

THIS UNILATERAL PLANNING OBLIGATION is dated [4 November 2016] and is given by:
LODEMATIC LIMITED (Reg. No. 00716807) of Shorrock House, Faraday Court, Fulwood,
Preston PR2 9NB ("the Owner")

1. Background

- 1.1 The Owner is the registered proprietor under title numbers LAN149140 and LA691235 of the land at Primrose Works, Primrose Road, Clitheroe ("the Property")
- 1.2 Ribble Valley Borough Council ("the Council") is the local planning authority
- 1.3 Lancashire County Council ("the County Council") is the local education authority
- 1.4 The Owner will apply to the Council for planning permission to develop the Property for residential purposes
- 1.5 The Owner is willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation in order to facilitate the grant of planning permission by ensuring that the Council and the County Council can regulate the Development by securing the benefits contained in this undertaking

2. Definitions

In this Unilateral Planning Obligation unless the context otherwise requires:

Application

"Application" means the application for Planning Permission submitted to the Council for partial demolition of existing workshops, conversion of retained workshop to provide 14 residential apartments, erection of 4 residential apartments, erection of cycle/refuse store, laying out of parking and circulation areas and associated landscaping on the Property under reference 3/2016/0764

BCIS

"BCIS" means the BCIS All In Tender Price published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same), where;

$$A \times B/C = D$$

Where;

A = the contribution payable in accordance with this deed

B = the figure shown in the BCIS for the period immediately prior to the date of payment under this Agreement

C = the figure shown in the BCIS for the period last published before that date of this Agreement and

D = the recalculated sum under this Agreement

Development

"Development" means such development as may be authorised by the Planning Permission

Education Contributions

"Education Contributions" means the sum of £13,474.53 to a Primary School and £20,303.59 to a Secondary School both sums to be adjusted by BCIS from the date of this deed to the date of payment.

Implementation

"Implementation" means the carrying out of any of the material operations listed in Section 56 of the 1990 Act pursuant to the Planning Permission provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies

(including geological archaeological and ecological surveys and landscape assessments).
Site investigations preparatory works including ground modelling and contamination remediation works and “implement” and “implemented” shall be construed accordingly

Occupation

“Occupation” shall have the same meaning as defined in the Local Government Finance Act 1988 but for the avoidance of doubt shall not include occupation for the purposes of works carried out prior to or during construction fitting out commissioning advertising marketing security or management of land for parking

Off Site Recreation Contribution

“Off Site Recreation Contribution” means the sum of £3,888 to be paid to Clitheroe Green Gym

Plan

“Plan” means the Property location plan annexed hereto

Planning Permission

“Planning Permission” means the Planning Permission granted pursuant to the Application

Residential Unit

“Residential Unit” means any unit including house flat or maisonette to be constructed on the Property pursuant to the Planning Permission primarily for the purpose of residential occupation

3. Interpretation

3.1 The headings in this Unilateral Planning Obligation do not and will not by implication form any part of this Unilateral Planning Obligation and shall have no legal force whatsoever

3.2 Unless the context requires otherwise reference to this Unilateral Planning Obligation to a clause schedule or paragraph are references respectively to a clause schedule or paragraph of this Unilateral Planning Obligation

3.3 Where any party to this Unilateral Planning Obligation comprises two or more persons any obligation on the part of that party contained or implied in this Unilateral Planning Obligation shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons

3.4 A reference to any statute or statutory section shall be taken to include a reference to any statutory amendment modification or re-enactment of it for the time being in force

3.5 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

4. Enforceability

4.1 This Unilateral Planning Obligation is entered pursuant to Section 106 of the Town & Country Planning Act 1990 and will come into effect on the grant of the Planning Permission

4.2 The obligations of this Unilateral Planning Obligation shall take effect on the Implementation of the development pursuant to the Planning Permission

4.3 No persons shall be liable for a breach of covenant contained in this Unilateral Planning Obligation after he shall have parted with his interest in the Property or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest

4.4 This Unilateral Planning Obligation shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale but shall be binding on a purchaser from a mortgagee in possession

4.5 The provisions of this Unilateral Planning Obligation are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owner) pursuant to the Contract (Rights of Third Parties) Act 1999

5. Expiry Modification Variation or Amendments of Planning Permission

5.1 If the Planning Permission shall expire before Implementation of Development or shall at any time be revoked this Unilateral Planning Obligation shall forthwith determine and cease to have effect

5.2 Nothing in this Unilateral Planning Obligation shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Unilateral Planning Obligation and this Unilateral Planning Obligation shall not apply to development carried out under any planning permission other than the Planning Permission

6. Registration

This Unilateral Planning Obligation may be registered as a Local Land Charge by the Council

7. Service of Notices

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Unilateral Planning Obligation shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing

8. Reasonableness

Where any agreement certificate consent permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Unilateral Planning Obligation the same shall not be unreasonably withheld or delayed

9. Covenants

The Owner hereby covenants with the County Council to perform the obligations as specified in Schedule 1

10. Miscellaneous

10.1 Nothing in this Unilateral Planning Obligation shall affect bind or be enforceable against any individual person in respect of any completed Residential Unit and its curtilage acquired or leased by them for residential occupation on the Property

10.2 Nothing in this Unilateral Planning Obligation is intended to restrict the exercise by the Council of any of its powers

10.3 If any provision in this Unilateral Planning Obligation shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

10.4 This Unilateral Planning Obligation is a Deed and is enforceable by the Council and the County Council

10.5 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out or connected with this Unilateral Planning Obligation shall except as otherwise expressly provided be referred to the decision of an independent expert to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors as the case may be and the costs of the independent expert shall be paid as directed by the independent expert

IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

**EXECUTED AND DELIVERED AS A DEED
BY LODEMATIC LIMITED**
acting by two Directors or one Director and
The Company Secretary

Director *J.M. Thompson*

Director/Secretary *C.M. Thompson*

SCHEDULE 1

The Owner covenants with the County Council as follows:

1. Education Contribution

Prior to the Occupation of the 9th Residential Unit to pay to the County Council the Education Contributions on the following conditions:-

1.1 Use and return of contributions

1.1.1 The County Council shall not use the Education Contributions other than for the purpose of a contribution towards the costs of the provision of one additional primary school place within Clitheroe Edisford Primary School or successor school and one additional secondary school place within Ribblesdale High School or successor school. Whilst the County Council has confirmed its intention to deliver additional places at Clitheroe Edisford Primary School or successor school and Ribblesdale High School or successor school it should be noted that this would be subject to the following:-

- willingness of school governing body to expand
- suitability of site
- planning permission and compliance with Section 77 of the Schools Standards and Framework Act 1998 and Schedule 1 to the Academies Act 2010
- consultation with local schools and the community
- parental preference at the time that the places are required
- school standards at the time that the places are required
- availability of other funding streams

Should either or both the primary or secondary education contributions not be spent on the project named within this Agreement the County Council will return the entire sum to the

Owner. The County Council shall hold the Education Contributions in an interest bearing account pending use for the purpose set out in paragraph 1.1.1 above

1.1.2 If on the day 5 years after the day on which payment from the Owner under this deed was received a part of the sum paid or of the interest earned on it has not been used by the County Council in accordance with paragraph 1.1 of this Schedule the County Council shall return the unspent portion to the party who made such payment together with any interest earned on it

1.1.3 Upon request the County Council shall provide to the Owner reasonable evidence as to the expenditure of the sums paid by the Owner under this Agreement

2. Within two months of the occupation of the ninth dwelling of the Development to pay the Off-Site Recreation Contribution