

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

THIS AGREEMENT is made the 27th day of May 2015

BETWEEN

- (1) **RIBBLE VALLEY BOROUGH COUNCIL of Council Offices, Church Walk,
Clitheroe, BB7 2RA ("the Council")**
- (2) **RONALD JACKSON of Low Park Barn, Aveland Way, Sleaford,
Lincolnshire, NG34 0HF ("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 The Owner is the freehold owner of the Site as is edged red on the Plan.**
- C 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.**
- D 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.**
- E The Council has agreed 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 NPPF,

1.1.3 "Affordable Housing Contribution"

means the sum of £206,367 (calculated as three properties £68,789 per property) and shall be paid to the Council in 3 equal phased payments the first payment to be made on occupation of the third Dwelling on the Site the second payment to be made on the occupation of the sixth Dwelling on the Site and the third payment to be made on the occupation of the ninth Dwelling on the Site such payments are to facilitate the provision of off site affordable housing such sum is calculated on the basis that 30% of the dwellings on the site would be Affordable Housing and that the difference between the sum of the Open Market Value of the Market Housing Units and what a Registered Provider would offer to purchase the affordable dwellings on the site to be paid to the Council in lieu of Affordable Housing Units on the Land, for the purpose of addressing housing needs in Chatburn or elsewhere within the Council's area of the Borough.

1.1.4 'the Application' means the application for planning permission for the Development submitted to the Council on 16 July 2014 and allocated reference number 3/2014/0618,

1.1.5 'Borough' means the Borough of Ribble Valley.

1.1.6 '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,

- 1.1.7 '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,
- 1.1.8 'the Development' means the development of the Site pursuant to the Planning Permission,
- 1.1.9 '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,
- 1.1.10 'Homes and Communities Agency' means the Homes and Communities Agency or its statutory successors,
- 1.1.11 'the Housing Corporation' means the Housing Corporation as defined in Section 56 of the Housing Act 1996 or its statutory successors,
- 1.1.12 '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 First 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 First Owner or the Council by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors,
- 1.1.13 'Interest' means interest at 1% above the base lending rate of The Royal Bank of Scotland plc from time to time,
- 1.1.14 'the Market Housing Units' means that part of the Development which is general market housing for sale on the open market
- 1.1.15 '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.

- 1.1.16 '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,**
- 1.1.17 '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.**
- 1.1.18 'Open Market Value' means the best price at which the sale of the freehold interest in the Market Housing Unit (together with any rights easements provisions covenants and other matters benefitting it but subject to any incumbrances restrictions stipulations or covenants which may affect it and which will still subsist and are capable of taking effect) would have been completed unconditionally for cash consideration by private treaty with vacant possession on completion of the sale assuming:**
- 1.1.18.1 a willing seller; and**
- 1.1.18.2 that there had been a reasonable period (having regard to the nature of the Market Housing Unit and the state of the market) for the proper marketing of the interest the agreement of price and terms and the completion of the sale; and**
- 1.1.18.3 that no account is taken of any additional bid by a buyer with a special interest; and**
- 1.1.18.4 that both parties to the transaction had acted knowledgeably prudently and without compulsion**
- 1.1.18.5 "Party or Parties" means the parties to this Agreement**
- 1.1.19 'the Plan' means the plan attached to this deed,**
- 1.1.20 'the Planning Permission' means the planning permission issued by the Council.**
- 1.1.21 '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.**

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

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 the successors to their statutory functions.

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

2 Legal basis

2.1 This 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 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.

4 Owner's covenants

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

5 Planning authority covenants

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

6 Provisions of immediate effect

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

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.

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.

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 Agreement.

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 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 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) 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.

9.6 The Specialist is to act as an independent expert and:

9.6.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

9.6.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

9.6.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

9.6.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

9.6.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

9.6.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

9.7 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.

9.8 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

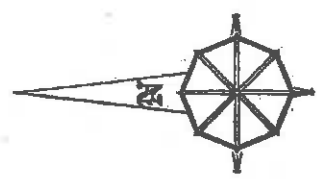
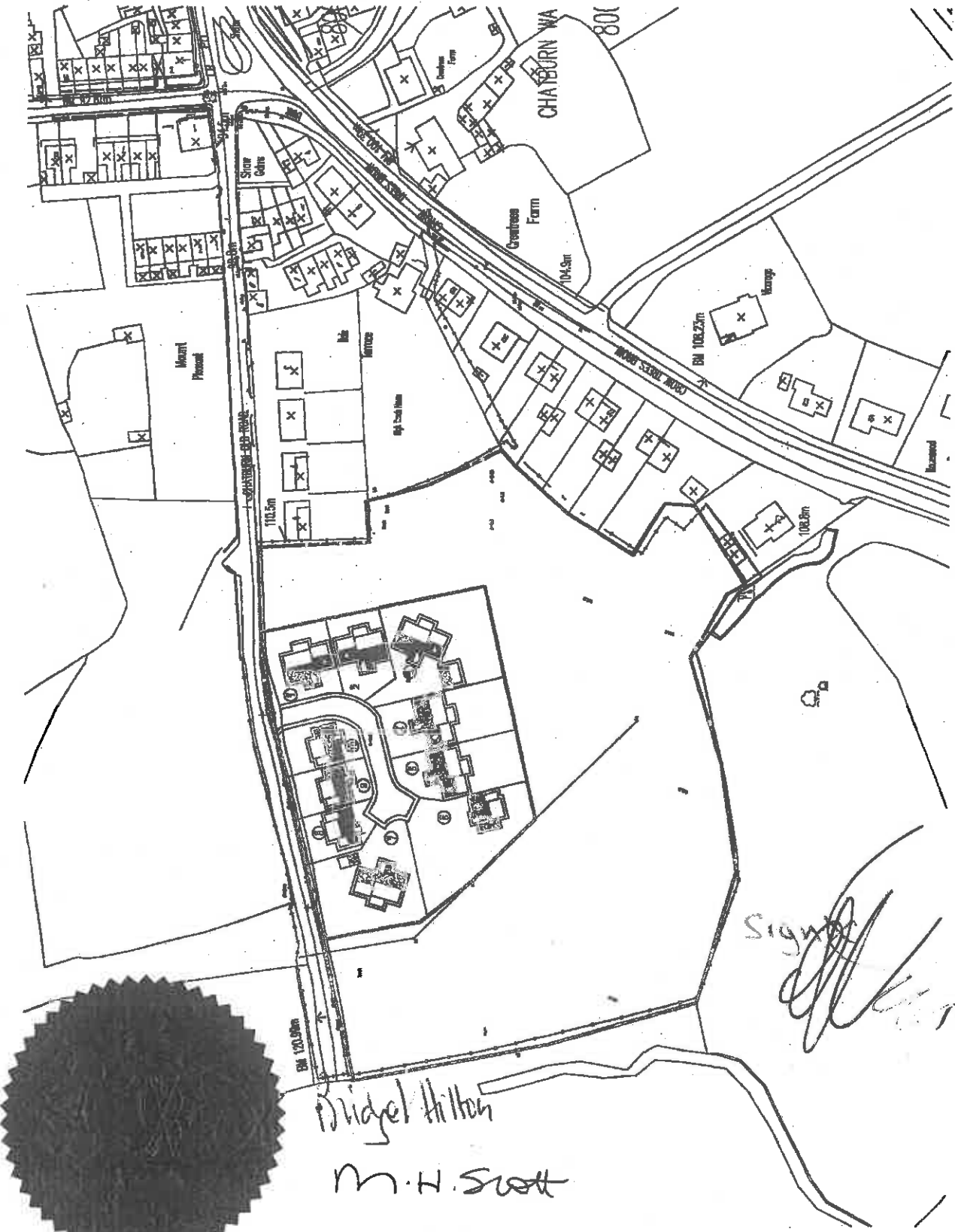
10.1 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the date of payment.

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 each Instalment of the Contributions is paid to the 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.

Proposed residential development at land off
 Chatburn Old Road, Chatburn, Clitheroe, BB7 4QG ~



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Notes:
 All work to be carried out to the latest current British standards. Codes of Practice and recognised working practices.
 All work and materials should comply with Health and Safety legislation.
 All dimensions are in millimetres unless otherwise stated.
 The contractor should check and verify all dimensions as work proceeds and notify the architect of any discrepancies.
 Do not scale off the drawings. If in doubt ask.

Gary Hooley Associates
 Gary Hooley Associates Chartered Surveyors
 Suite 8 - Grandison Business Centre
 The Spinnery
 Clitheroe
 Lancashire BB7 4DH
 T: 01200 446700
 Email: info@ghaonline.co.uk

Project: (No: J0605/1615/06)
 Proposed residential development at land off
 Chatburn Old Road
 Chatburn
 Clitheroe
 BB7 4QG

Title: Planning Drawings - Proposed Location Plan
Drawing No: J0605/1615/07
Drawn: PF
Client: Mr R Jackson

Date: March 2014
Scale: 1:1250 @ A3
Amendments:

Migel Hilton
 M.H. Swift

Signature

Proposed Location Plan - 1:1250

13. Exclusion of Liability

No planning obligations contained in this agreement shall be binding on the Owner of any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or land held by any of the statutory utilities for their operational purposes.

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's Title and Site Description

All that freehold land registered at HM Land Registry under title number LA907056 known as 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 and any conservation area or listed building consent)

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 425111 Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2014/0618

DECISION DATE: DRAFT

DATE RECEIVED: 16/07/2014

APPLICANT:
J-J Homes (NW) LLP
c/o Agent

AGENT:
Gary Hoerty Associates
Suite 9
Grindleton Business Centre
The Spinney
Grindleton
BB7 4DH

DEVELOPMENT Erection of 10 dwellings
PROPOSED:

AT: Land off Chatburn Old Road Chatburn

Ribble Valley Borough Council hereby give notice that **permission has been granted** for the carrying out of the above development in accordance with the application plans and documents submitted subject to the following condition(s):

- 1.** The development must be begun no later than the expiration of three years beginning with the date of this permission.

REASON: Required to be imposed in pursuance to Section 91 of the Town and Country Planning Act 1990.

- 2.** This permission shall relate to the development as shown on drawing no. Jac/605/1615/06 rev A, Jac/605/161503a, Jac/605/1615/01 rev A, Jac/605/1615/04 rev A, Jac/605/1615/05 Jac/605/1615/02 Jac/605/1615/07.

REASON: For the avoidance of doubt and to clarify which plans are relevant and to ensure that the development is carried out in accordance with the approved plans.

- 3.** Precise specifications or samples of walling, roofing and window/door framing materials including their colour and texture shall have been submitted to and approved in writing by the Local Planning Authority before their use in the proposed works.

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality in accordance with Policy DMG1 of the Ribble Valley Core Strategy (Adoption Version).

P.T.O.

4. No development shall take place until details of the provisions to be made for building dependent species of conservation concern, artificial bird nesting boxes and artificial bat roosting sites for that phase have been submitted to, and approved in writing by the Local Planning Authority. The details shall be submitted on a dwelling/building dependent bird/bat species development site plan and include details of plot numbers and the numbers of artificial bird nesting boxes and artificial bat roosting site per individual building/dwelling and type. The details shall also identify the actual wall and roof elevations into which the above provisions shall be incorporated. The artificial bird/bat boxes shall be incorporated into those individual dwellings/buildings during the actual construction of those individual dwellings/buildings identified on the submitted plan before each such dwelling/building is first brought into use, unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of biodiversity and to enhance nesting/roosting opportunities for species of conservation concern and reduce the impact of development in accordance with Policies DMG1 and EN4 of the Ribble Valley Core Strategy (Adoption Version).

5. The development hereby permitted shall not be commenced until full details of the proposed landscaping have been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall indicate, as appropriate, the types and numbers of trees and shrubs, their distribution on site, their maturity at the time of planting, those areas to be seeded, turfed, paved or hard landscaped, including details of any changes of level or landform.

The approved landscaping scheme shall be implemented in the first planting season prior to commencement of the development unless otherwise agreed by the Local Planning Authority, whether in whole or part and shall be maintained thereafter for a period of not less than 15 years to the satisfaction of the Local Planning Authority. This maintenance shall include the replacement of any tree or shrub which is removed, or dies, or is seriously damaged, or becomes seriously diseased, by a species of similar size to those originally planted.

REASON: In the interests of the amenity of the area and to comply with Policies DMG1, EN2 and DME3 of Ribble Valley Core Strategy (Adoption Version).

6. Notwithstanding any indication on the approved plans, no development approved by this permission shall commence until a scheme for the disposal of foul and surface waters for the entire site has been submitted to and approved in writing by the Local Planning Authority. For the avoidance of doubt, surface water must drain separate from the foul and no surface water will be permitted to discharge directly or indirectly into existing sewerage systems. The development shall be completed, maintained and managed in accordance with the approved details.

REASON: To prevent the increased risk of flooding, both on and off site. In accordance with Policies EN2, EN4, DME2 and DME3 Ribble Valley Core Strategy (Adoption Version).

7. Notwithstanding the details shown on the submitted plans, the proposed driveway/hard surfacing to the front of the property shall be constructed using permeable materials on a permeable base, or provision shall be made to direct run-off water from the hard surface to a permeable or porous area or surface within the boundaries of the property (rather than to the highway), unless otherwise agreed to in writing by the Local Planning Authority.

REASON: In the interests of Highway Safety and to prevent flooding. In accordance with Policies EN2, EN4, DME2 and DME3 of the Ribble Valley Core Strategy (Adoption Version).

P.T.O.

8. No part 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
- 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 DMG1 of the Ribble Valley Core Strategy (Adoption Version).

9. The new estate road shall be constructed in accordance with the Lancashire county Council specification for Construction of Estate Roads to at least a base course level before any development takes place within the site.

REASON: To ensure satisfactory access provided to the site before the development hereby permitted becomes operative.

10. No development shall take place unless and until a suitable mechanism has been entered into and completed, to deliver the planning obligations pursuant to the grant of Planning Permission reference 3/2013/0771.

REASON: In order that the Local Planning Authority may ensure that the appropriate planning obligations are secured in accordance policies DMI1 and DMH1 of the Ribble Valley Core Strategy (Adoption Version).

11. No development shall take place until a scheme to secure at least 10% of the energy requirements of the development hereby permitted from renewable or low carbon energy sources, with a timetable for implementation, has been submitted to and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved scheme and retained thereafter at all times in accordance with the approved scheme. Any solar panels installed as part of this scheme shall be removed after a period of 25 years from the date of electricity first being generated.

REASON: To allow the energy needs of the development to be partially generated on site to reduce reliance on the grid in accordance with Key Statements EN2 and EN3 and Policies DMG1 and DME5 of the Ribble Valley Core Strategy (Adopted Version) and the National Planning Policy Framework.

P.T.O,

12. Prior to commencement of development precise details of the junction improvements at Ribble lane and Chatburn Old Road shall be submitted to and approved in writing by the Local Planning Authority. No part of the development hereby approved shall be occupied until the junction improvements have been implemented in full.

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality in accordance with Policy DMG1 of the Ribble Valley Core Strategy (Adoption Version). The applicant is advised that this should relate to plans D1350-04 Rev C submitted under 3/2011/0025.

13. No part of the development approved by this permission shall be occupied until a scheme for the off-site highway works, including timescales for implementation for each phase, has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved details.

REASON: In the interests of highway safety and to mitigate the impacts of the development in accordance with Policies EN2, DMG1, DMI2 and DMG3 of the Ribble Valley Core Strategy (Adopted Version).

14. This permission shall comply with the Noise Assessment report dated 23/05/14 and in particular the mitigation measures in Paragraph 11.1.1 and these shall be carried and remain in that manner prior to occupation of any of the dwellings hereby approved.

REASON: In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality in accordance with Policy DMG1 of the Ribble Valley Core Strategy (Adoption Version).

15. Notwithstanding the details shown on the submitted plan in relation to boundary treatment and fencing, further details shall be submitted and approved in writing by the Local Planning Authority. In relation to the frontage development, notwithstanding the Town and Country Planning (General Permitted Development) (England) Order 2015 no fencing above 1m shall be erected without prior consent from the Local Planning Authority.

REASON: In the interests of visual amenity and to comply with Policy DMG1 of the Core Strategy Adopted Version.

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission 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.
3. The applicant is advised that the off-site highway works are likely to be the subject of a Section 278 Highway agreement.
4. This permission should be read in conjunction with the Section 106 Agreement signed.....

JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES

SCHEDULE 3

The Owner Covenants with the Council

The Owner hereby covenants with the 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 shall:

1.1 give written notice to the Council within 15 Working Days of the Commencement of Development

1.2 give written notice to the Council within 15 Working Days of the first Occupation of a Dwelling

2 Affordable Housing Contribution Calculation

2.1 build the Market Housing Units in accordance with *the Planning Permission*; and

2.2 pay the Affordable Housing Contribution to the Council in 3 equal phased payments the first payment to be made on occupation of the third Dwelling on the Site the second payment to be made on the occupation of the sixth Dwelling on the Site and the third payment to be made on the occupation of the ninth Dwelling on the Site

2.3 Not dispose of *dispose of more than three dwellings before making the first payment of the Affordable Housing Contribution to the Council*; not to dispose of more than six dwellings before making the second payment of the Affordable Housing Contribution to the Council and not to dispose of more than nine dwellings before making the third payment of the Affordable Housing Contribution to the Council

SCHEDULE 4

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 or committed for expenditure 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.**

THE COMMON SEAL of
RIBBLE VALLEY BOROUGH COUNCIL
was hereunto affixed to this Deed in the presence of:



1532

Mayor *Bridget Hilton*

Chief Executive *M.H. Scott*

SIGNED as a DEED by

RONALD JACKSON

[Handwritten signature of Ronald Jackson]
x

in the presence of:

x *Edwards*

Witness Signature

x *SHARON EDWARDS*

Witness Name

x *18 HARTINGTON CLOSE*

GRANTHAM, Lincs, NG31 7FX

Witness Address

x *ACCOUNTANT*

Witness Occupation

