DATED 2nd August 2011

CO-OPERATIVE GROUP LIMITED

DEED OF UNILATERAL PLANNING OBLIGATION

Under Section 106 Town and Country Planning Act 1990

relating to land to the north of Riddings Lane Whalley

THIS DEED OF UNDERTAKING is made on the 2nd day of August 2011

BY:

CO-OPERATIVE GROUP LIMITED (Industrial and Provident Society No. IP525R) of PO Box 53 New Century House Manchester M60 4ES (hereinafter called "the Group")

TO:

RIBBLE VALLEY BOROUGH COUNCIL of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") and

WHEREAS:

(1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended ("the Act") for the Property shown edged red on the plan ("the Plan") annexed to this Agreement

(2) The Group is the registered proprietor of the Freehold Estate of the Property known as land to the north of Riddings Lane Whalley ("the Property") which is registered with Absolute Title at HM Land Registry under Title Number LA624364

(3) The Group on the 30 September 2010 applied to the Council for outline planning permission for the erection of a maximum of 80 residential units ("the Proposed Development") more fully shown in the planning application allocated the Council's Planning Application Reference Number 3/2010/0820 ("the Application")

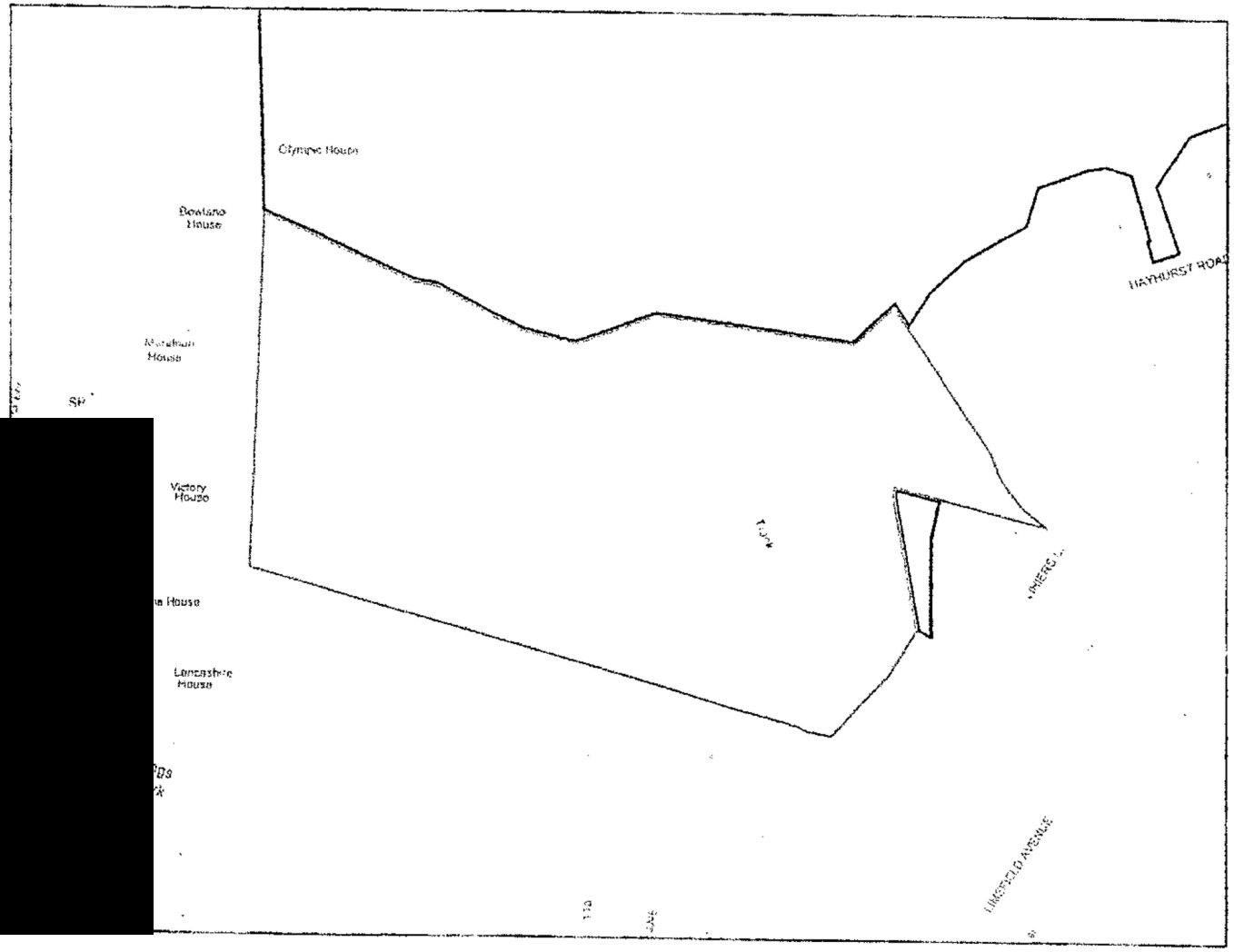
(4) On 20 January 2011 the Council refused to grant Planning Permission for the Proposed Development

(5) The Group has appealed against the refusal under Section 78 of the Act (reference APP/T2350/A/11/2149940) ("the Appeal")

(6) The Group enters into this Deed pursuant to section 106 of the Act

(7) In the event the Secretary of State grants Planning Permission for the Proposed Development such Planning Permission will only be subject to the imposition of those obligations appearing in this Deed which the Secretary of State expressly states in his decision letter are necessary to the grant of Planning Permission for the Development and meet the relevant tests contained in Circular 05/2005 and

CAPITA LOVEJOY



Application Site boundary (& within applicant's ownership)

Other land owned by the applicant

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SCALE 1 1,250

0m 10 25 50

Co-Operative Land, Whalley
Site Location Plan

CS/045968_SK05
Date. September 2010

Regulation 122 of The Community Infrastructure Levy Regulations 2010 (as amended)

NOW THIS DEED WITNESSETH as follows:

1. **DEFINITIONS**

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

"Affordable Housing" means subsidised housing that will be available to persons who cannot afford to rent housing generally available on the open market

"Affordable Sale Housing" means subsidised housing (including subsidised housing on shared ownership terms) that will be available to persons who cannot afford to buy housing generally available on the open market

"Affordable Housing Land" means the land forming part of the Property upon which the Affordable Housing Units are to be built

"Affordable Housing Units" means dwellings to be provided on the Affordable Housing Land comprising either Discount Units and Rental Units or solely Discount Units or such other form of Affordable Housing and/or Affordable Sale Housing as shall be agreed in writing with the Council

"Approved Person" means a person within the criteria set out in Schedule 2 to this Agreement

"Chargee" means any mortgagee or charge of the registered social landlord 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

"Discount Units" means dwellings available to purchase at a 40% discount of their open market value

"Eligibility Criteria" means all of the following financial criteria and local connections:-

(i) does not have sufficient income to purchase the same type of dwelling on the open market and has a satisfactory credit history containing no County Court Judgements or bankruptcy proceedings within a credit history report for the 6 years prior to the date of the proposed acquisition and who has sufficient funds to cover the legal costs and disbursements involved in the acquisition;

(ii) whose income per household (as verified by wageslips/P60s) is below the upper income brackets per household imposed by the registered social landlord in accordance with the Homes and Communities Agency regulations and guidance from time to time; and

(iii) has a verified a local connection based on employment by way of references by way of confirmation of employment history from an employer and can verify 5 from the preceding 10 years connection by way of council records and electoral roll records

"Nomination Agreement" means a nomination agreement between the Council and the registered social landlord in respect of the Affordable Housing Units in the form of the agreement annexed hereto at Appendix 1

"Planning Permission" means the planning permission granted by the Council or the Secretary of State for the construction of the Proposed Development on the Property as applied for in the Application

"Rental Units" means dwellings available to rent at a rent calculated in accordance with the Government Guidance on Formulae Rent issued by the Tenants Services Authority and/or Department of Communities and Local Government or their successors which governs rents to be charged by all social landlords whether they be registered providers or local authorities

"Rights" means a right for a tenant who

(i) exercises the right to acquire pursuant to the Housing Act 1996 or any statutory provisions for the time being in force (or any equivalent contractual right) in respect of a particular Rental Unit

(ii) has exercised any statutory right to buy (or equivalent contractual right) in respect of a particular Rental Unit

2. THIS Deed is made in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and is a planning obligation enforceable by the Council for the purposes of that Section with the intent to bind each and every part of the Property

3. The Group covenants to observe and perform the covenants restrictions and obligations as set out in the Schedule hereto

4. THE expressions "the Group" and "the Council" shall include their respective successors in title and assigns

5. NO person shall be liable for breach of a covenant in this Deed after they shall have parted with all interest in the Property or the part thereof in respect of which such breach occurs but such release shall be without prejudice to liability for any subsisting breach of covenant arising prior to the parting with such interest

6. THIS Deed is a local land charge and shall be registered as such for the purposes of the Local Land Charges Act 1975

7. Unless the context otherwise requires references to statutory provisions include those statutory provisions as amended or enacted; and references to any gender includes all genders; and words denoting the singular shall include the plural and vice versa

8. This Deed is conditional upon and shall not take effect unless and until

(a) the Planning Permission has been granted;

(b) the Secretary of State expressly states that the obligations contained in this Deed are necessary to the grant of Planning Permission for the Proposed Development; and

(c) the commencement of development pursuant to that Planning Permission

AND for the avoidance of doubt such Planning Permission will only be subject to the imposition of those obligations appearing in this Deed which the Secretary of State expressly states in his decision letter are necessary to the grant of Planning Permission for the Proposed Development and meet the relevant tests contained in Circular 05/2005 and Regulation 122 of The Community Infrastructure Levy Regulations 2010 (as amended)

9. This Deed shall not be binding on an owner or occupier of any individual residential unit constructed on the Site pursuant to the Planning Permission once that completed dwelling has been purchased from the Group or its successors in title save that the Obligations in Schedule 1 shall be binding on owners or occupiers of the Affordable Housing Units

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

11. Any notice or other communication given or made in accordance with this Deed shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Strategic Housing Officer for the time being of the Council at the address of the Council shown on the first page of this Agreement or at such other address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement

12. The Group shall maintain records enabling them to supply to the Council (within four weeks of the Council's written request to do so) such information as the Council may reasonably require in connection with this agreement

IN WITNESS whereof the Group has executed as a Deed the day and year first before written

SCHEDULE 1

Affordable Housing Units

THE Group covenants with the Council as follows and for the purposes of this Schedule references to the Group shall include any registered provider with whom the Group has entered into an agreement for the provision of the Affordable Housing Units:

1. To provide the Affordable Housing Units on the Affordable Housing Land as follows :

1.1 The total number of Affordable Housing Units shall comprise not more than 24 dwellings being 30% of the maximum number of 80 dwellings which may be constructed on the Property pursuant to the Planning Permission

1.2 In the event less than 80 dwellings are to be constructed on the Property pursuant to the Planning Permission and any subsequent reserved matters approvals paragraph 1.1 shall not apply and the total number of Affordable Housing Units shall comprise not more than 30% of the total number of dwellings to be constructed on the Property pursuant to the Planning Permission and any subsequent reserved matters approvals

1.3 The Affordable Housing Units shall comprise a 60:40 mix of two and three bedroom units or such other mix and/or sizes of units as shall be agreed with the Council with the number size and tenure of units to be agreed with the Council in writing prior to commencement of development pursuant to the Planning Permission

1.4 The Affordable Housing Units shall comprise a 50:50 mix of Discount Units and Rental Units or such other form of Affordable Housing and/or Affordable Sale Housing as shall be agreed in writing with the Council with the precise numbers of each type of unit to be agreed with the Council in writing prior to commencement of development pursuant to the Planning Permission

1.5 In the event grant is not forthcoming for the Rental Units from the Homes and Communities Agency (or its successor) paragraph 1.4 shall not apply and the Affordable Housing Units shall comprise Discount Units only or such other form of Affordable Housing and/or Affordable Sale Housing as shall be agreed in writing with

the Council prior to commencement of development pursuant to the Planning Permission

Affordable Housing including Rental Units

2. The Affordable Housing including Rental Units shall be allocated pursuant to the nomination arrangements as contained in the Nomination Agreement

3. The Affordable Housing including Rental Units shall not be used other than for Affordable Housing other than by a tenant exercising a Right or any mortgagee or chargee of such tenant who exercises a Right or any person deriving title from a tenant who exercises a Right or any successor in title thereto and their respective mortgagees and chargees

Affordable Sale Housing

5. On each and every subsequent disposal of any individual unit of Affordable Sale Housing or Discount Unit after the first disposal, before giving consent to a subsequent disposal to obtain the Council's confirmation that the proposed purchaser of an individual unit of Affordable Sale Housing or Discount Unit is an Approved Person who meets the Eligibility Criteria PROVIDED THAT if the decision of the Council is not received within two weeks of the request then the Group shall be free to decide whether to give consent to the disposal. The Group will in such circumstances ensure that the disposal is to a person that falls within the criteria of an Approved Person contained in this Agreement.

6. In the event that the Group is unable to dispose of any unit of Affordable Sale Housing or Discount Unit to an Approved Person because it is unable to find a person who meets the definition of Approved Person then the Group:

6.1 shall market the unit of Affordable Sale Housing or Discount Unit for a period of at least two months to persons falling within paragraph 1 of Schedule 2. If at the end of the period of two months during which the relevant unit of Affordable Sale Housing or Discount Unit has been marketed no Approved Person has been identified then paragraph 6.2 shall apply

6.2 shall market the unit of Affordable Sale Housing or Discount Unit for a period of at least two months to persons falling within paragraph 2 of Schedule 2. If at the end of the period of two months during which the relevant unit of Affordable Sale Housing or Discount Unit has been marketed no Approved Person has been identified then paragraph 6.3 shall apply

6.3 shall market the unit of Affordable Sale Housing or Discount Unit for a period of at least two months to persons falling within paragraph 3 of Schedule 2. If at the end of the period of two months during which the relevant unit of Affordable Sale Housing or Discount Unit has been marketed no Approved Person has been identified then paragraph 6.4 shall apply

6.4 may with the consent of the Council not to be unreasonably withheld or delayed and in any event to be provided within two weeks of the Group's request dispose of the unit to a person who is not an Approved Person. The Council may require reasonable evidence of the marketing of the relevant unit of Affordable Sale Housing or Discount Unit pursuant to paragraphs 6.1, 6.2 and 6.3 of this Schedule before it will grant any such consent to a disposal to a person who does not meet the definition of Approved Person.

7. The Group shall ensure that proposed purchasers of an individual unit of Affordable Sale Housing or Discount Unit meet the Eligibility Criteria unless agreed otherwise in writing with the Council

Chargee Provisions

8. Any Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than two months prior notice to the Council of its intention to dispose and;

(a) In the event that the Council responds within two months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable

Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer;

(b) if the Council does not serve its response to the notice served under paragraph 8(a) within the two months then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed which shall from the time of completion of the disposal cease to apply

(c) if the Council or any other person cannot within two months of the date of service of its response under paragraph 8(a) secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph 8(a) the Chargee shall be entitled to dispose free of the restrictions set out in this Deed which shall from the time of completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

9. The Group covenants not to allow occupation of the Affordable Housing Units by any persons other than in accordance with this Deed and the Nomination Agreement.

SCHEDULE 2

"Approved Person" means a person within the following criteria in the following order of priority:-

1. First time buyers who can demonstrate a housing need for the type of an Affordable Housing Unit who are either:

   1.1 currently living in the Parish of Whalley for more than 10 years or

   1.2 currently living in the Parish of Whalley and have done so continually for between 5 to 10 years

   1.3 currently living in the Parish of Whalley and have done so continually for a minimum of 12 months

   1.4 currently permanently employed in the Parish of Whalley for a minimum of 12 months and are employed for a minimum of18 hours per week paid or unpaid or

   1.5 Persons who at least one of the adult applicants have next of kin who have lived in the Parish of Whalley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.

   1.6 Persons who are former residents of the Parish of Whalley who have moved from the Parish because of a lack of affordable housing in the Parish

   1.7 Non first time buyers who can meet one of the qualification provisions set out at paragraphs 1.1 to 1.6 above

2. First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either

   2.1 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Mearley for more than 10 years or

   2.2 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Mearley and have done so continually for between 5 to 10 years or

2.3 currently living in the Parishes of Read & Simonstone or Wiswell and Pendleton or Mearley and have done so continually for a minimum of 12 months

2.4 currently permanently employed in the Parishes of Read & Simonstone or Wiswell and Pendleton or Mearley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or

2.5 Persons who at least one of the adult applicants have next of kin who have lived in the Parishes of Read & Simonstone or Wiswell and Pendleton or Mearley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependant children.

2.6 Persons who are former residents of the Parishes of Read & Simonstone or Wiswell and Pendleton or Mearley who have moved from the Parish because of a lack of affordable housing in the Parish

2.7 Non first time buyers who can meet one of the qualification provisions set out at paragraphs 2.1 to 2.6 above

3. First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either

3.1 currently living in the Borough of Ribble Valley for more than 10 years or

3.2 currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or

3.3 currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or

3.4 currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or

3.5 Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause

shall be defined as mother, father, brother, sister or adult dependant children.

3.6 Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough

3.7 Non first time buyers who can meet one of the qualification provisions set out in paragraphs 3.1 to 3.6 above

APPENDIX 1

DATED 2011

RIBBLE VALLEY BOROUGH COUNCIL (1)

and

RSL LIMITED (2)

NOMINATION AGREEMENT

Relating to

Land north of Riddings Lane, Whalley

THIS AGREEMENT is made the day of 2010

BETWEEN:

(1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA (the "Council")

(2) **RSL LIMITED** (a Charitable Industrial and Provident Society number) of ..... (the "Association")

WHEREAS:

This Agreement sets out the agreed procedure for the purposes of the Council making nominations for Units (as hereinafter defined) at the Property (as hereinafter defined)

NOW IT IS HEREBY AGREED as follows:

1. IN this Agreement the masculine shall include the feminine the singular shall include the plural any covenant where appropriate shall be deemed to be joint and several and the following terms shall have the following meanings:

"Agreed Letting Policy"	the Council's letting criteria and allocations policy in relation to the Units
"Council Nominee"	a person who appears on the Council's Housing Register nominated by the Council to take a tenancy of a Unit being a person who is within the Council's Allocations Policy and within the Rules of the Association
"First Letting"	the grant of the first tenancy immediately following construction and practical completion of the relevant Unit
"Nomination Period"	the period expiring sixty (60) years from the date of this Agreement or such extended period as may be agreed between the Association and the Council
"Property"	Land north of Riddings Lane, Whalley being part of the land in the Association's ownership at ....., Whalley

"Right"	the exercise of 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 Unit or the exercise of any statutory right to buy (or any equivalent contractual rights) in respect of a Unit or similar right in respect of a Unit
"Subsequent Letting"	any subsequent grant of a tenancy in respect of a Unit within the Nomination Period
"Tenancy"	an introductory tenancy or assured tenancy in the Association's standard form of introductory tenancy or assured tenancy agreement
"Unit"	any dwellinghouse on the Property

2 The Association covenants with the Council to use all reasonable endeavours to procure the letting of the Units by the grant of Tenancies to a Council Nominee

3 The Association shall during the Nomination Period grant to the Council the right to nominate a Council Nominee for First Letting of all of the Units and 50% of the Units for any Subsequent Letting unless a tenant shall have exercised a Right

4 In respect of the First Letting of the Units:-

4.1 The Association shall notify the Council of the availability of a Unit ("the Notice") and the Notice may be served on the Council prior to the issue of any certificate of practical completion issued in respect of the relevant Unit

4.2 (i) If the Council fails to nominate a Council Nominee for the First Letting of a Unit within 7 days of the Notice; or

(ii) If despite the reasonable efforts of the Association no Council Nominee shall on the occasion of a First Letting enter into a tenancy of a Unit within a reasonable time (being not less than 21 days from the date of Notice);

The Association shall be free to grant a tenancy of a Unit to any person satisfying the Agreed Letting Policy

5 In respect of a Subsequent Letting of any Unit which becomes vacant during the Nomination Period the Council shall have the right to nominate a Council Nominee to 50% of such Subsequent Lettings and the Association shall notify the Council of the availability of 50% of units at the Property which become vacant during the Nomination Period (the "Subsequent Notice") and

(i) If the Council fails to nominate a Council Nominee for any Subsequent Letting of a Unit within five days from the date of the Subsequent Notice; or

(ii) If despite the reasonable efforts of the Association no Council Nominee shall on the occasion of a Subsequent Letting enter into a Tenancy of Unit within seven days from the date of the Subsequent Notice

the Association shall be free to grant a Tenancy of such Unit to any person satisfying the Agreed Letting Policy

6 The Association shall promptly provide to the Council such reasonable and proper information as the Council shall from time to time reasonably request in respect of a Unit to enable the Council to monitor and review the operation of the nomination arrangements contained in this Agreement

7 The relevant officers or representatives of the Council and the Association shall meet together at such intervals as the Council and the Association shall reasonably require to agree the day to day working and operation of these nomination arrangements and to review and modify the same as required

8 For the purposes of clarification the Council hereby agrees that the nomination rights contained in this Agreement are personal to the Council and the Association and shall not be enforceable against any mortgagee in possession of any Dwelling or any purchaser acquiring from a mortgagee in possession

10. The provisions of this Agreement shall cease and determine upon the expiry of the Nomination Period save to the extent that any obligation remains to be performed

THE COMMON SEAL of **RIBBLE VALLEY BOROUGH COUNCIL** was hereunto affixed in the presence of:-

Mayor

Chief Executive

THE COMMON SEAL of **RSL LIMITED** was hereunto affixed in the presence of:-

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of **CO-OPERATIVE GROUP**)

LIMITED was hereunto affixed to this Deed)

in the presence of:)

~~Member~~

[redacted]

DATED 16th AUGUST 2011

LANCASHIRE COUNTY COUNCIL

– and –

CO-OPERATIVE GROUP LIMITED

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to land to the north of Riddings Lane Whalley

THIS AGREEMENT is made the 16th day of AUGUST 2011

BETWEEN

LANCASHIRE COUNTY COUNCIL of PO Box 78 County Hall Fishergate Preston Lancashire PR1 8XJ (hereinafter called "the County Council") of the first part and

CO-OPERATIVE GROUP LIMITED (Industrial and Provident Society No. IP525R) of PO Box 53 New Century House Manchester M60 4ES (hereinafter called "the Group") of the second part

WHEREAS:

(1) The County Council is the Local Highway Authority for the purposes of the Highway Act 1980 and the Local Education Authority and is also a Local Planning Authority for the purposes of Section 106 of the Town and Country Planning Act 1990 ("the Act") for the Property shown edged red on the plan ("the Plan") annexed to this Agreement

(2) The Group is the registered proprietor of the Freehold Estate of the Property known as land to the north of Riddings Lane Whalley ("the Property") which is registered with Absolute Title at HM Land Registry under Title Number LA624364

(3) The Group on the 30 September 2010 applied to Ribble Valley Borough Council ("the Council") for outline planning permission for the erection of a maximum of 80 residential units ("the Proposed Development") more fully shown in the planning application allocated the Council's Planning Application Reference Number 3/2010/0820 ("the Application")

(4) The County Council is a Local Planning Authority for the purposes of the Act for the Property

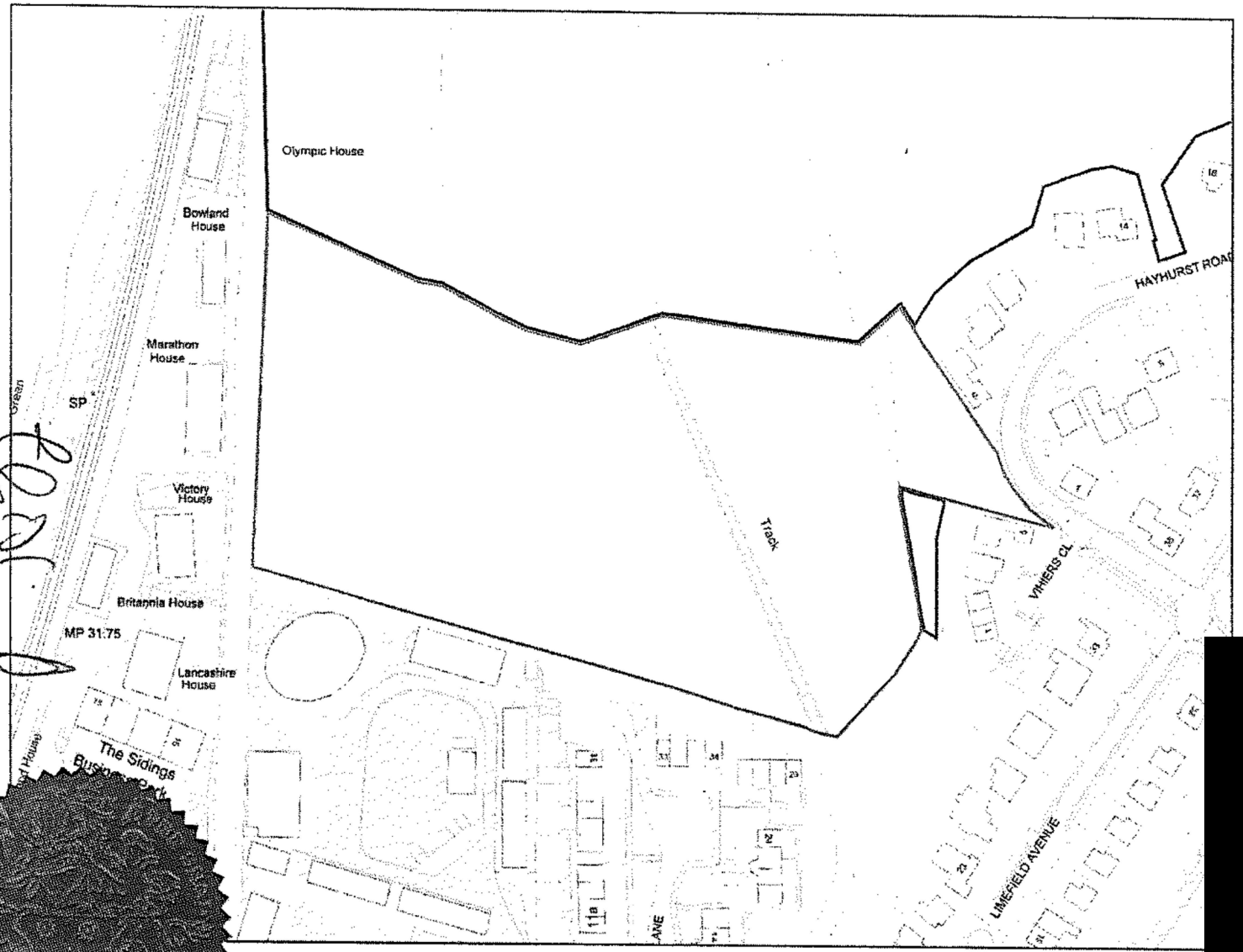
(5) On 20 January 2011 the Council refused to grant Planning Permission for the Proposed Development

(6) The Group has appealed against the refusal under Section 78 of the Act (reference APP/T2350/A/11/2149940) ("the Appeal")

(7) The Group enters into this Deed pursuant to section 106 of the Act

CAPITA LOVEJOY

land planning & design



Application Site boundary (& within applicant's ownership)

Other land owned by the applicant

SCALE 1:1,250

[redacted]

Co-Operative Land, Whalley
Site Location Plan

CS/045968_SK06
Date: September 2010

Authorized Signatory

20858

(8) In the event the Secretary of State acting by his Inspector grants Planning Permission for the Proposed Development such Planning Permission will only be subject to the imposition of those obligations appearing in this Deed which the Secretary of State acting by his Inspector expressly states in his decision letter are necessary to the grant of Planning Permission for the Proposed Development and meet the relevant tests contained in Circular 05/2005 and Regulation 122 of The Community Infrastructure Levy Regulations 2010 (as amended)

(9) The Group and the County Council entered into the First Agreement which shall be replaced by this Deed

N O W THIS DEED W I T N E S S E T H as follows:

1. DEFINITIONS

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

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

"BCIS Indexation Factor" means the recalculation of a financial contribution to be made under this Agreement by applying the following formula

$A \times \frac{B}{C} = D$ where:

A = the contribution payable in accordance with paragraph 2, 3 or 4 of Schedule 1 to this Deed as the case may be

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 payable under this Agreement

" Commencement of Development " means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Proposed Development begins to be carried out ;

"Education Contribution" means the sum calculated in accordance with paragraph 3 of Schedule 1 increased by the BCIS Indexation Factor as a contribution towards the costs of providing additional primary school places within 3 miles of the Property and the sum calculated in accordance with paragraph 4 of Schedule 1 increased by the BICS Indexation Factor as a contribution towards the costs of providing additional secondary school places within 3 miles of the Property.

"Eligible Dwellings" means the total number of dwellings to be constructed on the Property for which reserved matters approval is granted and implemented pursuant to the Planning Permission excluding any dwellings with only one bedroom and excluding any dwellings that are designated as sheltered housing or for occupation exclusively by people aged over 55 years

"Extant Planning Permissions" means any planning permission for residential development granted before the date of this Deed where the centre of the application site is within three miles of the centre of the Property and where such permission can still be implemented and has not expired at the time of calculating the amount of the Education Contributions payable under paragraphs 3 and 4 of Schedule 1 to this Deed

"First Agreement" means the agreement dated 2 August 2011 entered into by the County Council and the Group pursuant to section 106 of the Act in respect of the Proposed Development on the Property and in respect of the Appeal

"Planning Permission" means the planning permission granted by the Council or the Secretary of State for the construction of the Proposed Development on the Property as applied for in the Application

2. THIS Deed is made in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and the covenants restrictions and obligations herein are planning obligations enforceable by the County Council as a local planning authority for the purposes of that Section with the intent to bind each and every part of the Property and the Group their successors in title and assigns and persons claiming under or through it subject to clauses 6 and 11 below

3. IN consideration of the County Council hereby having agreed to enter into this Deed for the purposes of the said Act the Group covenants with the County Council to observe and perform the covenants restrictions and obligations as set out in Schedule 1 hereto

4. The County Council covenants with the Group as set out in Schedule 2

5. THE expressions "the County Council " and "the Group" shall include their respective successors in title and assigns

6. NO person shall be liable for breach of a covenant in this Deed after they shall have parted with all interest in the Property or the part thereof in respect of which such breach occurs but such release shall be without prejudice to liability for any subsisting breach of covenant arising prior to the parting with such interest

7. THIS Deed is a local land charge and shall be registered as such for the purposes of the Local Land Charges Act 1975

8. NOTHING in this Deed either express or implied shall prejudice or affect the County Council's rights powers duties and obligations in the exercise of its functions as a Local Authority and the rights powers duties and obligations of the County Council under all public and private statutes directives bye-laws and regulations may be fully and effectively exercised as if the County Council had not entered this Deed

9. Unless the context otherwise requires references to statutory provisions include those statutory provisions as amended or enacted; and references to any gender includes all genders; and words denoting the singular shall include the plural and vice versa

10. Save for Clause 16 which shall have immediate effect this Deed is conditional upon and shall not take effect unless and until

(a) The Planning Permission has been granted;

(b) the Secretary of State acting by his Inspector expressly states that the obligations contained in this Deed are necessary to the grant of Planning Permission for the Proposed Development; and

(c) the Commencement of Development pursuant to that Planning Permission

AND for the avoidance of doubt such Planning Permission will only be subject to the imposition of those obligations appearing in this Deed which the Secretary of State acting by his Inspector expressly states in his decision letter are necessary to the grant of Planning Permission for the Proposed Development and meet the relevant tests contained in Circular 05/2005 and Regulation 122 of The Community Infrastructure Levy Regulations 2010 (as amended)

11. The County Council agrees that it will not seek to enforce this Deed against the owners or occupiers of individual residential dwellings constructed on the Property once that completed dwelling has been purchased from the Group or its successors in title but in such case the Group or its successors in title (as the case may be) shall not be released from its obligations under this Deed as provided in Clause 5 above until such obligations have been fully performed.

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

13. Any notice or other communication given or made in accordance with this Deed shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the County Council at the address of the County Council shown on the first page of this Agreement at such other address as

may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement

14. The Group shall maintain records enabling them to supply to the County Council (within four weeks of the County Council's written request to do so) such information as the County Council may reasonably require in connection with this Deed

15. **DISPUTE PROVISIONS**

15.1 In the event of any dispute or difference arising between the parties to this Deed in respect of the amount of the contributions payable pursuant to paragraphs 3 and 4 of Schedule 1 to this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in

any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

16. It is agreed between the parties to this Deed that the First Agreement shall be discharged and shall cease to have effect from the date hereof

IN WITNESS whereof the Parties hereto have executed as a Deed the day and year first before written

SCHEDULE 1

THE Group covenants with the County Council as follows:

Highway Contributions

1. To pay to the County Council the costs incurred by the County Council in advertising and implementing a Traffic Regulation Order relating to offsite highway improvements up to a maximum of £2,500 within 20 working days of receipt of a written request for the same from the County Council

2. To pay to the County Council the sum of £132,000 varied by the BCIS Indexation Factor prior to first occupation of a dwelling on the Property for the provision of additional highway improvement and/or safety measures including but not limited to

   2.1 Junction table marking at Clitheroe Road/Hayhurst Road with appropriate illumination

   2.2 Interactive signing on Clitheroe Road between Station Road and the change in speed limit north of Wiswell Lane

   2.3 Improvements to existing bus stops including improved shelters and street furniture

Education Contributions

3. To pay to the County Council acting as local education authority a contribution to be agreed in writing between the County Council and the Group and not exceeding the total sum calculated in accordance with the following formula and varied by the BCIS Indexation Factor towards the provision of additional primary school places within three miles of the Property and to be paid in 2 instalments with 50% of the contribution payable prior to first occupation of a dwelling on the Property pursuant to the Planning Permission and 50% of the contribution payable before first occupation of the 40th dwelling on the Property pursuant to the Planning Permission :

   (i) The yield of 0.35 pupil per dwelling shall be multiplied by the total number of Eligible Dwellings to calculate the number of pupil places and the resultant figure

shall then be multiplied by £12,213.86 per pupil place to calculate the maximum sum payable for the primary school contribution; and

(ii) The maximum sum payable shall be reduced to take into account the expected availability of places in existing and any proposed primary schools for the final year for which forecasts are available following a review of the most recent annual pupil forecasts and the expected number of pupils in local schools resulting from the implementation of any Extant Planning Permissions and the number of pupil places to be funded by any such Extant Planning Permissions at the time the first instalment of the contribution is payable

4. To pay to the County Council acting as local education authority a contribution to be agreed in writing between the County Council and the Group and not exceeding the total sum calculated in accordance with the following formula and varied by the BCIS Indexation Factor towards the provision of additional secondary school places within three miles of the Property and to be paid in 2 instalments with 50% of the contribution payable prior to first occupation of a dwelling on the Property pursuant to the Planning Permission and 50% of the contribution payable before first occupation of the 40th dwelling on the Property pursuant to the Planning Permission :

(i) The yield of 0.25 pupil per dwelling shall be multiplied by the total number of Eligible Dwellings to calculate the number of pupil places and the resultant figure shall then be multiplied by £18,404 per pupil place to calculate the maximum sum payable for the secondary school contribution; and

(ii) The maximum sum payable shall be reduced to take into account the expected availability of places in existing and any proposed secondary schools for the final year for which forecasts are available following a review of the most recent annual pupil forecasts and the expected number of pupils in local schools resulting from the implementation of any Extant Planning Permissions and the number of pupil places to be funded by any such Extant Planning Permissions at the time the first instalment of the contribution is payable

5. The Group shall not permit occupation of any dwelling on the Property pursuant to the Planning Permission until both of the following payments have been made to the County Council:

   (i) the payment required under paragraph 2 of this Schedule and

   (ii) the first instalments of the Education Contributions required under paragraphs 3 and 4 of this Schedule

6. The Group shall not permit occupation of more than 40 dwellings on the Property pursuant to the Planning Permission until the second instalments of the Education Contributions required under paragraphs 3 and 4 of this Schedule have been paid to the County Council

SCHEDULE 2

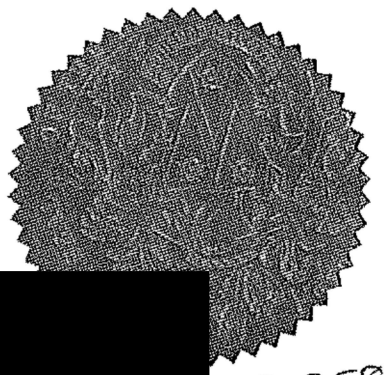
THE County Council covenants with the Group as follows:

1. To hold each contribution payable pursuant to Schedule 1 in an interest bearing account or accounts from its receipt until the said contribution is used or refunded
2. To spend each contribution and any interest earned thereon only for the purposes set out in Schedule 1 to this Deed
3. To refund with any accrued interest any monies not committed for expenditure pursuant to a resolution by the County Council to provide additional places at a school(s) (to include a new school) from the Education Contributions on the third anniversary of the date of the last payment to the party who originally made the payment
4. To refund with any accrued interest any unspent amount from the Highways Contribution on the fifth anniversary of date of its receipt to the party who originally made the payment

THE COMMON SEAL of **LANCASHIRE**)

COUNTY COUNCIL was hereunto affixed to)

this Deed in the presence of:



20858

[redacted]

THE COMMON SEAL of **CO-OPERATIVE**)

GROUP LIMITED was hereunto)

affixed to this Deed in the presence of:)

[redacted]

~~Member~~

K. Arnold
Authorised Sealing Officer

~~Secretary~~ TCG4268.