

DATED

17th September

2025

OAKMERE HOMES (NORTHWEST) LIMITED

Planning Obligation by Unilateral Undertaking under
Section 106 of the Town and Country Planning Act 1990 (as amended)

RELATING TO LAND KNOWN AS
LAND AT ACCRINGTON ROAD, WHALLEY, CLITHEROE

WE CERTIFY THIS IS A TRUE COPY OF
THE ORIGINAL DOCUMENT

[REDACTED]
BANNISTER BATES PROPERTY LAWYERS
18-22 NORTHUMBERLAND STREET
MORECAMBE LANCASHIRE LA4 4AX

17th September 2025

This Deed is made on the 17th day of September 2025

By:

- (1) **OAKMERE HOMES (NORTHWEST) LIMITED** (Co reg no. 04819284) of Helm Bank, Natland, Kendal, Cumbria, LA9 7PS ("the **Developer**").

To:

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the **Council**"); and
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the **County Council**")

1. RECITALS

- (1) The Developer is the freehold owner of land on the south side of Accrington Road, Whalley, Clitheroe the title of which land is registered at HM Land Registry under title number LAN172616 which land is shown edged red on the Plan No.1 attached hereto ("the **Developer's Property**")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Developer's Property is situated and by whom the obligations contain in this Deed are enforceable
- (3) The County Council is the County Planning Authority and the education authority for the area in which the Property is situated by whom the obligations in Schedule 3 are enforceable

- (4) The Developer has agreed to enter into this Deed with the intention that subject to its terms the obligations contained herein may be enforced by the Council and the County Council against the Developer and its respective successors in title.
- (5) The Developer does not intend that this Deed and any and each of the obligations within it will take effect unless and until an Inspector or the Secretary of State determines that this Deed and each obligation meets the requirements of Regulations 122 and 123 of the CIL Regulations and without this Deed, the Planning Permission would not otherwise be granted.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

In this Deed unless the context otherwise requires:

Appeal

"Appeal" means the appeal to the Secretary of State for Housing Communities and Local Government against the refusal of the Council of the application for Planning Permission submitted to it reference number 3/2022/1158 for residential development including residential use and associated amenities on the Property.

Commencement of Development

"Commencement of Development" means the carrying out on the Developer's Property as part of the Development of a material operation (within the meaning ascribed in Section 56 of the Act) other than an operation in connection with:

- (a) site clearance;
- (b) demolition;
- (c) archaeological investigation;
- (d) advanced habitat creation;
- (e) investigation for the purposes of assessing contamination and minor or temporary general maintenance works or works of repair;

- (f) remedial action in respect of contamination;
- (g) diversion and provision of services and drainage;
- (h) the erection of means of enclosure for the purpose of site security and/or the display of advertisements;
- (i) tree works;
- (j) construction of temporary access.

Contractual Commitment

"Contractual Commitment" means a legally binding obligation under which the Council or County Council (as the case may be) is or will at some future date be obliged to expend money from a Commuted Sum.

Decision Letter

"Decision Letter" means the written decision of the Appeal Inspector in respect of the Appeal

Development

"Development" means such development as may be authorised by the Appeal

Dispose

"Dispose" means in relation to the transfer of an interest in property the transfer of a freehold interest or of a Leasehold interest of 99 years or more.

Dwelling

"Dwelling" means a dwelling (including a house, bungalow, flat or maisonette) which is to be constructed as part of the Development pursuant to the Planning Permission.

Index

"Index" means the All in Tender Price Index of Building Cost Information Service ("BCIS") as published by the Royal Institution of Chartered Surveyors ("RICS") or in the event that the RICS change the basis of compilation or cease to compile or publish the said index such other index as the parties hereto shall agree or in

default of agreement such index as shall be determined by an arbitrator appointed by the President of the RICS for the purposes of this Deed in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs.

Indexation

"Indexation" means the increase in any sum payable under this Deed by an amount equivalent to the increase in the Index from the date hereof until such date on which such sum is payable to be calculated in accordance with clause 6 of this Deed.

Mortgagee

"Mortgagee" means any mortgagee or charge of the Affordable Housing Provider or any administrator, fixed charge receiver (including an administrative receiver appointed pursuant to the Law of Property Act 1925) administrative receiver or any other person appointed under any security documentation to enable such mortgagee to realise its security or their successors in title or persons deriving title therefrom exercising a power of sale in respect of the Affordable Housing Units.

Nominated Officer

"Nominated Officer" means the Council's Housing Strategy Officer.

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.

Occupation and Occupied

"Occupation" and "Occupied" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in

construction, occupation for marketing or display or occupation in relation to security operations and “Occupy” shall be construed accordingly.

Off Site Leisure Contribution

“Off Site Leisure Contribution” means the sum of [REDACTED] payable for Off Site Leisure facilities in Whalley

Over 55 Accommodation

A unit of accommodation/dwelling shall only be occupied by

- (1) a person over the age of 55 years; or
- (2) the partner, spouse or family member (including a widow, widower, bereaved partner or family member)

The internal arrangements of the unit of accommodation/dwelling shall accord with the specifications and requirements of Category 2 – Accessible and Adaptable Dwellings as defined in optional requirement Part M4(2) of Approved Document M (Volume 1 2015) of The Building Regulations 2010 (or any subsequent revisions).

Plan 1

“Plan 1” means the Property location plan annexed hereto and marked Plan 1.

Plan 2

“Plan 2” means the plan showing the Over 55 Accommodation and the Public Car Park annexed hereto and marked Plan 2.

Planning Application

“Planning Application” means the application for full planning permission for the construction of 74 dwellings registered by the Council under application number 3/2022/1158.

Planning Permission

"Planning Permission" means the grant of planning permission for the Development subject to conditions by the Secretary of State for Communities and Local Government or an Inspector on his behalf ("the Appeal Inspector") pursuant to an appeal against the Council's refusal of the Planning Application and "the Planning Permission" shall include all approvals thereunder

Practical Completion

"Practical Completion" means the issue of a certificate of practical completion by the Developer's architect or in the event that the Development is constructed by a party other than the Developers the issue of a certificate of practical completion by that other party's architect and "Practically Completed" shall be construed accordingly.

Primary Education Contribution

"Primary Education Contribution" means the sum of [REDACTED] for the provision of six additional primary school places within the Development catchment area.

Property

"Property" means the Developer's Property.

Public Car Park

"Public Car Park" means the car park to be constructed by the Developer on the Development as shown edged green on Plan 2.

Travel Plan

"Travel Plan" means measures taken to encourage the achievement of a shift away from the use of private cars by occupiers of and visitors to the Development to sustainable transport modes.

Travel Plan Contribution

"Travel Plan Contribution" means the sum of [REDACTED] to be utilised by the County Council for the periodic monitoring of the Travel Plan.

2 Covenants

- 2.1 The Developer hereby covenants with the Council to perform the obligations as specified in Schedule 1 and Schedule 2
- 2.2 The Developer hereby covenants with the County Council to perform the obligations as specified in Schedule 3

3 Miscellaneous

- 3.1 No person or company shall be liable for any breach of a covenant restriction or obligation contained in this Deed after parting with all of its interest in the Property except in respect of any breach subsisting prior to parting with such interest
- 3.2 Nothing in this Deed shall affect, bind or be enforceable against any individual person in respect of any completed Dwelling and its curtilage acquired or leased by them for residential occupation on the Property.
- 3.3 Nothing in this Deed is intended to restrict the exercise by the Council or County Council of any of their powers, statutory rights, discretions and responsibilities
- 3.4 If any provision in this Deed 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
- 3.5 This Deed is a Deed and is enforceable by the Council and the County Council in relation to the obligations respectively entered into with each of them.

4 Conditionality

4.1 The obligations in the Schedules to this Deed are conditional upon:

4.1.1 the grant of the Planning Permission; and

4.1.2 Commencement of Development save where it is expressly provided either that compliance is required prior to Commencement of Development or that a provision comes into force prior to Commencement of Development; and

4.1.3 the Inspector in determining the Appeal expressly stating in the Decision Letter that the obligations set out in this Deed are material planning considerations and are compliant with the statutory tests set out in Regulation 122 and 123 of the CIL Regulations 2010 provided that where the Inspector determines that the obligations set out in this Deed are immaterial planning considerations or do not comply with the statutory tests in Regulation 122 or Regulation 123 then the obligations shall cease and the Developer shall be released from their obligation to comply with them; and

4.1.4 any limitations placed on the obligations as to the amount or otherwise specified by the Inspector in the Decision Letter.

5 Indexation

Any sum payable in accordance with Schedule 2 and Schedule 3 of this Deed shall be increased by an amount equivalent to the increase in the Index (unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

5.1 A is the sum payable under this Deed;

- 5.2 B is the original sum calculated as the sum payable;
- 5.3 C is the index for the month two (2) months before the date on which the sum is payable
- 5.4 D is the index for the month two (2) months before the date of this Deed
- 5.5 C/D is greater than one (1).

SCHEDULE 1
The Developer's Obligations

1. Notice of Commencement

To give written notice to the Council (via the Nominated Officer) and the County Council within 15 Working Days of the Commencement of Development confirming that the Development has begun.

2. Notice of Occupations

Within 15 Working Days of each date to give written notice to the Council (via the Nominated Officer) and the County Council of the date of each other Occupation that triggers a payment or other obligation or which is otherwise referred to under the terms of this Deed

SCHEDULE 2

The Developer's Covenants with the Council

The Developer covenants with the Council in the following terms:-

1. Over 55 Accommodation

1.1. The Over 55 Accommodation shall be:

49 of the Dwellings being units numbered Plots 10 to 58 inclusive on Plan 2; and

1.2. From the date of Practical Completion each Over 55 Accommodation shall be used only as Over 55 Accommodation and the transfer of each such Dwelling shall include a restrictive covenant to that effect to bind successors in title to such Dwelling.

2. Off Site Leisure Contribution

To pay to the Council the Off Site Leisure Contribution.

Not to Occupy or permit or allow Occupation of the 45th Dwelling until the Off Site Leisure Contribution has been paid to the Council.

3. Public Car Park

3.1 To construct the Public Car Park prior to the Practical Completion of the Development at the Developer's Cost. The Public Car Park shall be constructed in accordance with all current standards, regulations, code of conduct or any other requirements relevant to the design and construction of a public car park.

3.2 Upon request by the Council the Developer shall transfer the freehold of the Public Car Park to the Council (or such alternative body as the Council shall nominate) following its construction. For the avoidance of doubt, such transfer shall include the following:

3.2.1 include a requirement that the Public Car Park is transferred with vacant possession free from any financial encumbrances;

- 3.2.2 the Developer shall transfer with full title guarantee.
- 3.2.3 transfer the entire freehold interest in the Public Car Park to the Council, or the Council's nominee, free from any mortgage, charge, lien or other encumbrances of any nature.
- 3.2.4 grant the Council or the Council's nominee, such rights to use the services and service media constructed up to the boundary of the Public Car Park pending their adoption or being taken over by the relevant authority, utility company or service provider so as to be reasonably sufficient and readily available to serve the Public Car Park for its intended purpose.
- 3.2.5 such other terms as the Council or the Council's nominee shall reasonably require.

4. Management Company

To set up and obtain the Council's written approval to a management company which will manage and maintain the public open space landscaping biodiversity net gain habitat areas SuDs infrastructure and flood compensation storage area infrastructure of the Development prior to the occupation of any Dwellings.

SCHEDULE 3
The Developer's covenants to the County Council

The Developer hereby covenants with the County Council as follows:

1. Education Contribution

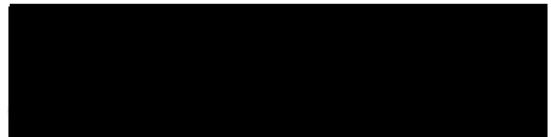
- 1.1 To pay to the County Council the Primary Education Contribution.
- 1.2 Not to occupy nor permit the occupation of the 67th Dwelling until the Primary Education Contribution has been paid to the County Council.

2. Travel Plan Contribution

- 2.1 To pay to the County Council the Travel Plan Contribution.
- 2.2 Not to occupy nor permit the occupation of the 63rd Dwelling until the Travel Plan Contribution has been paid to the County Council.

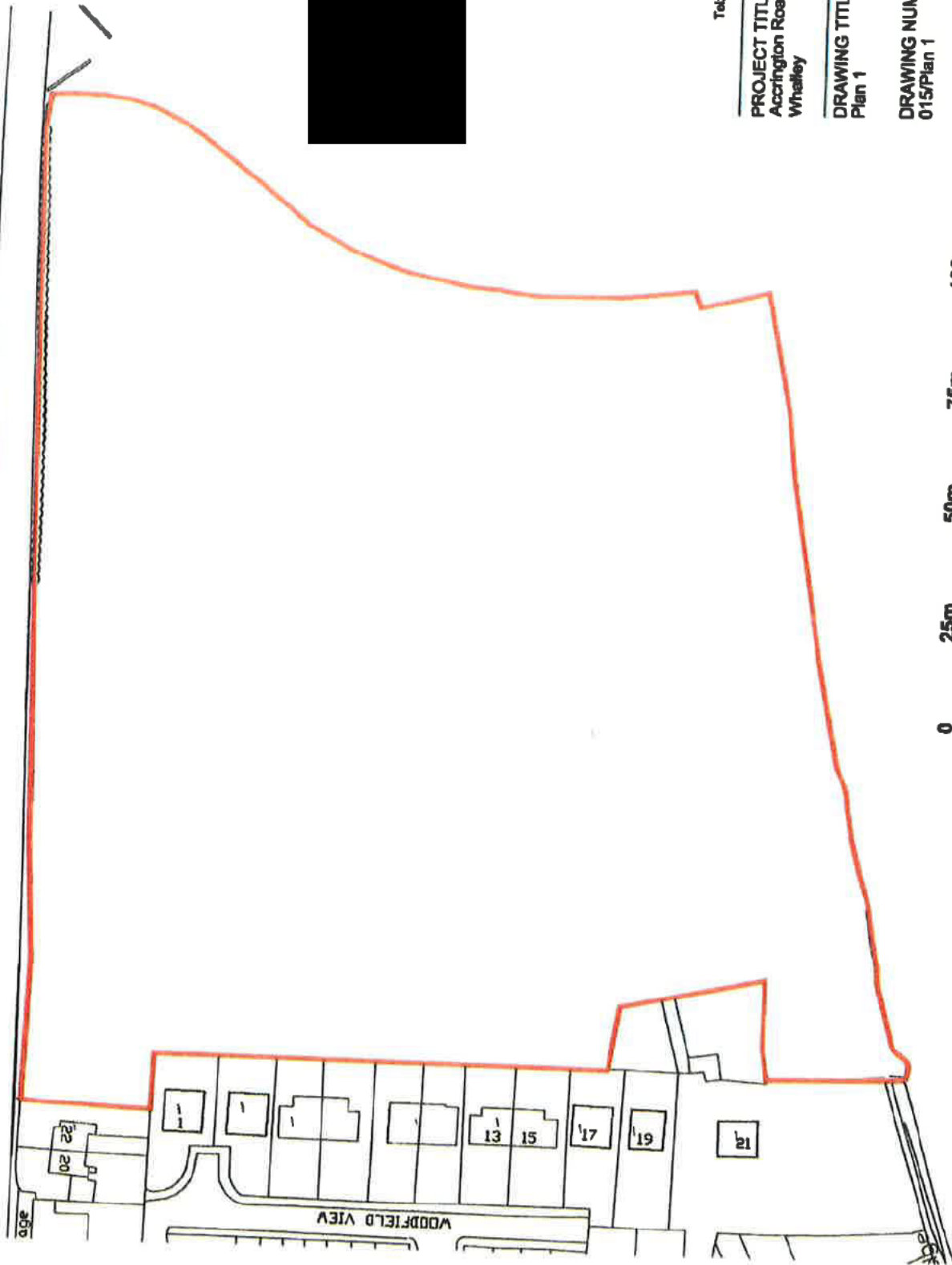
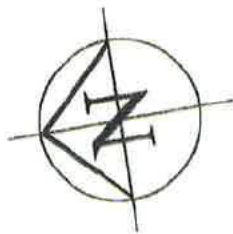
IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

EXECUTED as a Deed by
OAKMERE HOMES (NORTHWEST) LIMITED
acting by:



Director

Plan 1



Helm Bank, Nantland, Kendal
Cumbria LA9 7PS
Tel: 015390 60605 OakmereHomes.co.uk

PROJECT TITLE
Accrington Road
Whalley

DRAWING TITLE
Plan 1

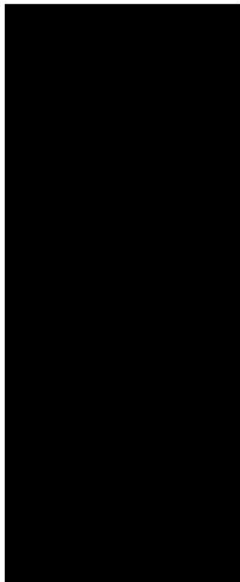
DRAWING NUMBER
015/Plan 1

DATE
03/09/25

REVISION

SCALE
1:1250 @A4

PLAN 2



Oakmere
CREATING QUALITY HOMES

Helm Bank, Nantand, Kendal
Cumbria LA9 7PS

Tel: 015395 60605 OakmereHomes.co.uk

PROJECT TITLE
Accrington Road
Whalley

DRAWING TITLE
Plan 2

DRAWING NUMBER
015/Plan 2

REVISION

DATE
03/09/25

SCALE
1:1250 @A4

