

DATED

17th DECEMBER

2020

UNILATERAL UNDERTAKING

**made pursuant to section 106 of the Town and Country
Planning Act 1990 relating to**

LAND AT SPOUT FARM PRESTON ROAD LONGRIDGE LANCASHIRE

DENIS GERALD LAMBERT

to

RIBBLE VALLEY BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUNCIL

THIS UNDERTAKING is delivered as a deed on

17th December 2020

BY

- (1) **DENIS GERALD LAMBERT** of Spout Farm Preston Road Longridge Lancashire PR3 3BE
(Owner)

TO

- (2) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk Clitheroe, Lancashire BB7 2RA (Council) and
- (3) **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Preston, Lancashire PR1 8XJ (County Council)

WHEREAS

- (A) The Council and the County Council are the local planning authorities for the purposes of the 1990 Act for the area within which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is the local highway authority and the education authority for the area in which the Site is situated
- (C) The Owner is the registered proprietor of the Site held at the Land Registry under title number LAN143371
- (D) The Site has the benefit of and is subject to the Planning Permission
- (E) The Owner has agreed to enter into this Deed to secure the planning obligations it creates and so that the obligations contained in this Deed may be enforced by the Council and the County Council against the Owner and any person or persons deriving title from them.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this deed where the context so admits the following expressions shall have the following meanings:

1990 Act: means the Town and Country Planning Act 1990 (as amended)

Affordable Housing: means subsidised housing that will be available to an Approved Person

Affordable Housing Units: means ten (10) of the total Dwellings on the Development to be provided as Affordable Housing of which three (3) shall be two bedroom bungalows (lifetime homes standard), two (2) shall be two bedroom houses, three (3) shall be three bedroom houses and two (2) shall be four bedroom houses and Affordable Housing Unit shall be construed accordingly

Affordable Rented Units: means the Affordable Housing Units that are intended to be let subject to a Rental Agreement and Affordable Rented Unit shall be construed accordingly

Applicant: means a person applying for a Rental Agreement of an Affordable Rented Unit and their intended household for the purposes of assessing their eligibility for a Rental Agreement of an Affordable Rented Unit

Application: means the application for full planning permission for the Development dated the 12th day of May 2020 submitted to the Council and allocated reference 3/2020/0309

Approved Person: means a person in Financial Need who meets the Qualifying Criteria

BCIS means: the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same), where;

$$A \times B/C = D$$

Where;

A = the contribution payable in accordance with this deed

B = the figure shown in the BCIS All-in Tender Price Index for the period immediately prior to the date of payment under this Agreement

C = the figure shown in the BCIS All-in Tender Price Index for the period last published before the date of this agreement and

D = the recalculated sum under this Agreement

Biodiversity Contribution: means the sum of £17,000 (seventeen thousand pounds) for a predator resistant fence around the adjacent Alston Wetlands

Borough: means the Borough of Ribble Valley

Bungalow: means a unit of accommodation that provides a principle bedroom and bathroom at ground floor, in addition to and without compromising kitchen/dining and living room provision, all of which shall be designed to meet national space standards. All internal and external arrangements of the unit of accommodation / dwelling shall also accord with specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions). For the avoidance of doubt the ground floor accommodation shall possess the ability to be habitable without necessitating the need for access to upper floor accommodation by the user.

Commencement of Development: means the commencement of any material operation (as defined in the 1990 Act Section 56(4)) forming part of the Development

other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and Commence the Development shall be construed accordingly

Community Contribution: means the sum of £3000 (three thousand pounds) for works on the Longridge loop route

Date of Practical Completion: means the date of issue of a certificate of practical completion by the Owner's architect or if the Development is constructed by a party other than the Owner, by the other party's architect or the date of issue of a warranty cover note pursuant to the requirements of the Council of Mortgage Lenders by the warranty provider appointed for the Development

Development: means the development of the Site with thirty four (34) Dwellings pursuant to the Planning Permission

Disposal: means each and every means by which the right of occupation of the Affordable Housing is given or transferred to another person body or company and Dispose and Disposed shall be construed accordingly

Dwelling: means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and Dwellings shall be construed accordingly

Education Contribution: means the sum payable in accordance with the provisions of Schedule 3 for the provision of additional school places.

Financial Need: means an Applicant whose means are not reasonably sufficient to enable him/her to buy or rent a suitable property in the Borough which is reasonably convenient and suitable for the Applicant

HCA: means the Homes and Communities Agency or its statutory successors

Interest: means interest at one per cent (1%) above the base lending rate of The Royal Bank of Scotland plc from time to time

Market Housing Units: means the Dwellings on the Development which are on the market for sale at open market value and Market Housing Unit shall be construed accordingly

Next of Kin: means mother father brother sister or adult dependent children

Nominated Officer: means the Council's Housing Strategy Officer or such other officer of the Council as may from time to time be nominated by the Council to act in his place

Nomination Process: means the process of nominating an Approved Person in accordance with the Council's allocation policy

Notice: means a written notice from the Owner to the Nominated Officer confirming that the Owner intends to market for sale Affordable Housing Units

Occupation: means the use of a dwelling for residential purposes and Occupy shall be construed accordingly

Off Site Recreation Contribution: means the sum of £21,321.27 (twenty one thousand three hundred and twenty one pounds twenty seven pence) for improvement works at the Council Recreation Grounds at Kestor Lane and Highfield Drive Longridge

Open Market Value: means in relation to the Shared Ownership Units and the Affordable Rented Units such open market value as is agreed between the Owner and the RP (assuming a Disposal to the RP) assessed in general accordance with the Appraisal & Valuation Manual of the Royal Institution of Chartered Surveyors as amended from time to time and assuming:

- (i) a willing seller;
- (ii) there has been a reasonable period (having regard to the nature of the dwelling and the state of the market) for proper marketing of the interest, the agreement of the price and terms and as appropriate the completion of a sale;
- (iii) that the state of the market, levels of values and other circumstances were on any earlier assumed date of exchange the same;
- iv) that no account is taken of any additional bid by a buyer with a special interest; and
- v) that both parties to the transaction had acted knowledgeably prudently and without compulsion

And disregarding:-

- vi) any restriction requirement or limitation whereby the Affordable Housing Units are to be sold or rented at a discount.

- Over 55 Accommodation
- For the purposes of this agreement the definition of over 55's Housing provision is as follows:
- A unit of accommodation/dwelling that shall not be occupied by a person under the age of 55 years except that in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age.
- The internal arrangements of the unit of accommodation/dwelling shall accord with the specifications and requirements of category 2 housing as defined in M4(2) of Approved Document M (volume 1 2015) of The Building regulations 2010 (or any subsequent revisions).

Plan: means the plan attached to this Deed

Planning Permission: means the planning consent granted pursuant to the Application.

Qualifying Criteria: means the priority in which an Applicant will be allocated Affordable Housing being persons (and in the case of a buyer only first time buyer (s)) who can demonstrate a housing need for the type of an Affordable Housing Unit who are in order of priority:

- (a) those living in the Borough for more than 10 years
- (b) those living in the Borough and have done so continually for between 5 to 10 years
- (c) those living in the Borough and have done so continually for a minimum of 12 months
- (d) those Working in the Borough for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid
- (e) persons of whom at least one of the adult applicants have Next of Kin who have lived in the Borough continually for a minimum of 5 years.
- (f) persons who are former residents of the Borough who have moved from the Borough because of a lack of Affordable Housing in the Borough
- (g) (in the case of a buyer only) non- first time buyers who can meet one of the qualification provisions set out in paragraphs a – f above

Primary Education Contribution means: the sum of £167,499.60 adjusted by BCIS from the date of planning approval to the date of payment to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places at Longridge CE Primary School and/or St Wilfrid's Roman Catholic Primary School or any subsequent name or designation by which they are known;

Regulations: means the Community Infrastructure Levy Regulations 2010 no.948

Rental Agreement: means a letting agreement for an Affordable Rented Unit granted by the RP on its standard terms and conditions to an Approved Person in accordance with the Nomination Process and subject to a rent which is acceptable as affordable for the Borough by the HCA but which shall exclude any right which the lessee may otherwise have to acquire the freehold of the Affordable Rented Unit to which that rental agreement relates (so far as it is legally possible to do so)

RP: means a provider of social housing within the meaning of the Housing and Regeneration Act 2008 (as redefined by any amendment, replacement or re-enactment of such Act) registered with the HCA or such other provider of social housing who is approved by the Council (such approval not to be unreasonably withheld or delayed)

Secondary Education Contribution means: the sum of £92,247 adjusted by BCIS from the date of planning approval to the date of payment to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places at St Cecilia's Roman Catholic Technology College and/or

Archbishop Temple Church Of England High School And Technology College or any subsequent name or designation by which they are known;

Shared Ownership: means a method of acquiring part ownership of an Affordable Unit by purchasing a share of the freehold or long leasehold then paying rent on the non-purchased share to an RP where part owner can subsequently purchase additional shares

Site: means the land that was the subject of the Application and against which this Deed may be enforced shown edged red on the Plan and described in Schedule 1

Shared Ownership Lease: a long leasehold interest under which Shared Ownership is acquired.

Staircase: means the exercise by the tenant under a Shared Ownership Lease of the right to acquire a greater interest in a Shared Ownership Unit by paying a percentage of the market value to the RP after which the rent payable on the part retained by the RP shall be reduced proportionately and Staircasing shall be construed accordingly

Working: means a person who is permanently employed or self-employed for a minimum of 18 hours per week paid or unpaid in the Borough

Working Days: means any day of the week excluding Saturdays, Sundays and Bank Holidays

- 1.2 References in this Deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph, or schedule in this Deed so numbered.
- 1.3 Words importing the singular meaning include the plural meaning and vice versa when the context admits.
- 1.4 Words of masculine gender include the feminine and neuter genders and the words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeably in that manner
- 1.5 Whether an obligation falls to be performed by more than one person the obligation shall be enforced against every person jointly bound and against each of them individually unless there is an express provision otherwise
- 1.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it
- 1.7 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their respective statutory functions

- 1.8 Headings where they are included for convenience only are not intended to influence the interpretation of this Deed

2. LEGAL BASIS

- 2.1 This Deed constitutes a planning obligation for the purposes of Section 106A of the 1990 Act section 111 of the Local Government Act and any other enabling powers and is enforceable by the Council and the County Council as herein provided.

- 2.2 This Deed shall come into effect on the date referred to above.

3. CONDITIONS PRECEDENT AND DURATION

- 3.1 This Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development save for the provisions of clause 7 which shall come into effect immediately upon completion of this Deed

- 3.2 This Deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or without the consent of the Owner and the Developer, it is modified by any statutory procedure or expires before the Commencement of Development

- 3.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after parting with his interest in the Site or the part of the Site in which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest

- 3.4 Nothing in this Deed shall prevent compliance with any obligations pursuant to it before that obligation comes into effect under this clause 3 and no such early compliance shall amount to a waiver of the effect of this clause 3

4. OTHER DEVELOPMENT

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not by appeal) after the date of this Deed

5. NON-ENFORCEMENT

This Deed shall not be enforceable against:

- 5.1 the owner-occupiers or tenants and the mortgagees of the Dwellings constructed pursuant to the Planning Permission, or against those deriving title from them, except in respect of Schedule 2 paragraph 2 which shall remain enforceable against owner-occupiers and/or tenants of the Affordable Housing Units their mortgagees and those deriving title from them save as mentioned in Schedule 2

- 5.2 any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications, services or public transport services;
- 5.3 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and/or cycle ways to be constructed on the Site
- 5.4 the Owner after he has disposed of his interest in the Site, or in the event of a disposal of part, in the part disposed of, other than a disposal of an interest in the nature of an easement or the benefit of a restriction or similar but not so as to release the owner from any antecedent breach, non-performance or non-observance of his obligations;

6. OWNER'S COVENANTS

- 6.1 The Owner covenants with the Council as set out in Schedule 2
- 6.2 The Owner covenants with the County Council as set out in Schedule 3
- 6.3 The Owner covenants to pay the Council and County Council legal fees in respect of this Deed is the sum of £760 and £350 respectively on completion of this Deed

7. PROVISIONS OF IMMEDIATE EFFECT

- 7.1 Nothing in this Deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties Act) 1999.
- 7.2 The Owner agrees with the Council to give the Council prompt written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Deed have been discharged such notice to contain details of the transferees

8. NOTICES

- 8.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:
 - (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 8.2 The address for any notice or other written communication shall be within the United Kingdom
- 8.3 A notice or communication shall be served or given:
 - (a) On the Owner at Spout Farm, Preston Road, Longridge, Preston, Lancashire PR3 3BE or such other address as shall be notified in writing to the Council from time to time;

- (b) On the Council at Church Walk Clitheroe Lancashire BB7 2RA or such other address as shall be notified to the Owner and the Developer from time to time marked for the attention of: the Housing Strategy Officer;
 - (c) On the County Council at PO Box 78 County Hall Preston PR1 8XJ
- 8.4 Any notice or other communication given in accordance with clause 8.1 and clause 8.3 will be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
 - (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.
- 8.5 A notice or other communication given under this deed shall not be validly given if sent by e-mail.
- 8.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 9. LOCAL LAND CHARGE**
- 9.1 This Deed shall be registered as a local land charge
- 9.2 Following the performance and satisfaction of all of the obligations contained in this Deed the Council shall immediately effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed
- 10. JURISDICTION AND LEGAL EFFECT**
- 10.1 This Deed shall be governed by and interpreted in accordance with the law of England and Wales
- 10.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising or related to this Deed
- 10.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 10.4 No waiver (whether expressed or implied) by the Council (or the County Council or Owner) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall

prevent the Council (or the County Council or the Owner) from enforcing any of the relevant terms and conditions or from acting upon any subsequent breach or default

- 10.5 Wherever under this deed the consent or approval of the Council is required such consent or approval shall not be unreasonably withheld or delayed

11. DISPUTES

- 11.1 Subject to clause 11.4 if any dispute arises relating to or arising out of the terms of this Deed, any party (which for the purposes of this clause 11 shall include the Council) may serve written notice upon the other parties requiring the dispute to be determined under this clause 11. The notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- (a) For the purposes of this clause 11.1 a **Specialist** is a person qualified to act as an expert in relation to the dispute having not less than 10 years professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- (b) Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power with the right to take such further advice as he may require to determine and nominate the appropriate Specialist or to arrange this nomination. If no such organisation exists or the parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or the next most senior officer available of the Law Society.

- 11.2 The Specialist is to act as an independent expert and:

- (a) each party may make written representations within 10 Working Days of his appointment and will copy the written representations to the other party;
- (b) each party is to have a further 10 Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- (c) the Specialist is to be at liberty to call for such written evidence from the parties and seek such other legal or other expert advice as he or she may reasonably require
- (d) the Specialist is not to take oral representations from the parties without giving the other parties the opportunity to be present and give evidence and to cross examine each other
- (e) the Specialist is to have regard to all the representations and evidence before him when making his decision, which is to be in writing and must contain reasons for his decision; and
- (f) the Specialist is to use reasonable endeavours to publish his decision within 30 Working Days of his appointment

- 11.3 Responsibility for the costs of referring a dispute to a Specialist under this clause 11 including the costs connected with the appointment of the Specialist and the Specialist's own costs and the legal and profession fees of any party in relation to a dispute shall be determined by the Specialist
- 11.4 This clause 11 does not apply in relation to disputes in relation to matters of law or the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts

12. INDEXATION INTEREST AND VAT

- 12.1 If any payment due under this Deed is paid late Interest shall be payable from the date the payment is due to the date of payment
- 12.2 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

13. CONTRIBUTIONS

The Contributions which shall be paid pursuant to this Deed are subject to an express trust that they be used for the purposes specified in this Deed and if they shall not have been expended or contractually committed to be spent then on expiry of a ten year period (to be calculated from the date that the final instalment of the last of the Contributions to be paid to the Council and the Country Council) the Contributions or the balance of them (if any) together with all interest accrued upon the balance (if any) shall be promptly repaid to the Owner here meaning the said Denis Gerald Lambert

14. COMMUNITY INFRASTRUCTURE LEVY

- 14.1 If after the date of this Deed the Council approves a charging schedule pursuant to the Regulations and the same has taken effect and as a consequence thereof any planning obligations under this Deed change and/or require that the Owner must pay a sum of money to any person (whether HM Government or to the Council or otherwise) which would duplicate add to or overlap with any planning obligation of a party under this Deed then the terms of this Deed may at the election of the party affected be modified to such extent (if any) as is necessary to provide terms which are financially and practically no less advantageous and no more onerous than the terms of this Deed as at the date they are entered into
- 14.2 With regard to the Regulations as amended if it is expressly declared by the Secretary of State or an inspector appointed by him that any of the Contributions are unlawful or invalid or should not have been taken into account in the determination of the Application as a reason of the grant of planning permission then the clauses of this Deed relating to the Contributions shall be severed and rendered ineffective as far as possible in accordance with Clause 10.3 of this Deed without modifying the remaining provisions of this Deed and shall not in any way affect any other circumstances of or the validity or enforcement of this Deed

IN WITNESS whereof this deed has been executed by the Owner the Council and The County Council as a deed and is intended to be and is delivered on the date first before written

EXECUTED as a D

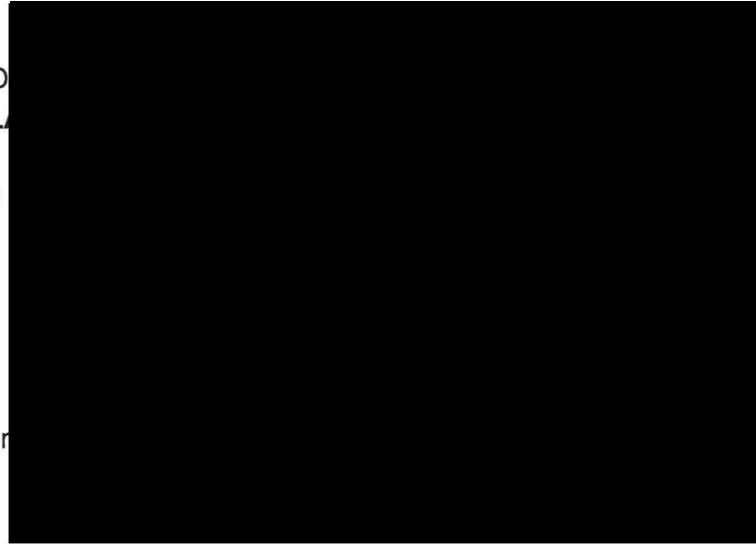
DENIS GERALD L

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:



SCHEDULE 1

THE OWNER'S TITLE AND SITE DESCRIPTION

All that freehold land known as part of Spout Farm Preston Road Longridge PR3 3BE shown edged red on the Plan being part of the land comprised Land Registry Title Number LAN143371

SCHEDULE 2

The Owner's Covenant's with the Council

The Owner hereby covenants and undertakes to the Council that subsequent to the Planning Permission and upon Commencement of Development it will comply with the following obligations:

1. Progress of Development

To give written notice to the Council (via the Nominated Officer) within fifteen Working Days of:

- 1.1 the Commencement of Development; and
- 1.2 the first Occupation of each Dwelling

2. Affordable Housing

The Affordable Housing Units shall:

- 2.1 be as to 50% Affordable Rented Units; and be agreed in writing with the Council
- 2.2 be as to 50% Shared Ownership Units; and be agreed in writing with the Council
- 2.3 not be used or occupied other than as Affordable Housing in accordance with the provisions of this Schedule 2.
- 2.4 be delivered as 3 X (two bedroom Bungalows) on Plots 11, 12 & 13
2 X (two bedroom Houses) on Plots 9 & 10
3 X (three bedroom Houses) on Plots 4, 5 & 6
2 X (four bedroom Houses) on Plots 7 & 8

Over 55 Accommodation shall be delivered as

- 3 X (two bedroom Bungalows) on Plots 11, 12 & 13
- 2 X (three bedroom Market Bungalows) on Plots 3 & 14

3 Disposal

- 3.1 To Dispose of the Affordable Units to an RP approved by the Council on completion of the construction of the Affordable Units and to notify the Council in writing accordingly

3.2 Not (unless otherwise agreed in writing by the Council) to allow the first occupation of more than 11 of the Open Market Units until the Affordable Units have been built ready for occupation

3.3 If within a period of either 6 months from the completion of construction or 6 months from the commencement of marketing of the Affordable Units (whichever is the later) reasonable terms have not been agreed with an RP for the sale of all of the Affordable Units to an RP then:-

3.3.1 The Affordable Rented Units may at the option of the Owner remain as Affordable Rented Units delivered by a private landlord; and

3.3.2 The Owner shall be permitted to sell the Shared Ownership Units as discounted sale units at no more than 60 percent of open market value to a non-RP subject to the buyer is eligible and subject to the Qualifying Criteria.

3.4 The Affordable Units shall (subject to the remaining provisions of this Schedule) be permanently subject to each and every one of the restrictions regulating the development as are contained in this Deed and the purpose and intent of these restrictions shall be registered at HM Land Registry upon the title relating to the Affordable Units

3.5 The restrictions referred to in the preceding sub paragraph are as follows:-

3.5.1 That the Affordable Rented Units be available for rent

3.5.2 That (where the Affordable Rented Units are owned by an RP) the Affordable Rented Units will be allocated by 100% nomination arrangements or first let to Approved Persons nominated by the Council in accordance with the Council's allocations policy

3.5.3 That subsequent lets will be on a 100% nomination arrangement to Approved Persons by the RP

3.5.4 That rents to be charged on the Affordable Rented Units will be in accordance with the Government's Guidance on Affordable Rented Housing but the Rent shall not be greater than the Local Housing Allowance rates for the Borough of Ribble Valley.

4 Mortgagee Protection and Releases

The restrictions in this Schedule 2 shall not apply to Affordable Housing Units:

4.1 in possession of a chargee or mortgagee of a RP in the event of a default under a mortgage or charge or in possession of any receiver or manager appointed by them or any successors in title to such mortgagee or chargee PROVIDED THAT the chargee or mortgagee or receiver or manager

4.1.1 has given the Council written notice not less than two (2) months' notice of its intention to exercise the power of sale; and

4.1.2 has used reasonable endeavours over a period of three (3) months to first dispose of the dwellings to another RP and has provided written evidence of such to the Council, has consulted with the Council and obtained their approval

they shall be entitled to dispose of the Affordable Housing Units which have not by that time been disposed of to a RP on the open market to a willing buyer and the buyer shall take free of the restrictions imposed in relation to the relevant Affordable Housing Units

4.2 owned by a tenant who has exercised a statutory right to acquire by way or a purchase grant or like scheme or any mortgagee or chargee of such tenant or any receiver appointed by such mortgagee or chargee (including administrative receivers)

4.3 the mortgagee of a tenant of a Shared Ownership Unit or any receiver appointed by the mortgagee or any person deriving title or authority through such mortgagee or receiver provided that any such mortgagee shall be a full member of the Council of Mortgage Lenders unless otherwise approved in writing by the Council on a case-by-case basis and clause 10.5 of this Deed shall not apply

4.4 the owner of a Shared Ownership Unit who has purchased one hundred percent (100%) of the equity of a Shared Ownership Lease following the exercise of staircasing rights or in accordance with any other Homebuy scheme or any mortgagee or chargee of such and any receiver appointed (including administrative receivers)

5. Off Site Recreation Contribution

To pay the Off Site Recreation Contribution to the Council prior to the occupation of the 10th Dwelling

Not to allow occupation of the 10th Dwelling until the Off Site Recreation Contribution has been paid to the Council

6. Biodiversity Contribution

To pay the Biodiversity Contribution to the Council prior to the occupation of the 10th Dwelling

Not to allow occupation of the 10th Dwelling until the Biodiversity Contribution has been paid to the Council

7. Community Contribution

To pay the Community Contribution to the Council prior to the occupation of the 10th Dwelling

Not to allow occupation of the 10th Dwelling until the Community Contribution has been paid to the Council

SCHEDULE 3

Education Contribution

1. The Owner covenants with the County Council to pay the Primary Education Contribution and the Secondary Education Contribution in two equal instalments as follows:
 - 1.1 the first instalment of 50% will be payable on the Occupation of the tenth (10th) Dwelling on the Development; and
 - 1.1 the second instalment, the remaining 50%, will be payable on the Occupation of the twentieth (20th) Dwelling on the Development.
2. The Owner further covenants with the County Council to notify the County Council in writing of the tenth (10th) Occupation and the twentieth (20th) Occupation respectively

The Primary Education Contribution is intended to be spent at Longridge CE Primary School and/or St Wilfrid's Roman Catholic Primary School. The Secondary Education Contribution is intended to be spent at at St Cecilia's Roman Catholic Technology College and/or Archbishop Temple Church Of England High School And Technology College.

