

DATED

16th March 2012

2012

(1)



and

(2) GLADMAN DEVELOPMENTS LIMITED

UNILATERAL UNDERTAKING

Pursuant to Section 106

Town and Country Planning Act 1990

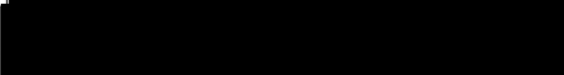
relating to

Land at Henthorn Farm, Henthorn Road,

Clitheroe, Lancashire, BB7 2QF

THIS UNILATERAL UNDERTAKING is given the 16th day of March Two thousand and twelve

BY:

(1) 
 hereinafter called "the Owner") and

(2) **GLADMAN DEVELOPMENTS LIMITED** (Company number 03341567) whose registered office is at Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire, CW12 1LB (hereinafter called "the Promoter")

TO:

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

(4) **LANCASHIRE COUNTY COUNCIL** of County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the County Council")

1 INTERPRETATION AND DEFINITIONS

1.1 In this Agreement the following expressions shall have the following meanings:-

"the Act" means the Town & Country Planning Act 1990 (as amended)

"Affordable Housing" means housing affordable to those people who by reason of their limited income and/or resources or of some other circumstances cannot afford to rent or buy a suitable home generally available on the open market including the following types of scheme or any one or combination thereof (it being expressly agreed and declared that this definition is not intended to be exhaustive)

- (i) a dwelling let as an assured tenancy as defined by Section 1 of the Housing Act 1988 (or any statutory extension re-enactment or modification thereof) at a level of rent not above the Tenant Services Authority Rent Restructuring Regime prevailing at the time the Affordable Housing Site (or relevant part thereof) is transferred to a Social Landlord in accordance with paragraph 1 to Schedule 2 hereto or such other guidelines as may be approved by the Council ("Social Rented Housing");
- (ii) a dwelling for sale on a shared ownership basis whereby the occupier is required to purchase a minimum equity share in the dwelling and will then have the option to purchase additional equity to a maximum of eighty percent of the total equity in the dwelling ("Shared Ownership");
- (iii) rented housing provided by registered providers of social housing that has the same characteristics as social rented housing except that it is outside the national rent regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 percent of local market rents ("Affordable Rented Housing"); or
- (iv) any other scheme approved by the Council which addresses its housing need and secures the provision of housing to be available in perpetuity (where legally permissible) for

occupation by persons who have need of such housing

"Affordable Housing Provider"

means a body whose function or aim is to provide and manage Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) including a housing association or associations or housing company or companies or a trust or trusts registered as a registered social landlord (pursuant to the Housing Act 1996) with the Housing Corporation or an alternative affordable housing provider nominated by the Council

"Affordable Housing Scheme"

means the scheme for the provision of Affordable Housing submitted in accordance with the Planning Permission which shall include details of:

- (i) the numbers, type, mix, tenure and location on the site of the Affordable Housing which shall consist of not less than 30% of the Residential Units and which unless otherwise agreed in writing shall comprise:
 - (a) 27 Residential Units of Social Rented Housing (which shall be made up of 6 x 2 bedroom dwellings, 6 x 3 bedroom dwellings, 5 x 4 bedroom dwellings and 10 bungalows) to be occupied in accordance with the Council's prevailing allocations policy, and
 - (b) 27 Residential Units of Affordable Rented Housing (which shall be made up of 9 x 2 bedroom dwellings, 9 x 3 bedroom dwellings

and 9 x 4 bedroom dwellings) to be allocated in accordance with the Council's prevailing allocations policy, and

(c) 27 Residential Units of Shared Ownership (which shall be made up of 6 x 2 bedroom dwellings, 6 x 3 bedroom dwellings, 5 x 4 bedroom dwellings and 10 bungalows) to be occupied in accordance with the order of priority set out in the Shared Ownership Occupancy Criteria

(ii) the timing of the construction of the Affordable Housing and its phasing in relation to the occupancy of the Market Dwellings

(iii) the arrangements for the transfer of the Affordable Housing to a Social Landlord

(iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing

(v) the occupancy criteria to be used for determining the identity of occupiers of the Affordable Housing and the means by which such occupancy criteria shall be enforced

"Affordable Housing Site(s)"

means the part or parts of the Land sufficient for the provision of Affordable Housing Units in accordance with the approved Affordable Housing Scheme including (without prejudice to the generality of the foregoing): adequate curtilage and parking spaces and service areas and walkways and gardens and other normal domestic facilities

"Affordable Housing Unit"

means a Residential Unit provided as Affordable Housing in accordance with the Affordable Housing

Scheme

"Affordable Housing Site Terms

means the terms for the transfer of the Affordable Housing Site and the Affordable Housing Units constructed thereon as set out in paragraph 1.4 to Schedule 2 hereto

"Appeal"

means the appeal lodged in respect of the refusal by the Council of the Application given the appeal reference APP/T2350/A/11/2161186

"the Application"

means the outline planning application registered on 17 August 2010 under application number 3/2010/0719

"BCIS All-in TPI Index"

means the Building Cost Information Service All-in Price Index published by the Royal Institute of Chartered Surveyors

"Bus Stop Contribution"

means the sum of £250 (two hundred and fifty pounds)(increased by the Indexation Factor) as a contribution towards the costs of providing a temporary additional bus stop at Henthorn Road in the vicinity of the Development for the period between the date of first occupation of the 1st Residential Unit and the date of first occupation of the 51st Residential Unit

**"Commence
Development/Commencement of
Development"**

means the implementation of the Planning Permission by the carrying out of a material operation as defined by Section 56(4) of the Act Save That for the purposes of determining whether a material operation has been carried out there shall be disregarded:

(i) ground and archaeological

- investigations
- (ii) surveys
- (iii) site clearance and demolition
- (iv) remediation
- (v) the erection of site fences and hoardings
- (vi) the creation of a site compound
- (vii) temporary access and haul roads
- (viii) diversion decommissioning and/or laying of the services for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services
- (ix) any operations permitted by the Town and Country Planning (General Permitted Development) Order 1995

“Community Park”

means that part of the Land to be designated as a Country Park in accordance with paragraph 4 of Schedule 2 hereto shown edged green on the plan numbered 2010-0100-LP02 annexed hereto as Annexure 2

“Cycle Rack Contribution”

means the sum of £1,000 (one thousand pounds) (increased by the Indexation Factor) as a contribution towards the County Council’s costs of providing a parking stand to accommodate four bicycles in Clitheroe town centre

“Development”

means the development on the Land in accordance with the Planning Permission

“Education Contribution”

the sum of £1,400,611.50 (One million four hundred thousand six hundred and eleven pounds and fifty pence) adjusted by the BCIS All-in TPI Index from the

date of this agreement to the published index for the quarter immediately preceding the date of payment (comprising the sum of £947,254.50 (Nine hundred and forty-seven thousand two hundred and fifty four pounds and fifty pence) as a contribution towards the costs of the provision of 95 additional primary school places to serve the Development and the sum of £453,357.00 (Four hundred and fifty three thousand three hundred and fifty seven pounds) as a contribution towards the costs of the provision of 30 additional secondary school places to serve the Development)

"Homes and Communities Agency"

means the Homes and Communities Agency as defined in the Housing and Regeneration Act 2008

"Index"

means the Retail Prices Index published by the Office for National Statistics or any successor authority (or such other index replacing the same)

"Indexation Factor"

means the factor reflecting any change in the Index in each case calculated from the date of such publication last published prior to the date of the Planning Permission to the date of such publication immediately preceding the date when the sum to be indexed is payable or (if later) paid

"Land"

means land situate at Henthorn Farm, Henthorn Road, Clitheroe, Lancashire, BB7 2QF comprising approximately 15.7 hectares and more particularly described in Schedule 1 hereto

"Market Dwelling(s)"

means the Residential Units excluding any Affordable Housing Unit

"On Site Play Areas"

means the provision on the Land of one LEAP and one NEAP (as defined in the Specification) in accordance with the provisions of paragraph 3 to Schedule 2 hereto

"Open Space"

means structural landscaping and general amenity areas in accordance with the Planning Permission and paragraph 2 of Schedule 3 hereto which for the avoidance of doubt shall not be construed as meaning open space land within the meaning of the Open Spaces Act 1906

"PCT"

means East Lancashire PCT or any successor body to it

"PCT Contribution"

means the sum of £156,250 (One hundred and fifty six thousand two hundred and fifty pounds) (increased by the Indexation Factor) as a contribution towards the costs of constructing the PCT Facility

"PCT Contract"

means the contract with the PCT to procure the transfer of the PCT Facility Area referred to in paragraph 5.4 of Schedule 2 hereto

"PCT Facility"

means a building having 125 square metres gross internal floor space for use for the provision of community health facilities together with eight car parking spaces and associated landscaping

"PCT Facility Area"

means that part of the Land having a site area of not less than 0.064 hectares which is approved by the Council for the location of the PCT Facility in accordance with paragraph 5.1 of Schedule 2 hereto

"PCT Facility Permission"

means approval of reserved matters pursuant to the Planning Permission for the PCT Facility

"Phase of Development"	means a phase of development which shall be in accordance with the planning conditions to which the Planning Permission is subject
"Plan"	means the plan numbered 2010-0100-LP01 annexed hereto as Annexure 1
"Planning Obligations"	means the planning obligations specified in Schedule 2 and Schedule 3 hereto
"Planning Permission"	means outline planning permission for the Development granted pursuant to the Appeal
"Residential Unit"	means any dwelling flat or other residential unit of accommodation within the Development
"RTRO Contribution"	means the sum of £1,500 (one thousand five hundred pounds)(increased by the Indexation Factor) as a contribution towards the costs of the County Council incurred in connection with public consultation and advertising in respect of Woone Lane RTRO
"Shared Ownership Occupancy Criteria"	1. First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either: 1.1 living in Ribble Valley or 1.2 working in Ribble Valley or 1.3 who have lived in Ribble Valley for any five of the last ten years having left to find suitable accommodation elsewhere and who also have close family living in Ribble Valley 2. Persons moving to the Ribble Valley to offer

support or receive support from a close family member who is living in the Ribble Valley

3. First time buyers who are unable to meet one of the qualification provisions set out in paragraph 1 above
4. Those living in overcrowded conditions
5. The elderly who require assistance to buy property more suited to their needs
6. A homeowner needing to move after the death of a partner
7. A homeowner needing to move due to relationship breakdown
8. A homeowner needing to move because they cannot meet their current housing cost

“Social Landlord”

means a registered social landlord within the meaning of Part 1 of the Housing Act 1996 or a house builder or contractor or provider who is approved by the Homes and Communities Agency and which is accredited under the Housing Management Accreditation Scheme and is able to receive housing subsidy to deliver the housing tenure requirements

“Specification”

means the NPFA Six Acre Standard or such other similar specification reasonably required by the Council

“Travel Plan Contribution”

means the sum of £18,000 (eighteen thousand pounds) (increased by the Indexation Factor) as a

contribution towards the costs of the County Council incurred in monitoring a travel plan to be implemented in respect of the Development

"Woone Lane RTRO"

means a Road Traffic Regulation Order to secure one-way traffic on Woone Lane

"Woone Lane RTRO Works"

means the works shown in principle on ashleyhelme associates drawing number 1222/20 annexed hereto as Annexure 3

"Woone Lane Traffic Management Works"

means the works shown in principle on ashleyhelme associates drawing number 1222/23 B annexed hereto as Annexure 4

1.2 The expressions "The Council" "the County Council" and "the Owner" shall include their successors in title and assigns

1.3 Wherever the expression "the Owner" includes more than one person then the covenants on the part of the Owner herein contained shall be deemed to be joint and several

1.4 In this Agreement:-

1.4.1 words importing the singular include the plural

1.4.2 words importing the masculine include the feminine and neuter

1.4.3 words importing persons include companies and corporations and vice versa

2 BACKGROUND

2.1 The Council and the County Council are Local Planning Authorities for the purposes of Section 106 of the Act for the area within which the Land is situated

- 2.2 The County Council is also the local highway authority and the education authority for the area within which the Land is situated
- 2.3 The Owner is the registered proprietor under title number LA927284 of the Land and in its capacity as such owner is hereinafter referred to as "the Owner"
- 2.4 The Owner and the Promoter have entered into a Promotion Agreement dated 20 May 2010 in respect of the Land
- 2.5 The Application has been submitted to the Council for Planning Permission for the Development and the Council refused the Application on 19 September 2011
- 2.6 The Appeal has been lodged and the parties have agreed to enter into this deed in order to secure the Planning Obligations contained in it in the event that Planning Permission is granted pursuant to the Appeal

3 LEGAL BASIS

- 3.1 This deed is made pursuant to the 1990 Act section 106
- 3.2 The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council and the County Council as local planning authority.

4 CONDITIONS, DURATION AND ENFORCEMENT

4.1 Conditions precedent

The Planning Obligations in this deed are conditional and shall not come into effect until the grant of the Planning Permission

4.2 Duration

- 4.2.1 This deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any

statutory procedure or expires before the Commencement of Development.

- 4.2.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this deed after parting with his interest in that part of the Land on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

4.3 Other development

- 4.3.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

4.4 Non-enforcement

The Planning Obligations contained in this deed shall not be binding upon or enforceable against:

- 4.4.1 any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purposes of the supply of electricity, gas, water, drainage telecommunication services or public transport services;
- 4.4.2 any bona fide purchaser and/or occupier of a Residential Unit erected on the Land or its or their mortgagee save in connection with the Affordable Housing provided as part of the Affordable Housing Scheme but subject to the provisions of paragraph 1.5 of Schedule 2 hereto;
- 4.4.3 the Owner after he has disposed of his interest in the Land, or in the event of a disposal of part, in the part disposed of, other than disposal of an interest in the nature of an easement or the benefit of a restriction or similar, but not so as to release the Owner from any antecedent breach, non-performance or non-observance of his obligations;
- 4.4.4 for the avoidance of doubt the liability to pay any of the financial contributions referred to in Schedule 2 and Schedule 3 hereto shall not be enforceable against the person or body that becomes the registered

proprietor of the Affordable Housing Site or any part thereof pursuant to this Agreement

- 4.4.5 for the avoidance of doubt the obligations set out in paragraphs 5.2, 5.4, 5.5 and 5.6 of Schedule 2 hereto shall be binding on the Owner for the period of three years and one month after the date of Commencement of Development and after this date the Owner shall have no further liability in respect of such obligations save in respect of any antecedent breach of the same.

5 OWNER'S COVENANTS AND PROMOTER'S CONSENT

- 5.1 The Owner covenants with the Council and the County Council to bind its interest in the Land as set out in Schedule 2 and Schedule 3 hereto.
- 5.2 The Promoter acknowledges that this deed has been entered into with its consent and that the Land will be bound by the Planning Obligations.

6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 6.1 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

7 NOTICES

- 7.1 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 7.2 The address for any notice or other written communication shall be within the United Kingdom.
- 7.3 A notice or communication shall be served or given:

- 7.3.1 on the Owner and the Promoter at the addresses set out above, or such other address as shall be notified in writing to the Council and the County Council from time to time
 - 7.3.2 on the Council at the address set out above or such other address as shall be notified in writing to the Owner from time to time, marked for the attention of the Housing Strategy Officer, and
 - 7.3.3 on the County Council at the address set out above or such other address as shall be notified in writing to the Owner from time to time, marked for the attention of the County Secretary and Solicitor
- 7.4 Any notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or the County Council by an officer or duly authorised signatory.

8 JURISDICTION AND LEGAL EFFECT

- 8.1 This deed shall be governed by and interpreted in accordance with the law of England and Wales.
- 8.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.
- 8.3 No waiver (whether expressed or implied) by the Council or the 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 Council or the County Council or the Owner from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 8.4 The provisions of this deed (other than this clause 8.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

IN WITNESS whereof the Owner and the Promoter have executed this Agreement as a deed the day and year first before mentioned

SCHEDULE 1

The Owner's Title and Site Description

The freehold Land at Henthorn Farm, Henthorn Road, Clitheroe, Lancashire, BB72QF registered at HM Land Registry under title number LA927284 and shown edged red on the Plan

SCHEDULE 2

The Owner's Covenants with the Council

1. Affordable Housing

1.1 Not to occupy nor to permit occupation of the first Market Dwelling until the Affordable Housing Scheme has been submitted to and approved in writing by the Council

1.2 The Affordable Housing Units shall not be occupied other than in accordance with the approved Affordable Housing Scheme or such other scheme as may subsequently be approved by the Council PROVIDED THAT

1.2.1 A mortgagee or chargee of the Affordable Housing Site seeking to dispose of the Affordable Housing Site pursuant to its power of sale or other remedies under the terms of its mortgage or charge shall first seek to dispose of the said Affordable Housing Site to an Affordable Housing Provider or at the Council's written election the Homes and Communities Agency (who may exercise their statutory powers) (the Council being entitled to nominate an Affordable Housing provider or the Homes and Communities Agency for these purposes by service of notice in writing to such mortgagee or chargee within 56 (fifty six) days of such mortgagee or chargee notifying the Council in writing of its intention to exercise its power of sale Provided That for the avoidance of doubt such mortgagee or chargee shall not be under any obligation to dispose of any Affordable Housing Unit for any sum less than the monies outstanding pursuant to the said mortgage or charge;

1.2.2 in the event of any sale not taking place in accordance with the foregoing paragraph within a period of three (3) months following the service of the Council's notice thereunder or in the absence of such notice any mortgagee or chargee (or its or their receiver or manager of the whole or any part of the Affordable Housing Site) shall be entitled to sell such land or the relevant part thereof pursuant to its or their power of sale or other

remedies under the mortgage or charge in question on the open market and from the date of actual completion the foregoing provisions of this paragraph 1 shall not apply to the Affordable Housing Site as sold nor shall any successor in title to or persons deriving title from such mortgagee or chargee be so bound

1.3 Not more than 50% of the Market Dwellings of any Phase of Development shall be occupied until the Affordable Housing Units located at that Phase of Development have been completed ready for occupation and transferred to the Social Landlord on the Affordable Housing Site Terms

1.4 The Affordable Housing Site(s) and the Affordable Housing Units constructed thereon shall be transferred on the following terms:

1.4.1 with good and marketable freehold or long leasehold (in the case of individual flats within a larger block) title

1.4.2 the Affordable Housing Site(s) shall be provided up to a point immediately adjacent to the boundary of the Affordable Housing Site(s) with

1.4.2.1 an adoptable road access subject to an Agreement under Section 38 of the Highways Act 1980; and

1.4.2.2 adoptable public sewers and drains subject to an Agreement under Section 104 of the Water Industry Act 1991; and

1.4.2.3 access to electricity gas telephone and other common services with sufficient capacity to serve the Affordable Housing Site(s)

PROVIDED THAT if it has not been possible to complete such Agreement or Agreements as specified in paragraphs 1.4.2.1 and 1.4.2.2 above by the time of such transfer then the Owner covenants to use all reasonable endeavours to enter into such Agreements as soon as possible thereafter

and will maintain the estate roads and foul and surface water sewers at its own expense until adoption

1.5 The obligations contained in this paragraph 1 of Schedule 2 shall:

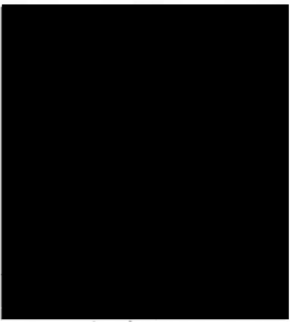
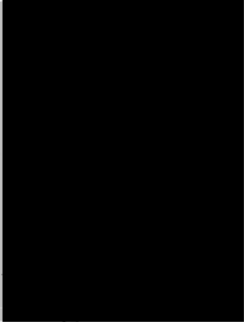
- 1.5.1 not be binding upon a mortgagee or chargee of any shared ownership Affordable Housing Unit or any receiver appointed by any such mortgagee or chargee or any person or persons (including immediate and all subsequent successors in title to such persons) deriving title or an interest in the whole or any part of any such land from such mortgagee chargee or receiver to the intent that the provisions of this Agreement shall upon a disposal (of whatever nature) by a mortgagee chargee or receiver appointed by a mortgagee or chargee cease to apply and shall cease to apply and determine absolutely in respect of the land thereby disposed of
- 1.5.2 determine absolutely in respect of any Affordable Housing Unit in circumstances where a tenant acquires a freehold or leasehold interest in such dwelling pursuant to a statutory enfranchisement provision
- 1.5.3 be suspended in respect of each such assignment only on every occasion of the assignment of a shared ownership lease of any Affordable Housing Unit demised or to be demised by way of shared ownership lease where the lessee of the shared ownership lease wanting to transfer his shared ownership interest has complied with the nomination provisions (if any) of the shared ownership lease and has first offered to sell the lessee's shared ownership interest to a nominee of the Social Landlord and the Social Landlord has been made unable or unwilling to provide a nominee within the time period specified in the shared ownership lease or such nominee has not exchanged contracts to acquire or not acquired the lessee's interest within the time period specified within such shared ownership lease
- 1.5.4 not bind any service supplier purchasing or leasing or taking a transfer of any part of the Affordable Housing Site solely for their operational requirements

2. Open Space

- 2.1 Not to Commence Development until the details and proposed location of the Open Space have first been submitted to and approved in writing by the Council
- 2.2 Not more than 50% of the Market Dwellings on any Phase of Development shall be occupied until the Open Space in relation to that Phase of Development has been laid out and made available for use in accordance with the details approved under paragraph 2.1 above and in accordance with the relevant parts of the Specification to the reasonable satisfaction of the Council
- 2.3 After the Open Space has been laid out in accordance with paragraph 2.2 above it shall thereafter be maintained by the Owner to the reasonable satisfaction of the Council until a scheme for securing the long term maintenance of the Open Space has been submitted to and approved in writing by the Council and the approved scheme has been implemented to the satisfaction of the Council

3. On Site Play Areas

- 3.1 Not to Commence Development until the details and proposed location of the On Site Play Areas have first been submitted to and approved in writing by the Council
- 3.2 Not more than 50% of the Market Dwellings on any Phase of Development shall be occupied until any On Site Play Area approved pursuant to paragraph 3.1 above in relation to that Phase of Development has been provided to the satisfaction of the Council in accordance with the approved details
- 3.3 Following provision of the On Site Play Areas in accordance with paragraph 3.2 above the Owner shall at its own cost maintain the same to the satisfaction of the Council until a scheme for securing the long term repair maintenance and renewal of the On Site Play Areas has been submitted to and approved in writing by the Council and the approved scheme has been implemented to the satisfaction of the Council



4. Community Park

- 10th
25th
cycle and pedestrian access route
- 4.1 Upon completion of the 25th Residential Unit to lay out a temporary footpath in accordance with details to be approved in writing by the Council to link the first Phase of Development to public footpath number 17 within the Community Park
- 4.2 Prior to the first occupation of the 101st Residential Unit to submit for the approval of the Council details of the proposed layout specification and landscaping of the Community Park together with details of a scheme for the long term maintenance and management of the Community Park
- 4.3 Prior to the first occupation of the 151st Residential Unit to lay out the Community Park in accordance with the details approved pursuant to paragraph 4.2 above
- 4.4 To maintain the Community Park to the satisfaction of the Council until the scheme for the long term maintenance and management of the Community Park referred to at paragraph 4.2 above has been implemented.

5. PCT Facility

- 5.1 Not to Commence Development until a plan showing the location of the PCT Facility Area has been submitted to and approved in writing by the Council
- 5.2 Subject to paragraph 5.7 below not to use or permit the use of the PCT Facility Area for any purpose other than for the construction of the PCT Facility
- 5.3 To notify the Council and the PCT of the Commencement of Development not later than 7 days after the Commencement of Development
- 5.4 Provided that the PCT Facility Permission has been granted, if requested by the Council or the PCT during the three year period after the date of Commencement of Development to use all reasonable endeavours to enter into the PCT Contract
- 5.5 Provided that the PCT has entered into the PCT Contract to transfer the PCT Facility Area to the PCT not later than one month after the date of the PCT Contract

together with all rights and easements necessary for the maintenance and public use thereof and subject to a covenant that the PCT Facility Area shall not benefit for a purpose other than a community health facility and subject to exceptions and reservations necessary for the maintenance and construction of the Owner's retained land for the consideration of £1.00 (One Pound)

- 5.6 On the date of the transfer referred to in paragraph 5.5 above to pay the PCT Contribution to the Council
- 5.7 If on the date which is 3 years and 1 month after the date of Commencement of Development the PCT has not entered into the PCT Contract the obligations set out in this paragraph 5 shall cease and the PCT Facility Area shall be released from the restriction set out at paragraph 5.2 of Schedule 3 hereto

SCHEDULE 3

The Owner's Covenants with the County Council

1. Public Transport Improvements

1.1 For a period of five years from the date of first occupation of the 51st Residential Unit to procure at the cost of the Owner with either Stagecoach or Tyrer Bus (or an alternative bus service provider) a bus service between the Development and Clitheroe town centre with a first departure time from the Development of no later than 07.30 and a last arrival time at the Development of no earlier than 19.00 from Monday to Saturday and a first departure time from the Development of no later than 09.30 and a last arrival time at the Development of no earlier than 16.00 on a Sunday and which will operate half hourly during the hours of 07.00 - 09.30 and 16.30 - 18.30 Monday to Friday and hourly at other times Monday to Sunday.

1.2 In the event that the existing bus service numbered C1 and C2 ceases to operate along Henthorn Road at any time prior to the first occupation of the 51st Residential Unit the Owner shall procure the bus service referred to in paragraph 1.1 above in accordance with the details set out in that paragraph for a period of five years from the date of commencement of such bus service.

1.3 To procure that the contract for the provision of the bus service referred to in paragraph 1.1 above requires the provider of that bus service to retain all fares generated by that bus service in excess of the operational service costs of that bus service to be utilised towards the ongoing operating costs of that bus service, which fares shall be placed in a separate and identifiable account and further to procure that the County Council shall be party to the said contract with powers to enforce such obligation.

1.4 To notify the County Council in writing upon the procurement of the bus service referred to at paragraph 1.1 above and to provide to the County Council a copy of the contract with the bus service provider in respect of such procurement.

1.5 Prior to the first occupation of the 51st Residential Unit to provide within the Development a bus stop to the Lancashire County Council Bus Stop Quality Standard at such location and in accordance with such details as have been approved in writing by the County Council

- 1.6 Prior to the first occupation of the 1st Residential Unit to pay the Bus Stop Contribution to the County Council

2. Woone Lane

- 2.1 Prior to Commencement of Development to pay the RTRO Contribution to the County Council
- 2.2 Not later than 3 months after the date of receipt of written notice from the County Council that the Woone Lane RTRO has been made to enter into an agreement with the County Council pursuant to Section 278 of the Highways Act 1980 to procure the Woone Lane RTRO Works
- 2.3 Not later than 3 months after the date of receipt of written notice from the County Council that it does not intend to proceed with the Woone Lane RTRO to enter into an agreement with the County Council pursuant to Section 278 of the Highways Act 1980 to procure the Woone Lane Traffic Management Works

3. Cycle Rack Contribution

Prior to first occupation of the 1st Residential Unit to pay to the County Council the Cycle Rack Contribution

4. Travel Plan Contribution

Prior to first occupation of the 1st Residential Unit to pay to the County Council the Travel Plan Contribution

5. Education Contribution

- 5.1 Not to occupy nor permit the occupation of the 101st Residential Unit until 34% of the Education Contribution has been paid to the County Council
- 5.2 Not to occupy nor permit the occupation of the 176th Residential Unit until a further 33% of the Education Contribution has been paid to the County Council

- 5.3 Not to occupy nor permit the occupation of the 251st Residential Unit until the balance of the Education Contribution has been paid to the County Council

ANNEXURE 1

Drawing number 2010-0100-LP01



GLADMAN
 Gladman House
 Riverside Way
 Clitheroe Business Park
 Clitheroe
 Lancashire
 PR72 1LR
 Tel: 01207 200000
 Fax: 01207 200001
 www.gladman.co.uk

Rev	Date	By	Revision notes
*	*	*	*

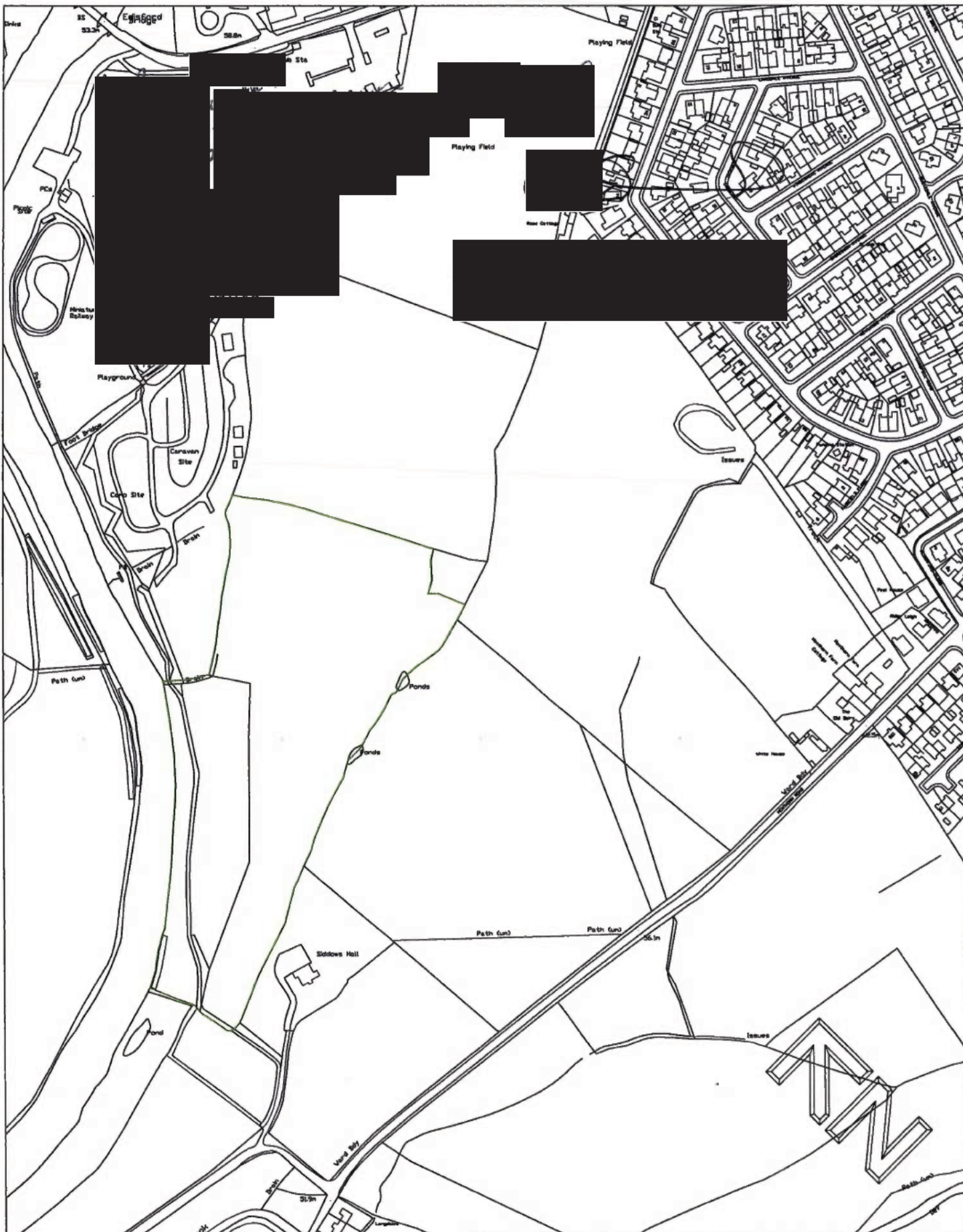
Status

Planning

Project		Drawn by NAME	Issue date
Henthorn Road Clitheroe		Scale(s)	26.04.11
		1:2500	
Title		Drawing No	
Legal Plan 01		2010-0100-LP01	

ANNEXURE 2

Drawing number 2010-0100-LP02



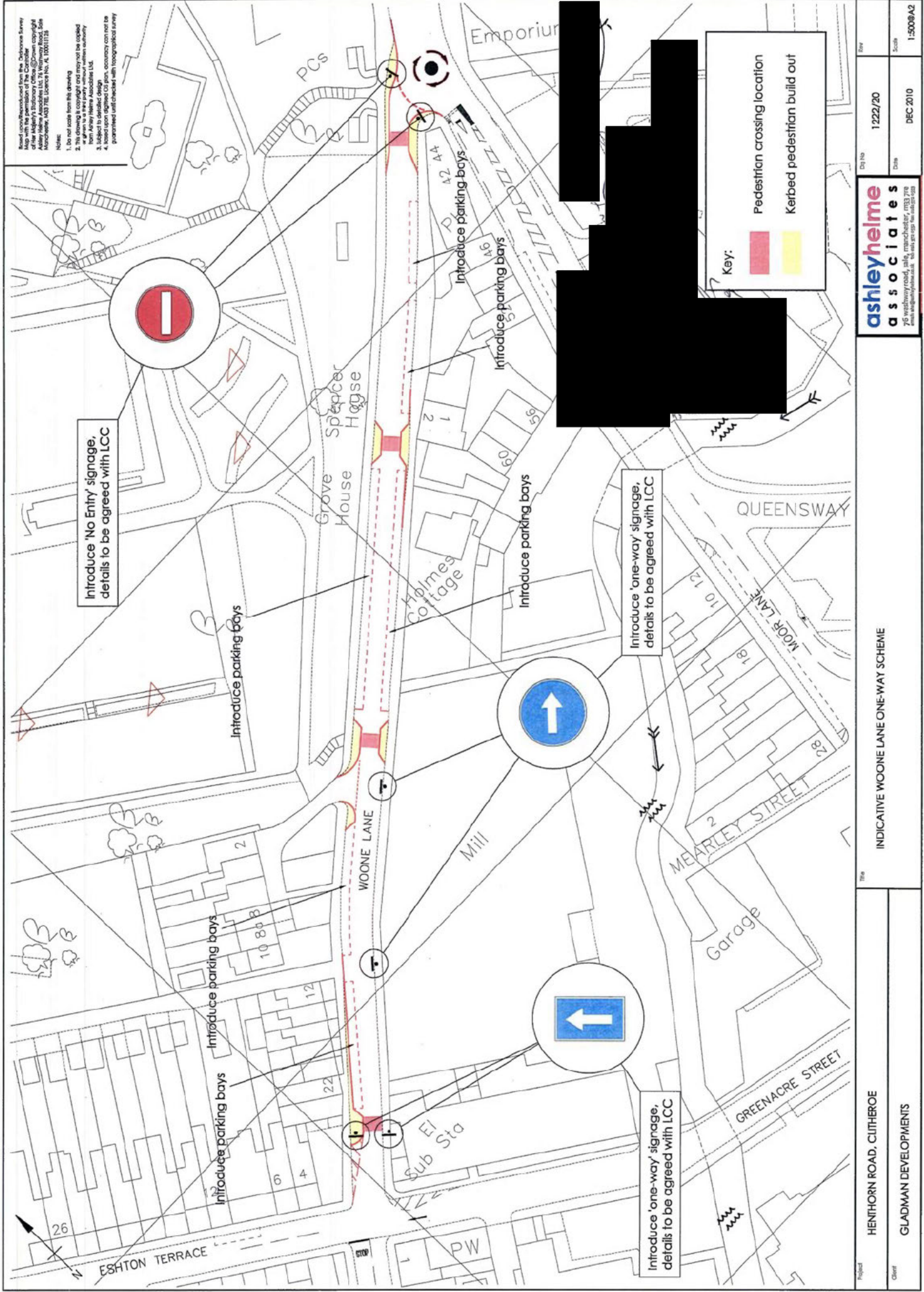
GLADMAN
 Gladman House
 Alameda Way
 Clitheroe
 Lancashire
 PR7 2JH
 Tel: 01207 250000
 Fax: 01207 250001
 www.gladman.co.uk

Rev	Date	By	Revision notes
*	*	*	*
Status			
Planning			

Project		Henthorn Road Clitheroe		Drawn by NAME	Issue date 26.04.11
Title		Legal Plan 02		Scale(s)	1:2500
				Drawing No	2010-0100-LP02

ANNEXURE 3

AHA Drawing number 1222/20



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Notes:

1. Do not scale from this drawing
2. This drawing is copyright and may not be copied or reproduced in any form without written authority of the author.
3. Subject to detailed design
4. Based upon Ordnance Survey data, accuracy can not be guaranteed until checked with topographical survey

Project	HENTHORN ROAD, CLUTHEROE			Draw No	1222/20
	INDICATIVE WOONE LANE ONE-WAY SCHEME				
Client	GLADMAN DEVELOPMENTS			Date	DEC 2010
ashleyhelme associates 76 washway road, sale, manchester, m33 7re enquiries@ashleyhelme.co.uk t: 0161 875 4444 f: 0161 875 4445					
				Scale	1:500/A2

ANNEXURE 4

AHA Drawing number 1222/23 Rev B

BY THIS GENERAL POWER OF ATTORNEY

made on 18th day of January 2012

I JOHN SPEDDING of 202 Whalley Road, Clitheroe, Lancashire, BB7 1HT

APPOINT

My brother ROBIN SPEDDING of 63 Fairfield Drive, Clitheroe, Lancashire, BB7
2PS

to be my Attorney in accordance with section 10 of the Powers of Attorney Act 1971
generally in relation to all my affairs

SIGNED as a Deed by the said)

John Spedding in the)

presence of:-)

We, Steele & Son Solicitors of Castlegate Clitheroe
Lancashire BB7 1AZ hereby certify that this is a
true and exact copy of the original.

Dated

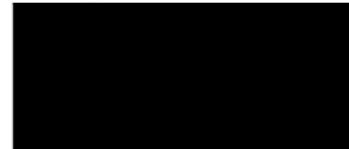
Signed

..... Solicitor

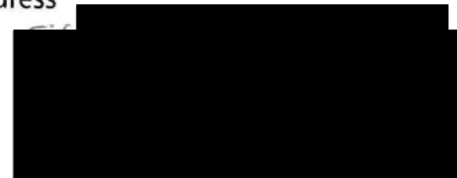
SIGNED as a deed by
ROBIN SPEDDING
as Attorney for
JOHN SPEDDING
under a power of attorney
dated 18 January 2012
In the presence of:



Witness name

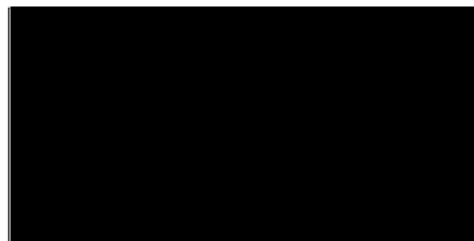


Witness Address

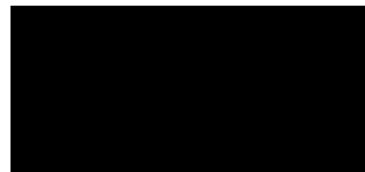


Occupation ADMINISTRATOR.

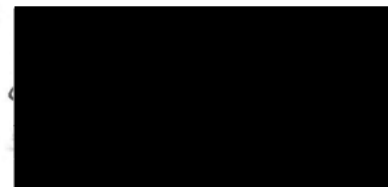
SIGNED as a deed by
ROBIN SPEDDING
as Attorney for
JANET ELIZABETH SPEDDING
under a power of attorney
dated 18 January 2012
In the presence of



Witness name



Witness Address



Occupation ADMINISTRATOR.

SIGNED as a deed by
ROBIN SPEDDING
In the presence of:

[Redacted]
[Redacted]
[Redacted]

Witness name

Witness Address

[Redacted]

Occupation ADMINISTRATOR.

SIGNED as a deed by
OLWYN MARY SPEDDING
In the presence of:

[Redacted]
[Redacted]
[Redacted]

Witness name

Witness Address

[Redacted]

Occupation ADMINISTRATOR.

EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED

Acting by:



Director



Director/Secretary