

**FRANK LYTHGOE**

**and**

**CHRISTINE MARY CALVERT**

**and**

**REDROW HOMES LIMITED**

**and**

**CO-OPERATIVE GROUP LIMITED**

**to**

**TRAFFORD COUNCIL**

**Planning Obligation by Unilateral Undertaking  
under Section 106 of the Town and Country Planning Act 1990  
reference number 98031/OUT/19**

**relating to land  
at**

**Warburton Lane, Trafford**



Redrow Homes Ltd  
Redrow House  
St David's Park  
Flintshire  
CH5 3RX

CAC/N931a  
V3:29/02/2020

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	Infrastructure and allocated to the relevant items in the amounts set out in the table at Schedule 3 or such other amounts as the planning inspector shall deem necessary.
“Development”	means the Development of the Site as authorised by the Planning Permission.
“Dwelling”	means a residential accommodation (including a house flat or maisonette) to be constructed on the Site pursuant to the Planning Permission and ‘Dwellings’ shall be construed accordingly.
“Ecological Skylark Mitigation Area”	means the area of land being 0.79 hectares within the development whose location is shown indicatively on Plan 3 on which a fenced area for ecology skylark mitigation is to be provided and dedicated for non-public use within the development to be laid out in accordance with the approved relevant mitigation strategy
“First Part of the Site”	means the part of the First Owner’s land shown edged pink on Plan 2
“Green Infrastructure”	means the green infrastructure to be provided within the Green Infrastructure Area, including Specific Green Infrastructure and Spatial Green Infrastructure.
“Green Infrastructure Area”	means the area of land being 11.31 hectares within the Development whose location is shown indicatively shaded green and marked “Green Infrastructure Area on Plan 3 on which Green Infrastructure is to be provided and dedicated for use by the public as Informal Local Open Space within the Development to be laid out in accordance with the approved relevant Green Infrastructure Specification
“Green Infrastructure Specification”	means the specification for the Green Infrastructure Area annexed to this Deed at Appendix 2 or such revised specification as may be approved by the Council in writing.
“First Occupation”	“the date the Development is first Occupied pursuant to the Planning Permission.
“Index Linked”	increased in accordance with the following formula: Amount payable = the Contribution x (A/B) where: A= the figure for the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation that applied immediately preceding the date of actual payment. B= the figure for the All in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation that applied when the index was last published prior to the date of this deed.
“Infrastructure”	means the strategic Infrastructure specified in Schedule 3 to this Deed
“Interest”	means the interest at the rate of 2% per cent above the base leading rate of National Westminster Bank Plc from time to time.
“LAPs”	means a local area of play with a minimum activity zone of 100 (one hundred) square metres set within a buffer zone of a minimum of 400 (four hundred) square metres PROVIDED THAT the exact size of the LAP shall be laid out in accordance with the Green Infrastructure Specification.
“LEAPs”	means a local equipped area of play with a minimum activity zone of 400 (four hundred) square metres PROVIDED THAT the exact size of the LEAP shall be laid out in accordance with the Green Infrastructure Specification.
“Management Company”	means a company or companies or body or bodies appointed by the Owners which will be responsible for the long term management and ownership of the Open Space in accordance with the Management Scheme.
“Management Scheme”	means the scheme to be submitted and approved in respect of the future management of the Open Space in respect of each Phase.

“Obligations”	means the covenants ,obligations and restrictions on the part of the Owners and their successors in title to the Site contained or referred to in Schedule 2 to this Deed .
“Occupation” and “Occupied”	means occupation for residential purposes as permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and Occupy shall be construed accordingly.
“Open Space”	means an area of public open space and amenity land to be created by the Owners and provided within the Site as Green Infrastructure in accordance with the Green Infrastructure Specification and as part of the Development and to include one LEAP and three LAPs on the First Part of the Site and one LEAP, three LAPS and the Ecological Area on the Second Part of the Site and SUDS.
“Owners”	means both the First Owner and the Second Owner and their successors in title and assigns.
“Parties”	means the parties to this Deed who have signed the Deed and ‘Party’ shall be construed accordingly.
“Phase”	means a part of the Site identified as a construction phase on the Phasing Plan.
“Phasing Plan”	a plan to be approved by the Council prior to the Commencement Date identifying the extent of each phase of the Site in accordance with planning condition number [ ] on the Planning Permission. .
“Plan 1”	means the plan annexed hereto at Appendix 1 and so numbered
“Plan 2”	means the plan annexed hereto at Appendix 1 and so numbered
“Plan 3”	means the plan annexed hereto at Appendix 1 and so numbered
“Planning Permission”	the outline planning permission granted by the Secretary of State pursuant to the Appeal against the non-determination of the Application pursuant to s.78 of the Act.
“Preparatory Operation”	means: <ul style="list-style-type: none"> <li>a) an operation or item of work of or ancillary to: <ul style="list-style-type: none"> <li>(i) archaeological investigations; or</li> <li>(ii) demolition; or</li> <li>(iii) land clearance; or</li> <li>(iv) land or soil investigations; or</li> <li>(v) land remediation works; or</li> <li>(vi) the diversion and/or laying of services;</li> </ul> </li> <li>b) temporary works including the erection of temporary fencing and hoardings, the temporary display of site notices or advertisements or sales cabins.</li> </ul>
“Second Part of the Site”	means the part of the Second Owner’s land shown edged blue on Plan 2
“Semi Natural Greenspace”	means natural and semi natural informal spaces and routes to be provided within the Green Infrastructure Area.
“Service Media”	means drains, sewers, water pumping stations and attenuation basins together with inlet/outlet pipes and other associated apparatus or watercourses.
“Site”	means the land and buildings described in Schedule 1.

“Spatial Green Infrastructure”	means the green infrastructure including Semi Natural Greenspace and Informal Local Open Space to be provided within the Green Infrastructure Area.
“Specific Green Infrastructure”	means on-site mitigation planting measures, including new avenue and street tree planting, hedgerow and shrub planting, screening belts, grass verges, wildflower areas and grassland corridors to be provided within the Green Infrastructure Area.
“SUDs”	means such of the Service Media that comprises sustainable urban drainage.
“Working Days”	means any day on which the clearing banks in the City of London are (or would be but for a strike lockout or other stoppage affecting such banks generally) open during banking hours excluding the period 24 December – 1 January inclusive.

## 2. INTERPRETATION

In this Deed:

- 2.1 words importing one gender shall be construed as importing any other gender
- 2.2 words importing the singular shall be construed as importing the plural vice versa.
- 2.3 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.
- 2.4 Where any Party comprises more than one person the obligations and liabilities of that Party under this Deed shall be joint and several obligations and liabilities of those persons.
- 2.5 The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.6 Any reference to a clause or paragraph or a schedule is to one in this Deed so numbered.
- 2.7 Any reference to a colour or letter is to one on the Plan(s).
- 2.8 In the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation permission direction or plan made or issued under the statute or deriving validity from it.
- 2.9 References to any Party shall include the successors in title and assigns to that Party and to any deriving title through or under that Party and in the case of the Council the successors to their functions as local planning authority, local housing authority local highway authority and local education authority as appropriate.

## 3. RECITALS

- 3.1 The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated and by whom the Obligations are enforceable.
- 3.2 The First Owner is the freehold owner of the part of the Site registered at the Land Registry under Title Numbers MAN294058 and GM935259.
- 3.3 The Second Owner is the freehold owner of the part of the Site registered under Title Number

MAN220787.

- 3.4 The Developer has an interest in the Site pursuant to Option Agreements made between the Owners and the Developer.
- 3.5 The Chargee has the benefit of a Legal Charge date 11<sup>th</sup> March 2009 over the part of the Site registered at the Land Registry under Title Number GM935259.
- 3.6 The Developer intends to develop the Site.
- 3.7 The Developer has applied to the Council and was given reference number 98031/OUT/19 for outline permission to develop the Site in the manner and for the uses set out in the Application and in the plans specifications and particulars deposited with the Council and forming part of the Application.
- 3.8 The Application has been submitted to the Council and the Developer has lodged an appeal to the Secretary of State under Section 78(1) of the Act for non-determination of the Application on 20<sup>th</sup> December 2020 and given the appeal reference APP/Q4245/W/19/3243720 ("the Appeal").
- 3.9 The Parties considers that the restrictions and obligations contained in this Deed serve planning purposes, are material to the Application and comply with the statutory tests set out in the Community Infrastructure Levy Regulations 2010.

#### **4. LEGAL EFFECT**

- 4.1 This Deed is made pursuant to Section 106 of the Act as amended Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other powers so enabling with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council against the Owners or any other person deriving title under them.
- 4.2 The Obligations are planning obligations pursuant to Section 106 of the Act and, save where stated otherwise in this Deed, are enforceable by the Council as local planning authority against the Owners and their successors in title. Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers that may be relevant to the enforcement of obligations contained in this Deed.

#### **5. COMMENCEMENT**

- 5.1 The obligations within this Deed are conditional upon:
  - 5.1.1 the grant of the Planning Permission;
  - 5.1.2 the occurrence of the Commencement Date; and
  - 5.1.3 the planning inspector expressly concluding in allowing the Appeal that each such obligation is necessary or otherwise in accordance with regulations 122 and 123 of the CIL Regulations in order to secure the grant of Planning Permission. In the event that the inspector concludes that one or more of the obligations are not so necessary then those obligations shall not come into effect unless expressly provided for within this Deed

save for the provisions of clauses 6.7 (third party rights) 9 (Notice Provisions) 13 (Governing

Law), 14 (Costs) and 15 (Delivery) which shall come into effect immediately upon completion of this Deed.

## **6. AGREEMENTS AND DECLARATIONS**

- 6.1 The covenants, restrictions and requirements imposed upon the Owners by this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable as provided within this Deed by the Council as a local planning authority against the Owners.
- 6.2 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a waiver of any subsequent breach or default thereof or prevent the Council from enforcing any of the said terms or conditions or from acting upon any such subsequent breach or default.
- 6.3 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 6.4 No person shall be liable for any breach of the covenants conditions or restrictions contained in this Deed after he shall have parted with all of his interest in the Site or the relevant part of the Site in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest or any breach affecting the Site as a whole when part of the Site is retained)
- 6.5 This Deed shall cease to have effect if:-
  - 6.5.1 the Planning Permission is quashed revoked or otherwise withdrawn or is revoked or modified without the consent of the Owners, is successfully challenged by a third party; or;
  - 6.5.2 the Planning Permission shall expire prior to the Commencement Date.
- 6.6 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and may be registered as such by the Council.
- 6.7 It is not intended that any person(s) who but for the provisions of the Contract (Rights of Third Parties) Act 1999 would not acquire any interest hereunder should do so by virtue of such Act.
- 6.8 the covenants on the part of the Owners shall not be enforceable against:
  - 6.8.1 owners, occupiers or tenants of the Dwellings or their mortgagees and/or those deriving title under them
  - 6.8.2 any statutory undertakers, service companies or other entities to whom any part of the Site may be transferred, let or otherwise disposed of for the provision of service media, electricity substations, pumping stations, gas governor stations or similar matters.
  - 6.8.3 the relevant highway authority to whom any part of the Site is transferred or dedicated for the purposes of adoption of any roads and/or footpaths and/or cycle ways to be constructed on the Site or
  - 6.8.4 any management company to whom any part of the Site is disposed and upon which Dwellings will not be constructed save to the extent such provisions relate to the management and maintenance of any Open Space



- 6.9 Any notice or other communication given or made in accordance with this Deed by the Owners shall be in writing and may unless otherwise specifically provided for in this Deed (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Head of Planning and Development at the address of the Council shown on the first page of this Deed or at such other address as may from time to time have been notified to the sender in writing as being the address for service of the relevant Party for the purposes of this Deed
- 6.10 Nothing prohibits the right of the Owners to use any part of the Site in accordance with a planning permission other than relating to the Development granted after the date of this Deed and whether or not granted after a planning appeal.

## **7. THE OWNERS' COVENANTS**

The Owners hereby jointly and severally covenant, agree and declare to perform and comply with the obligations of the Owners at Schedule 2.

## **8. INDEMNITIES**

- 8.1 The First Owner hereby indemnifies and shall keep indemnified the Second Owner, the Chargee and the Developer in respect of any costs, claims, demands, proceedings or expenses in respect of any breach of the obligations of the Owners at Schedule 2 on the First Part of the Site.
- 8.2 The Second Owner hereby indemnifies and shall keep indemnified the First Owner, the Chargee and the Developer in respect of any costs, claims, demands, proceeding or expenses in respect of any breach of the obligation of the Owners at Schedule 2 on the Second Part of the Site.
- 8.3 If the Developer acquires the whole of the First Part of the Site or any part of it, the Developer shall indemnify and keep indemnified the Second Owner in respect of any costs, claims, demands, proceedings or expenses in respect of any breach of the obligations of the Owners at Schedule 2 on the whole of the First Part of the Site, if the Developer has acquired the whole of the First Part of the Site, or the relevant part which has been acquired by the Developer if they have acquired only part of it.
- 8.4 If the Developer acquires the Second Part of the Site, or any part of it, the Developer shall indemnify and keep indemnified the First Owner in respect of any costs, claims, demands, proceedings or expenses in respect of any breach of the obligations of the Owners at Schedule 2 on the whole of the Second Part of the Site, if the Developer has acquired the whole of the Second Part of the Site, or the relevant part which has been acquired by the Developer if they have acquired only part of it.
- 8.5 If the Chargee is in possession of the part of the First Part of the Site which is currently registered at the Land Registry under Title Number GM935259 and which is subject to the Legal Charge dated 11<sup>th</sup> March 2009 and of which the Chargee has the benefit, the Second Owner shall indemnify and keep indemnified the Chargee in respect of any costs, claims, demands, proceedings or expenses in respect any breach of the obligation of the Owners at Schedule 2 on the Second Part of the Site.
- 8.6 If the Developer acquires the whole of the Second Part of the Site or any part of it and the Chargee is in possession of the part of the First Part of the Site which is currently registered at the Land Registry under Title Number GM935259 and which is subject to the Legal Charge dated 11<sup>th</sup> March 2009 and of which the Chargee has the benefit, the Developer shall indemnify the Chargee in respect of any costs, claims, demands, proceedings or expenses in respect of any breach of the obligations of the Owners at Schedule 2 on the

whole of the Second Part of the Site, if the Developer has acquired the whole of the Second Part of the Site, or the relevant part which has been acquired by the Developer if they have acquired only part of it.

- 8.7 If the Developer acquires that part of the First Part of the Site or any part of it currently registered at the Land Registry under Title Number MAN294058 and the Chargee is in possession of the part of the First Part of the Site which is currently registered at the Land Registry under Title Number GM935259 and which is subject to the Legal Charge dated 11th March 2009 and of which the Chargee has the benefit, the Developer shall indemnify the Chargee in respect of any costs, claims, demands, proceedings or expenses in respect of any breach of the obligations of the Owners at Schedule 2 on that part of the First Part of the Site currently comprised in MAN294058, if the Developer has acquired the whole of that part of the First Part of the Site currently comprised in MAN294058, or the relevant part which has been acquired by the Developer if they have acquired only part of it.

## **9 NOTICE PROVISIONS**

- 9.1 All notices demands or other written communications to or upon the parties or the Council pursuant to this Deed shall be deemed to have been properly given or made if despatched by first class recorded delivery letter to the Party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

9.1.1 in the case of the Owners at the addresses shown in this Deed

9.1.2 in the case of the Developer to the Company Secretary at: Redrow House, St David's Park Flintshire CH5 3RX

9.1.3 in the case of the Council to Head of Planning at the address stated above.

or any such address as may be confirmed in writing by any of the parties and/or the Council.

- 9.2 Any such notice request demand or other written communication shall be deemed to have been served if posted first class recorded delivery at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom and in providing such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate).

- 9.3 The Owners shall give the Council immediate written notice of any change in ownership of any interests in the Site and such notice shall give details of the transferee's or lessee's full name and registered office (if a company) or usual address (if not).

## **10 INTEREST PAYMENTS DUE**

Where any sum or amount which the Owners are obliged to pay to the Council pursuant to the obligations contained in this Deed is not paid on the date on which it is due and remains unpaid for a period exceeding 14 days (without prejudice to any other right of the Council Interest shall be paid by the Owners to the Council (as appropriate) from the date on which the payment (or part thereof) became due to the date of the actual receipt by the Council in addition to the outstanding balance of the payment.

## **11. INDEXATION**

- 11.1 All financial contributions payable to the Council shall be Index Linked.

11.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owners in writing.

## **12. CHARGEES CONSENT**

12.1 The Chargee consents to the completion of this Deed and declares that its interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Chargee's interest in the Site.

12.2 The Chargee shall not be liable for any breach of the obligations in this Deed unless committed at a time when it is in possession of all or any part of the Site.

## **13. GOVERNING LAW**

13.1 The parties hereby accept that this Deed shall be subject to the law of England and Wales and shall be governed by the jurisdiction of the Courts therein.

13.2 It is hereby acknowledged that nothing in this Deed is intended to prevent the Council from exercising any function duty or discretion that they are bound by statute to do.

## **14. COUNCIL'S COSTS**

The Owners agree to pay to the Council on the signing of this Deed their reasonable costs for the negotiation and preparation of this Deed in the sum of £1000.

## **15. DELIVERY**

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.

## **SCHEDULE 1**

### **THE SITE**

The freehold land and buildings known as land at Warburton Lane, Trafford for the purposes of identification only edged red on Plan 1, the legal title to which is registered at the Land Registry with Absolute Title under Title Numbers GM935259, MAN220787 and MAN294058.

## SCHEDULE 2

### THE OWNERS' COVENANTS

#### Part 1 – General

1. The Owners shall notify the Council in writing of the occurrence of the Commencement Date ten Working Days prior to the Commencement Date occurring.

#### Part 2 – Contribution

- 1 The Owners shall pay to the Council the Contribution in the following instalments and at the following times:
  - 1.1 the first 50% of the Contribution on Commencement of Development and the Owners shall not Commence or cause or permit the Commencement of Development unless or until the first 50% of the Contribution has been paid; and
  - 1.2 the remaining 50% of the Contribution prior to the date of the Occupation of the 200<sup>th</sup> Dwelling and the Owners shall not Occupy or cause or permit the Occupation of more than 200 (two hundred) Dwellings unless or until the whole of the Contribution has been paid to the Council .

#### Part 3 – Open Space

1. The Owners shall:
  - 1.1 submit and secure prior written approval from the Council for the Management Scheme in respect of each Phase for the provision of the Open Space within that Phase prior to the Commencement of Development of that Phase;
  - 1.2 construct, lay out and provide the Open Space in each Phase in accordance with the approved Management Scheme for that Phase to the reasonable satisfaction of the Council;
  - 1.3 make no material alteration to the programme of works pursuant to the Management Scheme for each Phase without the prior written approval of the Council;
  - 1.4 maintain the Open Space within each Phase in accordance with the programme approved pursuant to the provisions of this Schedule until it is transferred to the Management Company;
  - 1.5 not to Occupy or permit Occupation of any Dwelling unless the contract and/or transfer (or lease if applicable) for the disposal of each such Dwelling by the Owners shall impose an obligation on the purchaser of any such Dwelling
    - 1.5.1 to become a member of the Management Company;
    - 1.5.2 to promptly pay an annual rent charge or management charge levied from time to time during their ownership of the Dwelling for the management and maintenance of the Open Space;

- 1.5.3 to enter into a direct covenant with the owner of the Open Space covenanting to pay the Owner or to the Management Company (as the owner of the Open Space shall require) an annual charge (being a sum equivalent to the annual cost of managing and maintaining the Open Space divided by the number of Dwellings) for the future management and maintenance of the Open Space in accordance with the Management Scheme;
- 1.5.4 to resign as a member of the Management Company upon disposal of their interest in the Dwelling; and
- 1.5.5 to procure that their successor in title to the relevant Dwelling shall:-
- a) become a member of the Management Company upon transfer of the relevant Dwelling to them
  - b) covenant directly with the Management Company in the terms of this Paragraph 1.5.
- 1.6 not to Occupy or permit Occupation of more than 50% of the Dwellings of each Phase within the Development unless and until the Open Space within the relevant Phase has been laid out in accordance with the Management Scheme to the reasonable satisfaction of the Council.
- 1.7 not to Occupy or permit Occupation of more than 80% of the Dwellings of each Phase within the Development unless the Open Space within the relevant Phase has been transferred to the Management Company and such transfer shall contain a covenant by the Management Company to manage and maintain the Open Space within the relevant Phase in perpetuity pursuant to the Management Scheme.

**SCHEDULE 3**  
**INFRASTRUCTURE TABLE**

<b>Scheme</b>	<b>Description</b>		<b>Amount</b>
<b>Highway improvements works</b>			
H1	Contribution towards Carrington Relief Road		<b>£0</b>
<b>Public Transport</b>			
PT1	Bus Stop improvements on Warburton Lane		<b>£40,000</b>
PT2	Public Transport improvements		<b>£1,215,000</b>
<b>Primary Education</b>			
PE1	Shortfall in Primary Education places within the Catchment area		<b>£1,067,220</b>
<b>Sport Facilities improvement works</b>			
SF1	Changing facility and playing pitch improvements at Cross Lane Playing Fields, Partington		<b>£263,033</b>
<b>Affordable Housing</b>			
AH1	Off-site affordable housing contribution towards shortfalls within Bowdon Ward		<b>£0</b>
<b>Total</b>			<b>£2,585,253</b>

**IN WITNESS WHEREOF** the parties hereto execute this Deed the date and year herein before written

**SIGNED as a DEED by  
FRANK LYTHGOE**  
in the presence of:

Signature of witness .....  
Name (in BLOCK CAPITALS) .....  
Address.....  
.....

**SIGNED as a DEED by  
CHRISTINE MARY CALVERT**  
in the presence of:

Signature of witness .....  
Name (in BLOCK CAPITALS) .....  
Address.....  
.....

**EXECUTED as a DEED by**  
as attorney for  
**REDROW HOMES LIMITED**  
in the presence of:-

.....  
as attorney for  
**REDROW HOMES LIMITED**

Signature of witness .....  
Name (in BLOCK CAPITALS) .....  
Address.....  
.....  
.....

**EXECUTED as a DEED by**  
as attorney for  
**REDROW HOMES LIMITED**  
in the presence of:-

.....  
as attorney for  
**REDROW HOMES LIMITED**

Signature of witness .....  
Name (in BLOCK CAPITALS) .....  
Address.....  
.....  
.....



**EXECUTED** as a **DEED** by the affixing  
of the common seal of  
**CO-OPERATIVE GROUP LIMITED**  
in the presence of:-

Authorised Sealing Officer