parties have agreed to enter into it in order to secure the planning obligations contained in it.
- F 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.
- G The Council resolved on the XXXXXX to grant the Planning Permission subject to the prior completion of this deed.

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

1.1 Definitions

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

- 1.1.1 'the 1990 Act' means the Town and Country Planning Act 1990,
- 1.1.2 'Affordable Housing' has the meaning given to it in Annex 2 of the NPF,
- 1.1.3 'the Affordable Housing Units' means the 2 x two bedroom dwellings and 1 x three bedroom dwelling in the village of Chatburn which will be purchased by the 'Owner'

and which the 'Owner will make available for rent at a price that will be determined by reference to the local housing allowance to a qualifying category of occupier; and 'an Affordable Housing Unit' shall be construed accordingly.,

- 1.1.4 'the Applicant' shall mean a person applying to the Owner for a Rental Agreement of a Unit and in assessing an Applicant's application and eligibility for a Rental Agreement of a Unit all due regard shall be given to the Applicant's intended household,
- 1.1.5 'the Application' means the application for planning permission for the Development dated the XXXX submitted to the Council and allocated reference number XXXX,
- 1.1.6 'Approved Person' means a person who meets the Qualifying Criteria,
- 1.1.7 '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),
- 1.1.8 'BCIS Indexation Factor' means the recalculation of the amount of an instalment of the Primary Education Contribution payable pursuant to the Fourth Schedule in accordance with the following formula:
- 1.1.9 $A \times B/C = D$
- 1.1.10 Where:
- 1.1.11 A = the sum payable under this deed
- 1.1.12 B = the figure shown in BCIS for the period immediately prior to the date of payment under this agreement
- 1.1.13 C = the figure shown in BCIS for the period last published before the date of this deed

- 1.1.14 D = the recalculated sum payable under this deed
- 1.1.15 'Borough' means the Borough of Ribble Valley.
- 1.1.16 'the Commencement of Development' means for the purposes of this deed only 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 pursuant to the planning permission other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, site preparation including earthworks, 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.
- 1.1.17 'Contributions' means the Education Contribution,
- 1.1.18 'the Date of Practical Completion' means the date of issue of a certificate of practical completion by the Owner's architect or, if the Development is constructed by a party other than the Owner, by that other party's architect,
- 1.1.19 'the Development' means the development of the Site with 10 Dwellings pursuant to the Planning Permission,
- 1.1.20 'a Dwelling' means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly,
- 1.1.21 'the Education Contribution' means the sum set out in Schedule 4,
- 1.1.22 'Financial Need' means an Applicant whose means are not reasonably sufficient to enable him/her to buy or rent a suitable property in the Locality or the Neighbouring Parish which is reasonably convenient and suitable for the Applicant,
- 1.1.23 'Financial Need Criteria' means:

(a) that the Applicant cannot afford to rent suitable accommodation on the open market in the Locality or the Neighbouring Parish; or

(b) no suitable alternative affordable accommodation is available in the Locality of the Neighbouring Parish on the open market,

1.1.24 'Homes and Communities Agency' means the Homes and Communities Agency or its statutory successors,

1.1.25 'the Housing Corporation' means the Housing Corporation as defined in Section 56 of the Housing Act 1996 or its statutory successors,

1.1.26 'Independent Valuer' means an independent chartered surveyor with not less than 10 years post-qualification experience in the valuation of land and developments for use as permitted by the Planning Permission who shall be appointed by the Owner and the Council or in default of agreement within 7 working days of either party seeking the agreement of the other, to an appointment at the request of the Owner or the Council by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors,

1.1.27 'Interest' means interest at 1% above the base lending rate of The Royal Bank of Scotland plc from time to time,

1.1.28 'the Locality' means the parish of Chatburn,

1.1.29 'the Local Housing Allowance' means the Local Housing Allowance rates for the Council from time to time or any statutory replacement thereof,

1.1.30 'Living' means those currently living in the Locality, Neighbouring Parish of Borough (as applicable),

1.1.31 'the Market Housing Units' means the 10 dwellings constructed under the development subject of the planning permission, which is general market housing for sale on the open market and which is not Affordable Housing,

- 1.1.32 '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.
- 1.1.33 'Neighbouring Parish' means the parishes which have a neighbouring common boundary with the Locality,
- 1.1.34 'Next of Kin' means mother, father, brother, sister or adult dependant children,
- 1.1.35 'Nominated Officer' means the Council's Housing Strategy Officer or such other officer of the Council as may from time to time be nominated by the Council to act in his place,
- 1.1.36 'Nomination Process' means the process of nominating an Approved Person as set out in Schedule 3,
- 1.1.37 'Notice' means a written notice from the Owner to the Council confirming that the Owner intends to market for sale Shared Ownership Units and in which the Owner invites the Council to agree the Open Market Value of the Shared Ownership Units,
- 1.1.38 'Occupation' 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.
- 1.1.39 'the Plan' means the plan attached to this deed numbered XXXX,
- 1.1.40 'the Planning Permission' means the planning permission issued by the Council.
- 1.1.41 '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.

1.1.42 'Primary Education Contribution' means a sum calculated in accordance with the following formula:

1.1.43 $A \times (B - C) = D$

1.1.44 Where:

1.1.45 $A = \text{£XXXX}$

1.1.46 $B =$ Existing Surplus Places within the catchment of the development

1.1.47 $C=$ The number of primary school places yielded by the development as determined by applying the Standard Primary Yield to the mix of dwellings as confirmed by the relevant Reserved Matters Approval.

1.1.48 $D =$ The Primary Education Contribution due in respect of the Development (£)

1.1.49 'Qualifying Criteria' means priority in which an Applicant will be allocated a Rental Agreement of a Rented Unit being first in priority order:

- (a) those currently Living in the Locality for more than 10 years;
- (b) those currently Living in the Locality and have done so continually for between 5 to 10 years;
- (c) those currently Living in the Locality and have done so continually for a minimum of 12 months or
- (d) those currently Working in the Locality to which they have applied for accommodation;
- (e) those Returning to the Locality;
- (f) those currently Living in a Neighbouring Parish for more than 10 years;
- (g) those currently Living in a Neighbouring Parish and have done so for between 5 to 10 years;

- (h) those currently living in a Neighbouring Parish and have done so continually for a minimum of 12 months;
- (i) those currently Working in a Neighbouring Parish to which they have applied for accommodation;
- (j) those Returning to the Neighbouring Parish;
- (k) those currently Living in the Borough for more than 10 years;
- (l) those currently Living in the Borough and have done so continually for between 5 to 10 years;
- (m) those currently living in the Borough and have done so continually for a minimum of 12 months;
- (n) those Working in the Borough;
- (o) those Returning to the Borough; and finally
- (a) (p) those who are able to justify a requirement for accommodation in the Borough,

1.1.50 'Rented Units' are Units which are available for rent only,

1.1.51 'Reserved Matter' means any one of 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.

1.1.52 '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.

1.1.53 'Returning' means persons who at least one of the adult Applicants have Next of Kin who currently live in the Locality, Neighbouring Parish or Borough (as applicable),

1.1.54 'Secondary Education Contribution' means a sum calculated in accordance with the following formula:

1.1.55 $A \times (B - C) = D$

1.1.56 Where:

1.1.57 $A = \text{£XXXX}$

1.1.58 $B =$ Existing Surplus Places within the catchment of the development

1.1.59 $C =$ The number of secondary school places yielded by the development as determined by applying the Standard Secondary Yield to the mix of dwellings as confirmed by the relevant Reserved Matters Approval.

1.1.60 $D =$ The Secondary Education Contribution due in respect of the Development (£)

1.1.61 'Shared Ownership Lease' means a lease of a Shared Ownership Unit that contains with it a Right of Pre-Emption and Shared Ownership Leases shall be construed accordingly,

1.1.62 'a Shared Ownership Unit' means a unit of Affordable Housing in respect of which a Shared Ownership Lease is granted by the RSL to an Approved Person and Shared Ownership Unit shall be construed accordingly,

1.1.63 'the Site' means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1,

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

1.1.65 No of Bedrooms in Dwelling	1.1.66 Yield - Primary
1.1.67 1	1.1.68 0.01

1.1.69	2	1.1.70	0.07
1.1.71	3	1.1.72	0.16
1.1.73	4	1.1.74	0.38
1.1.75	5	1.1.76	0.44

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

1.1.77	No of Bedrooms in Dwelling	1.1.78	Yield - Primary
1.1.79	1	1.1.80	0.00
1.1.81	2	1.1.82	0.03
1.1.83	3	1.1.84	0.09
1.1.85	4	1.1.86	0.15
1.1.87	5	1.1.88	0.23

1.1.66 'Units' means the Affordable Housing Units and 'a Unit' shall be construed accordingly,

1.1.67 'Working' means a person who is permanently employed or self employed for a minimum of 18 hours per week paid or unpaid in the Locality, Neighbouring Parish or Borough (as applicable),

1.1.68 'Working Days' means any day of the week excluding Saturdays, Sundays and 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 falls 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 that 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 respective 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 planning obligation is made pursuant to the 1990 Act Section 106.

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

3 Conditions, duration and enforcement

3.1 Conditions precedent

This deed is conditional upon:

3.1.1 the grant of the Planning Permission, and

3.1.2 the Commencement of Development

save for the provisions of clause 6, 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 Owner, it is modified by any statutory procedure or expires before the Commencement of 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.

3.4 Non-enforcement

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

3.4.1 any 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,

3.4.2 the Owner after he has disposed of his interest in the Site, or in the event of a disposal of part, in the part disposed of, other than disposal of an interest in the nature of an easement or the benefit of a restriction or similar, but not so as to release the Owner from any antecedent breach, non-performance or non-observance of his obligations,

4 Owner's covenants

4.1 The Owner covenants with the Council as set out in Schedule 3.

4.2 The Owner covenants with the County Council as set out in Schedule 4.

5 Planning authority covenants

5.1 The Council covenants with the Owner as set out in Schedule 5.

5.2 The County Council covenants with the Owner as set out in Schedule 6.

6 Provisions of immediate effect

6.1 On completion of this deed the Owner shall pay to the Council and the County Council the reasonable legal costs incurred in the negotiation, preparation and execution of this deed of no more than £330 and £200 respectively.

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

6.3 The Owner agrees with the Council to give the 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.

7 Notices

7.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

7.2 The address for any notice or other written communication shall be within the United Kingdom.

7.3 A notice or communication shall be served or given:

7.3.1 on the Owner at JJ Homes NW LLP, PO Box 9422, Sleaford, Lincs, NG34 4DB

7.3.2 on the Council at Church Walk, Clitheroe, Lancashire BB7 2RA or such other address as shall be notified in writing to the Owner from time to time, marked for the attention the Housing Strategy Officer, and

7.3.3 on the County Council at PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ or such other address as shall be notified in writing to the Owner from time to time, marked for the attention of The Executive Director for Children and Young People

8 Local land charge

8.1 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.

8.2 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.

9 Jurisdiction and legal effect

9.1 This deed shall be governed by and interpreted in accordance with the law of England and Wales.

9.2 The Courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising or related to this Undertaking.

9.3 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.

9.4 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.

- 9.5 Subject to clause 9.8, if any dispute arises relating to or arising out of the terms of this agreement, any party (which for the purposes of this clause 9.5 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 9.5. 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.
- 9.5.1 For the purposes of this clause 9.5 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.
- 9.5.2 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 9.5.3.
- 9.5.3 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.
- 9.5.4 The Specialist is to act as an independent expert and:
- 9.5.5 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
- 9.5.6 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;

- 9.5.7 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;
- 9.5.8 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;
- 9.5.9 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
- 9.5.10 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 9.5.11 Responsibility for the costs of referring a dispute to a Specialist under this clause 9, 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.
- 9.5.12 This clause 9 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.
- 10 Interest and VAT
- 10.1 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.
- 10.2 All consideration given in accordance with the terms of this deed shall be exclusive of any value added tax properly payable.
- 11 Contributions
- 11.1 In the event that any of the Contributions shall not have been expended or contractually committed to be spent then on expiry of a five year period (to be calculated from the date that the final instalment of the Contributions is paid to the Council or the County Council) the Contributions or the balance thereof (if any)

together with all interest accrued upon such balance (if any) as may have arisen thereon shall be promptly repaid to the Owner identified in this document.

11.2 IN WITNESS whereof the parties hereto have executed as a Deed and set their hands and/or seals the day and year first before written

SCHEDULE 1

The Owner and Second Owner's Title and Site Description

All that freehold land registered at HM Land Registry under title number XXXX known as land forming part of Land at Chatburn Old Road, Chatburn, Clitheroe, and shown edged red on the Plan.

SCHEDULE 2

Draft Planning Permission

(where available insert details or attach a copy of the draft planning permission)

SCHEDULE 3

The Owner's Covenants with the Council

The Owner hereby covenants and undertakes to the Council and the County Council that in the event of the Planning Permission being granted and upon commencement of Development it will comply with the following obligations:

1 Progress of development

The Owner gives written notice to the Council (via the Nominated Officer) within 15 Working Days of:

1.1 the Commencement of Development

1.2 the first Occupation of a Dwelling

2 Affordable Housing

2.1 The site owner will develop ten open market dwellings on the application site and will deliver the affordable rental units as follows:

The site owner will purchase and bring up to an appropriate standard 2 x two bedroom dwellings and 1 x three bedroom dwelling in the village of Chatburn and will make them available for rent at a price that will be determined by reference to the local housing allowance to a qualifying category of occupier see paragraph 2.3 below.

The first affordable dwelling will be provided and available for occupation prior to occupation of the fourth open market dwelling on the application site.

The second affordable dwelling will be provided and available for occupation prior to occupation of the seventh open market dwelling on the application site.

The third affordable dwelling will be provided and available for occupation prior to occupation of the tenth open market dwelling on the application site.

- 2.2 The Owner grants nomination rights in respect of the affordable units and lettings will be to approved persons nominated by the Council in accordance with the Council's allocations policy
- 2.3 Approved persons are detailed below in priority order:
- (a) those currently living in the parish of Chatburn (Locality) for more than 10 years or currently living in the Locality and have done so continually for between 5 to 10 years or those currently living in the Locality and have done so continually for a minimum of 12 months or;
 - (d) those currently permanently employed and working in the Locality to which they have applied for accommodation; secondly
 - (c) those Returning to the Locality; thirdly
 - (d) those currently living in the Parish of Grindleton, West Bradford, Worston, Downham or Sawley ("a Neighbouring Parish") for more than 10 years or currently living in a Neighbouring Parish and have done so for between 5 to 10 years or those currently living in a Neighbouring Parish and have done so continually for a minimum of 12 months or
 - (e) those currently permanently employed and working in a Neighbouring Parish to which they have applied for accommodation; fourthly
 - (f) those currently living in the Borough of Ribble Valley for more than 10 years and those who have done so continually for between 5 to 10 years or those currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months
 - (g) those permanently employed and working 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 and finally
 - (h) any other person.

SCHEDULE 4

The Owner's Covenants with the County Council

The Owner hereby covenants and undertakes to the Council and the County Council that in the event of the Planning Permission being granted and upon commencement of Development it will comply with the following obligations:

1. Primary Education Contribution
 - 1.1 Within 10 Working Days of the date of grant of a Reserved Matters Approval for the 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 payable in respect of the 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 payable in respect of the Development.
 - 1.3 The Owner shall not cause or permit the Occupation of more than 30% (thirty per cent) of the Dwellings within the Development until 40% (forty per cent) of the Primary Education Contribution due in respect the Development has been paid to the County Council.
 - 1.4 The Owner shall not cause or permit the Occupation of more than 50% (fifty per cent) of the Dwellings within the Development until a further 30% (thirty per cent) of the Primary Education Contribution due in respect of the Development has been paid to the County Council.
 - 1.5 The Owner shall not cause or permit the Occupation of more than 80% (eighty per cent) of the Dwellings within the Development until a third and final payment of 30% (thirty per cent) of the Primary Education Contribution due in respect of the Development has been paid to the County Council.
 - 1.6 Each instalment of the Primary Education Contribution payable in accordance with paragraphs 1.3 to 1.5 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.

1.7 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. Where it is not possible to provide the places within 3 miles the County Council shall provide evidence to demonstrate that the Primary Education Contribution is addressing the direct impact of this development.

2. Secondary Education Contribution

2.1 Within 10 Working Days of the date of grant of a Reserved Matters Approval for the 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 the 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 Development.

2.3 The Owner shall not cause or permit the Occupation of more than 30% (thirty per cent) of the Dwellings within the Development until 40% (forty per cent) of the Secondary Education Contribution due in respect of the Development has been paid to the County Council.

2.4.1 The Owner shall not cause or permit the Occupation of more than 50% (fifty per cent) of the Dwellings within the Development until a further 30% (thirty per cent) of the Secondary Education Contribution due in respect of the Development has been paid to the County Council.

2.4.2 The Owner shall not cause or permit the Occupation of more than 80% (eighty per cent) of the Dwellings within the Development until a third and final payment of 30% (thirty per cent) of the Secondary Education Contribution due in respect of the Development has been paid to the County Council.

2.4.3 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.

2.7 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. Where it is not possible to provide the places within 3 miles the County Council shall provide evidence to demonstrate that the Secondary Education Contribution is addressing the direct impact of this development

SCHEDULE 5

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.

SCHEDULE 6

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.

THE COMMON SEAL of

RIBBLE VALLEY BOROUGH COUNCIL

was hereunto affixed to this Deed in the presence of:

Authorised Signatory

THE COMMON SEAL of

LANCASHIRE COUNTY COUNCIL

was hereunto affixed to this Deed in the presence of:

Authorised Signatory

SIGNED as a DEED by

Mr. R Jackson for JJ Homes NW LLP

in the presence of:

.....

Witness Signature

.....

Witness Name

.....

.....

Witness Address

.....

Witness Occupation