

(1) MARTIN RANDLE KAY and ANNA RANDLE DIXON

and

(2) DAVID PAKER ROBINSON and TIMOTHY DUERDEN ROBINSON

and

(3) REDROW HOMES LIMITED

and

(4) RIBBLE VALLEY BOROUGH COUNCIL

and

(5) LANCASHIRE COUNTY COUNCIL

**Planning Agreement
under Section 106 of the Town and Country Planning Act 1990
reference number [TBA]**

**in respect of
Land at
Whiteacre Lane
Barrow
Clitheroe
Lancashire
BB7 9BJ**



Redrow Homes Ltd
Redrow House
St David's Park
Flintshire
CH5 3RX

NR/SJS/W659
V1 28 August 2014

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DATE

2014

BETWEEN

- (1) **MARTIN RANDLE KAY** of Church Farm Thornham Parva Eye Suffolk IP23 8EY and **ANNA RANDLE DIXON** of 89 Ellerton Road London SW18 3NH (**“the First Owner”**); and
- (2) **DAVID PARKER ROBINSON** and **TIMOTHY DUERDEN ROBINSON** both of 274 Lillydale Road, Young Siding. 6330 Albany Western Australia (**“the Second Owner”**); and
- (3) **REDROW HOMES LIMITED** (Co.Regn. No. 01990710) whose registered office is at Redrow House, St David’s Park Flintshire CH5 3RX (**“the Developer”**); and
- (4) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (**“the Council”**); and
- (5) **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (**“the County Council”**)

NOW THIS DEED WITNESSETH AS FOLLOWS

1. DEFINITIONS

In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

“Act”	means the Town and Country Planning Act 1990 as amended or any statute amending or modifying repealing or re-enacting the same for the time being in force.
“Affordable Dwellings”	means Affordable Housing comprising 7 no. two bed bungalows to be available to purchase by an Approved Person at the Discount Price
“Affordable Housing”	means subsidised housing that will be available to persons who cannot afford to buy housing generally available on the open market
“Application”	means the application for outline planning permission dated [] 2014 submitted to the Council for the Development and allocated reference number []
“Approved Person”	means a person who satisfies the Eligibility Criteria and who also meets the following criteria in the following order of priority: 1. A first time buyer who can demonstrate a housing need for an Affordable Dwelling who is a) currently living in in either of the parishes of Wiswell or Barrow (“the First Parishes”) for more than 10 years; b) currently living in the First Parishes and has done so continually for between 5 – 10 years;

	<ul style="list-style-type: none"> c) currently living in the First Parishes and has done so continually for a minimum of 12 months; d) currently permanently employed in the First Parishes for a minimum of 12 months and is employed for a minimum of 18 hours per week paid or unpaid; or e) a person who has next of kin who have lived in the First Parishes continually for a minimum of five years. Next of kin for the purposes of this clause shall be limited to his mother, father, brother, sister or adult dependent children. d) a person who is a former resident of the First Parishes who has moved from the Parish because of a lack of affordable housing in the same. e) a non-first time buyer who can meet one or more of the qualification provisions set out in sub-paragraphs a) to d) above or 3.2 to 3.3 below. <p>2. A first time buyer who can demonstrate a housing need for an Affordable Dwelling who is:-</p> <ul style="list-style-type: none"> a) currently living in either of the parishes of Little Mitton, Pendleton, Whalley, Sabden (“the Second Parishes”) for more than 10 years b) currently living in the Second Parishes and has done so continually for between 5 to 10 years c) Currently living in the Second Parishes and has done so continually for a minimum of 12 months. d) Currently permanently employed in the Second Parishes for a minimum of 12 months and is employed for a minimum of 18 hours per week paid or unpaid. e) a person who has next of kin who have lived in the Second Parishes continually for a minimum of five years. Next of kin for the purposes of this clause shall be limited to his mother, father, brother, sister or adult dependant children f) a person who is a former resident of the Second Parishes who has moved from the Parish because of a lack of affordable housing in the same. g) a non-first time buyer who can meet one or more of the qualification provisions set out in sub-paragraphs 1. a) to 1.d) above or 3.b) to 3.c) below <p>3 A first time buyer who can demonstrate a housing need for an Affordable Dwelling who is</p> <ul style="list-style-type: none"> a) currently living in the Ribble Valley Borough area (“RVBA”) for more than 10 years
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	<p>b) currently living in RVBA and has done so continually for between 5 to 10 years</p> <p>c) currently living in RVBA and has done so continually for a minimum of 12 months</p> <p>d) currently permanently employed in RVBA for a minimum of 12 months and works for a minimum of 18 hours per week paid or unpaid or</p> <p>e) a person who has next of kin who have lived in RVBA continually for a minimum of five years. Next of kin for the purposes of this clause shall be limited to mother, father, brother, sister or adult dependant children.</p> <p>f) a person who has next of kin who have lived in RVBA continually for a minimum of five years. Next of kin for the purposes of this clause shall be limited to mother, father, brother, sister or adult dependant children.</p> <p>g) a person who is a former resident of RVBA who has moved from RVBA because of a lack of affordable housing in RVBA</p> <p>h) A non first time buyer who can meet one or more of the qualifications set out in sub-paragraphs 1. a) to 1. b) or 3. b) to 3. c) above</p>
“Commence”	means the carrying out of a material operation as defined by section 56(4) of the Act (excluding any Preparatory Operation) in accordance with the Planning Permission and the expression “Commencement” shall have a corresponding meaning.
“Commencement Notice”	means the written notice to be given by the Owners to the Council immediately prior to the Commencement of Development and give the date of the Commencement of Development
“Development”	means outline planning permission for residential development with all detailed design matters except for access to be reserved and more particularly described in Second Schedule
“Discount Price”	means 60% of the Market Value
“Dwelling”	means a residential dwelling (including a house apartment bungalow or maisonette) to be constructed on the Site pursuant to the Planning Permission and ‘Dwellings’ shall be construed accordingly
“Education Contribution”	<p>means the financial contribution calculated in accordance with the formula set out in the County Council’s methodology paper titled “Contribution towards education places – Update December 2012” attached to the Deed as Appendix 2 for calculating a contribution for additional primary school places where possible within a 3 mile radius of the Site such contribution to be reduced by :</p> <p>a) the amount equivalent to the contribution which would have been payable had the above formula been applied to the construction of 7 no. dwellings (assumed to be 5 no. five beds and 2 no. three beds dwellings) on the land subject to outline</p>

	<p>planning permission 3/2011/0776 granted on the 22nd August 2012; and</p> <p>b) the expected availability of primary school places in existing and any proposed schools for the final year for which forecasts are available following a review of the most recent annual pupil forecasts and the expected number of pupils in local primary schools resulting from the implementation of any extant planning permissions and the number of pupil places to be funded by any such extant planning permissions as at the date of the calculation</p>
“Eligibility Criteria”	<p>means the following financial criteria and local connections:-</p> <p>(i) a person not having sufficient income to purchase the same type of dwelling on the open market and having a satisfactory credit history including no County Court judgements or bankruptcy proceedings within a credit history report covering the 6 years prior to the date of the proposed acquisition and who has sufficient funds to cover the legal costs and disbursements which will be incurred in such acquisition and</p> <p>(ii) whose income per household (as verified by way slips/P60's) is below the upper income brackets per household imposed by registered social landlords in accordance with the Homes and Communities Agency regulations and guidance from time to time.</p>
“Market Dwelling”	means any Dwellings on the Development which are not Affordable Dwellings
“Market Value”	has the meaning ascribed to it in the then current edition of the Appraisal and Valuation Manual published by the Royal Institution of Chartered Surveyors.
“Occupation”	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupation“ and “Occupied“ shall be construed accordingly.
“Owners”	means together the First Owner and the Second Owner
“Parties”	means the parties to this Deed who have signed the Deed and ‘Party’ shall be construed accordingly.
“Plan”	means the plan attached hereto as Appendix 1
“Planning Permission”	means the planning permission which may be issued on appeal in accordance with the Application.
“Preparatory Operation”	<p>means:</p> <p>a) an operation or item of work of or ancillary to:</p> <p>(i) archaeological investigations; or</p> <p>(ii) demolition; or</p>

	<ul style="list-style-type: none"> (iii) land clearance; or (iv) land or soil investigations; or (v) land remediation works; or (vi) the diversion and/or laying of Services; <p>b) temporary works including the erection of temporary fencing and hoardings, the temporary display of site notices or advertisements or sales cabins.</p>
“Site”	means the property shown edged red on the Plan and more particularly described in First Schedule
“Working Days”	means any day on which the clearing banks in the City of London are (or would be but for a strike lockout or other stoppage affecting such banks generally) open during banking hours excluding the period 24 December – 1 January inclusive.

2. INTERPRETATION

In this Deed:

- 2.1 words importing one gender shall be construed as importing any other gender
- 2.2 words importing the singular shall be construed as importing the plural vice versa.
- 2.3 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.
- 2.4 Where any Party comprises more than one person the obligations and liabilities of that Party under this Deed shall be joint and several obligations and liabilities of those persons.
- 2.5 The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.6 Any reference to a clause or paragraph or a schedule is to one in this Deed so numbered.
- 2.7 Any reference to a colour or letter is to one on the Plan(s).
- 2.8 In the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation permission direction or plan made or issued under the statute or deriving validity from it.
- 2.9 References to any Party shall include the successors in title and assigns to that Party and to any deriving title through or under that Party and in the case of the Council the successors to their respective functions as local planning authority, local housing authority local highway authority and local education authority as appropriate.

NOW THIS DEED WITNESSETH AS FOLLOWS

3. RECITALS

- 3.1 The Council is the Local Planning Authority for the area in which the Site is situated.
- 3.2 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.
- 3.3 The County Council is also the county planning authority for the purposes of the Act for the area in which the Site is situated.
- 3.4 Both the Council and the County Council are therefore local planning authorities for the purposes of section 106 of the Act
- 3.5 The First Owner is the freehold owner of that part of the Site within Title Number LAN125093
- 3.6 The Second Owner is the freehold owner of that part of the Site within Title Number LAN49825
- 3.7 The Developer has an interest in the Site pursuant to an Option Agreement dated the 22nd December 1999 and made between the First Owner (1) the Second Owner (2) and the Developer
- 3.8 The Developer intends to develop the Site

- 3.9 The Developer has applied to the Council on the [] 2014 and was given reference number [] for permission to develop the Site in the manner and for the uses set out in the Application and in the plans specifications and particulars deposited with the Council and forming part of the Application a brief description of which is set out in Second Schedule
- 3.10 The First Owner and the Second Owner are the persons against whom the obligations are enforceable in respect of the Site as herein provided.

4. LEGAL EFFECT

This Deed made under the provisions of Section 106 of the Act as amended Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other powers so enabling with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council and/or the County Council (as appropriate) against the Owners or any other person deriving title under them.

5. COMMENCEMENT

5.1 This Deed is conditional upon:

5.1.1 the grant of the Planning Permission; and

5.1.2 the Commencement of Development; and

Save for the provisions of clauses 6.8 (third party rights) 11 (Governing Law) and 12 (Delivery) which shall come into effect immediately upon completion of this Deed.

6. AGREEMENTS AND DECLARATIONS

- 6.1 No waiver (whether express or implied) by the Council and/or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a waiver of any subsequent breach or default thereof or prevent the Council and/or the County Council from enforcing any of the said terms or conditions or from acting upon any such subsequent breach or default.
- 6.2 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 6.3 No person shall be liable for any breach of the covenants conditions or restrictions contained in this Deed after he shall have parted with all his interest in the Site or the relevant part of the Site in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest or any breach affecting the Site as a whole when part of the Site is retained). The Parties declare that a Party who retains a legal interest in reversion in any part of the Site but who has granted a long leasehold interest in it to another party for a term exceeding 99 years shall be deemed for the purposes of this clause to have parted with all interest in the part of the Site so leased.
- 6.5 This Deed shall not be enforceable against owner-occupiers or tenants of Market Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them and the provisions of the Fourth Schedule shall not be enforceable against owner-occupiers or tenants of Affordable Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them

6.6 This Deed shall cease to have effect if:-

6.6.1 the Planning Permission is quashed revoked or otherwise withdrawn or is revoked or modified without the consent of the First Owner and the Second Owner, is successfully challenged by a third party, or (in respect of the part of the Site for which a subsequent planning consent is granted) where it is superseded by a planning permission for any development that is commenced on any part of the Site. In any of the aforementioned events, the Council and the County Council shall forthwith cancel any entries made in the register of the Local Land Charges in respect of this Deed and supply evidence of the same to the First Owner and the Second Owners; or

6.6.2 the Planning Permission shall expire prior to the Commencement of Development ;

6.7 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and may be registered as such by the Council and the County Council.

6.8 It is not intended that any person(s) who but for the provisions of the Contract (Rights of Third Parties) Act 1999 would not acquire any interest hereunder should do so by virtue of such Act.

6.9 The covenants on the part of the First Owner and the Second Owner shall not be enforceable against:

6.9.1 any statutory undertakers, service companies or other entities to whom any part of the Site may be transferred, let or otherwise disposed of for the provision of service media, electricity substations, pumping stations, gas governor stations or similar matters.

6.9.2 the relevant highway authority to whom any part of the Site is transferred or dedicated for the purposes of adoption of any roads and/or footpaths and/or cycle ways to be constructed on the Site or

6.9.5 any management company to whom any part of the Site is disposed and in accordance with the reserved matters approval upon which Dwellings will not be constructed.

6.10 Nothing prohibits the right of the First Owner and the Second Owner to use any part of the Site in accordance with a planning permission other than relating to the Development granted after the date of this Deed and whether or not granted after a planning appeal.

6.11 Obligations entered into by any Party which comprises more than one person shall be deemed to be joint and several.

6.12 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.

6.13 References to any Party to this Deed shall include successors in title and assigns to that party and to any deriving title through or under that Party.

6.14 The clause headings contained in this Deed are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate.

7 THE OWNERS' COVENANTS

- 7.1 The Owners hereby covenant with the Council to perform and comply with the obligations of the Owners as set out in Third Schedule
- 7.2 The Owners hereby covenant with the County Council to perform and comply with the obligations of the Owners as set out in Fourth Schedule

8 THE COUNCIL'S COVENANTS AND THE COUNTY COUNCIL'S COVENANTS

- 8.1 The Council covenants with the Owners as set out in the Third Schedule.
- 8.2 The County Council covenants with the Owners as set out in the Fourth Schedule.

9 NOTICE PROVISIONS

- 9.1 The Owners hereby covenant with the Council and the County Council to give the Commencement Notice in writing to the Council and the County Council within five Working Days of the Commencement of Development.
- 9.2 All notices demands or other written communications to or upon the parties or the Council or the County Council pursuant to this Deed shall be deemed to have been properly given or made if despatched by first class recorded delivery letter to the Party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:
- 9.2.1 in the case of the First Owner to MARTIN RANDLE KAY of Church Farm
Thornham Parva Eye Suffolk IP23 8EY of ANNA RANDLE DIXON of 89 Ellerton
Road London SW18 3NH
- 9.2.2 in the case of the Second Owner to DAVID PARKER ROBINSON and TIMOTHY
DUERDEN ROBINSON both of 274 Lillydale Road, Young Siding. 6330 Albany
Western Australia
- 9.2.3 in the case of the Developer to the Company Secretary at: Redrow House, St
David's Park Flintshire CH5 3RX
- 9.2.4 in the case of the Council to the Solicitor to the Council Council Offices, Church
Walk, Clitheroe, Lancashire, BB7 2RA
- 9.2.5 in the case of the County Council to the Solicitor to the County Council PO Box 78,
County Hall, Fishergate, Preston, Lancashire, PR1 8XJ

or any such address as may be confirmed in writing by any of the parties

- 9.3 Any such notice request demand or other written communication shall be deemed to have been served if posted first class recorded delivery at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom and in providing such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate).
- 9.4 The First Owner and the Second shall give the Council and the County Council immediate written notice of any change in ownership of any interests in the Site and such notice shall give details of the transferee's or lessee's full name and registered office (if a company) or usual address (if not).

10 DISPUTE RESOLUTION

- 10.1 Any dispute or difference arising out of this Deed (save for a matter of law) may be submitted for the determination of an expert.
- 10.2 The expert shall be appointed by the parties jointly or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of an expert by the President for the time being of the Royal Institution of Chartered Surveyors or such other institution should the parties so agree as the case may be and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 10.2.1 The President shall if so requested appoint an independent chartered surveyor as such expert or other person qualified in the discipline that the President deems appropriate for the dispute in question.
- 10.2.2 The expert so appointed must:
- 10.2.3 act as an expert and not as an arbitrator;
- 10.2.4 afford the parties the opportunity within reasonable time limits to make representations to him;
- 10.2.5 inform each party of the representations of the other;
- 10.2.6 afford each party the opportunity within reasonable time limits to make submissions to him on the representations of the other; and
- 10.2.7 notify the parties of his decision with reasons as quickly as practicable.
- 10.3 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert.
- 10.4 The expert's determination is to be conclusive and binding on the parties except:
- 10.4.1 where there is a manifest error; and/or
- 10.4.2 on a matter of law.

11. GOVERNING LAW

- 11.1 The Parties hereto declare that this Deed shall be subject to the law of England and Wales and shall be governed by the jurisdiction of the Courts therein.
- 11.2 The Owners hereby acknowledges that nothing in this Deed is intended to prevent the Council and/or the County from exercising any function duty or discretion that they are bound by statute to do.

12. 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.

FIRST SCHEDULE

THE SITE

The freehold land situated on the South side of Whiteacre Lane Wiswell Clitheroe Lancashire being part of the land registered at the Land Registry under Title Numbers LAN125093 and LAN49825 and shown edged red on the Plan and unless the context otherwise requires shall include each and every part of the Property

SECOND SCHEDULE

DESCRIPTION OF THE DEVELOPMENT

The outline planning permission for residential development with all detailed design matters except for access to be reserved

THIRD SCHEDULE

AFFORDABLE HOUSING

Part A – Affordable Dwellings

The Owners covenant with the Council as follows:

1. To provide the Affordable Dwellings on the Site to a standard and quality no less than the Market Dwellings to be constructed upon the Site in accordance with the Planning Permission relating thereto and in accordance with the general specification of constructional standards of the National House Builders Council, or similar
2. To complete the construction of the Affordable Dwellings and to use reasonable endeavours to complete the transfer of the freehold title or the leasehold title (as appropriate) (free from any financial charges) of the Affordable Dwellings to a person who is an Approved Person at the Discount Price prior to the Occupation of the 15th Market Dwelling being Occupied on the Development
3. The Owners shall give the Council written notice within 10 working days of the Owners entering into a binding agreement to transfer (or grant a long lease of) of the Affordable Dwellings to an Approved Person and also the date of completion of the transfer (or grant of a long lease) in accordance with this Deed.
4. The Owners covenant with the Council that the Owners shall not dispose of the Affordable Dwellings on the initial sale :
 - 4.1 for a price which exceeds the Discount Price; and
 - 4.2 other than to a person who is an Approved Person
5. The Transfer or lease (as appropriate) of each and every Affordable Dwelling on initial sale shall contain the following covenants by the transferee which in this context and for the purpose of this Schedule shall also mean the lessee of any long lease of any Affordable Dwellings as appropriate (“the Transferee”) for themselves and their successors in title to the Affordable Dwellings for the benefit of the Council:-
 - 5.1 not to allow the Affordable Dwelling to be occupied other than by the Transferee and the Transferee's immediate dependants as their primary and sole residence save where the provisions of paragraph 12 below apply.
 - 5.2 not to dispose of the Affordable Dwelling at a price exceeding the Discount Price in perpetuity
 - 5.3 not to dispose of the Affordable Dwelling other than to an Approved Person save where the provisions of paragraph 12 below apply
6. Not to dispose of the Affordable Dwelling without on each occasion procuring that any intended buyer covenants directly with the Council to observe and perform the covenants contain in This Third Schedule Part A and delivers a completed deed of covenant in such terms to the Council in a form reasonably acceptable to the Council
7. The Owners shall give the Council 20 working days notice of its intended sales release of the Affordable Dwellings together with the estimated Discount Price whereupon the Owners and the Council shall use reasonable endeavours to agree the Discount Price with the Council within 20 Working Days of the date of the Owners notice provided that in the event that the Owners cannot agree the Discount Price with the Council within the said 20

Working Day period the Discount Price may be determined in accordance with the dispute procedure prescribed by clause 10 of this Deed on the application of either the Owners or the Council, and

8. Within 20 Working Days of the Discount Price either being agreed or determined as aforesaid the Council may provide to the Owners the name and address of an Approved Person and who in the opinion of the Council is able to proceed with the purchase of an Affordable Dwelling in accordance with the terms of this Part A of this Third Schedule
9. In the event that the Council nominates in writing a potential buyer who it regards as an Approved Person the Owners shall forthwith submit a draft contract and supporting documentation to the potential buyer's conveyancer upon the Owners standard reservation terms and use reasonable endeavours to exchange contracts for the disposal of the Affordable Dwelling to such nominated potential buyer as soon as is reasonably practical PROVIDED ALWAYS that
 - 9.1 if such person fails to exchange contracts within such reservation period or indicates that they are either unable or unwilling to proceed to exchange of contracts; or
 - 9.2 in the event that the Council fails to notify the Owners of a potential buyer of the Affordable Dwelling who it regards as an Approved Person prior to the expiry of the time period as detailed in paragraph 8 above

then the Owners shall be able to dispose of the relevant Affordable Dwelling without further reference to the Council but to such other person who in the reasonable opinion of the Owners is in need of Affordable Housing PROVIDED FURTHER that the provisions of paragraph of 5 of Part A of this Third Schedule shall apply to such disposal

10. Upon the second and all subsequent disposals of the Affordable Dwellings the Transferee shall give the Council 20 working days notice of the intended sale of the Affordable Dwelling and the estimated Discount Price at which the Transferee intends to sell the Affordable Dwelling for whereupon the Transferee and the Council shall use reasonable endeavours to agree the Discount Price within 20 Working Days of the date of the transferee's notice provided that :
 - 10.1 if the Council fails to respond to the Transferee's notice within the said 20 Working Day period (time being of the essence) then the Transferee may proceed to market the Affordable Dwellings at a price which does not exceed the estimated Discount Price, and
 - 10.2 in the event that the Transferee and the Council cannot agree the Discount Price within the said 20 Working Day period the Discount Price may be determined in accordance with the dispute procedure prescribed by clause 10 of this Deed, and
 - 10.3 within 20 Working Days of the Discount Price either being agreed or determined as aforesaid the Council may provide to the Transferee the name and address of a person who it regards as an Approved Person and who in the opinion of the Council is able to proceed with the purchase of the Affordable Dwelling in accordance with the terms of this Part A of this Third Schedule
11. In the event that the Council nominates in writing a potential buyer who it regards as an Approved Person the Transferee shall forthwith instruct his conveyancer to submit a draft contract and supporting documentation to the potential buyer's conveyancer and use reasonable endeavours to exchange contracts for the disposal of the Affordable Dwelling unit to such nominated potential buyer as soon as is reasonably practical PROVIDED ALWAYS that
 - 11.1 if such person fails to exchange contracts within 28 days of receipt of such contract

and supporting documentation or indicates that they are either unable or unwilling to proceed to exchange of contracts; or

11.2 in the event that the Council fails to notify the Transferee of a potential buyer of the Affordable Dwelling who it regards as an Approved Person prior to the expiry of the time period as detailed in paragraph 10.3 above

then the transferee shall be able to dispose of such Affordable Dwelling without further reference to the Council but to such other person who in the reasonable opinion of the Transferee is in need of Affordable Housing PROVIDED FURTHER that the provisions of paragraph 5 of Part A of this Third Schedule shall apply to such disposal

12. Provided always that in the event that the upon the second and all subsequent disposals of the Affordable Dwelling the Transferee has not been able to complete a sale of the Affordable Dwelling using the procedure detailed above within 3 months of the start of the process as detailed at paragraph 10 above then the Transferee shall be able to dispose of the Affordable Dwelling without further reference to the Council to such other person he so chooses whereupon the provisions of paragraph 5.1 and 5.3 above shall not apply but paragraph 5.2 will PROVIDED FURTHER that on all subsequent disposals of that Affordable Dwelling the provisions of this Part A of this Third Schedule shall continue to apply to such disposals
13. So as to preserve the Affordable Dwellings as Affordable Housing in perpetuity the Owners shall procure that upon the initial sale of an Affordable Dwelling that a restriction shall be entered on the Proprietorship Register of the title thereof that:

“No disposition of the registered estate by the proprietor or by the proprietor of any registered charge is to be registered without a certificate signed by the conveyancer for the disponee that the provisions of clause [insert appropriate number of clause in form of paragraph 6 hereof] of the [transfer/registered lease] have been complied with”

Part B – Mortgagee Provisions

1. From the date of practical completion of the Affordable Dwellings they shall not be used other than for Affordable Housing as provided in this Third Schedule save that this obligation shall not be binding upon any mortgagee or chargee of a purchaser thereof or any person deriving title from such mortgagee or charge who may dispose of the Affordable Dwelling free of the obligations in this Third Schedule

Part C – Affordable Housing Contribution

1. Where the Council is reasonably satisfied that the Owners have taken all reasonable steps to enter into an unconditional contract for the sale of the Affordable Dwellings and fully complied with the procedures in paragraph 1-9 (incl.) of Part A to this Schedule and have failed to enter into such unconditional contract or contracts then it shall notify the Owners accordingly and the Owners shall then be entitled to dispose of the Affordable Dwellings on the open market free from the restrictions contained in this Schedule provided that the Owners shall use reasonable endeavours to agree with the Council within 28 days of the Council's notice as aforesaid a payment representing the cash equivalent of the open market value of the Affordable Dwellings (such open market value to be assessed on the basis that the Affordable Dwellings are free of the obligations contained in this Agreement) less sixty per cent of that open market value (“the Affordable Housing Contribution”)
2. In the event that the Owners and the Council cannot agree the Affordable Housing Contribution within the said 28 day period the Affordable Housing Contribution may be determined in accordance with the dispute procedure prescribed by clause 10 of this Deed

3. Subject as aforesaid the Affordable Housing Contribution attributable to each relevant Affordable Dwelling shall be paid to the Council within 10 Working Days of the later of the completion of the sale of the relevant Affordable Dwelling on the open market free from the restrictions in this Schedule and the agreement or determination of the Affordable Housing Contribution relating thereto pursuant to paragraph 2 above
4. The Council hereby covenants with the Owners to use any Affordable Housing Contribution received from the Owners under the terms of this Deed for the purposes of providing Affordable Housing in the First Parishes and the Second Parishes and in that priority
5. The Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of any Affordable Housing Contribution paid by the Owners under this Deed within 20 Working Days of receipt of such request.
6. At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Schedule Deed when satisfied that such obligations have been performed.
7. The Council covenants with the Owners that it will repay to the Owners any part of the Affordable Housing Contribution made by the Owners 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 such payment together with all interest accrued thereon from the date of payment to the date of refund.

FOURTH SCHEDULE

EDUCATION CONTRIBUTION

1. The Owners and the County Council shall use reasonable endeavours to agree the Education Contribution within 28 days of the Commencement of Development
2. In the event that the Owners and the County Council are unable to agree the Education Contribution within 28 days of the Commencement of Development the Education Contribution may be determined in accordance with the dispute procedure prescribed by Clause 10 of this Deed on the application of either Party
3. The Owners hereby covenant with the County Council to pay to the County Council the Education Contribution prior to the Occupation of the 15th Market Dwelling on the Site or if later 5 Working Days after the amount of the Education Contribution has been agreed or determined in accordance with paragraph 2 above.
4. The County Council hereby covenants with the Owners to use the Education Contribution received from the Owners under the terms of this Deed for the purposes specified in this Deed for which it has been paid.
5. The County Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the Education Contribution paid by the Owners under this Deed within 20 Working Days of receipt of such request.
6. At the written request of the Owners the County Council shall provide written confirmation of the discharge of the obligations contained in this Schedule Deed when satisfied that such obligations have been performed.
7. The County Council covenants with the Owners that it will repay to the Owners any part of the Education Contribution made by the Owners 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 such payment together with all interest accrued thereon from the date of payment to the date of refund.

IN WITNESS WHEREOF the parties hereto execute this Deed the date and year herein before written

SIGNED as a **DEED** by
MARTIN RANDLE KAY
in the presence of:

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

SIGNED as a **DEED** by
ANNA RANDLE DIXON
in the presence of:

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

SIGNED as a **DEED** by
DAVID PARKER ROBINSON
in the presence of:

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

SIGNED as a **DEED** by
TIMOTHY DUERDEN ROBINSON
in the presence of:

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

SIGNED as a DEED by
as attorney for
REDROW HOMES LIMITED
in the presence of:-

.....
as attorney for **REDROW HOMES LIMITED**

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

SIGNED as a DEED by
as attorney for
REDROW HOMES LIMITED
in the presence of:-

.....
as attorney for **REDROW HOMES LIMITED**

Signature of witness
Name (in BLOCK CAPITALS)
Address.....
.....
.....

APPENDIX 1

Plan

APPENDIX 2

Contribution towards education places – Update December 2012