

**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)

"We hereby certify this to be
a true copy of the original
Wardhadaway
2/11/15"

Ward Hadaway

- 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.

"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

"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).

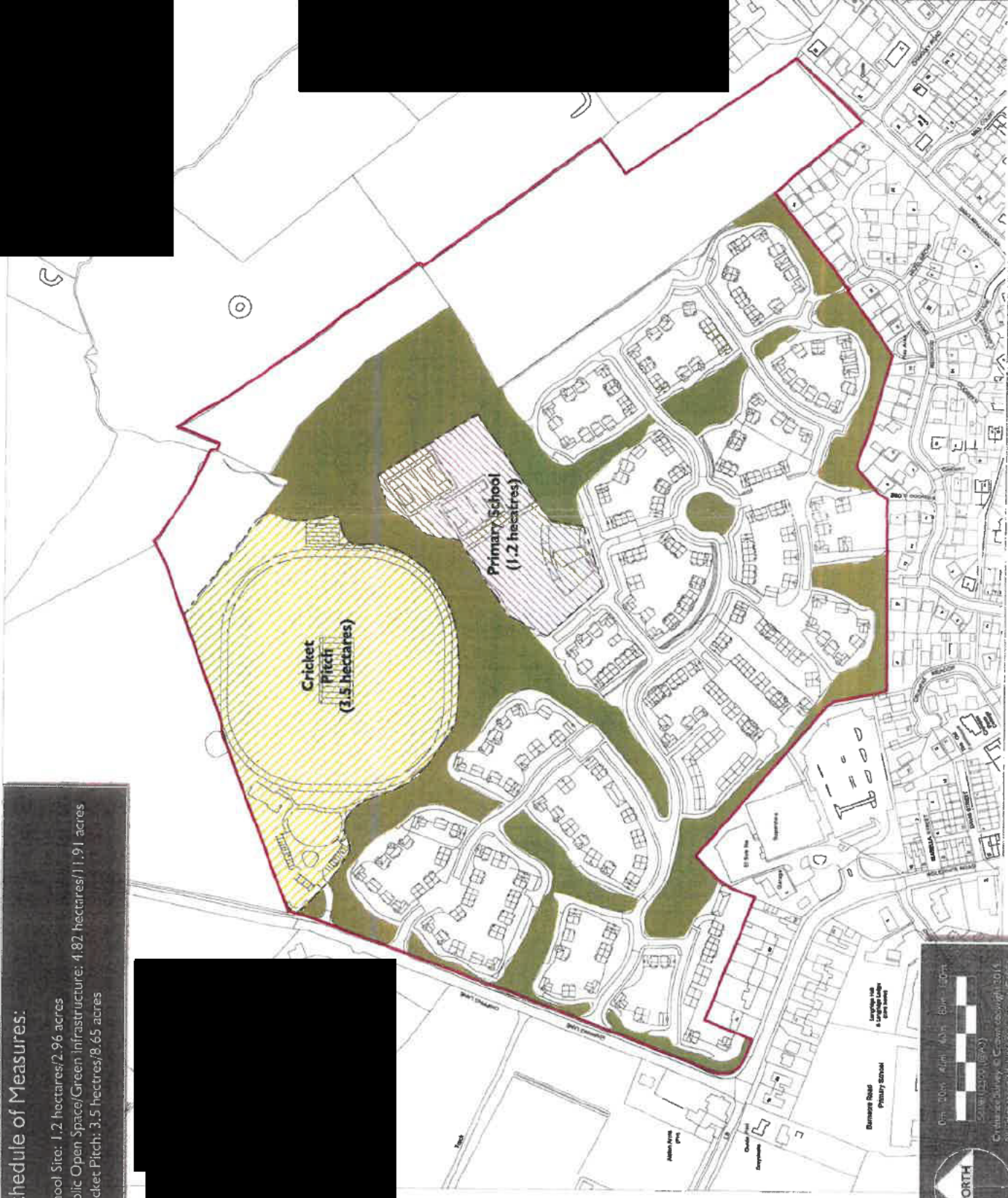
PLAN 1

Key

- Site Boundary
- Green Infrastructure/POS Locations
- School Site
- Crickets Pitch

e*SCAPE
u r b a n i s t s

Project Title: Hagen Brook, Lezardale
Project No: 013-008-POS
Client: Barratt Homes
Planning Number: 013-008-POS
Revision: REV A
Drawing Title: Minimum Quinquennium for School & Public Open Space
Scale: 1:2,500 @ A3
Date: September 15



Schedule of Measures:

- School Site: 1.2 hectares/2.96 acres
- Public Open Space/Green Infrastructure: 4.82 hectares/11.91 acres
- Crickets Pitch: 3.5 hectares/8.65 acres

0m 20m 40m 60m 80m

nORTH

Scale: 1:2500 (REV A)
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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

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.

- (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

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.

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;

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

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.

- 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.

- 1.9. 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 transferthen paragraph 1.12 of this Third Schedule shall apply.

- 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.

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

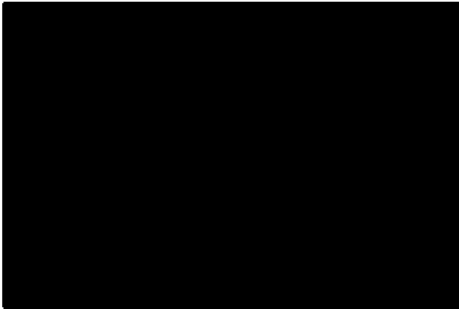
- 3.1. The County Council agrees to complete the transfer of the Primary School Land to the original transferor in accordance with the provisions of paragraph 1.13 of the Third Schedule.

4. The Full Education Contribution or the Reduced Education Contribution

THE COMMON SEAL OF RIBBLE VALLEY)

BOROUGH COUNCIL)

was affixed to this Deed in the presence of:)



Mayor:

Chief Executive



1574

THE COMMON SEAL OF LANCASHIRE)

COUNTY COUNCIL)

was affixed to this Deed in the presence of:)

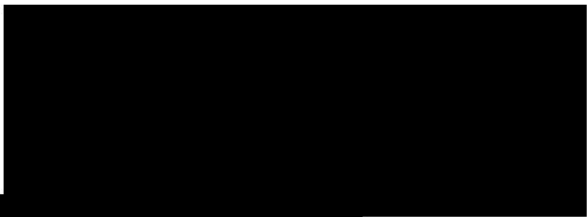


Authorised Signatory:



24647

EXECUTED AS A DEED by
TIMOTHY GREENWOOD
AS A TRUSTEE OF)
LONGRIDGE CRICKET CLUB)
in the presence of:)

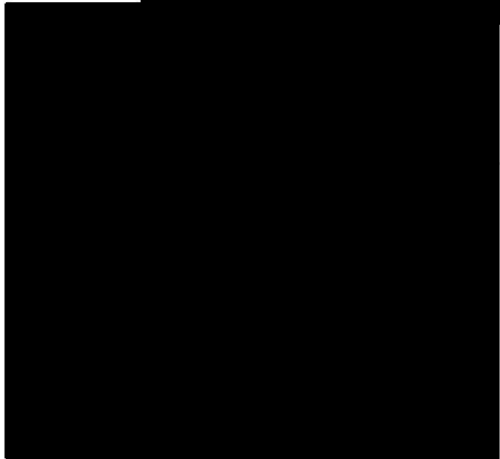


Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



EXECUTED AS A DEED by
IAN BARTON
AS A TRUSTEE OF)
LONGRIDGE CRICKET CLUB)
in the presence of:)



Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



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



Witness Signature:



Witness Name:

Witness Occupation:

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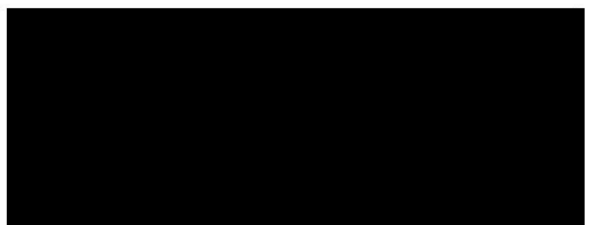
Witness Address:

.....

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



Witness Signature:



Witness Name:

Witness Occupation:

.....

Witness Address:

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