

15 September 2011

**Planning Obligation by Unilateral Undertaking
Pursuant to Section 106 of the Town and
Country Planning Act 1990**
relating to land at Landgate, Shawforth, Rossendale

Parties

Crook Hill Properties Limited (1)

Jeremy James Dearden (2)

To

Rossendale borough Council (3)

THIS UNILATERAL UNDERTAKING is made on the 15th day of September 2011

BY:

(1) **CROOK HILL PROPERTIES LIMITED** a Company incorporated in the British Virgin Islands under Company Number 669322 and whose registered office is situated at Akara Building, 24 De Castro Street, Wickhams Cayl, Road Town, Tortola, British Virgin Islands ("the Developer")

(2) **THE LANDOWNER** being Jeremy James Dearden of [REDACTED] c/o Andrew Crossley of G Crossley & Son of [REDACTED] ("the Landowner")

to

(3) **ROSSENDALE BOROUGH COUNCIL** of Lord Street, Rawtenstall, Rossendale BB4 7LZ ("the Council")

WHEREAS:

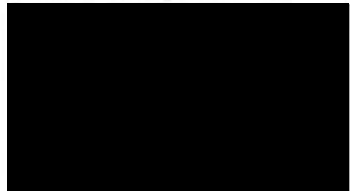
- (1) The Council is the Local Planning Authority for the purposes of the Act for the Land as indicated on Plan A;
- (2) The Landowner is the owner in fee simple of the Site registered as part of Title Numbers LAN92942, LAN76018;
- (3) The Developer has a legal interest in the Land by way of an option dated 13 May 2011 with the Landowner ("the Option");
- (4) An application for planning permission has been submitted to the Council and given the reference 2011/0030 by the Council. The application is for revised access arrangements to serve the approved 12 turbine Wind Farm at Shawforth, along Landgate through Middle Hill quarry and over Rough Hill.
- (5) The Developer and the Landowner have agreed to enter into this planning obligation by way of Unilateral Undertaking to the Council ("the Undertaking") to agree to pay a sum to the St John with St Michael Church of England Primary School ("the School") and to a body that represents the interests of the residents of Shawforth ("the Body") to help the two bodies own renewable energy projects, energy efficiency or other suitable projects.

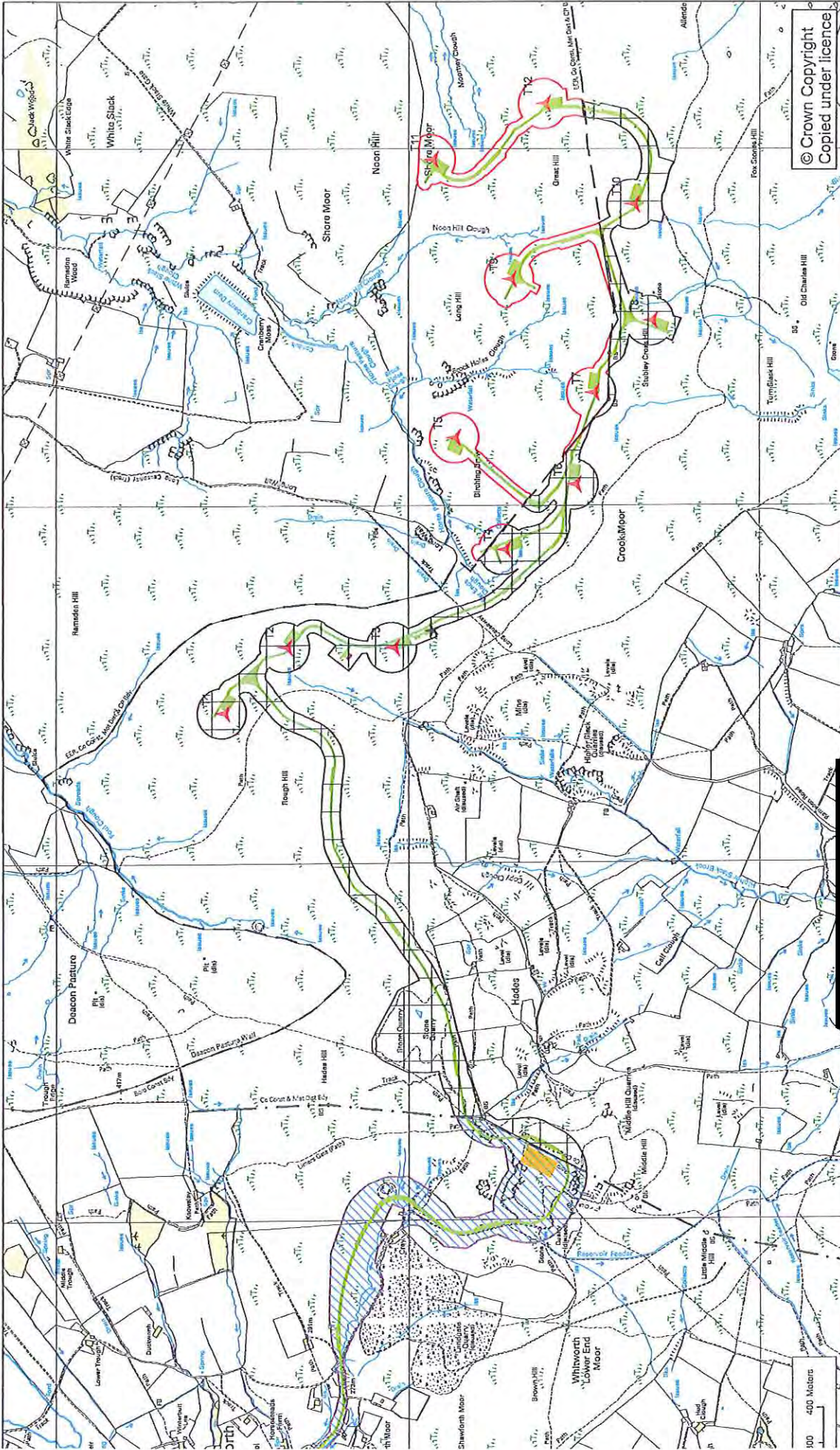
NOW THIS DEED WITNESSES as follows:


1 Interpretation

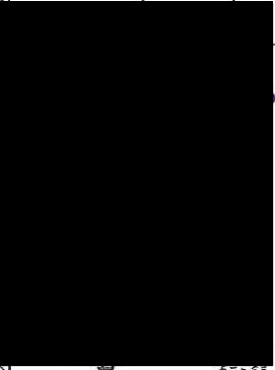
1.1 In this Undertaking unless the context otherwise requires the following expressions shall have the following meanings:-




- 1.1.1 The Act means the Town and Country Planning Act 1990 (as amended);
- 1.1.2 Commencement of Development means the carrying out of a material operation as defined in Section 56 of the Act other than operations consisting of site clearance, investigations for the purpose of archaeological assessment, investigations for the purpose of assessing the ground conditions and any other pre-construction survey work;
- 1.1.3 Plan A The plan attached to this Undertaking;
- 1.1.4 The Planning Application means the application for revised access arrangements to serve the approved 12 turbine Wind Farm at Shawforth, along Landgate through Middle Hill quarry and over Rough Hill. The application has been validated by the Council and given the







<p>Client: Coronation Power</p>	<p>Prepared by:</p>  <p>dulasReSolutions</p>
<p>Scale at A3: 1:11,000</p>	<p>Crook Hill 12 Wind Farm Infrastructure Refinement with Access Route via Hades Quarry</p>
<p>Date: 21 March 2011</p>	<p>Version 1</p>
<p>Plan A</p>	<p>Plan A</p>



- Local Planning Authority**
-  Calderdale
 -  Rochdale
 -  Rossendale

- Application Boundary**
-  Withworth Lane End Moor
 -  Passing Places and Hardstandings Compound

Every effort has been made to ensure the accuracy of the information provided on this plan. However, the client accepts responsibility for any errors or omissions and for the use of the information for any purpose other than that intended by the design team.

reference 2011/30.

1.1.5 The Planning Permission means the granting of planning permission for the Planning Application by the Council or the Secretary of State on appeal under the Act

1.1.6 The Land means the land hatched blue on Plan A;

1.2 Where the context so requires:

1.2.1 The singular includes the plural;

1.2.2 The masculine includes the feminine;

1.2.3 References to clauses plans and schedules are references to clauses and plans in and schedules to this Undertaking.

1.3 References to any parties shall include the successor person or body or the successors in title of that party.

2 Legal Effect

2.1 This Undertaking is a deed enforceable by the Council as local planning authority for the Land for the purposes of S106 of the Act and each and every obligation imposed by this Undertaking is a planning obligation for the purposes of Section 106 of the Act.

2.2 The obligation in this Undertaking is conditional on the granting of the Planning Permission by the Council only and shall not be enforceable if Planning Permission is granted on appeal by the Secretary of State

2.3 The Developer agrees to be bound by the obligation contained within this Undertaking.

2.4 The Landowner agrees, and agrees to bind its successors in title, to perform the obligation contained in this Undertaking.

2.5 No person or the Developer shall be liable for any breach of this Undertaking unless he or it holds an interest in the part of the Land in respect of which such breach occurs or held such an interest at the date of the breach.

2.6 Nothing in this Undertaking shall be construed as prohibiting or limiting the development of the whole or any part of the Land in accordance with any planning permission granted by the Council or the Secretary of State after the date of this Undertaking (save and except the Planning Permission).

2.7 In the absence of contrary provision any reference to a statute or statutory instrument includes any modification or re-enactment of it.

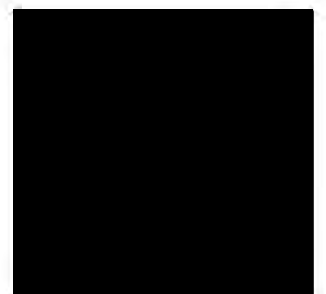
3 Obligation

3.1 That before the Commencement of Development the Developer will pay to the Council as the agent of the Body and the School £50,000 (Fifty Thousand pounds) to be split evenly between the Body and the School to use as the Body or the School sees fit but in particular to fund renewable energy or energy efficiency projects.

3.2 The Developer shall not commence the Development unless and until it has produced to the Landowner satisfactory evidence of receipt by the Council of the above payments.

4 Declarations

- 4.1 If any provision of this Undertaking 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 to be thereby affected or impaired.
- 4.2 The Developer requests that this Undertaking is registered as a local land charge by the Council following its completion and the grant of the Planning Permission and will use reasonable endeavours to ensure that the Council removes the registration as a local land charge within 28 days of receipt of the payment pursuant to clause 3.1
- 4.3 The Developer indemnifies the Landowner against all liabilities costs claims and demands arising as a result of the Landowner having entered into this Undertaking and its compliance with the obligations and covenants set out in clause 3 hereof.
- 4.4 This Undertaking is to be governed by and interpreted in accordance with the law of England and Wales.



IN WITNESS the parties have executed this Undertaking as a Deed on 15 September 2011

EXECUTED AS A DEED AND DELIVERED)

BY **Crook Hill Properties Limited**)

acting by its duly authorised

Director and Secretary-)

) [Redacted Signature] Director
) [Redacted Signature]
) [Redacted Signature] Director/Secretary-

EXECUTED as a DEED AND DELIVERED)

By **Jeremy James Dearden**)

in the presence of:)

Witness' signature.....)

Witness' name (capital letters).....)

Address.....)

.....)

.....)

Occupation.....)