

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

relating to the development of land at
Chipping Lane, Longridge

Dated: 29th October 2015

Ribble Valley Borough Council (1)

Lancashire County Council (2)

David Hazzard and Raymond Green as the executors of the estate of George Newsham
(3)

The Trustees of Longridge Cricket Club (4)

Thomas Alan Procter and Maureen Lilian Procter (5)

Paul Nicholas Gale and Deborah Joy Gale (6)

BDW Trading Limited (7)

	DATE	2015
	PARTIES	
1.	RIBBLE VALLEY BOROUGH COUNCIL of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (hereinafter referred to as " the Council ")	
2.	LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ(hereinafter referred to as " the County Council ")	
3.	David Hazzard and Raymond Green as the executors of the estate of GEORGE NEWSHAM of 14 Crumpax Avenue, Longridge, Preston PR3 3JQ (" the First Owner ")	
4.	TIMOTHY GREENWOOD OF 11 Teil Green, Fulwood, Preston PR2 9PA and IAN BARTON of 5 Cherry Orchard, Longridge, Preston and THOMAS EDWARD HAWORTH OF 24 Preston Road, Longridge, Preston PR3 3AN being the TRUSTEES OF LONGRIDGE CRICKET CLUB (" the Second Owner ")	
5.	THOMAS ALAN PROCTER and MAUREEN LILIAN PROCTER of 46 Well Brow Drive, Longridge, Preston, Lancashire PR3 3TB (" the Third Owner ")	
6.	PAUL NICHOLAS GALE and DEBORAH JOY GALE of Meadowhead Farm, Hothersall Lane, Longridge, Preston, Lancashire PR3 2XB (" the Mortgagee ")	
7.	BDW TRADING LIMITED of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (" the Developer ")	

INTRODUCTION AND BACKGROUND

- A. The Council is the district planning authority for the purposes of the Act for the area in which the Site is situated.

- B. 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.
- C. The County Council is also the county planning authority for the purposes of the Act for the area in which the Site is situated.
- D. Both the Council and the County Council are therefore local planning authorities for the purposes of section 106 of the Act
- E. The First Owner is the freehold owner of that part of the Site with title absolute registered under Land Registry Title No. LA738829
- F. The Second Owner is the freehold owner of that part of the Site with title absolute registered under Land Registry Title Numbers LAN141963, LA859642 and LA777658.
- G. The Third Owner is the freehold owner of that part of the Site registered with other land with title absolute registered under Land Registry Title Number LAN2261.
- H. A title overlay plan depicting the ownership proportions set out at recitals E, F and G is attached to this Deed as Plan 2.
- I. The Mortgagee has the benefit of a registered charge dated 2 August 2011 over parts of the Site owned by the Second Owner.
- J. The Developer has the benefit of options to acquire the Site from the First Owner, the Second Owner and the Third Owner.
- K. 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.
- L. The Council resolved on 2 July 2015 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"1980 Act" means the Highways Act 1980;

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

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

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

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

"Affordable Housing Units" means those Dwellings which are to be provided as Affordable Housing which shall be 30% of the total number of Dwellings to be provided on the Site (such number to be rounded up or down to the nearest whole number) of which a number of Affordable Housing Units equivalent to 7.5% of the total number of Dwellings permitted by the Planning Permission shall be Affordable Housing Units for Older Persons and **"Affordable Housing Unit"** shall be construed accordingly;

"Affordable Housing Units for Older Persons" means the number of Affordable Housing Units equivalent to 7.5% of the total number of Dwellings permitted by the Planning Permission which shall not be occupied by any person who is younger than 55 years of age save where such person is a lawful visitor of or is a member of the household which is comprised of at least one person who is over the age of 55 years, 50% of which should be provided as bungalows and which shall meet the Lifetime Homes Design Standard PROVIDED ALWAYS that such Affordable Housing Units for Older Persons shall also be subject to the relevant obligations and restrictions set out in the Affordable Housing Scheme for an Affordable Housing Unit of that tenure

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

"Affordable Rented Units" means those Affordable Housing Units that are provided as Affordable Rented Housing;

"Application" means the application for outline planning permission for the Development registered by the Council on 10 September 2014 and allocated the Council reference number 3/2014/0764 and any subsequent minor amendments or any subsequent planning permission pursuant to s.73 of the Act in respect of the planning conditions for the Development;

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

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

"Development" means the development of the Site pursuant to the Planning Permission for a development comprising up to 363 Dwellings including affordable housing and housing for the elderly, relocation of Longridge Cricket Club to provide a new cricket ground, pavilion, car park and associated facilities, vehicular and pedestrian access, landscaping and public open space, with all matters reserved except for access at land east of Chipping Lane, Longridge;

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

"Full Education Contribution" the sum of £1,070,636 as a contribution towards increased primary school places at Longridge CE Primary School, subject to the

caveats described in paragraph 4 of Schedule 6 "**Homes and Communities Agency**" means the Homes and Communities Agency or any successor government agency that funds and is responsible for the delivery of new Affordable Housing and the regulation of the Affordable Housing Providers in England;

"Homes and Communities Agency Space Standards" means the space standards set out in Housing Quality Indicators Version 4;

"Land Trigger Event" means either:

- the passing by the County Council of a resolution to use the Primary School Land for the provision of additional primary school places; or
- the Secretary of State entering into Free School/Academy Arrangements for the establishment of a Primary School upon the Primary School Land

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

"Local People" means people living in the borough of Ribble Valley;

"Longridge Loop Contribution" means a financial contribution of £15,000.00 (fifteen thousand pounds) towards the Longridge Loop recreational route;

"Market Dwelling" means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing and of which 27 Dwellings are to be provided as Market Housing Units for Older Persons;

Market Housing Units for Older Persons" means 7.5% of the total number of Dwellings permitted by the Planning Permission which shall not be occupied by any person who is younger than 55 years of age save where such person is a lawful visitor of or is a member of the household which is comprised of at least one person who is over the age of 55 years, 50% of which should be provided as bungalows and which shall meet the Lifetime Homes Design Standard;

"Management Company" means a company or partnership or other body constituted for the purpose of maintaining open spaces for public access and/or recreation and/or other purposes;

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

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

"Open Space" the open space to be provided as part of the Development in Phases shown for indicative purposes only coloured green on Plan 1; ;

"Open Space Contribution" an amount equal to £219 per Dwelling to be paid to the Council and to be used for:

- (1) improvements to the grass pitch at Mardale, Longridge;
- (2) improvements to the sports hall at Longridge Sports Club; and
- (3) improvements to the play facility in Longridge.

"Open Space Completion Notice" a notice(s) to be served by the Owners on the Council confirming that the Open Space has been Substantially Completed;

"Open Space Final Certificate" the written confirmation of the Council that the Open Space set out in the Open Space Completion Notice is in accordance with the approved Open Space Management Scheme;

"Open Space Management Scheme" means a written scheme setting out the proposals for the provision of and implementation of ongoing maintenance and management of Open Space (which for the avoidance of doubt can be provided in Phases) and such scheme shall include (save where such matters are dealt with adequately by a condition or conditions within the Planning Permission or reserved matters):

- (a) the specification for the Open Space;
- (b) the date or other means of determining the commencement of the laying out of the Open Space;
- (c) the period required to complete the laying out of the Open Space;
- (d) the projected schedule of maintenance outlining the details of the future maintenance of the Open Space after completion; and
- (e) the identity of the Management Company (if applicable).

"Owners" means the First Owner, the Second Owner and the Third Owner;

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

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

"Plan 1" means the plan attached to this Deed and labelled Plan 1;

"Plan 2" means the plan attached to this Deed and labelled Plan 2;

"Planning Permission" means the outline planning permission subject to conditions to be granted pursuant to the Application;

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

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

"Primary School Land" means that part of the site shown hatched purple on Plan 1 with a minimum size of 11,220m².

"Primary School Land Value" means the sum of £845,000 (eight hundred and forty five thousand pounds) ;

"PSL Purchase Price" means £1 (one pound) (if demanded);

"Protected Tenant" means any tenant who:

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

PLAN 1

Key



Site Boundary



Green Infrastructure/
POS Locations



e*SCAPE

urbanists

Project Title

Higgin Brook, Longridge

e*SCAPE Job No

013-008

Client

Barratt Homes

Drawing Number

013-008-P025

Revision

REV A

Drawing Title

Minimum Quantums for School &
Public Open Space

Scale

1:2,500 @ A3

Date

September '15

A3

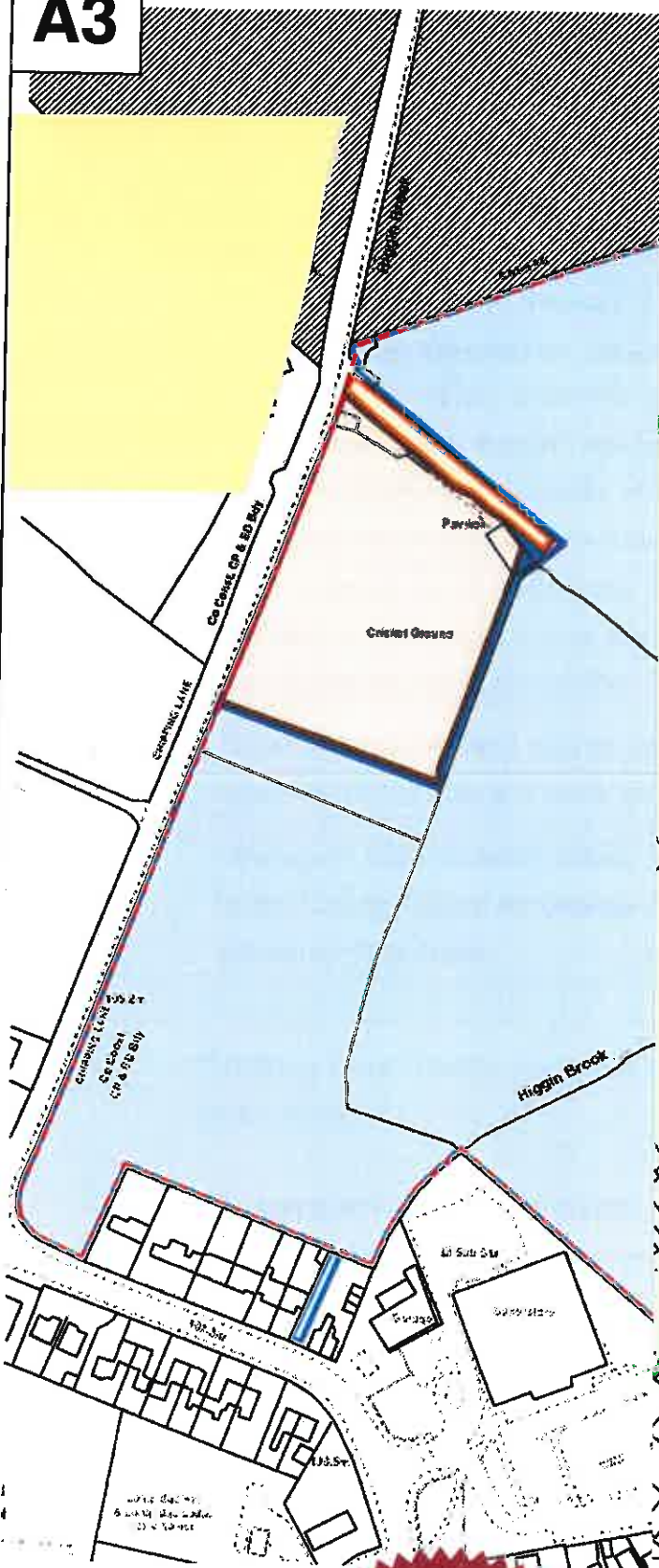
PLAN 2



KEY

-  **Site Boundary**
-  **Title No: LA738829**
George Newsham
-  **Title No: LA859642**
Restriction – National Playing Fields Association
-  **Title No: LAN141963**
Timothy Greenwood, Ian Barton, Thomas Edward Haworth
-  **Title No: LA777658**
Timothy Greenwood, Ian Barton, Thomas Edward Haworth – The Trustees of Longridge Cricket Club
-  **Title No: LAN10709**
Lincroft Limited
-  **Title No: LA93766**
Thomas James Brice and Nikki Jayne Brice (Leasehold)
-  **Title No: LA772063**
BDW Trading Limited
-  **Title No: LAN2261**
Thomas Alan Procter and Maureen Lilian Procter
-  **Title No: LA396612**
BDW Trading Limited
-  **Title No: LA753321**
Andrew Procter and Gordon Procter

Handwritten signature



Title Overlay Plan

Land at Longridge



Handwritten number 24

PLAN 2

N



KEY

-  **Site Boundary**
-  **Title No: LA738829**
George Newsham
-  **Title No: LA859642**
Restriction – National Playing Fields Association
-  **Title No: LAN141963**
Timothy Greenwood, Ian Barton, Thomas Edward Haworth
-  **Title No: LA777658**
Timothy Greenwood, Ian Barton, Thomas Edward Haworth – The Trustees of Longridge Cricket Club
-  **Title No: LAN10709**
Linecroft Limited
-  **Title No: LA93766**
Thomas James Brice and Nikki Jayne Brice (Leasehold)
-  **Title No: LA772063**
BDW Trading Limited
-  **Title No: LAN2261**
Thomas Alan Procter and Maureen Lilian Procter
-  **Title No: LA396612**
BDW Trading Limited
-  **Title No: LA753321**
Andrew Procter and Gordon Procter

Client: **Barratt**

File: **BAR414.933**

Rev: **1**

Title: **Title Overlay Plan**

Land at Longridge

wardhadaway

Sandgate House, 102 Quayside Newcastle upon Tyne
Tel: 0191 2044000 Fax: 0191 2044110

Scale: **1:2500 @A3**

Date **12/08/15**

Drawn By: **KS**

Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

"Reduced Education Contribution" means the sum of £225,636.00 (two hundred and twenty five thousand six hundred and thirty six pounds) (being the Full Education Contribution minus the Primary School Land Value) as a contribution to provide additional primary school places on the Primary School Land; **"Reservation Period"** means a period of 10 (ten) years from the date the precise location and boundaries of the Primary School Land are confirmed and agreed by the Owners and the County Council pursuant to paragraph 1.1 of the Third Schedule or (if earlier) the date that the County Council serves notice pursuant to paragraph 1.3 of the Third Schedule indicating that the County Council has elected to receive the Full Education Contribution;

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

"Transport Contribution" means the sum of £639,000 such sum to be applied by the County Council for proposed works set out at paragraph 2.2 of the Third Schedule of this Deed;

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

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against

all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

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

3 LEGAL BASIS

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

3.2 The covenants in paragraphs 1.5 to 1.8 of the Third Schedule are made pursuant to Section 120 of the Local Government Act 1972.

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

4 CONDITIONALITY

4.1 This Deed is conditional upon:

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

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

5 THE OWNER'S COVENANTS

5.1 The Owners covenant with the Council as set out in the Second Schedule.

5.2 The Owners covenant with the County Council as set out in the Third Schedule.

all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

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

3 LEGAL BASIS

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

3.2 The covenants in paragraphs 1.5 to 1.8 of the Third Schedule are made pursuant to Section 120 of the Local Government Act 1972.

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

4 CONDITIONALITY

4.1 This Deed is conditional upon:

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

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

5 THE OWNER'S COVENANTS

5.1 The Owners covenant with the Council as set out in the Second Schedule.

5.2 The Owners covenant with the County Council as set out in the Third Schedule.

5.3 The Developer acknowledges that the Site will be bound by the obligations in this Deed.

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

6.1 The Council covenants with the Owners as set out in the Fourth Schedule.

6.2 The County Council covenants with the Owners as set out in the Fifth Schedule.

7 MISCELLANEOUS

7.1 Upon completion of this Deed:

(a) the Owners shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £500 and

(b) the Owners shall pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed in the sum of £250.

7.2 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

7.3 This Deed shall be registerable as a local land charge by the Council.

7.4 The parties agree with one another to act reasonably and in good faith in fulfillment of the objectives of this Deed and in particular where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council and/or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

(a) the Council by the Strategic Housing Officer or any other officer exercising the functions of the Strategic Housing Officer from time to time; and

(b) the County Council by the Director of Community Services (in respect of matters relating to highways) or the Head of Service Asset Management (in respect of matters relating to education) or any other officer exercising their respective functions from time to time.

- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed:
- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
 - (b) which occurs after that person has parted with their interest in the Site or if it be part only the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 The obligations contained in this Deed shall not be binding on or enforceable against:
- (i) (save for the obligations contained in paragraph 1.8 of the Second Schedule which apply (subject to the provisions of the Second Schedule) to the Affordable Housing Units) lessees or purchasers Occupying or entitled to Occupy the Dwellings or their mortgagee or chargees;
 - (ii) any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on any part or parts of the Site unless (but subject always to the preceding and remaining provisions of this Deed) such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation relates; and/or

- (iii) a statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

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

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

8 WAIVER

8.1 No waiver (whether expressed or implied) by the Council, the County Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, County Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 VAT

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

10 JURISDICTION

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

11 DELIVERY

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

12 DISPUTES

12.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or

construction then the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute, disagreement or difference arising.

12.2 Failing the resolution of any such dispute, disagreement or difference within the said 20 Working Days the dispute, disagreement or difference shall be referred for determination in accordance with the provisions of this clause 12 on the reference of any of the parties to the dispute, disagreement or difference.

12.3 The dispute, disagreement or difference shall be referred to the decision of a single expert (the “**Expert**”) qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the parties within a period of 5 Working Days following a failure of the parties to resolve the dispute, disagreement or difference pursuant to clause 12.2 above or failing agreement on such nomination the Expert shall be nominated by the President for the time being of the Law Society of England and Wales.

12.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.

12.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:

- (a) he shall call for representations from all parties with 10 Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
- (b) he shall allow the parties 10 Working Days from the expiry of the 10 Working Days period referred to in sub-clause (a) above to make counter representations;
- (c) any representations or counter representations received out of time shall be disregarded by the Expert;
- (d) he shall provide the parties with a written decision (including his reasons) within 10 Working Days of the last date for receipt of counter-representations;
- (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
- (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

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

13 MORTGAGEE EXEMPTION

The Mortgagee acknowledges and declares that this Deed has been entered into by the Second Owner with its consent and that the part of the Site in which the Mortgagee has an interest shall be bound by the obligations contained in this Deed and that the security of its mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the part of the Site over which it has a charge, in which case it too will be bound by the obligations as if it were a person deriving title from the Second Owner.

14 TRUSTEE LIABILITY

It is hereby acknowledged that David Hazzard and Raymond Green of the First Owner are acting in their capacity as trustees of the estate of the late George Newsham and that their liability under this Deed shall be limited to the net value of the estate of the late George Newsham.

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

FIRST SCHEDULE

Details of the Owners' Title, and description of the Site

The freehold land at Chipping Lane, Longridge, Preston registered under Land Registry Title Numbers LAN738829, LAN2261, LAN141963, LA859642 and LA777658 and shown edged red on Plan 1.

SECOND SCHEDULE

The Owners' Covenants with the Council

The Owners covenant with the Council in the following terms:-

1. Affordable Housing

- 1.1. The Owners shall provide Affordable Housing as part of the Development in accordance with the provisions of this Second Schedule.
- 1.2. The Owners shall not Commence Development of a Phase of Residential Development until the Owners have submitted and the Council has approved in writing an Affordable Housing Scheme for that Phase of Residential Development.
- 1.3. Prior to Occupation of 25% of the Market Dwellings in any given Phase of Residential Development the Owners shall have agreed the Affordable Housing Scheme for that Phase of Residential Development with the Council (in relation to which the Council's approval shall not be unreasonably withheld or delayed).
- 1.4. Each Affordable Housing Scheme submitted for a Phase of Residential Development pursuant to paragraph 1.2 of this Second Schedule (above) shall:
 - 1.4.1. identify the number of Dwellings to be constructed within the Phase of Residential Development as Affordable Housing Units;
 - 1.4.2. identify the location of the Affordable Housing Units within the Phase of Residential Development (including plot numbers);
 - 1.4.3. identify the relevant tenure, house type and number of bedrooms of each Affordable Housing Unit within the Phase of Residential Development PROVIDED THAT no fewer than 25% and no greater than 50% of the Affordable Housing Units in each Phase of Residential Development shall be provided as Affordable Rented Units;
 - 1.4.4. provide that all of the Affordable Housing Units in that Phase of Residential Development shall be constructed and made ready for Occupation prior to Occupation of 90% of the Market Dwelling in that Phase of Residential Development;

- 1.4.5. provide that all of the Affordable Housing Units in that Phase of Residential Development shall be constructed and completed to the Homes and Communities Agency Space Standards.
- 1.5. The Council shall give notice of approval or rejection of each Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Second Schedule not later than 20 Working Days from the date of receipt by the Council of the Affordable Housing Scheme and in the event of its rejection shall (acting reasonably) set out its full reasons for rejection and specify the measures required to produce an acceptable Affordable Housing Scheme.
- 1.6. In the event that the Council rejects an Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Second Schedule then the Owners may submit a revised Affordable Housing Scheme to the Council for approval whereupon the Council will again issue its decision in respect of such Affordable Housing Scheme in accordance with paragraph 1.4 above. In the alternative the Owners may seek to refer any dispute or disagreement for independent determination in accordance with Clause 12 of this Deed.
- 1.7. The Owners shall be entitled to invoke paragraph 1.5 of this Second Schedule as many times as is necessary in order to secure an approval in respect of an Affordable Housing Scheme submitted to the Council pursuant to paragraph 1.2 of this Second Schedule.
- 1.8. From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing save that this obligation shall not be binding upon:
- 1.8.1. any Chargee;
- 1.8.2. any mortgagee of an individual Affordable Housing Unit in respect of any such Affordable Housing Unit and any purchaser of an Affordable Housing Unit or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees from such mortgagee
- 1.8.3. any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from the Protected

Tenant or any successor in title thereto and their respective mortgagees and chargees; or

- 1.8.4. A disposal (and any subsequent occupation) required by:
 - 1.8.4.1. any statutory provisions now or hereafter in force; or
 - 1.8.4.2. the Homes and Communities Agency; or
 - 1.8.4.3. a court order.

2. **Open Space**

- 2.1. Prior to the Occupation of the first Dwelling to be constructed on any Phase pursuant to the Planning Permission, to submit the Open Space Management Scheme to the Council in respect of that Phase.
- 2.2. To lay out the Open Space in accordance with the Open Space Management Scheme.
- 2.3. To serve the Open Space Completion Notice upon the Council upon the Substantial Completion of each area of Open Space.
- 2.4. To carry out reasonable additional works to the Open Space as may be required by the Council.
- 2.5. Following the issue of the Open Space Final Certificate the Owners shall transfer the Open Space either to the Council or a Management Company. If the Open Space is to be transferred to a Management Company then the provisions of this paragraph shall take effect:
 - 2.5.1. upon the transfer to a Management Company to require the Management Company to covenant to reasonably and properly maintain the relevant Open Space in accordance with the terms of the Open Space Management Scheme;
 - 2.5.2. In the event that the Management Company (which for the purposes of this paragraph 2.5.2 shall be deemed to include the Owners in the event the Management Company either does not exist or the transfer of Open Space to it has not completed) fails to comply with the objectives of the covenant referred to in paragraph 2.5.1 above the Council may serve notice on the Management Company detailing any works which it considers to be reasonably required in accordance with the Open Space

Management Scheme and giving to the Management Company the required notice as will be set out in the relevant projected maintenance schedule in the Open Space Management Scheme which shall be at least 2 (two) weeks and if the Management Company fails to comply with such notice within 2 (two) weeks of receipt of it then the Council may access the Open Space with workmen, plant and machinery to carry out the works required to remedy the default and to recover its reasonable costs of carrying out such works from the Management Company.

- 2.6. To pay the Open Space Contribution to the Council in the following instalments:
 - 2.6.1. 25% of the Open Space Contribution shall be paid to the Council prior to Occupation of 25% of the Market Dwellings;
 - 2.6.2. a further 25% of the Open Space Contribution shall be paid to the Council prior to the Occupation of 50% of the Market Dwellings;
 - 2.6.3. a further 25% of the Open Space Contribution shall be paid to the Council prior to the Occupation of 75% of the Market Dwellings;
 - 2.6.4. the final 25% of the Open Space Contribution shall be paid to the Council prior to the Occupation of the final Market Dwelling.

3. Local People

- 3.1. Throughout the period when the Development is under construction to use (or seek to procure that its building contractor uses) its reasonable endeavours to cooperate with the Council to develop an employment and training scheme to promote employment opportunities for Local People during the construction of the Development;
- 3.2. To use its reasonable endeavours to:
 - 3.2.1. employ local contractors and sub-contractors and Local People in the construction of the Development;
 - 3.2.2. consult with the Council with a view to identifying procedures to facilitate the appointment of Local People in the construction of the Development;

3.2.3. prior to the Commencement of Development to agree with the Council a method statement to facilitate the appointment of Local People in the construction of the Development

PROVIDED ALWAYS THAT nothing in this paragraph 3 shall require the Owner or Developer (or its building contractor) to do or refrain from doing anything that would be contrary to prudent business practice or contrary to law or that would put the Owner or Developer in breach of any pre-existing contractual arrangement.

4. Longridge Loop

To pay the Longridge Loop Contribution to the Council prior to the Occupation of the 30th Dwelling.

THIRD SCHEDULE

The Owners' Covenants with the County Council

The Owners covenant with the County Council in the following terms:-

1. Primary School Land

- 1.1. From the Commencement of Development the Primary School Land shall be reserved and held by the Owners for the Reservation Period solely for the provision of additional primary school places and for no other purpose.
- 1.2. Prior to the Occupation of 50% of the Dwellings the County Council shall serve notice on the Owners specifying whether it requires provision of additional primary school places on the Primary School Land, together with the Reduced Education Contribution or the payment of the Full Education Contribution;
- 1.3. In the event that the County Council elects (in accordance with paragraph 1.2) to receive the Full Education Contribution then paragraph 1.9 of this Third Schedule shall apply and there shall be no requirement for the Primary School Land to be provided on the Site and all obligations and restrictions upon the Owners and the Primary School Land contained in this Third Schedule other than those contained in paragraph 1.9 shall cease and determine forthwith;
- 1.4. In the event that the Council elects (in accordance with paragraph 1.2) to provide additional primary school places on the Primary School Land then paragraphs 1.5 – 1.8 of this Third Schedule shall apply and the Owners shall only be required to pay the Reduced Education Contribution (and not the Full Education Contribution) to the County Council in the following instalments:
 - 1.4.1. 25% of the Reduced Education Contribution shall be paid to the County Council prior to Occupation of 25% of the Dwellings;
 - 1.4.2. a further 25% of the Reduced Education Contribution shall be paid to the County Council prior to the Occupation of 50% of the Dwellings;
 - 1.4.3. a further 25% of the Reduced Education Contribution shall be paid to the County Council prior to the Occupation of 75% of the Dwellings;

- 1.4.4. the final 25% of the Reduced Education Contribution shall be paid to the County Council prior to the Occupation of 90% of the Dwellings.
 - 1.5. Subject to sub-paragraphs 1.2 to 1.4 of this Third Schedule, if during the Reservation Period the County Council:
 - 1.5.1. serves a written notice and evidence (in the form of either a copy of the County Council's resolution or confirmation from the Secretary of State that Free School/Academy Arrangements have been entered into) upon the Owners which confirms that a Land Trigger Event has occurred; and
 - 1.5.2. delivers to the Owners a draft transfer of the freehold to the Primary School Land completed by the County Council and containing the matters set out in paragraph 1.6 of this Third Schedule (below)

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

- 1.6. Any transfer of the Primary School Land to the County Council pursuant to sub-paragraph 1.2. of this Third Schedule shall:
 - 1.6.1. provide that the consideration payable by the County Council to the Owners for the Primary School Land shall be the PSL Purchase Price;
 - 1.6.2. ensure that the Primary School Land shall be transferred to the County Council with highways and service ducts constructed to an adoptable standard up to the boundary of the site and free from contamination (other than any naturally occurring), any adverse ground conditions preventing a normal foundation solution, or other development constraints relating to archaeology, ecology (protected species), tree preservation orders or restrictive covenants.
 - 1.6.3. ensure that the Primary School Land shall be transferred to the County Council free from any mortgage, charge, lien or any other encumbrances.

- 1.6.4. grant the transferee such rights to use the roads, services and service media constructed up to the boundary of the Primary School Land pending their adoption or being taken over by the relevant authority utility company or service provider so as to be reasonably sufficient and readily available to serve the Primary School Land for its intended purpose;
- 1.6.5. impose a covenant upon the Primary School Land to bind the same into whatsoever hands the same may come to the effect that the Primary School Land and any part thereof shall be used solely for the provision of additional primary school places;
- 1.6.6. reserve all necessary rights and impose all necessary covenants to ensure that the Owners can secure the carrying out and use of the Development or any part thereof and enable the Owners to use any existing services and service media passing in or under the Primary School Land and the right to lay and use services and service media in or under the Primary School Land (but not under buildings) and to inspect (with or without vehicles, plant and/or machinery), repair, renew, cleanse and maintain the same PROVIDED THAT rights to lay services and service media and to inspect, repair, renew, cleanse and maintain the same shall be restricted during term time except in the case of an emergency; and
- 1.6.7. include provisions to ensure compliance with paragraphs 1.11 and 1.12 of this Third Schedule below.
- 1.7. If the County Council and the Owners are unable to agree the terms of the transfer of the Primary School Land within the 3 month period referred to in paragraph 1.5 of this Third Schedule above then either party may apply for the terms to be fixed by an Expert in accordance with Clause 12 of this Deed.
- 1.8. Where paragraph 1.5 of this Third Schedule applies the County Council and the Owners agree that completion of the transfer of the Primary School Land shall take place no later than the date which is 30 Working Days from the date upon which the terms of the transfer are agreed or fixed in accordance with the provisions of paragraph 1.7 of this Third Schedule.

1.9. In the event that the County Council elects (in accordance with paragraph 1.2 of the Third Schedule to receive the Full Education Contribution then the Full Education Contribution shall be payable by the Owners to the County Council in the following installments;

1.9.1. 25% of the Full Education Contribution shall be paid to the County Council prior to Occupation of 25% of the Dwellings;

1.9.2. a further 25% of the Full Education Contribution shall be paid to the County Council prior to the Occupation of 50% of the Dwellings;

1.9.3. a further 25% of the Full Education Contribution shall be paid to the County Council prior to the Occupation of 75% of the Dwellings;

1.9.4. the final 25% of the Full Education Contribution shall be paid to the County Council prior to the Occupation of 90% of the Dwellings.

1.10. In the event that:

1.10.1. the County Council has served the notice under paragraph 1.2 of this Third Schedule requiring the Primary School Land to be transferred but the transfer of the Primary School Land has not been completed prior to the expiry of the Reservation Period then the obligations and restrictions upon the Owners and the Primary School Land contained in this Third Schedule shall cease and determine forthwith.

1.11. In the event that:

1.11.1. the Primary School Land has been transferred to the County Council by the Owners in accordance with paragraph 1.8 of this Third Schedule; and

1.11.2. the County Council has failed to commission the building of additional primary school places on the Primary School Land within ten years of the date of such transfer

then paragraph 1.12 of this Third Schedule shall apply.

1.12. Where this paragraph 1.12 applies then the Owners may at any time serve upon the County Council a written notice:

1.12.1. stating that this paragraph 1.12 of this Third Schedule applies;
and

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

1.12.3. (a) the consideration payable by the original transferor shall be the same PSL Purchase Price which was payable to the original transferor by the County Council pursuant to the original transfer pursuant to paragraph 1.8 of this Third Schedule; and

1.12.4. (b) the Primary School Land shall be transferred back to the original transferor in the same condition as it was transferred to the County Council pursuant to paragraph 1.8 of this Third Schedule.

1.13. The County Council shall complete the freehold transfer of the Primary School Land to the original transferor upon the terms set out in subparagraph 1.6 of this Third Schedule (above) within 3 months of being served with written notice by the Owners in accordance with paragraph 1.12 of this Third Schedule and for the avoidance of doubt upon completion of such transfer the Primary School Land shall be released from all restrictions and obligations contained in this Deed.

2. Transport Contribution

2.1. The Owners shall pay the Transport Contribution to the County Council as follows:

2.1.1. £210,000 of the Transport Contribution shall be paid prior to the Occupation of the 30th Dwelling;

2.1.2. £180,000 of the Transport Contribution shall be paid prior to the Occupation of the 50th Dwelling;

2.1.3. £50,000 of Transport Contribution shall be paid prior to the Occupation of the 80th Dwelling;

2.1.4. £175,000 of the Transport Contribution shall be paid prior to the Occupation of the 120th Dwelling; and

2.1.5. £24,000 of the Transport Contribution shall be paid prior to the Occupation of the 150th Dwelling.

- 2.2. The County Council shall use the Transport Contribution solely for the following key measures:
- 2.2.1. A6/M55 Junction 1 interchange funding contribution of £210,000 toward an additional slip road (to develop additional highway capacity);
 - 2.2.2. Public Transport Infrastructure - £180,000 for the Longridge – Grimsargh – Ribbleton – Preston City Centre public transport priority corridor;
 - 2.2.3. Travel Plan assistance by the County Council – A contribution of £24,000 for the purpose of the County Council providing advice and guidance on Travel Plan development and implementation in line with 2.1.5.1.6 of the Planning Obligations in Lancashire Policy (September 2008);
 - 2.2.4. Pedestrian and Cycle Measures – A contribution of £175,000 to the Preston – Longridge railway cycle route. Contribution to be used to provide a cycle route along the old Preston to Longridge railway or alternative provision on Preston Road if old railway route cannot be delivered.
 - 2.2.5. Public Realm Improvements in Longridge Town Centre, a £50,000 contribution to provide widened footways uncontrolled crossings and bus stop upgrades to improve linkage and accessibility.

FOURTH SCHEDULE

Council's Covenants with the Owners

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

1. General

- 1.1. The Council hereby covenants with the Owners to use all sums received from the Owners 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 Owners and the Council shall agree in writing.
- 1.2. The Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed within 31 Working Days of receipt of such request.
- 1.3. At the written request of the Owners the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

2. Repayment of contributions

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

FIFTH SCHEDULE
County Council's Covenants with the Owners

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

1. General

- 1.1. The County Council hereby covenants with the Owners to use all sums received from the Owners 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 Owners and the County Council shall agree in writing.
- 1.2. The County Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed within 31 Working Days of receipt of such request.
- 1.3. At the written request of the Owners 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.
- 1.4. The County Council shall comply with its obligations in this Deed, including those obligations set out in the Third Schedule.

2. Repayment of contributions

- 2.1. The County Council covenants with the Owners that it will repay to the person making the payment any payment made to the County Council under this Deed which has not been expended in accordance with the provisions of this deed within ten 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.

3. Transfer of Primary School Land

- 3.1. The County Council agrees to complete the transfer of the Primary School Land to the original transferor in accordance with the provisions of paragraph 1.13 of the Third Schedule.

4. The Full Education Contribution or the Reduced Education Contribution

4.1. The County Council and the Owners acknowledge that the County Council intends to spend the Full Education Contribution at Longridge CE Primary School or the Reduced Education Contribution at the Primary School Land as the case may be to deliver additional primary school places. It is noted that the application of the Full Education Contribution or the Reduced Education Contribution by the County Council for this purposes is subject to the following factors:-

- 4.1.1. willingness of school governing body to expand;
- 4.1.2. suitability of site;
- 4.1.3. planning permission & compliance with Section 77 of the Schools Standards and Framework Act 1998 and Schedule 1 to the Academies Act 2010;
- 4.1.4. consultation with local schools and the community;
- 4.1.5. parental preference at the time that the places are required;
- 4.1.6. school standards at the time that the places are required;
- 4.1.7. availability of other funding streams.

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



1574

Mayor:

Chief Executive

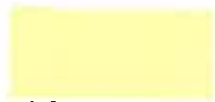


THE COMMON SEAL OF LANCASHIRE)
COUNTY COUNCIL)
was affixed to this Deed in the presence of:)



24647

Authorised Signatory:



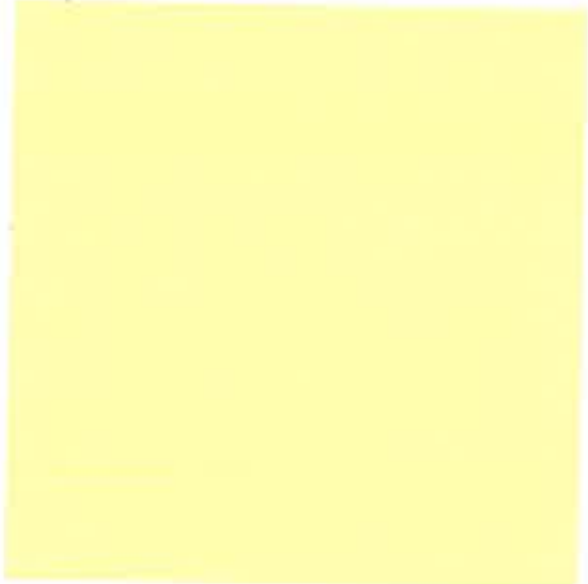
**EXECUTED AS A DEED by
DAVID HAZZARD as an
Executor of the Estate of
GEORGE NEWSHAM**
in the presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



**EXECUTED AS A DEED by
RAYMOND GREEN as an
Executor of the Estate of
GEORGE NEWSHAM**
in the presence of:

)
)

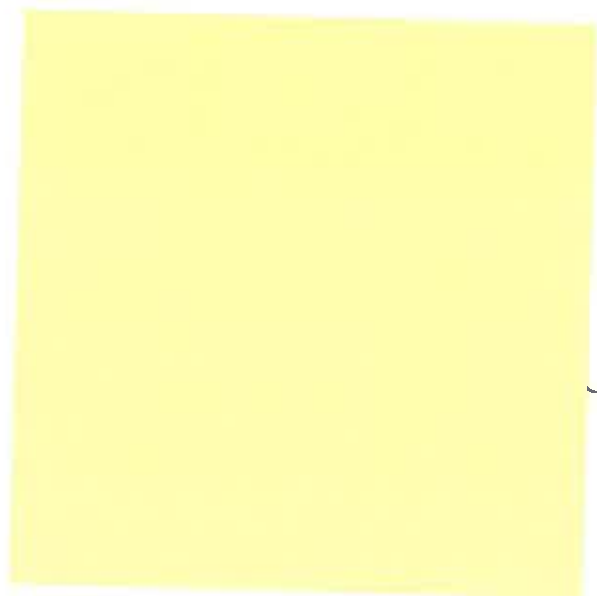


Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



**EXECUTED AS A DEED by
TIMOTHY GREENWOOD
AS A TRUSTEE OF)
LONGRIDGE CRICKET CLUB)**

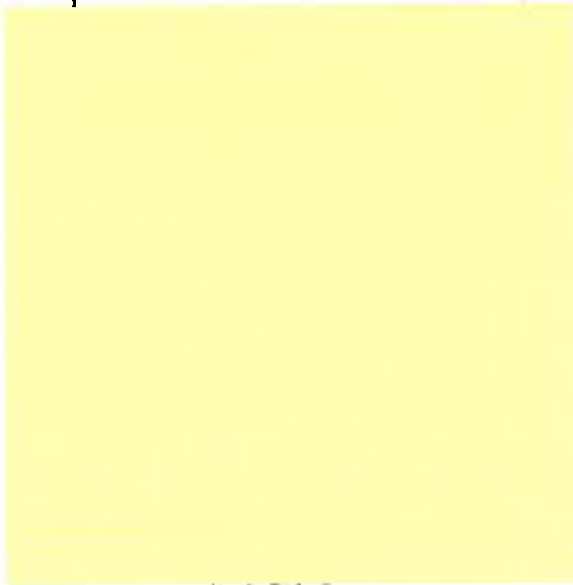
in the presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



**EXECUTED AS A DEED by
IAN BARTON
AS A TRUSTEE OF
LONGRIDGE CRICKET CLU**

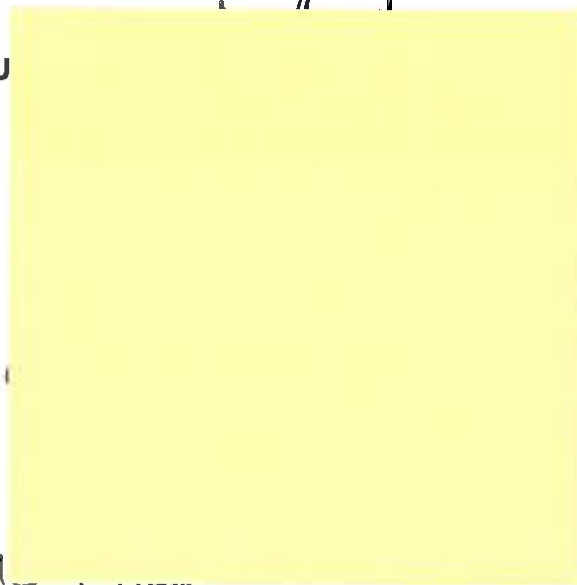
in the presence of:

Witness Signature:

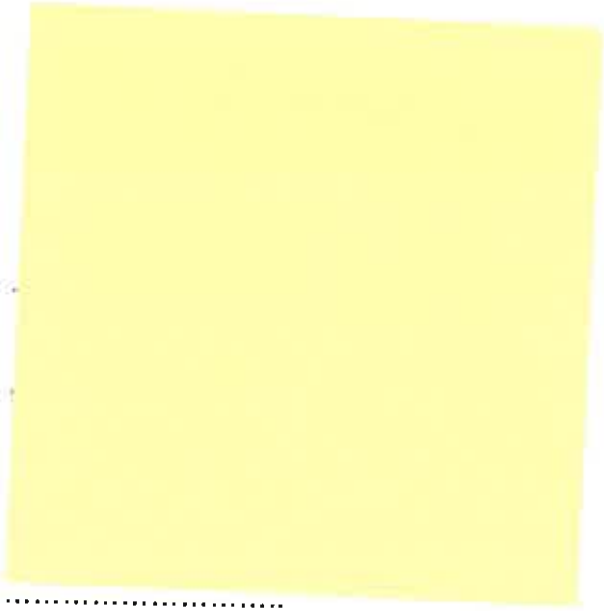
Witness Name:

Witness Occupation:

Witness Address:



**EXECUTED AS A DEED by
THOMAS EDWARD HAWORTH
AS A TRUSTEE OF
LONGRIDGE CRICKET CLUB**
in the presence of:



Witness Signature:

Witness Name:

Witness Occupation:

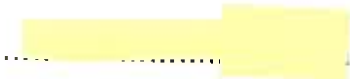
Witness Address:

.....

**EXECUTED AS A DEED by
THOMAS ALAN PROCTER**
in the presence of:

)

)

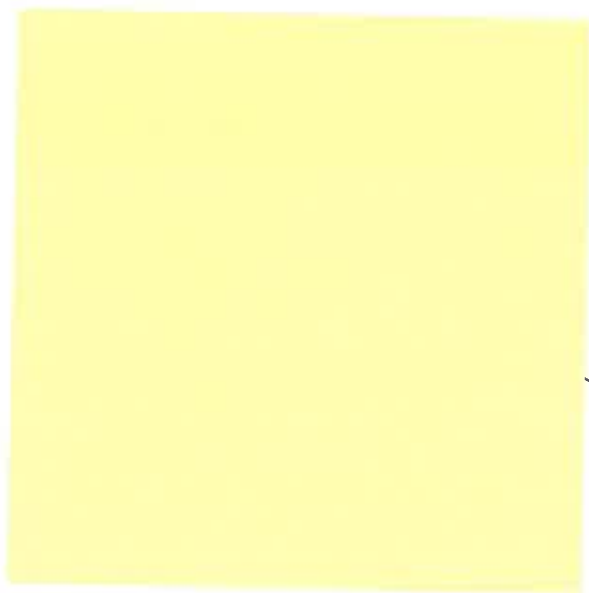


Witness Signature:

Witness Name:

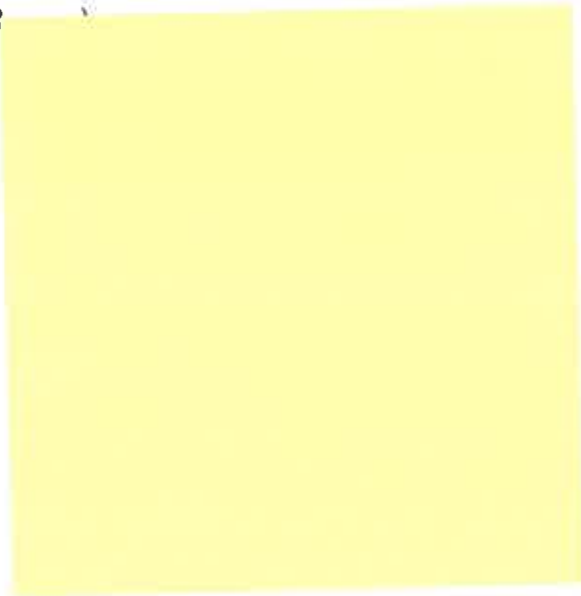
Witness Occupation:

Witness Address:



et

**EXECUTED AS A DEED by
MAUREEN LILIAN PROCTER**
in the presence of:



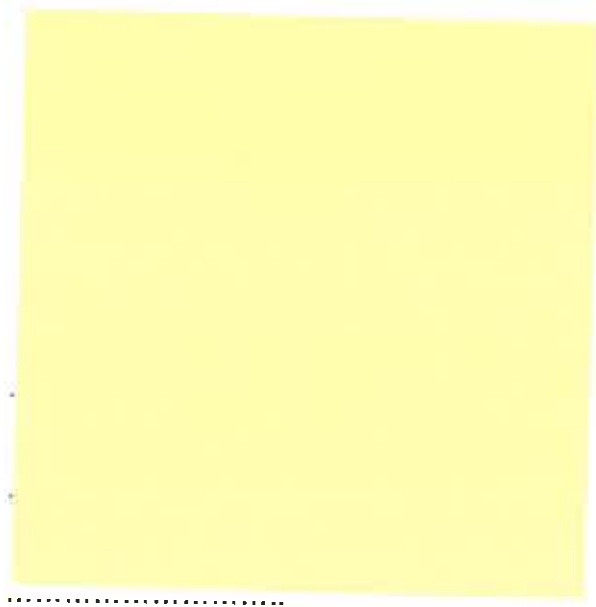
Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

**EXECUTED AS A DEED by
PAUL NICHOLAS GALE**
in the presence of:



Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

.....
.....

EXECUTED AS A DEED by

DEBORAH JOY GALE

in the presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

EXECUTED AS A DEED on behalf of

BDW TRADING LIMITED

by

and: ..

in exercise of the powers conferred on them by
a Power of Attorney dated 24 March 2015 who have
hereunto set the name of
BDW TRADING LIMITED

In the presence of:

Signed by witness:

Name:

Address:

Occupation: