



AMBER VALLEY
BOROUGH COUNCIL
RIDDINGS DEVELOPMENT LIMITED

and

AMBER VALLEY BOROUGH COUNCIL

TO

DERBYSHIRE COUNTY COUNCIL

Agreement

under Section 106 of the Town and Country Planning Act 1990

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990

Relating to the development of land off Bradshaw Avenue, Riddings, Alfreton, Derbyshire

Date 19th November 2015

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Relating to the development of land off Bradshaw Avenue, Riddings, Alfreton, Derbyshire

THIS UNILATERAL UNDERTAKING is made this 19th day of November 2015

And given by

- (1) **RIDDINGS DEVELOPMENT LTD** (Company number 05627936) of Stanley House,
27 Wellington Road, Bilston, West Midlands, WV14 6AH ("the First Owner"); and
- (2) **AMBER VALLEY BOROUGH COUNCIL** of Town Hall, Ripley, DE5 3BT) ("the
Second Owner")

TO

- (3) **DERBYSHIRE COUNTY COUNCIL** of County Hall, Matlock, Derbyshire, DE4 3AG
("the County Council")

WHEREAS:

- 1 The First Owner is the freehold owner of part of the Land known as land lying on the
North Side of High Street, Riddings, Alfreton and registered with title absolute at the
Land Registry under title number DY206365.
- 2 The Second Owner is the freehold owner of part of the Land known as land on the
west side of Williams Close, Riddings and registered with title absolute at the Land
Registry under title number DY355284.
- 3 The First Owner and Second Owner have entered into a collaboration agreement for
the delivery of the Development of the Land.
- 4 The First Owner submitted the Planning Application to Amber Valley Borough Council
("the Borough Council") in June 2014 which was validated on 3 July 2014.
- 5 The Borough Council has refused the Planning Application. The Planning Appeal has
been submitted and the Owners enter into this Deed with the intent that any
objections of the Borough Council, the County Council or the Secretary of State to
the grant of the Planning Permission are overcome.
- 6 As the Borough Council is a landowner and Local Planning Authority for the purposes
of Section 106 of the Act for the area in which the Land is situated, the obligations in
this Deed will be enforceable by the County Council who is the strategic Planning
Authority for the County of Derbyshire and is a Local Planning Authority for the

purposes of section 106 of the Act and is a the Local Education Authority as defined in section 12 of the Education Act 1996 for the area in which the Land is situated.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Definitions

In this Deed the following words and expressions shall unless the context otherwise requires have the precise meaning set out below:

"The 1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Affordable Housing"	means social rented, affordable rented and intermediate housing, provided to eligible households whose needs are not met by the market and eligibility is determined with regard to local incomes and local house prices or any such amendments which may be introduced from time to time. Affordable Housing within Amber Valley is housing which can be accessed by households with an income that is on or below the median income of all households within Amber Valley. Households who fall into this category should not spend over 25% of their income on housing). Affordable Housing shall be provided in accordance with Schedule 1;
"Affordable Housing Dwelling"	means Dwellings and their plots and allocated parking spaces/garages to be constructed upon the Land to be provided as Affordable Housing in accordance with the provisions of Schedule 1 to this Deed;
"Affordable Housing Scheme"	means a scheme including a plan to be submitted to the Council in writing for approval prior to Commencement of

	Development setting out the location, size, tenure, specification and timing of the Affordable Housing Units to be constructed on the Land such scheme to be in accordance with the provisions of Schedule 1 which shall include unless otherwise agreed in writing by the Council:- 4 x 2 bed (Social Rented Units) 1 x 3 bed (Social Rented Units) 2 x 3 bed (Intermediate Units);
"The Application"	means the planning application submitted to the Borough Council and validated on 3 July 2014 with Council Reference No. AVA/2014/0553;
"Commencement of the Development"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation as defined by Section 56(4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, (other than any works of demolition) archaeological excavations, investigations for the purposes of assessing ground conditions, remedial work in respect of contamination or other adverse ground conditions, ecological accommodation works for the protection of newts erection of any temporary means of enclosure and the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
"County Council"	means Derbyshire County Council or any successor to its statutory functions;

"Development"	means 93 two-storey residential dwellings with access and car parking from High Street, Riddings;
"Borough Council"	means Amber Valley Borough Council or any successor to its statutory functions;
"Dwelling"	means a residential unit permitted to be constructed on the Land pursuant to the Planning Permission and "Dwellings" shall mean more than one Dwelling and which for the avoidance of doubt shall include the Social Rented Units and Intermediate Units and reference to "Dwellings" shall be construed accordingly;
"Education Contribution"	means together the Primary School Contribution, the Junior School Contribution and the Secondary School Contribution payable in accordance with Schedule 4 to this Deed;
"Education Facilities"	means the provision by the County Council (but not exclusively so) of education facilities and improvements which may include inter alia the provision of infant and nursery school places at Riddings Infant and Nursery School, the provision of junior school places at Riddings Junior School and the provision of secondary school places at Swanwick Hall School or an establishment from time to time for which the County Council as the Local Education Authority is responsible should the catchment area schools in relation to the Land change;
"General Market Dwelling"	means a residential unit permitted to be

	constructed on the Land pursuant to the Planning Permission and "General Market Dwellings" shall mean more than one General Market Dwelling and which for the avoidance of doubt shall exclude the Affordable Housing Dwellings;
"Home Choice Plus Register"	shall mean the register for allocating the Affordable Housing Dwellings administered by the Borough Council or any equivalent or similar replacement from time to time in existence;
"Housing Act"	means the Housing Act 1985 or any statutory modification or re-enactment thereof;
"Intermediate Unit"	means a home sold under a shared ownership lease (part rent, part buy) by a Qualifying Developing Body where such lease is in accordance with a form of a model lease approved or published by the Regulator of Social Housing for the purposes of Part 2 of the Housing and Regeneration Act 2008 or in default of such approval or publication in accordance with a form of a lease approved by the Borough Council's Assistant Director;
"Junior School Contribution"	means the sum of thirty thousand pounds (£30,000) payable in accordance with Schedule 4 to this Deed;
"Land"	means the area of land shown edged red on the Plan attached hereto and each and every part thereof being land off Bradshaw Avenue, Riddings, Alfreton, Derbyshire;
"National Rent Regime"	means the regime under which the rents

	for tenants of Social Rented Units are set by the Homes and Communities Agency or its equivalent successor body;
"Occupation"	means the date at which a Dwelling is first occupied for the purposes permitted by the Planning Permission but excluding occupation of a Dwelling where that Dwelling is being used solely for the purpose of a show home/flat (where no persons are resident) in the course of marketing the Development and not including occupation by personnel engaged in construction fitting out or decoration or occupation in relation to security operations and "Occupied" and "Occupy" will be construed accordingly;
"Open Space"	means all open space and landscaping on the Land that is not part of an adopted highway or residential curtilage of a Dwelling;
"Owners"	means jointly the First Owner and the Second Owner;
"Plan"	means the plan attached to this Deed;
"Planning Appeal"	means a planning appeal submitted under section 78(i) of the 1990 Act in respect of the Borough Council's refusal of the Application which has been given reference APP/M1005/W/15/3133233;
"Planning Permission"	means the permission to be granted pursuant to the Application;
"Primary School Contribution"	means the sum of twenty five thousand pounds (£25,000) payable in accordance with Schedule 4 to this Deed;

"Public Open Space Contribution"	means the sum of fifty five thousand pounds (£55,000) payable in accordance with Schedule 3 to this Deed;
"Registered Provider"	means a provider of social housing as defined by Part 2 of the Housing and Regeneration Act 2008 or other entity providing Affordable Housing under equivalent arrangements who is approved or accredited by the Homes and Communities Agency or similar successor body;
"Retail Prices Index"	means the Retail Prices Index for "All Items" published by the Office for National Statistics or in the event that the Office for National Statistics shall cease to compile or publish the said Retail Prices Index such other index as the parties hereto shall agree or in default of agreement such Index as shall be determined for the purposes of this Deed as being an Index which gives an accurate indication of the rate of inflation of prices in the United Kingdom from month to month;
"Secondary School Contribution"	means the sum of sixty thousand pounds (£60,000) payable in accordance with Schedule 4 to this Deed;
"Social Rented Units"	means 4 x 2 bed houses and 1 x 3 bed house and their plots and allocated parking space and/or garage as shall be construction on the Land pursuant to the provisions of Schedule 1 and the Affordable Housing Scheme where the rents are subject to the National Rent

	Regime;
"Traffic Monitoring Contribution"	means the sum of thirty thousand pounds (£30,000) payable in accordance with Schedule 2 to this Deed;
"Working Days"	means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or a day falling within the period 24 December to the immediately following 2nd January (inclusive).

2. Interpretation

- 2.1 The expressions "the First Owner", "the Second Owner", "the Owners", "the Borough Council", "the County Council" and shall include their respective successors in title and assigns and/or any successor body.
- 2.2 Where appropriate the singular includes the plural and vice versa.
- 2.3 Words importing one gender include all other genders.
- 2.4 Unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to the clauses schedules and paragraphs of schedules contained within this deed.
- 2.5 References to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted.
- 2.6 The obligations herein relate to the Land and each and every part thereof.

3. Liability of the Owners for the Covenants herein

The covenants and obligations on the part of the Owners herein shall bind the Owners in respect of such part or parts of the Land vested in them jointly and severally liable for the breach of any covenant or obligation contained within this deed provided that no such person shall be liable for any breach which occurs after they have parted with their entire interest in that part of the Land in which the breach occurs but without prejudice to any liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.

4 Enabling Powers

This Deed is made pursuant to the provisions of Section 106 of the Act and shall constitute and shall be deemed to contain planning obligations for the purposes of Section 106 of the Act and in the event of a breach it shall be enforceable by the County Council as local planning authorities pursuant to all powers enabling and all enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and shall bind the then Owner's respective interest in the Land.

5 Effective Date and Termination of this Deed

5.1 The provisions of this Deed shall come into effect upon the date of the Commencement of Development with the exception of this clause 5 and clauses 13 and 14 which shall come into effect upon the date of this Deed.

This Deed will come to an end if:

5.1.1 the Planning Appeal is dismissed

5.1.2 the Permission is quashed, revoked, or otherwise withdrawn or modified by an statutory procedure; or

5.1.3 the Permission expires before the Commencement of Development.

5.2 If in determining the Planning Appeal, the Secretary of State or his Inspector expressly states in his decision letter that any of the planning obligations contained in this Deed (or relevant part of a planning obligation) are incompatible with any one or more of the tests for planning obligations set out in Regulation 122 of the Community Infrastructure Levey Regulations 2010 and accordingly attached no weight to that planning obligation in determining the Planning Appeal then the relevant obligation(s) (or part of the planning obligations as appropriate) shall from the date of the decision letter immediately cease to have effect and the Owners shall be under no obligation to comply with it/them.

6. Liability of Individual Householders and Statutory Undertakers

The covenants in this Deed shall not be enforceable against individual purchasers or lessees of Dwellings on the Land constructed nor shall any obligation be enforceable against statutory undertakers / utility companies in relation to any parts of the Land acquired by them for electricity sub-stations gas governor stations or

pumping stations or any of the operational functions of such companies or against anyone whose only interest in the Land or any part of it is in the nature of the benefit of an easement or covenant.

7. The Owners' Covenants to the County Council

The Owners covenant with the County Council to fully perform and observe the covenants set out in Schedules 1, 2, 3, 4, and 5 to this Deed.

8. Notices

8.1 Any notice consent or approval required to be given under this deed shall be in writing and shall be delivered personally or sent by prepaid first class post Recorded Delivery post or facsimile transmission

8.2 The address for service of any such notice consent or approval as aforesaid shall be on all of the parties at the addresses aforesaid or such other address for service as shall have been previously notified in writing by the parties to all the other parties to this deed

8.3 A notice consent or approval under this deed shall be deemed to have been served as follows:

8.3.1 if personally delivered at the time of delivery

8.3.2 at the expiration of forty eight hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom

8.3.3 if sent by facsimile transmission at the time of successful transmission

8.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or Recorded Delivery envelope (if appropriate) or that the facsimile was successfully transmitted as the case may be.

9. Registration of the Deed

The parties to this Deed acknowledge that this Deed shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Borough Council.

10. Waiver

No waiver (whether expressed or implied) by the Borough Council or County Council (or the 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 Borough Council or County Council (or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. Change in Ownership

Save for any individual Dwelling erected on the Land and any disposal to a statutory undertaker/utility company the Owner agrees with the County Council to give the Borough Council and County Council written notice as soon as is reasonably practicable of any change in ownership of any of their interests in the Land occurring before all the obligations under this deed have been completed and / or satisfied such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

12. Mortgagee Protection

12.1 Notwithstanding any other provision of this Deed the covenants and obligations on the part of the Owners contained in this Deed shall not be binding upon

12.1.1 any mortgagee or chargee in possession of any individual Affordable Housing Dwelling or part thereof or any receiver or manager (including administrative receiver) duly appointed by any such mortgagee or chargee to the intent that any such mortgagee or chargee or receiver may deal with or dispose of the Affordable Housing Dwelling or any part thereof free from the covenants and obligations set out in this deed and that any successors in title shall not be bound by it; and

12.1.2 any Affordable Housing Dwelling in respect of which a tenant exercises any statutory Right to Acquire or Right to Buy or any of the shared-ownership Intermediate Housing in respect of which the lessee shall have staircased to 100% equity share and (in either case) the tenant or lessee (as the case may be) acquired a freehold or a long leasehold interest in the same so that such tenant or lessee shall be entitled to dispose of such Affordable Housing Dwelling thereafter free from the covenants and obligations set out in this

Deed and that any person deriving title through or under such tenant or lessee or any other successor in title shall not be bound by it.

13. Jurisdiction

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

14. Contracts (Rights of Third Parties) Act 1999

The provision of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

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

SCHEDULE 1

AFFORDABLE HOUSING

The Owners covenant with the County Council as follows:

1. Prior to the Commencement of Development to submit the Affordable Housing Scheme to the Council for approval and for the avoidance of doubt the Commencement of Development shall not take place until such time as the Affordable Housing Scheme has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)
2. To construct and lay out the Affordable Housing Dwellings in accordance with the approved Affordable Housing Scheme and the provisions of this Schedule 1.
3. The Owner will or will procure the construction and completion at their own cost and expense of 50% of the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for occupation prior to Occupation of the sixtieth (60th) the General Market Dwelling
4. The Owner will or will procure the construction and completion at their own cost and expense of all the Affordable Housing Dwellings together with all necessary services connections and infrastructure ready for occupation prior to Occupation of the seventy fifth (75th) General Market Dwelling
5. Not to sublet or otherwise part with possession of the whole or any part of the Affordable Housing Dwellings unless in accordance with the provisions of this Deed and to ensure that all of the Affordable Housing Dwellings are sold and/or leased and/or occupied in accordance with this Deed
6. Not to allow sixty (60) or more of the General Market Dwellings to be Occupied until there has been a freehold transfer or grant of a long headlease of 50% of the Affordable Housing Dwellings to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings and appropriate written evidence thereof is provided to the reasonable satisfaction of the Head of Legal and Support Services at the Council
7. Not to allow seventy five (75) or more of the General Market Dwellings to be Occupied until there has been a freehold transfer or grant of a long headlease of the Affordable Housing Dwellings to a Registered Provider subject to the terms of this Deed together with rights being granted over all access roads and footpaths services and conducting media serving the Affordable Housing Dwellings and appropriate

written evidence thereof is provided to the reasonable satisfaction of the Head of Legal and Support Services at the Council

8. Not to initially dispose of any of the Affordable Housing Dwellings otherwise than by way of a mortgage or charge or to a Registered Provider by way of a freehold transfer or grant of a long headlease interest for the purposes of providing Affordable Housing Dwellings

9. To give notice in writing to the Assistant Director of Legal and Democratic Services at the Borough Council of:

- (a) completion of the freehold sale or grant of a long headleasehold interest in the Affordable Housing Dwellings and
- (b) the expected date of first Occupation of fifty percent (50%) of the General Market Dwellings at least 3 weeks prior to such expected date
- (c) the expected date of first Occupation of eighty percent (80%) of the General Market Dwellings at least 3 weeks prior to such expected date

10. If the Development is one which will involve the creation or employment of a management company there shall be a management company for all of the common parts which serve all the Dwellings but provided always for the sake of clarity nothing in this Deed shall operate so as to prevent or prohibit the Affordable Housing Dwellings from being exclusively owned and managed by the Registered Provider (which has acquired such Dwellings) and provided further that details of such management arrangements shall be submitted to the Head of Legal and Support Services at the Council prior to the transfer of any Affordable Housing Dwellings to a Registered Provider and agreed in writing by the Head of Legal and Support Services at the Council (such agreement not to be unreasonably withheld or delayed) at least 2 months prior to Occupation of any Affordable Housing Dwelling

11. Not to charge an occupier of any of the Affordable Housing Dwellings a service charge unless all items covered under the service charge are eligible for reimbursement in full through the housing benefit system (or any equivalent replacement system from time to time) and until the level of service charge has been agreed in writing by the Head of Legal and Support Services at the Council such agreement not to be unreasonably withheld or delayed

12. If the Registered Provider at any time while having a legal interest in the Affordable Housing Dwellings ceases to be accredited or approved by the Homes and Communities Agency or its equivalent successor body

12.1 To give notice immediately in writing to the Head of Legal and Support Services at the Borough Council of the cessation of accreditation or approval; and

12.2 To transfer all legal interest in the Affordable Housing Dwellings to another Registered Provider subject to the provisions of this Deed

12.3 A Registered Provider may dispose of its freehold or long headleasehold interest in the Affordable Housing Dwellings subject to any subsisting leases and the terms of the Deed but otherwise free from the terms of paragraph 14.2 above and thereupon the provisions of paragraph 14.2 above shall become null and void but only in respect of that particular transfer of that or those Affordable Housing Dwellings PROVIDED THAT

12.3.1 The Registered Provider notifies the Assistant Director of Legal and Democratic Services at the Borough Council in writing that it is seeking a purchaser of its freehold or long headleasehold interest in the Affordable Housing Dwellings AND

12.3.2 The Registered Provider thereafter uses reasonable endeavours to sell and transfer its freehold interest or long headleasehold interest in the Affordable Housing Dwellings to a new Registered Provider subject to the terms of this Deed including the terms of this paragraph 14 at a price equal to its market value taking into account the existence of the Deed AND

12.3.3 At least four months have elapsed since the said Head of Legal and Support Services at the Council received the written notice referred to at paragraph 12.3.1 above and a contract for the disposal of the freehold or long headleasehold in the relevant Affordable Housing Dwellings has not been exchanged with a new Registered Provider (or completion effected where there is to be no exchange of contracts) despite the current Registered Provider's reasonable efforts such efforts being evidenced in writing to the satisfaction of the Head of Legal and Support Services at the Council

14. Until such time as the Affordable Housing Dwellings are transferred pursuant to paragraph 13 of this Schedule 1 not to increase the rent or service charge of the Affordable Housing Dwellings above the levels prevalent at the time that the Registered Provider ceased to be approved or accredited without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed)

15. In the event that a tenant or other occupier of an Affordable Rented Unit exercises the right to buy under applicable legislation to procure that any Registered Provider shall unless the legislation otherwise requires use or procure the use of the net proceeds of sale as defined in section 24(3) of the Housing Act 1996 (and any amendment, re-enactment or successor provision) to fund the provision of further Affordable Housing and to make such provision within the Borough of Amber Valley.

16. **Intermediate Housing Unit Buy Back**

- 16.1 This paragraph 16 applies to a Registered Provider, landlord and the lessee of any Intermediate Housing Unit
- 16.2 The Registered Provider, landlord and lessee (from time to time) of any given Intermediate Housing Unit shall throughout the duration of that lease observe and perform their respective obligations stipulations rights and covenants contained in the HCA Model Area Protected Lease
- 16.3 Where a lessee of any Intermediate Housing Unit wishes to acquire more than 80% of the freehold equity to this Dwelling and wishes to sell the equity in this Dwelling then;
- 16.3.1 the Registered Provider or landlord (as the case may be) shall notify the Council's Head of Housing and Planning Services in writing of the lessee's intention to sell its equity in the Intermediate Housing Unit; and
- 16.3.2 without prejudice to paragraph 16.2 of this Schedule shall comply fully with the mandatory buy back provisions, obligations and procedures contained in the HCA Model Area Protected Lease

SCHEDULE 2

TRAFFIC MONITORING CONTRIBUTION

The Owners covenant with the County Council as follows:

- 1 To pay to the Borough Council the Traffic Monitoring Contribution prior to Occupation of the twenty fifth (25th) Dwelling which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment and all such contribution is to be applied towards traffic monitoring and designing and implementing traffic management measures on the B6010 within 500m of the site access.
- 2 To give notice in writing to the Assistant Director of Legal and Democratic Services at the County Council at least 14 days prior to the expected date of the first Occupation of the first (1st) Dwelling.
- 3 If the Traffic Monitoring Contribution is not paid to the Borough Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the Borough Council in addition to the said contribution from the date the Cycling Strategy Contribution becomes due until the date of payment to the Borough Council at the rate of 4% above the base lending rate of HSBC Bank PLC.
4. Without prejudice to paragraph 1 to this Schedule not to allow or permit the Occupation of any of the Dwellings until the Traffic Monitoring Contribution pursuant to paragraph 1 above together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Borough Council.

SCHEDULE 3

PUBLIC OPEN SPACE CONTRIBUTION

The Owner covenants with the County Council as follows:

- 1 Prior to Occupation of the fiftieth (50th) Dwelling to pay to the Borough Council the Public Open Space Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in respect of the provision and extension of existing play facilities, and additional equipment around the multi user games area and BMX track in Riddings Park.
- 2 To give notice in writing to the Assistant Director of Legal and Democratic Services at the Borough Council at least 14 days prior to the expected date for the Occupation of the first (1st) Dwelling.
- 3 If the Public Open Space Contribution is not paid to the Borough Council in accordance with paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date when the Recycling Contribution became due until the date of payment to the Borough Council at the rate of 4% above the base lending rate of HSBC Bank PLC.
- 4 Without prejudice to paragraph 1 to this Schedule above not to allow or permit the Occupation of more than one (1) Dwelling until the Public Open Space Contribution pursuant to paragraph 1 above together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the Borough Council.

SCHEDULE 4

EDUCATION CONTRIBUTION

The Owners covenant with the County Council as follows:

- 1 To pay to the County Council the Education Contribution (which contribution shall be increased in line with the percentage increase in the Retail Prices Index from the date of this Deed until the date of payment) in the following tranches:

1.1 50% upon Occupation of the twenty fifth (25th) Dwelling; and

1.2 50% upon Occupation of the seventy fifth (75th) Dwelling

and all such contribution is to be applied towards providing the Educational Facilities

- 2 To give notice in writing to the Assistant Director of Legal and Democratic Services at the Council at least 14 days prior to the expected dates of the first Occupation of the first (1st) Dwelling;

- 3 If the contribution is not paid to the County Council as set out in paragraph 1 above then interest upon the said contribution shall become payable to the Council in addition to the said contribution from the date the Education Contribution became due for each tranche until the date of payment to the Council at the rate of 4% above the base lending rate of HSBC Bank PLC.

- 4 Without prejudice to paragraph 1 to this Schedule not to allow or permit the Occupation of any Dwelling until the Education Contribution pursuant to paragraph 1 above together with any increase in the Retail Prices Index pursuant to paragraph 1 above and any interest pursuant to paragraph 3 above has been paid in full to the County Council.

IN witness whereof the Owners have duly executed this Deed

EXECUTED AS A DEED

BY RIDDINGS DEVELOPMENT LIMITED

Acting by two Directors or a Director and its Company Secretary

.....
Director

.....
IN THE PRESENCE OF:
~~Director/Company Secretary~~

WITNESS: VICTORIA LONGMORE

OCCUPATION: SOLICITOR

ADDRESS: NUMBER TEN, ELM COURT, STRATFORD UPON AVON, CV37 6PA

V Long

EXECUTED AS A DEED by affixing the)

Common Seal of THE COUNCIL OF)

THE BOROUGH OF AMBER VALLEY)

in the presence of:-)

.....)
..... Mayor

.....)
..... Executive Director (Resources)



12176

2014/10/05/53

PROPOSED



SITE LAYOUT PLAN 1:500



LOCATION PLAN 1:1250

ACCOMMODATION SCHEDULE				
ref	unit	sqm	sqft	no type
A	1 bed	54.60	590	4 affordable
B	2 bed	62.20	670	3 affordable
C	3 bed	72.30	780	3 affordable
D	4 bed	82.34	886	2 affordable
Total				22 affordable
E	2 bed	62.20	670	2 for sale
F	3 bed	72.30	780	2 for sale
G	4 bed	82.34	886	2 for sale
Total				62 for sale
TOTAL				84
SITE AREA				2.510ha
SITE DENSITY				15.62 dwellings / acre
DEVELOPABLE SITE AREA				5.18 acres
				2.088ha

- existing trees
- proposed landscaping
- the hard standing surface to be constructed from porous materials or provision shall be made for rain off to be directed from the hard surface to a permeable or porous area - rain garden within the curbside of the development
- Permeable surfaces - Surfaces which allow water to soak into it can be built with porous asphalt, porous concrete blocks, concrete or clay built permeable paving or loose gravels
- To work effectively permeable surfaces must be laid over a sub-base which differs from traditional hardcore
- 1800 high brick wall
- 1200 high metal estate fencing

PLANNING SOLUTIONS
25, Royal Victoria Road, Brighton BN1 9AB

181, ANDES DEVELOPMENT LTD
PROPOSED NEW HOUSING DEVELOPMENT
on land near of HIGH STREET
BRIGHTON BN1 9AB

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