

DATED 26 May 2026

RIBBLE VALLEY BOROUGH COUNCIL (1)

and

VINCENT JOSEPH GATES as Executor of Christopher Stephen Gates (deceased) and Clifford Gates (deceased) & ROBERT CLIFFORD GATES as Executor of ~~Clifford~~ Gates (deceased) (2)

and

HALLAM LAND MANAGEMENT LIMITED (3)

Christopher
Stephen

Brian
Ratton
LLP

Section 106 of the Town and Country Planning Act 1990 (as amended)

AGREEMENT AND PLANNING OBLIGATION

Relating to Land at Longsight Road, Langho, Blackburn

Application Reference No. 3/2025/0196

WALKER MORRIS LLP

33 Wellington Street

LEEDS

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Ref: JIF/HAL00487.140

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THIS AGREEMENT is made the

26

day of

May

2026

BETWEEN:

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA ("Council") of the first part; and
- (2) **VINCENT JOSEPH GATES as Executor of Christopher Stephen Gates (deceased) and Clifford Gates (deceased) & ROBERT CLIFFORD GATES as Executor of Clifford Gates (deceased)** both c/o Harrison Drury, 2 Church Brow, Clitheroe, BB7 2AA ("Owner"); and
- (3) **HALLAM LAND MANAGEMENT LIMITED** (Company registration no. 02456711) whose registered office is at Isaacs Building, 4 Charles Street, Sheffield, United Kingdom, S1 2HS ("Promoter") of the fourth part;

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Bottom
LLP

together the "Parties" and reference to "Party" shall be construed accordingly.

BACKGROUND

- (A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the relevant Planning Obligations hereby created are enforceable.
- (B) The Owner is the registered freehold proprietor of the Site which is registered at HM Land Registry under Title Number LAN147514.
- (C) The Promoter has an interest in the Site by way of a conditional agreement dated 23 December 2013 and made between the Owner and the Promoter.
- (D) The Promoter has submitted the Application to the Council for planning permission for the Development.
- (E) The Council resolved on 27 June 2025 to refuse the Planning Permission for the Development and the Appeal has been lodged on behalf of the Promoter.
- (F) The Parties by entering into this Agreement do so to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

1. DEFINITIONS AND INTERPRETATION

1.1. In this **AGREEMENT** the following expressions shall have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990;
"Affordable Home Ownership Units"	means either Shared Ownership Units or Discount Sale Units
"Affordable Housing"	affordable housing as defined in Annex 2 of the National Planning Policy Framework (December 2024) (or as redefined by any amendment, replacement or re-enactment thereof).;
"Affordable Housing Units"	30% of the Dwellings shall be provided as Affordable Housing constructed in accordance with the Planning Permission and the provisions of this Agreement and provided as: (i) 50% Affordable Rent Units; and (ii) 50% Affordable Home Ownership Units and "Affordable Housing Unit" shall be construed accordingly;
"Affordable Rent Units"	means an Affordable Housing Unit available for rent where the lettings shall be made under a form of tenancy prescribed by Homes England and at a rent equal to or less than the maximum amount of local housing allowance payable for the Dwelling;
"Allocation Scheme"	the Council's policy for the allocation of Affordable Rent Units;
"Appeal"	means the appeal PINS Reference No. 6002485 lodged on behalf of the Promoter against the Council's refusal of the Application for the Development;

"Application"	means the application validated by the Council on 31 March 2025 under reference number 3/2025/0196 for outline planning application for up to 300 residential dwellings, associated access, rail station car park, green infrastructure and sustainable drainage systems (all matters reserved except for access);
"Biodiversity Gain Land Monitoring Contribution"	means the sum of £5,000 (FIVE THOUSAND POUNDS) Index Linked to be paid by the Owner to the Council to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the biodiversity net gain requirements of the Planning Permission
"BNG Monitoring Report"	means a report setting out how the monitoring requirements of the Habitat Management and Monitoring Plan have been implemented and complied with;
"Car Park"	means the car park to be constructed and maintained in accordance with the Car Park Scheme;
"Car Park Completion Notice"	a notice(s) to be served by the Owner on the Council confirming that the Car Park has been Substantially Completed;
"Car Park Final Certificate"	the written confirmation of the Council that the Car Park set out in the Car Park Completion Notice is in accordance with the approved Car Park Scheme;
"Car Park Scheme"	means the written scheme to be submitted to the Council in accordance with paragraph 6.1 of Schedule 1 setting out the proposals for the delivery and implementation of ongoing maintenance and management of the Car Park;
"Chargee"	any mortgagee, chargee or receiver of a Registered Provider in respect of the Affordable Housing Units;

“Commencement of Development”

means for the purposes of this Agreement only the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development or a phase (as the context requires) begins to be carried out pursuant to the Planning Permission other than operations consisting of site clearance, demolition work, archaeological investigations, site preparation including earthworks, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure and the temporary display of site notices or advertisements and “Commence Development” and “Commence the Development” shall be construed accordingly;

“Contributions”

means the NHS Lancashire and South Cumbria ICB Contribution, Open Space Contribution, and Biodiversity Gain Land Monitoring Contribution;

“Default Interest Rate”

means 1% (one percent) per annum above base rate from time to time of Barclays Bank;

“Development”

means the development of the Site in accordance with the Planning Permission;

"Discount Sale Unit"

any Affordable Housing Unit which is to be sold at no more than 70% (seventy per cent) of Market Value pursuant to paragraph 2.15 of Schedule 1 of this Agreement;

“Dwelling”

means a residential unit that may be built on the Site in accordance with the Planning Permission and reference to “Dwellings” shall be construed accordingly;

"Eligible Household"

a person or household in need of Affordable Housing because their needs are not met by the market as determined with regard to housing need, local incomes, local house prices and:

(a) in the case of Affordable Rent Units, identified in accordance with the provisions of the Allocation Scheme or other criteria reasonably adopted by the Council from time to time; and

(b) in the case of Shared Ownership Dwellings, a household with an income of £80,000.00 (eighty thousand pounds) or less and a first-time buyer, or someone who owns an existing home where they are unable to afford to buy a home suitable for meeting the housing needs on the open market;

(c) in the case of Discount Sale Units a household with an income of £80,000.00 (eighty thousand pounds) or less and a first-time buyer, or someone who owns an existing home where they are unable to afford to buy a home suitable for meeting the housing needs on the open market;

“Expert”

means an independent person of at least 10 (ten) years standing in the area of expertise relevant to the dispute to be agreed between the parties to this Agreement or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society of England and Wales;

"Habitat Management and Monitoring Plan"

means the document titled 'Habitat Management and Monitoring Plan' as required by condition 25 of the Planning Permission and approved by the Council.

"Homes England"

means the Homes and Communities Agency (trading as Homes England) or any body or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);

“Index”	means the BCIS Tender Price Index (being the Tender Price Index published by the Building Cost Information Service or any official publication substituted for it);
“Index Linked”	Means an adjustment to be made in accordance with the following formula: $A \times B/C = D$ Where: A = the contribution payable in accordance with this Agreement; B = the figure shown in the BCIS Indexation for the period immediately prior to the date of payment under this Agreement; C = the figure shown in the BCIS Indexation for the period last published before the date of this Agreement; and D = the recalculated sum under this Agreement;
“Inspector”	means an inspector appointed by the Secretary of State to determine the Appeal pursuant to Schedule 6 of the 1990 Act;
“Management Company”	means a company or partnership or other body constituted for the purpose of maintaining the Open Space for public access and/or recreation and/or other purposes and/or the Car Park;
"Market Dwellings"	the residential units to be constructed pursuant to the Planning Permission excluding the Affordable Housing Units;
"Market Value"	the estimated amount for which a Discount Sale Unit would sell on the open market for cash consideration on the date of valuation as agreed by the Council (or in the absence of agreement by an expert) assuming:

(a) it was not subject to the restrictions in this Agreement;

(b) a willing buyer and a willing seller in an arm's length transaction;

(c) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Discount Sale Unit and the state of the market) for the proper marketing of the Discount Sale Unit for the agreement of price and terms and for the completion of the same;

(d) that the state of the market level of values and other circumstances were on any other earlier assumed date of exchange of contracts the same as on the date of valuation;

(e) that no account is taken of any additional bid by a purchaser with a special interest; and

(f) that each party had acted knowledgeably prudently and without compulsion;

"NHS Lancashire and South Cumbria ICB" means the NHS Lancashire and South Cumbria Integrated Care Board of Level 3, Christ Church Precinct, County Hall, Fishergate Hill, Preston, PR1 8XB (or any successor body or bodies undertaking the existing functions of NHS Lancashire and South Cumbria ICB);

"NHS Lancashire and South Cumbria ICB Contribution" means the sum to be paid by the Owner to the Council (on trust and as agent for the NHS Lancashire and South Cumbria ICB) as set out in Schedule 1 towards the extension of the current Whalley Medical Centre, the need for which is to mitigate the effects of the Development and to be calculated as follows:

Contribution Amount = No. of Dwellings of each Unit Type x relevant Occupancy Ratio x £274.20

Where Unit Type means a 1 bed unit, 2 bed unit, 3 bed unit, 4 bed unit or 5+ bed unit as approved by the Reserved Matters Approval

Where the Occupancy Ratio is:

- 1 bed unit @ 1. persons
- 2 bed unit @ 2 persons
- 3 bed unit @ 2.8 persons
- 4 bed unit @ 3.5 persons

"Occupation" means occupation for the purposes permitted by the Planning Permission and a Reserved Matters Approval(s) but not including occupation by personnel engaged in the construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and reference to **"Occupy"** shall be construed accordingly;

"Open Space" the open space to be provided as part of the Development shown for indicative purposes only on Plan 2;

"Open Space Completion Notice" a notice(s) to be served by the Owner on the Council confirming that the Open Space has been Substantially Completed;

"Open Space Contribution" means a financial contribution to be paid in accordance with Schedule 1, such sum to be applied by the Council towards improvements to the facilities at Langho Football Club, and calculated as follows:

Contribution Amount = No. of Dwellings of each Unit Type x relevant Occupancy Ratio x £216.90

Where Unit Type means a 1 bed unit, 2 bed unit, 3 bed unit, 4 bed unit or 5+ bed unit as approved by the Reserved Matters Approval

Where the Occupancy Ratio is:

1 bed unit: 1.3 people

2 bed unit: 1.8 people

3 bed unit: 2.5 people

4 bed unit: 3.1 people

5 + bed unit: 3.5 people

"Open Space Final Certificate" the written confirmation of the Council that the Open Space set out in the Open Space Completion Notice is in accordance with the approved Open Space Management Scheme;

"Open Space Management Scheme" means a written scheme setting out the proposals for the provision of and implementation of ongoing maintenance and management of Open Space (which for the avoidance of doubt can be provided in phases) and such scheme shall include (save where such matters are dealt with adequately by a condition or conditions within the Planning Permission or reserved matters):

(a) the specification for the Open Space;

(b) the date or other means of determining the commencement of the laying out of the Open Space;

(c) the period required to complete the laying out of the Open Space;

(d) the projected schedule of maintenance outlining the details of the future maintenance of the Open Space after completion; and

(e) the identity of the Management Company (if applicable).

"Over 55 Accommodation" means a Dwelling that shall not be Occupied by a person under the age of 55 years (except that in circumstances of a

married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age) or by a person certified by the Council as requiring accommodation habitable without necessitating the need for access to upper floors;

"Over 55 Requirements" means a Dwelling comprising Over 55 Accommodation that shall include a principal bedroom and bathroom on the ground floor of the Dwelling and that meets the Standards AND FOR THE AVOIDANCE OF DOUBT the ground floor accommodation shall possess the ability to be habitable without necessitating the need for access to upper floor accommodation

"Plan 1" means Drawing No. 0100 dated 29.10.2024 appended hereto at Annex 1;

"Plan 2" means Drawing No. 0101 Rev G dated 24 April 2026 appended hereto at Annex 2;

"Planning Obligations" means the obligations, conditions and stipulations set out in Schedule 1;

"Planning Permission" means a planning permission which may be granted pursuant to the Application and the Appeal by an Inspector or the Secretary of State;

"Priority Order" the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 2.8 or 2.15 of Schedule 1:-

(a) people who have lived in the Borough of Ribble Valley for at least 5 of the last 10 years;

(b) people who currently live within the Borough of Ribble Valley and have done so for at least the past 12 months (proof of residence for the relevant period must be provided

in the form of the electoral roll or (if such persons are not on the electoral roll) utility and council tax bills);

(c) people who previously lived in the Borough of Ribble Valley for not less than 3 years but were forced to move away because of the lack of Affordable Housing;

(d) people who (currently work in the Borough of Ribble Valley and have done so for at least the past 12 months for more than 18 hours per week;

(e) people who currently have a close family member (mother, father, brother, sister, son, daughter) living in the Borough of Ribble Valley and who have done so for not less than 3 years; and

(f) people who are the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or are the resident dependent (such as a child) of such a person specified in (i) to (v) above;

"Protected Tenant"

any tenant who:

(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being enforced (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

(c) has acquired an Affordable Housing Unit from a Registered Provider through Social HomeBuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof;

(d) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the Tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

and any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs (a) to (d) above;

"Registered Provider"

a company or organisation whose aim or function includes the provision and management of Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) and which is a Non-Profit Registered Provider as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of that Act) and registered with Homes England;

"Reserved Matters Application"

means an application for discharge of reserved matters pursuant to the Planning Permission;

"Reserved Matters Approval(s)"

means any approval granted in respect of a Reserved Matters Application;

"Shared Ownership Lease"

a lease in the form of the Homes England model shared ownership lease as amended from time to time and on terms that permit part purchase of a minimum of 10% (ten per cent) of the equity in a Dwelling together with the rent payable for the open market rack rental value of the unpurchased percentage of the equity in the unit up to a value which does not exceed the rent set by Homes England from time to time (or such other rent or form of lease approved in writing by the Council in its absolute discretion) and

	permits staircasing up to 100% (one hundred per cent) ownership;
"Shared Ownership Units"	an Affordable Housing Unit made available and sold subject to a Shared Ownership Lease;
"Site"	means the land at Longsight Road, Langho, Blackburn shown edged red on Plan 1;
"Standards"	means designed to meet: (i) M4(2) Building Regulations Category 2: accessible and adaptable dwellings (or any comparable updated nationally set standards) or to any subsequent update to that standard; and (ii) the Nationally Described Space Standards as set out within the Technical Housing Standards (March 2015) or to any subsequent update to that standard
"Statutory Undertaker"	means any company corporation board or authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;
"Substantially Completed"	means the stage at which the main physical works authorised by the Planning Permission for a specific element of the Development have been carried out such that the specific element of the Development can be used for its intended purpose (notwithstanding that minor works remain outstanding);

"Transfer" means in relation to the transfer of an interest in property the transfer of a freehold interest and "Transferred" shall be construed accordingly;

"Working Day" means any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday and the term **"Working Days"** shall be construed accordingly.

1.2. Where the context so requires:

- 1.2.1. Reference in this Agreement to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed by or under any other enactment and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.
- 1.2.2. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.2.3. Any words denoting natural person shall include legal persons and vice versa.
- 1.2.4. References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Agreement.
- 1.2.5. The expression the "Owner" and the "Promoter" shall include their respective successors in title and assigns.
- 1.2.6. The expression "the Council" shall include any successor authority to their statutory functions under the 1990 Act.
- 1.2.7. Where a covenant, restriction or requirement is expressed to be given by more than one Party, or where a Party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.
- 1.2.8. Any covenant by the Owner and the Promoter not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

1.2.9. Clause headings shall not affect the construction of this Agreement.

1.2.10. Any phrase introduced by the terms 'including' 'include' 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUTORY BASIS

2.1. This Agreement is made pursuant to section 106 of the 1990 Act and binds the Site and as such is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Agreement.

2.2. This Agreement is enforceable by the Council as local planning authority for the purposes of the 1990 Act.

2.3. To the extent that the covenants, restrictions and requirements in this Agreement are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

3. CONDITION PRECEDENT

3.1. This Agreement is conditional upon and does not become effective until the following conditions are satisfied:

3.1.1. the Planning Permission has been granted; and

3.1.2. except where otherwise stated in this Agreement, the Commencement of Development.

3.2. In the event that the Inspector or Secretary of State grants the Planning Permission pursuant to the Appeal but expressly states in his/her decision letter that any Planning Obligation (or part thereof) contained in this Agreement:

3.2.1. Is not a material planning consideration; or

3.2.2. That no weight can be attached to the Planning Obligation in determining the Appeal; or

3.2.3. Otherwise fails to comply with Regulation 122 or 123 of the Community Infrastructure Regulations 2010 (as amended);

then such Planning Obligation (or part thereof) will be deemed to be null and void and severed from the remainder of this Agreement.

4. COVENANTS & DECLARATIONS

- 4.1. The Owner covenants with the Council to comply with the Planning Obligations.
- 4.2. The Council covenants with the Owner to comply with its obligations in Schedule 2 and where applicable in Schedule 1.
- 4.3. The Promoter consents to the Owner entering into this Agreement and acknowledges that the Site and its interest will be bound by the covenants, restrictions and obligations specified in this Agreement and acknowledges and agrees that it will be bound to fulfil the covenants, obligations, and restrictions specified in this Agreement in the event that it acquires a legal interest in the Site as successor in title to the Owner.

5. EXCLUSIONS & RELEASE

- 5.1. No Party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement:
 - 5.1.1. occurring prior to he or it acquiring an interest in the Site or the part in respect of which such breach occurs;
 - 5.1.2. occurring after he or it has parted with his or its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);
 - 5.1.3. if he she or it shall be an individual owner, individual occupier or individual lessee of individual Dwellings or if it shall be a mortgagee and/or chargee and/or their respective successors in title and/or receiver appointed by the mortgagee and/or chargee of a Dwelling SAVE THAT in relation to the appropriate provisions at Schedule 1, paragraph 2 this exclusion shall not apply to an individual owner, individual occupier or individual lessee of an individual Affordable Housing Unit; or
 - 5.1.4. if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking.

- 5.2. If the Planning Permission expires prior to the Commencement of Development or is revoked or otherwise withdrawn or modified without the consent of the Owner or their successors in title this Agreement shall cease to have effect from the date of the said expiration revocation withdrawal or modification (as the case may be) but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such date.
- 5.3. No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such charge, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Agreement as if it were a person deriving title from an original covenanting party.

6. REGISTRATION

- 6.1. This Agreement is a local land charge and shall be registered as such by the Council.
- 6.2. Following either:
- 6.2.1. the performance and satisfaction of all the Planning Obligations contained in this Agreement; or
- 6.2.2. the determination of this Agreement in accordance with Clause 5.2;

the Council shall upon the written request of the Owner as soon as reasonably practicable effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. NON-FETTER & WAIVER

- 7.1. Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.
- 7.2. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

- 7.3. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or specified in a section 73 application to which Clause 17 applies) granted before or after the date of this Agreement.

8. INDEXATION

- 8.1. All Contributions payable to the Council (as applicable) shall be Index Linked.
- 8.2. 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 or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

9. INTEREST

If any sum or amount has not been paid to the Council by the date it is due the Owner shall pay interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

10. VAT

All payments given in accordance with this Agreement shall be exclusive of any value added tax properly payable.

11. SEVERANCE

If any provision in this Agreement shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

12. CHANGE OF OWNERSHIP

The Owner agrees with the Council to give written notice to the Council within 20 (twenty) Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with

the area of the Site purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to a sale or disposal of an individual Dwelling or to the disposal of part of the Site to a Statutory Undertaker for the purposes of its undertaking.

13. NOTIFICATION

13.1. Any notice, request, demand or other written communication to be given or served under this Agreement must be in writing and must be:

13.1.1. delivered by hand; or

13.1.2. sent by pre-paid first class post or other next working day delivery service.

13.2. Any notice, request, demand or other written communication to be given or served under this Agreement must be sent to the relevant Party as follows:

13.2.1. to the Council at Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA;

13.2.2. to the Owner at the addresses given on page 3; and

13.2.3. to the Promoter at Isaacs Building, 4 Charles Street, Sheffield, United Kingdom, S1 2HS;

(or to such other address as the Party to whom the notices, requests, demands or other written communication is to be given or made shall from time to time notify in writing to the other Parties as its address for the purposes of this Clause 13.2).

13.3. Any notice, request, demand or other written communication given or served in accordance with Clause 13.1 or Clause 13.2 will be deemed to have been received:

13.3.1. if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

13.3.2. if sent by pre-paid first class post or other next working day delivery service, on the Working Day after posting.

13.4. A notice, request, demand or other written communication given under this Agreement shall not be validly given if sent by e-mail.

- 13.5. This Clause 13 does not apply to the service of any proceedings or other documents in any legal action.

14. THIRD PARTY RIGHTS

No person who is not a Party to this Agreement may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law including successors in title to the Site.

15. COSTS

- 15.1. The Council acknowledges that the Promoter has prior to the date hereof paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Agreement.

16. DISPUTE RESOLUTION

- 16.1. Any dispute other than a dispute in relation to the calculation of a contribution amount arising between the parties relating to any matter contained in this Agreement may be referred to the Expert by any Party.
- 16.2. The Expert will act as an expert and not as an arbitrator.
- 16.3. Each Party will bear its own costs and the Expert's costs will be paid as determined by him.
- 16.4. The Expert will be required to give notice to each of the Parties, inviting each of them to submit to him written representations and cross representations with such supporting evidence as they shall consider necessary and the Expert shall have regard thereto in making his decision.
- 16.5. The Expert's decision will be given in writing as expediently as possible with reasons and in the absence of manifest error or fraud will be final and binding on the Parties **PROVIDED ALWAYS THAT** nothing in this clause 16 shall be taken to fetter the Council's ability to take enforcement action in the Courts (or otherwise) for any breach of the obligations in this Agreement. For the avoidance of doubt, this clause 16 will not apply to any outstanding payments due under the terms of this Agreement.

17. FUTURE PERMISSIONS

- 17.1. This Agreement shall apply to any planning permission subsequently granted ("Subsequent Permission") under section 73 of the 1990 Act which varies or permits non-compliance with any of the conditions attached to the Planning Permission and this Agreement shall then be construed as including the development authorised by the Subsequent Permission in addition to the Development authorised by the Planning Permission PROVIDED ALWAYS THAT:
- 17.2. if any form of development authorised by the Subsequent Permission would by itself or in combination with any other planning permission result in the need for planning obligations additional to those set out in this Agreement then such additional planning obligations shall be secured either by way of a new deed pursuant to section 106 of the 1990 Act or by way of a deed of variation of this Agreement pursuant to Section 106A of the 1990 Act; OR
- 17.3. if the Council for whatever other reason considers it appropriate for a new deed pursuant to section 106 of the 1990 Act or by way of a deed of variation of this deed pursuant to Section 106A of the Act to be entered into THEN the Owner hereby agrees to entering into such new deed or deed of variation of this Agreement.
- 17.4. the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and
- 17.5. this Agreement shall be endorsed with the following words in respect of any future Section 73 application:
- 17.6. "The obligations in this Deed relate to and bind the Site in respect of which a new planning permission reference number () has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)".
- 17.7. In the event that the description of Development or a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the 1990 Act this Agreement shall continue in full force in respect of the Planning Permission with the relevant condition or conditions as so varied.

18. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

19. DELIVERY

Subject to clause 3 the provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

THE PARTIES HEREBY WITNESS that this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

SCHEDULE 1
(Owner's Planning Obligations)

The Owner hereby covenants with the Council as follows:

21. NOTIFICATION

- 21.1. To notify the Council in writing within 10 (ten) Working Days of Commencement of Development that Commencement has taken place.
- 21.2. To notify the Council in writing within 10 (ten) Working Days of Occupation of the first Dwelling that such Occupation has taken place.
- 21.3. To notify the Council in writing no less than 10 (ten) Working Days prior to the date on which any of the Contributions are due to be paid to the Council.

22. AFFORDABLE HOUSING

- 22.1. Subject to Paragraph 2.2 of this Schedule, 30% of the Dwellings to be provided within the Development shall be constructed, provided and Occupied as Affordable Housing Units as follows:
 - 22.1.1.1. 50% Affordable Rent Units; and
 - 22.1.1.2. 50% Shared Ownership Units or Discount Sale Units.
- 22.2. Not to Occupy the Development until the location of the Affordable Housing Units are agreed in writing with the Council. Thereafter the Affordable Housing Units shall be constructed in the locations so agreed.
- 22.3. Not to Occupy the Development until the proposed ground rents and service charges for the Affordable Housing Units have been agreed by the Council in writing (such agreement not to be unreasonably withheld or delayed) and to ensure that such charges remain affordable for the lifetime of the Development.

- 22.4. Not to Occupy or permit the Occupation of any Affordable Housing Unit until a cover note for the relevant Affordable Housing Unit has been issued by the new home warranty provider confirming that the new home warranty provider has inspected the relevant Affordable Housing Unit and that they are satisfied with the relevant Affordable Housing Unit.
- 22.5. Unless otherwise agreed in writing with the Council, not to Occupy or permit the Occupation of any of the Affordable Housing Units until the Owner has made bona fide offers on an arm's length basis to enter into a contract to sell the Affordable Housing Units to one or more Registered Provider(s) in accordance with the approved plans and the terms of this Agreement.
- 22.6. From the date the Affordable Housing Units within the Development are first offered to a Registered Provider pursuant to paragraph 2.5 the Owner shall use reasonable endeavours to complete a Transfer of the Affordable Housing Units to a Registered Provider in accordance with the terms of this Agreement prior to the Occupation of 90% of the Market Dwellings and the Owner shall not Occupy or permit the Occupation of more than 90% of the Market Dwellings until all of the Affordable Housing Units have been transferred to a Registered Provider **PROVIDED THAT** for the avoidance of doubt there shall be no obligation on the Owner to have commenced construction of the relevant Affordable Housing Units at the point when the said Affordable Housing Units are offered in accordance with paragraph 2.5.
- 22.7. To provide the Council or its agents with such information concerning negotiation between the Owner and a Registered Provider in respect of the Affordable Housing Units proposed to be transferred to a Registered Provider as the Council or its agents may reasonably request.
- 22.8. Each and every Affordable Housing Unit shall be used only as Affordable Housing and shall only be offered for Occupation to and Occupied by Eligible Households in accordance with the Priority Order (unless otherwise agreed in writing with the Council) save that this obligation shall not be binding upon:

22.8.1.1. any Chargee **PROVIDED THAT:**

22.8.1.1.1. such Chargee shall first give written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the relevant Affordable Housing Unit to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

22.8.1.1.2. if such disposal has not completed within the 3 (three) month period, the Chargee shall be entitled to dispose of the relevant Affordable Housing Unit free from the affordable housing provisions in this Agreement which provisions shall determine absolutely in respect of such Affordable Housing Unit **BUT FURTHER PROVIDED THAT** at all times the rights and obligations of the Chargee in this paragraph 2.8 shall not require the Chargee to act contrary to its duties under the charge or mortgage nor oblige the Chargee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage or charge plus costs;

22.8.1.2. any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

22.8.1.3. a disposal (and any subsequent Occupation) required by:

22.8.1.3.1. any statutory provisions now or hereafter in force; or

22.8.1.3.2. Homes England; or

22.8.1.3.3. a court order.

22.9. The Owner shall ensure that any Transfer of an Affordable Housing Unit to a Registered Provider shall contain the following provisions that shall be binding on the Registered Provider to whom the Affordable Housing Units are Transferred and all successors in title but subject to the provisions of paragraph 2.8 above:

22.9.1.1. A covenant that the Registered Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing;

22.9.1.2. A covenant that the Affordable Housing Unit shall only be offered for Occupation by Eligible Households in accordance with the Priority Order (unless otherwise agreed in writing with the Council);

22.9.1.3. A covenant that those Affordable Housing Units which are Affordable Rented Units shall be made available for letting at a rent level not exceeding the local housing allowance rent; and

22.9.1.4. A covenant that those Affordable Housing Units which are Shared Ownership Units shall not be Occupied other than under the terms of the Shared Ownership Lease.

22.10. In the event that:

22.10.1.1. the Registered Provider to whom an offer is made by the Owner in accordance with paragraph 2.5 declines to accept a Transfer of some or all of the Affordable Housing Units within the Development; or

22.10.1.2. no sale of some or all of the Affordable Housing Units within the Development has been effected within 6 months from either the Commencement of Development or the date the Affordable Housing Units were offered to the Registered Provider in accordance with paragraph 2.5 (whichever is the later)

then paragraph 2.11 below shall apply in respect of such Affordable Housing Units.

22.11. Where this paragraph 2.11 applies then:

22.11.1.1. the Owner may at any time serve notice upon the Council stating that this paragraph 2.11 applies and providing evidence as to why despite complying with paragraph 2.6 the Owner has been unable to Transfer the Affordable Housing Units to the Registered Provider, together with evidence from the Registered Provider that they are not willing to so purchase the Affordable Housing Units (if such evidence is available);

22.11.1.2. upon receipt of the Owner's written notice served pursuant to sub-paragraph 2.11(a) the Council shall consider the evidence (if any is available) and confirm in writing within 10 Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 2.6 the Owner has been unable to Transfer the Affordable Housing Units to the Registered Provider and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement.

22.12. In the event that the Council confirms in writing pursuant to sub-paragraph 2.11(b) that it disagrees that despite complying with paragraph 2.6 the Owner has been unable to Transfer the Affordable Housing Units to the Registered Provider then the Owner may:

22.12.1.1. make a further offer to Transfer the relevant Affordable Housing Units to the Registered Provider or another Registered Provider in accordance with paragraph 2.5 (in which case the Owner shall be entitled to invoke the procedure set out in this paragraph 2.12 in the event that some or all of the Affordable Housing Units have still not been Transferred to an Registered Provider at the end of a further period of 20 (twenty) Working Days beginning with the date of the making of such an offer); or

22.12.1.2. submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 2.11(a) to 2.11(b) shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or (c) refer any dispute or disagreement for independent determination in accordance with Clause 16 of this Agreement.

22.13. In the event that the Council confirms that despite complying with paragraph 2.6 of this Schedule the Owner has been unable to transfer the Affordable Housing Units to a Registered Provider(s) then the Owner shall be entitled to:

22.13.1. suggest a further alternative Registered Provider(s) and thereafter the procedure contained in paragraph 2.6 shall be repeated until a Registered Provider(s) agrees to accept the transfer of such Affordable Housing Units; or

22.13.2. dispose of such Affordable Housing Units as Discount Sale Units and those Dwellings shall be treated as Discount Sale Units for the purposes of this Deed such that Paragraphs 2.14 and 2.15 of this Schedule 1 shall apply to those Dwellings.

22.14. In the event of a disposal of any of the Affordable Housing Units as Discount Sale Units then the Owner shall ensure that any Transfer of an Affordable Housing Unit shall contain the following provisions that shall be binding on the person to whom the Discount Sale Unit is Transferred and all successors in title:

22.14.1.1. A covenant that the owner shall not use the Discount Sale Unit other than as their primary place of residence; and

22.14.1.2. A covenant that the Discount Sale Unit shall only be offered for Occupation by Eligible Households in accordance with the Priority Order (unless otherwise agreed in writing with the Council).

22.15. Each and every Discount Sale Unit shall be used only as a Discount Sale Unit and shall only be offered for Occupation to and Occupied by Eligible Households in accordance with the Priority Order (unless otherwise agreed in writing with the Council) save that this obligation shall not be binding upon:

22.15.1.1. any Chargee **PROVIDED THAT:**

22.15.1.1.1. such Chargee shall first give written notice to the Council of its intention to dispose of the relevant Discount Sale Unit and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the relevant Discount Sale Unit to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and;

22.15.1.1.2. if such disposal has not completed within the 3 (three) month period, the Chargee shall be entitled to dispose of the relevant Discount Sale Unit free from the provisions in this Agreement which provisions shall determine absolutely in respect of such Discount Sale Unit **BUT FURTHER PROVIDED THAT** at all times the rights and obligations of the Chargee in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage nor oblige the Chargee to dispose of a Discount Sale Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage or charge plus costs;

22.15.1.2. a disposal (and any subsequent Occupation) required by:

22.15.1.2.1. any statutory provisions now or hereafter in force; or

22.15.1.2.2. Homes England; or

22.15.1.2.3. a court order.

23. OVER 55 ACCOMMODATION

23.1. 15% of the Dwellings to be provided within the Development shall be constructed, provided and Occupied as Over 55 Accommodation in accordance with the Over 55 Requirements.

23.2. 50% of the Dwellings provided as Over 55 Accommodation shall be provided as Affordable Housing, and shall form part of the quantum of Affordable Housing prescribed by paragraph 2 of Schedule 1 of this Deed.

23.3. Any Dwelling provided as Over 55 Accommodation (unless otherwise agreed in writing by the Council):

23.3.1. Shall not be Occupied by a person under the age of 55 years (save that in circumstances of a married couple or civil partnership at least one person in the married couple of civil partnership is not less than 55 years of age); and

23.3.2. Shall only be transferred subject to a covenant that the Over 55 Accommodation shall not be Occupied by a person under the age of 55 years (save that in circumstances of a married couple or civil partnership at least one person in the married couple of civil partnership is not less than 55 years of age).

24. OPEN SPACE

24.1. Prior to the Occupation of the first Dwelling to be constructed on the Site pursuant to the Planning Permission, to submit the Open Space Management Scheme to the Council.

24.2. To lay out the Open Space in accordance with the Open Space Management Scheme.

24.3. To serve the Open Space Completion Notice upon the Council upon the Substantial Completion of each area of Open Space.

- 24.4. To carry out reasonable additional works to the Open Space as may be required by the Council.
- 24.5. Following the issue of the Open Space Final Certificate the Owner shall transfer the Open Space to a Management Company.
- 24.6. Upon the transfer to a Management Company to require the Management Company to covenant to reasonably and properly maintain the relevant Open Space in accordance with the terms of the Open Space Management Scheme.
- 24.7. In the event that the Management Company fails to comply with the objectives of the covenant referred to in paragraph 4.6 above the Council may serve notice on the Management Company detailing any works which it considers to be reasonably required in accordance with the Open Space Management Scheme and giving to the Management Company the required notice as will be set out in the relevant projected maintenance schedule in the Open Space Management Scheme which shall be at least 2 (two) weeks and if the Management Company fails to comply with such notice within 2 (two) weeks of receipt of it then the Council may access the Open Space with workmen, plant and machinery to carry out the works required to remedy the default and to recover its reasonable costs of carrying out such works from the Management Company.

25. NHS LANCASHIRE AND SOUTH CUMBRIA ICB CONTRIBUTION

- 25.1. Following receipt of a Reserved Matters Approval:
- 25.1.1. To pay to the Council 50% (fifty percent) of the NHS Lancashire and South Cumbria ICB Contribution relative to the number of Dwellings permitted to be constructed in accordance with the Reserved Matters Approval prior to Occupation of more than 25% (twenty five percent) of the Dwellings permitted to be constructed in accordance with that Reserved Matters Approval; and
- 25.1.2. not to Occupy more than 25 (twenty five percent) of the Dwellings permitted to be constructed in accordance with the Reserved Matters Approval until 50% (fifty percent) of the NHS Lancashire and South Cumbria ICB Contribution relative to the number of Dwellings permitted to be constructed in accordance with that Reserved Matters Approval has been paid to the Council pursuant to paragraph 5.1.1 of this Schedule.

25.1.3. To pay to the Council a further 25% (twenty five percent) of the NHS Lancashire and South Cumbria ICB Contribution relative to the number of Dwellings permitted to be constructed in accordance with the Reserved Matters Approval prior to Occupation of more than 50% (fifty percent) of the Dwellings permitted to be constructed in accordance with that Reserved Matters Approval; and

25.1.4. not to Occupy more than 50% (fifty percent) of the Dwellings permitted to be constructed in accordance with the Reserved Matters Approval until a further 25% (twenty five percent) of the NHS Lancashire and South Cumbria ICB Contribution relative to the number of Dwellings permitted to be constructed in accordance with that Reserved Matters Approval has been paid to the Council pursuant to paragraph 5.1.3 of this Schedule.

25.1.5. To pay to the Council the balance of 25% (twenty five percent) of the NHS Lancashire and South Cumbria ICB Contribution relative to the number of Dwellings permitted to be constructed in accordance with the Reserved Matters Approval prior to Occupation of more than 75% (seventy five percent) of the Dwellings permitted to be constructed in accordance with that Reserved Matters Approval; and

25.1.6. not to Occupy more than 75% (seventy five percent) of the Dwellings permitted to be constructed in accordance with the Reserved Matters Approval until the balance of 25% (twenty five percent) of the NHS Lancashire and South Cumbria ICB Contribution relative to the number of Dwellings permitted to be constructed in accordance with that Reserved Matters Approval has been paid to the Council pursuant to paragraph 5.1.5 of this Schedule.

26. CAR PARK

26.1. Prior to the Occupation of the first Dwelling to submit the Car Park Scheme to the Council.

26.2. To lay out the Car Park in accordance with the Car Park Scheme.

26.3. To use all reasonable endeavours to complete the Car Park and to ensure it is operational in accordance with the Car Park Scheme

26.4. To serve the Car Park Completion Notice upon the Council upon the Substantial Completion of the Car Park.

26.5. Following the Substantial Completion of the Car Park the Owner shall serve a notice in writing upon the Council inviting the Council to inspect the Car Park.

26.6. If:

26.6.1. Upon its inspection pursuant to paragraph 6.5 of this Schedule, the Car Park has been completed to the reasonable satisfaction of the Council then the Council shall issue the Car Park Final Certificate: or

26.6.2. Upon its inspection pursuant to paragraph 6.5 of this Schedule, the Car Park has not been completed to the reasonable satisfaction of the Council then the Owner shall, within a reasonable timeframe, carry out such remedial works as may be specified by the Council by written notice as may be reasonably required by the Council and shall thereafter invite further inspection by the Council in accordance with the procedures set out in in accordance with the procedures set out in paragraph 6.3 above, such procedure to be repeated as necessary until the Council issues the Car Park Final Certificate.

26.7. To manage and maintain the Car Park in accordance with the Car Park Scheme until such time as it is transferred to the Management Company.

26.8. Following the issue of the Car Park Final Certificate (not to be unreasonably withheld or delayed) the Owner shall transfer the Car Park to a Management Company.

26.9. Upon the transfer to a Management Company to require the Management Company to covenant to reasonably and properly maintain the Car Park in accordance with the terms of the Car Park Scheme.

27. OPEN SPACE CONTRIBUTION

27.1. Following receipt of a Reserved Matters Approval:

27.1.1. To pay to the Council 50% (fifty percent) of the Open Space Contribution prior to Occupation of more than 25% (twenty five percent) of the Dwellings permitted to be constructed in accordance with that Reserved Matters Approval; and

27.1.2. not to Occupy more than 25% (twenty five percent) of the Dwellings permitted to be constructed in accordance with the Reserved Matters Approval until 50% (fifty percent) of the Open Space Contribution has been paid to the Council pursuant to paragraph 7.1.1 of this Schedule.

27.1.3. To pay to the Council a further 25% (twenty five percent) of the Open Space Contribution prior to Occupation of more than 50% (fifty percent) of the Dwellings permitted to be constructed in accordance with that Reserved Matters Approval; and

27.1.4. not to Occupy more than 50% (fifty percent) of the Dwellings permitted to be constructed in accordance with the Reserved Matters Approval until a further 25% (twenty five percent) of the Open Space Contribution has been paid to the Council pursuant to paragraph 7.1.3 of this Schedule.

27.1.5. To pay to the Council the balance of 25% (twenty five percent) of the Open Space Contribution prior to Occupation of more than 75% (seventy five percent) of the Dwellings permitted to be constructed in accordance with that Reserved Matters Approval; and

27.1.6. not to Occupy more than 75% (seventy five percent) of the Dwellings permitted to be constructed in accordance with the Reserved Matters Approval until the balance of 25% (twenty five percent) of the Open Space Contribution has been paid to the Council pursuant to paragraph 7.1.5 of this Schedule.

28. BIODIVERSITY GAIN LAND

28.1. The Owner covenants with the Council

28.1.1. to pay the Biodiversity Gain Land Monitoring Contribution to the Council within 10 Working Days of the start of the maintenance period for any biodiversity land agreed pursuant to the Planning Permission;

28.1.2. to submit to the Council for approval a BNG Monitoring Report prior to the Occupation of the 20th Dwelling within the Development; and

28.1.3. to submit to the Council for approval a BNG Monitoring Report on the 3rd, 5th, 10th, 15th, 20th, 25th and 30th anniversaries of the date of the submission of the first BNG Monitoring Report pursuant to paragraph 8.1.2 of this Schedule.

29. MANAGEMENT COMPANY

29.1. The Owner hereby covenants with the Council as follows:-

29.1.1. To set up and register the Management Company as a private limited company incorporated and registered in England at Companies House; and

29.1.2. To ensure that the Management Company has at least two named persons as Directors and one Company Secretary that are eligible to be appointed and (if required) removed and replaced by the Members of the Management Company.

29.2. Upon reasonable written request from the Council the Owner shall provide the Council with the following information and documents relating to the Management Company for its approval (such approval not to be unreasonably withheld or delayed) prior to the Occupation of the Development (unless otherwise agreed in writing by the Owner and the Council):

29.2.1. a copy of the company Certificate of Incorporation and Articles of Association and Memorandum and which shows that the Management Company will be required to hold at least one (1) public meeting a year;

29.2.2. any other relevant documentation relating to the items of infrastructure which the Management Company will be responsible for the maintenance of

29.2.3. details of the names and addresses of all Directors and the Company Secretary

29.3. The Owner covenants not to Occupy the Development until it has set up and registered the Management Company for the purpose of maintaining the Car Park in accordance with the terms of the Car Park Scheme.

29.4. The Owner hereby covenants to (unless otherwise agreed in writing by the Owner and the Council):

29.4.1. to ensure that upon the transfer of any Dwellings that all freehold and registerable leasehold owners of the Dwellings are Members of the Management Company and eligible to vote at any Annual General and Special Company Meetings;

29.4.2. to ensure that the Affordable Housing Provider is a member of the Management Company.

SCHEDULE 2

(Council Covenants)

The Council hereby covenants with the Owner:

1 CONTRIBUTIONS

- 1.1 To place the Contributions in an interest bearing account or in separate accounts as the Council shall at its discretion decide.
- 1.2 Subject to paragraph 1.4 of this Schedule, not to apply the Contributions for any purpose other than for the purposes set out in this Agreement.
- 1.3 Subject to paragraph 1.4 of this Schedule, in the event that any of the Contributions or any part or parts thereof are not expended within 10 (ten) years of the date of payment of the final instalment of the relevant Contribution then the sum or sums not expended plus interest accrued will be repaid by the Council at the end of such period to the Owner or their nominee.
- 1.4 Not to pay any part of the NHS Lancashire and South Cumbria ICB Contribution to the NHS Lancashire and South Cumbria ICB until the NHS Lancashire and South Cumbria ICB has undertaken in writing to spend the monies only for the purposes specified in this Deed and not for any other purposes and that if some or all of the monies are not used or committed for the purposes specified in this Deed within 5 (five) years of receipt by the NHS Lancashire and South Cumbria ICB, to repay those unexpended or uncommitted monies to the Council along with any interest accrued thereon prior to the expiry of 30 (thirty) Working Days from the end of the 5 (five) year period referred to **PROVIDED THAT** if such undertaking has not been received within 6 (six) months of the date that the NHS Lancashire and South Cumbria ICB Contribution was received by the Council then the Council shall repay the NHS Lancashire and South Cumbria ICB Contribution (with any interest accrued) to the person or persons (or its or their nominee) who made the NHS Lancashire and South Cumbria ICB Contribution.
- 1.5 The Council shall repay the NHS Lancashire and South Cumbria ICB Contribution or any part of that sum (with any interest accrued) which is returned to the Council by the NHS Lancashire and South Cumbria ICB in accordance with paragraph 1.6 of this Schedule within 30 (thirty) Working Days of receipt of such monies from the NHS Lancashire and South Cumbria ICB.
- 1.6 Any contribution or part of a contribution which the Council has committed to expend prior to the date of receipt of such request shall be deemed to have been expended by the Council prior to that date.

- 1.7 The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the Council under this Agreement upon receiving a written request from the Owner such request not being made more than once in any quarter of the year.

30. PERFORMANCE

Upon the reasonable written request of the Owner after any of the Planning Obligations have been performed the Council will issue written confirmation thereof

31. APPROVALS & INSPECTIONS

Wherever this Agreement requires the approval, agreement, inspection, determination, or consent of the Council such approval, agreement, determination, or consent shall be provided in writing and will not be unreasonably withheld or delayed.

The **COMMON SEAL** of)
RIBBLE VALLEY BOROUGH COUNCIL)
was hereunto affixed in the presence of:-)



2277



EXECUTED as a **DEED** (but not delivered)

until the date hereof) by)

VINCENT JOSEPH GATES

(as executor for Christopher Stephen Gates,)

and Clifford Gates)

in the presence of)
Signature

Witness signature:

Witness name:

Witness address:

.....

.....

Witness Occupation:.....

EXECUTED as a **DEED** (but not delivered)

until the date hereof) by)

ROBERT CLIFFORD GATES

(as executor for Christopher Stephen Gates))

in the presence of:)

Signature

Witness signature:

Witness name:

Witness address:

.....

.....

Witness Occupation:.....

EXECUTED as a DEED by HALLAM LAND)

MANAGEMENT LIMITED)

acting by a Director, ,

in the presence of:) Director's Signature

.....

Director's Name (Print)

Witness signature:

Witness name:

Witness address:

.....

.....

Occupation:

Annex 1

Plan 1

Annex 2

Plan 2



- Key**
- Site Boundary (± 20m)
 - Indicative residential building
 - Indicative private amenity space
 - Proposed public open space
 - Proposed BNU and High Value Land for public access
 - Proposed allocation for public access
 - Proposed indicative play spaces
 - Existing vegetation
 - Proposed vegetation
 - Existing Public Right of Way
 - Existing pedestrian routes
 - Indicative informal pedestrian and cycle routes
 - Proposed vehicular access
 - Proposed pedestrian/cycle access
 - Indicative bus stop/parking area (subject to)
 - Indicative Private Drive
 - Subsided for possible future improvement to railway station

Land Use Summary

- Red Line Boundary Area ± 70ha
- NDA ± 70ha
- Public Open Space: 11.0/ha
- Station Car Park: 0.1ha
- Station Subsidised Land: 0.0/ha

Drawing Title

ILLUSTRATIVE MASTERPLAN
 Project
 LAND AT LONGSIGHT ROAD, LANGTHORPE

Date: 24/04/2020 Scale: 1:1000@A1 Drawn by: FF/SN Approved by: JB
 Project No: 334101012 Drawing No: 0101 Revision: G
 Client: HALLAM LAND



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