

Dated 23<sup>rd</sup> January 2018

ROSSENDALE BOROUGH COUNCIL

And

LANCASHIRE COUNTY COUNCIL

And

KGG Associates Ltd



A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

relating to land at Former Albert Mill Site Sunnyside Mill & Sunnyside Works Market Street  
Whitworth

Rossendale Borough Council  
The Business Centre  
Futures Park  
Bacup  
OL13 0BB

THIS AGREEMENT is made the 23<sup>rd</sup> day of January 2018

BETWEEN

(1) ROSSENDALE BOROUGH COUNCIL of Futures Park, Bacup. OL13 0BB ("the Council")

(2) LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall, Fishergate, Preston, Lancashire. PR1 8XJ ("the County Council")

(3) KGG ASSOCIATES LIMITED ("the Owners") of The Grange, Yew Tree Farm, Clotton, Tarporley, Cheshire. CW6 0EH

### 1. Recitals

- 1.1 The Council and the County Council is the local planning authority for the purposes of the Act for the area within which the Site is located and is the authority by which the planning obligations herein contained are enforceable.
- 1.2 The Owner has applied to the Council pursuant to the Act for permission to develop the Site under the Application reference 2012/0588 and enter this Agreement with the intention that it is bound by the obligations contained herein.
- 1.3 The Owners are the freehold owner of the Site which is registered at the Land Registry under title number LA429597 and LA820100.
- 1.4 The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the Act and the Owners are the persons against whom such obligations are enforceable in respect of the Site.
- 1.5 The Owners have agreed to enter into this Agreement so as to create a planning obligation in favour of the Council and the County Council pursuant to Section 106 of the Act and to be bound and to observe and perform the covenants hereinafter contained.

### 2. Definitions and Interpretation

#### 2.1

"the Act"	means the Town & Country Planning Act 1990 (as amended) or any statute amending or modifying repealing or re-enacting the same for the time being in force.
"Affordable Housing"	as defined in NPPF this includes the Social Rented Units, Affordable Rented Units and Intermediate Units for Occupation by households whose needs are not met by the open market and who meet the Approved Person criteria as per the Eighth Schedule and the Ninth Schedule and includes a provision for Dwelling to remain at an affordable price for future eligible households or if these restrictions are lifted for subsidy to be recycled for alternative affordable housing provision as provided for in this Agreement.
"Affordable Housing Provider (AHP)"	means a registered provider, registered social landlord or a housing association or similar organisation registered in accordance with section 80 of the Housing and Regeneration Act 2008 or if such bodies cease to exist or

	are superseded the equivalent body whose main objectives included the provision of Affordable Housing and to whom the Affordable Housing Units may be transferred as approved by the Council in writing (such approval not to be unreasonably withheld or delayed.)
"Affordable Housing Units"	means twenty percent [20%] of the Dwellings to be erected on the Site in accordance with the Tenth Schedule pursuant to the Planning Permission or as may otherwise be agreed in writing with the Council and the term "Affordable Housing Unit" shall be construed accordingly.
"Affordable Rent"	means a rent which is charged by the Affordable Housing Provider which is subject to rent controls that require a rent of no more than 80 per cent of the local market rent.
"the Application"	means the application for outline planning permission numbered 2012/0588 dated 13 <sup>th</sup> December 2012 for the development of the Site for up to 49 Residential Unit
"Approved Person"	means a person who meets the criteria as appropriate set out in the Eighth Schedule and the Ninth Schedule (as appropriate)
"BCIS All-in Tender Price Index"	means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid;
"the Borough"	means the Borough of Rossendale
"Chargee"	means any mortgagee or charge of the Site (or part thereof) (including for the avoidance of doubt the mortgagee or charge of any purchasers of Shared Ownership Units) and/or of the Affordable Housing Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.
"Commence"	means the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Agreement and for no other purpose any Preparatory Operation) in accordance with the Planning Permission and the expressions "Commencement" shall have a corresponding meaning.
"Commencement Date"	means the date of the Commencement of the Development
"Development"	means the development proposed in the Application and described at the Second Schedule.
"the Disposal"	each and every means by which the right of occupation of an Affordable Housing Unit is given or transferred to another person body or company and shall include the subsequent disposals and "Dispose" shall be construed accordingly and for the sake of clarity the term "Disposal" and "Dispose" shall include the exercise of the right to Staircase under a shared ownership

	lease.
"Dwelling"	means a residential dwelling (including a house, apartment, bungalow or maisonette) to be constructed on the Site in accordance with the Planning Permission and "Dwellings" shall be construed accordingly and includes both Market Units and an Affordable Housing Units.
Education Indexation	<p>Indexation will be applied to Section 106 agreements using the formula below</p> $\text{Education Contribution} \times \text{BCIS All in Tender Price Index for the period immediately prior to the date of payment under the S106 agreement} \div \text{BCIS All in Tender Price Index for the period last published before the date of agreement}$
"Eligibility Criteria"	means the criteria set out in the Eighth Schedule and the Ninth (as appropriate)
"Equipped Play Space"	means the sum of £541.00 [five hundred and forty one pounds] per Dwelling to provide facilities at Healey Dell.
"Homes and Communities Agency"	means the Homes and Communities Agency or any body corporate charged under the Housing Act 1996 and the Housing and Regeneration Act 2008 with the functions of regulating provision of Affordable Housing or if such body ceases to exist or is superseded the equivalent or successor body.
"Housing Authority"	means Rossendale Borough Council
"Housing Need"	means living in unsuitable housing conditions and/or being unable to afford suitable housing at open market prices.
"Interest"	means interest at the rate of 3 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein.
"Interest Bearing Account"	means a separately identifiable account within the financial accounting system of the Council or the [County Council] (as appropriate) to which will be added interest equivalent to that which the Borough Council or the County Council obtains on its interest
"Intermediate Units"	means the Affordable Housing Units held as Shared Ownership Units as shall be otherwise approved by the Council pursuant to the Ninth Schedule which otherwise meet the criteria of this definition and the term "Intermediate Unit" shall be construed accordingly.

“Market Units”	means Dwellings (other than Affordable Housing Units) to be sold on the open market and the expression “Market Unit” shall be construed accordingly.
“Market Value Notice”	means the notice to the Council giving the Open Market Value of the proposed Affordable Units
“Net Sales Proceeds”	means the amount received by the Seller after all costs and expenses are deducted from the gross proceeds arising from the disposal of the relevant Affordable Housing Unit.
“Nomination Agreement”	means an agreement between the Council and an Affordable Housing Provider which allows the Council to nominate the prospective tenants and assignees for the Affordable/ Social Rented Units.
“NPPF”	means the National Planning Policy Framework issued by the Department for Communities and Local Government on 27 March 2012
“Occupation”	means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly.
“Open Market Value”	has the meaning ascribed to it in the Appraisal and Valuation Manual published by the Royal Institution of Chartered Surveyors.
“the Owners”	means KGG Associates Ltd
“Plan”	means the Plan annexed hereto in the First Schedule
“Planning Permission”	means the outline planning permission (as may be amended or varied from time to time) granted in accordance with the Application in the form of and subject to the conditions set out in the draft in the third Schedule or any reserved matters approval granted pursuant to any Qualifying Application.
“Playing Pitches Contribution”	means the sum of £566 [five hundred and sixty six pounds] per Dwelling towards the improvement of existing playing pitches at John Street.
“Preparatory Operation”	means a material operation as specified in Section 56(4) of the Act provided that the term “material operation” in Section 56(4) shall not for the purposes of this Agreement include operations in connection with site clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purpose of assessing contamination, removal of contamination, diversion and laying of Services, earthworks and the erection of means of enclosure for the purposes of site security and/or display of notices or advertisements, exploratory boreholes and any dug works, matters and operations to enable any of the foregoing to take place.
“Primary Cost Per Place”	means $£12,257 \times 0.97 \times (287/240) = £14,217.31$
“Primary Education	means the sum equating to the number of Primary Pupil Places Required x

"Contribution"	Primary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional primary school places at Our Lady and St Anselm's Roman Catholic Primary School or any subsequent name or designation by which it is known;																								
"Protected Tenant"	Any tenant who either: a) has exercised the right to acquire the dwelling of which he is a tenant pursuant to section 16 of the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or b) has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or c) is a tenant of an Intermediate Unit (or similar arrangement where a share is owned by the tenant and a share is owned by the Affordable Housing Provider in respect of a particular Intermediate Unit and (where appropriate) the tenant has subsequently purchased from the Affordable Housing Provider the remaining shares up to 100% of the Affordable Housing Unit.																								
"Pupil Places Required"	means the number of primary Pupils Expected to be Resident in the Development less any Spare Places expected to be available to cater for the Development;																								
"Pupils Expected to be Resident"	means the sum of the number of Dwellings less Elderly Person Units with a given number of bedrooms x corresponding Pupil Yield Figure for primary or secondary education (rounded to the nearest whole number);																								
"Pupil Yield Figure"	<table border="1" data-bbox="467 1218 1395 1480"> <thead> <tr> <th colspan="6">Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling</th> </tr> <tr> <th></th> <th>One</th> <th>two</th> <th>three</th> <th>Four</th> <th>five</th> </tr> </thead> <tbody> <tr> <td><i>Primary</i></td> <td>0.01</td> <td>0.07</td> <td>0.16</td> <td>0.38</td> <td>0.44</td> </tr> <tr> <td><i>Secondary</i></td> <td>0</td> <td>0.03</td> <td>0.09</td> <td>0.15</td> <td>0.23</td> </tr> </tbody> </table>	Total Number of Bedrooms in Dwelling – Pupil Yield per Dwelling							One	two	three	Four	five	<i>Primary</i>	0.01	0.07	0.16	0.38	0.44	<i>Secondary</i>	0	0.03	0.09	0.15	0.23
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"Qualifying Application"	means any application for reserved matters approval in relation to the Planning Permission and/or any subsequent applications for planning permission made under section 73 of the Act and/or in accordance with article 18 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 in respect of the Development																								
"Recycling"	means recycling by the Affordable Housing Provider by procuring of further Affordable Housing within the Borough of a type of a location and tenure to be agreed between the Housing Authority and the Affordable Housing Provider (both to act reasonably)																								
"Recycling Percentage"	means 100% of the Staircasing Net Sale Proceeds on any Staircasing of any of the Shared Ownership Units																								
"Registered Provider"	means any registered provider of social housing as defined under the Housing and Regeneration Act 2008 with the Regulator of Social Housing																								

	and has not been removed from the Register
“Reserved Matters Consent(s)”	means any reserved matters approval granted pursuant to the Planning Permission and in relation to any part of the Site which permits residential development and specifies the number of Dwellings and number of bedrooms permitted on that part of the Site;
“RPIX”	means the Retail Prices Index excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics each month.
“Secondary Cost Per Place”	means $\text{£}18,469 \times 0.97 \times (287/240) = \text{£}21,423.27$
“Secondary Education Contribution”	means the sum equating to the number of secondary Pupil Places Required x Secondary Cost Per Place to be paid to the County Council in accordance with the terms of this Deed for the provision of additional secondary school places at Whitworth Community High School or any subsequent name or designation by which it is known;
“Services”	means all the media and apparatus for the supply and removal of water, sewerage, gas and electricity.
“Shared Ownership Units”	means an Intermediate Unit where the lessee enters into a lease and purchases a percentage of the equity up to 100% of the equity (subject to the initial equity share of a shared ownership lease being restricted to between 25% and 75% equity share), the lessee pays a rent to the Affordable Housing Provider in respect of the remaining equity share in the property, the documentation for which will follow the Homes and Communities Agency model lease with the rent payable calculated at no more than 2.75% of the value of the unsold equity in the Dwelling. The lessee has the option to Staircase so as to increase their equity share in the Affordable Housing Unit up to 100% and acquire the freehold or long leasehold interest (as appropriate.)
“Site”	means the land against which this Agreement may be enforced shown for illustrative purposes only edged red on the Plan, as per Schedule 1 of this Agreement
“Social Rent”	means a rent which is charged by the Affordable Housing Provider based upon guideline target rents determined through the national rent regime based on the guidance and formulae set by the Homes and Communities Agency on social rents.
“Spare Places”	means the number of primary or secondary places expected to be available to meet the needs of the Development calculated in accordance with the principles set out in Eleventh Schedule hereto;
“Staircase”	means the acquisition of an additional share or shares of the equity of the Affordable Housing Unit by an owner occupier up to 100% after which the rent payable on the part retained by the Affordable Housing provider shall be reduced proportionately and the term “Staircasing” shall be construed accordingly.
“Staircasing Net	means the net consideration (if any) received by an Affordable Housing

"Sale Proceeds"	Provider on Staircasing based on the value at that time in respect of the shared ownership leases (if any) after the deduction of all reasonable costs and expenses of an Affordable Housing Provider on Staircasing including without limitation its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising. is an assured tenancy where the Affordable Housing Unit is occupied by the individual household as their only or principle home by way of a lease.
"Tenancy"	is an assured tenancy where the Affordable Housing Unit is occupied by the individual household as their only or principle home by way of a lease.
"Working Day"	means any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December - 1 January inclusive and excluding Saturdays, Sundays and bank holidays.



- 2.2 The expressions "the Council", "County Council" and "the Owners" shall where the context admits includes their successors in title and assigns (and in the case of the Council and the County Council the successor to its statutory functions) and those deriving title under each of them.
- 2.3 Words importing one gender shall be construed as including any gender.
- 2.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 2.5 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation. Reference made to any clause paragraph or schedule or recital context is a reference to a clause paragraph or schedule or recital in this Agreement.
- 2.6 In the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation permission direction or plan made or issued under the statute or deriving validity from it.

### **3. Legal Effect**

- 3.1 This Agreement is a planning obligation and is made pursuant to Section 106 of the Act and the obligations contained in this Agreement are planning obligations for the purposes of that section insofar as they fall within the terms of sub-section 106(1) and with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.
- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site which may be enforced by the Council and the County Council against the Owners.
- 3.3 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations and all other relevant provisions within the Regulations are satisfied.

### **4. Commencement**

- 4.1 This Agreement is conditional upon the grant of the Planning Permission and shall not take effect until the Commencement of Development authorised by the Planning Permission.
- 4.2 Save for the provisions of clause 7.8 and 7.10 (Land Charges registration) and 7.13 (third parties) and 9 (Legal Costs) 7.3 (Notices) 10 (Notices of Change in Ownership) and Paragraph 1 of the Fourth Schedule (notice of intended Commencement of Development) which shall come into effect immediately upon completion of this Agreement.

### **5. The Covenants of the Owners**

- 5.1 The Owners hereby covenant in respect of themselves and in respect of the Owners so as to bind their interest in the Site with the Council to perform the obligations on its part specified in the Fourth- Tenth Schedule (inclusive) and the County Council to perform the obligations on its part specified in the Eleventh Schedule.

## **6. The Covenants of the Council and the County Council**

6.1 The Council hereby covenants with the Owners to perform the obligations on its part specified in the Twelfth Schedule. And the County Council hereby covenants with the Owners to perform the obligations on its part specified in the Thirteenth Schedule

## **7. Agreements and Declarations**

It is hereby agreed and declared as follows:

- 7.1 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.2 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.
- 7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement and any such notice or other written communication to be given by the Council or the County Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council or the County Council by an officer or duly authorised signatory thereof.
- 7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably be delayed or withheld and if refused written reasons for the refusal shall be provided.
- 7.5 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Site or that part of the Site in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 7.6 This Agreement shall not be enforceable against:
- 7.6.1 owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title there from;
  - 7.6.2 any mortgagee or chargee of a Dwelling or any receiver appointed by such a mortgagee unless such shall go into possession of the Site or part thereof;
  - 7.6.3 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;
  - 7.6.4 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site.
- 7.7 PROVIDED ALWAYS THAT nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council or County Council of any of their statutory functions or discretions in relation to any part of the Site or otherwise.

7.8 If the Planning Permission shall expire before the Commencement Date or shall at any time be quashed, revoked, otherwise withdrawn or it is, without the consent of the Owner, modified by any statutory procedure the provisions of this Agreement shall forthwith determine and cease to have effect (insofar only as they have not already been complied with) and any Local Land Charge registered pursuant to clause 7.10 shall be cancelled as soon as reasonably practicable.

7.9 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) granted (whether or not on appeal) after the date of this Agreement.

7.10 This Agreement shall upon completion be registered by the Council as a Local Land Charge.

7.11 If any sum due under this Agreement shall remain unpaid after the same has become due (without prejudice to any other right of the parties to this Agreement) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt of the payment by the receiving party at the rate of 3% above the base lending rate of the Bank of England from time to time.

7.12 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.

7.13 This Agreement is binding on successors in titles and assigns.

7.14 No waiver (whether express or implied) by the Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.

7.15 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

7.16 Nothing in this Agreement shall be construed as granting planning permission or any other approval consent or permission required from the Council in exercise of any other statutory function.

## **8. Disputes**

8.1 Unless and to the extent not specified otherwise in this Agreement any dispute (save for any disputes as to matters of law) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within 10 Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the

meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

- 8.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.
- 8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.
- 8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.
- 8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.
- 8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.
- 8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.
- 8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.
- 8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.1 inclusive who shall determine which type of professional should be appointed in relation to such matter.

## 9. Legal Costs

- 9.1 The Owners agree to pay to the Council on the date hereof the sum of £1500 (one thousand five hundred pounds) as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Agreement.

## 10. 10. Notice of Change in Ownership

- 10.1 The Owners agree with the Council that until all obligations under this Agreement have been discharged to give the Council notice of any change in ownership of any of their legal interests in the Site and the creation of any new legal interests by them on the Site within 15 Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation by reference to a plan.

## THE FIRST SCHEDULE

### THE SITE

The registered freehold land at Former Albert Mill Site Sunnyside Mill & Sunnyside Works Market Street Whitworth part of the land registered at the Land Registry under Title Number LA429597 and LA820100 and for the purposes of identification only shown edged red on the attached Plan

**THE SECOND SCHEDULE  
DESCRIPTION OF THE DEVELOPMENT**

Outline Application for the demolition of existing buildings & erection of up to 49 Residential Units, with access off Albert Street (Amended to omit vehicular access from Massey Croft and provide 6 additional parking spaces to rear of 1 Albert St)

Application No: 2012/0588

**THE THIRD SCHEDULE  
DRAFT PLANNING PERMISSION**

# DRAFT

## Rossendale Borough Council

### APPLICATION FOR PLANNING PERMISSION

Town and Country Planning Act 1990

**Applicant Name:** Leonard Curtis Lpa Receivers Of De & DH Lever LLP  
**Notice Recipient:** Quantum GN Ltd

#### Part 1 – Particulars of Application:

Dated Received: **24th December 2012**  
**2012/0588**

Application Number:

Proposed Works: Outline Application for the demolition of existing buildings & erection of up to 49 Residential Units, with access off Albert Street (Amended to omit vehicular access from Massey Croft and provide 6 additional parking spaces to rear of 1Albert St)

Location: Former Albert Mill Site Sunnyside Mill & Sunnyside Works Market Street Whitworth OL12 8PJ

Following consideration of the application in respect of the proposal outlined above, it was resolved to **GRANT OUTLINE PLANNING PERMISSION** subject to the following conditions:

#### **CONDITIONS:**

1. An application for approval of the reserved matters (namely the appearance, layout, scale and landscaping of the site) must be made to the Council before the expiration of three years from the date of this permission and the development hereby permitted must be begun two years from the date of approval of the last of the reserved matters to be approved.

Reason: This condition is required to be imposed by the provisions of Section 92 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall be limited to no more than 49 dwellings and shall be carried out in accordance with the following plans and documents unless otherwise required by the conditions below:

Title	Drawing Reference	Received/ dated
Location Plan	S01 Rev A	Rec: 17th October 2017
Proposed Site Access Arrangements	CBO-0059-002 rev B	Dated: 12th September 2012

Reason: To define the permission and in the interests of the proper development of the site

3. Notwithstanding any information submitted with the application, no development shall take place until an investigation and risk assessment has been submitted to and approved in writing by the



# DRAFT

Local Planning Authority. The assessment shall investigate the nature and extent of any contamination on the site (whether or not it originates on the site). The assessment shall be undertaken by competent persons and a written report of the findings submitted to and approved in writing by the Local Planning Authority before any development takes place. The submitted report shall comprise:

- i) a Preliminary Risk Assessment report, including a conceptual model and a site walk over survey.
- ii) where potential risks are identified by the Preliminary Risk Assessment, a site investigation survey of the extent, scale and nature of contamination and;
- iii) an assessment of the potential risks to:
  - human health,
  - property (existing or proposed) including buildings, crops, livestock, pets, woodland, and service lines and pipes,
  - adjoining land,
  - groundwaters and surface waters,
  - ecological systems,
  - archaeological sites and ancient monuments;
- iv) where unacceptable risks are identified, an appraisal of remedial options and proposal of the preferred option(s) to form a remediation strategy for the site.

The development shall thereafter be carried out in full accordance with the duly approved remediation strategy.

Reason: To prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers

4. Pursuant to condition 3 and prior to first use or occupation a verification report, which validates that all remedial works undertaken on site were completed in accordance with those agreed with the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers

5. Should, during the course of the development, any contaminated material other than that referred to in the investigation and risk assessment report and identified for treatment in the remediation proposals be discovered, then the development should cease until such time as further remediation proposals have been submitted to and approved in writing by the Local Planning Authority.

Reason: To protect the environment and prevent harm to human health by ensuring that the land is remediated to an appropriate standard for the proposed end use.

6. The application for approval of reserved matters shall be accompanied by full details of existing and proposed ground levels and proposed building finished floor levels (all relative to ground levels adjoining the site), notwithstanding any such detail shown on previously submitted plan(s). No dwelling shall have a finished floor level set lower than 208.52m above Ordnance Datum (AOD). The development shall only be carried out in conformity with the approved details.

Reason: To protect the appearance of the locality, to reduce the risk of flooding and in the interests of the amenities of local residents.

7. Prior to first occupation of any dwelling hereby approved vehicular access from Albert Street shall be provided to the site in accordance with Drawing No CBO-0059-002 rev B.

Reason: To ensure adequate off street parking, in the interests of amenity and highway safety

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8. The reserved matters application for approval of landscaping shall be accompanied by a scheme for the provision and management of a buffer zone alongside the River Spodden. It shall include a detailed method statement for the removal or long-term management/eradication of Japanese knotweed. Thereafter the development shall be carried out in accordance with the approved scheme and the management plan adhered to.

Reason: To protect ecological, recreation and amenity interests by providing a buffer between the development and watercourses.

9. During the construction period, all trees to be retained shall be protected in accordance with British Standard BS 5837:2012 or any subsequent amendment to the British Standard

Reason: To safeguard the trees to be retained

10. No works shall take place until the applicant, or their agent or successors in title, have secured the implementation of a programme of building recording and analysis. This must be carried out by a professionally qualified archaeological/building recording consultant or organisation in accordance with a written scheme of investigation which shall first have been submitted to and agreed in writing by the Local Planning Authority (Rossendale Borough Council). Upon completion of the programme of building recording and analysis it shall be submitted to the Local Planning Authority.

Reason: To ensure and safeguard the recording and inspection of matters of archaeological/historic importance associated with the building

11. No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the local planning authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- i. the parking of vehicles of site operatives and visitors
- ii. hours of operation (including deliveries) during construction
- iii. loading and unloading of plant and materials
- iv. storage of plant and materials used in constructing the development
- v. the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
- vi. wheel washing facilities and/or road sweeping (as appropriate)
- vii. measures to control the emission of dust and dirt during construction
- viii. a scheme for recycling/disposing of waste resulting from demolition and construction works

Reason: In order to avoid the possibility of the public highway being affected by the deposit of mud/or loose materials which could create a potential hazard to road users, in order to protect the amenity of the occupiers of the adjacent properties, in order to protect the visual amenities of the locality and the interests of highway safety the above information is required prior to the commencement of each phase of the development.

12. Prior to the occupation of any of the dwellings hereby approved, details of the proposed arrangements for future management and maintenance of the proposed streets within the development shall be submitted to and approved by the Local Planning Authority. The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under section 38 of the Highways Act 1980 or a private management and Maintenance Company has been established.

Reason: To ensure that the estate streets serving the development are maintained to an acceptable standard in the interest of residential / highway safety.

13. Prior to the construction of any of the streets referred to in the previous condition full engineering, drainage, street lighting and constructional details of the streets shall be submitted to

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and approved in writing by the Local Planning Authority. The development shall, thereafter, be constructed in accordance with the approved details.

Reason: In the interest of highway safety; to ensure a satisfactory appearance to the highways infrastructure serving the approved development; and to safeguard the visual amenities of the locality and users of the highway.

14. No development shall commence until a scheme for the site access and off-site highway works has been submitted to and approved in writing by the Local Planning Authority. None of the dwellings shall be occupied until the works have been carried out in accordance with the approved details.

Reason: To ensure that the final details of the highway scheme/works are acceptable before work commences on site.

15. Either prior to the commencement of the development or as part of the first reserved matters application details of secure covered cycle storage areas for each of the dwellings hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The secure cycle storage shall be installed at each dwelling prior to the dwelling's occupation and retained thereafter.

Reason: To ensure that the development provides sustainable transport options.

16. As part of the first reserved matters application or prior to the commencement of any development the following details shall be submitted to, and approved in writing by the Local Planning Authority:

1. Surface water drainage scheme which as a minimum shall include:

- a) Information about the lifetime of the development design storm period and intensity (1 in 30 & 1 in 100 year + allowance for climate change - see EA advice Flood risk assessments: climate change allowances'), discharge rates and volumes (both pre and post development), temporary storage facilities, means of access for maintenance and easements where applicable, the methods employed to delay and control surface water discharged from the site, and the measures taken to prevent flooding and pollution of the receiving groundwater and/or surface waters, including watercourses, and details of floor levels in AOD;
- b) The drainage scheme should demonstrate that the surface water run-off must not exceed the existing greenfield rate. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.
- c) Any works required off-site to ensure adequate discharge of surface water without causing flooding or pollution (which should include refurbishment of existing culverts and headwalls or removal of unused culverts where relevant);
- d) Flood water exceedance routes, both on and off site;
- e) A timetable for implementation, including phasing where applicable;
- f) Site investigation and test results to confirm infiltrations rates;
- g) details of water quality controls, where applicable.

The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority.

Reason: To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site. To reduce the risk of flooding to the proposed development, elsewhere and to future users. To ensure that water quality is not detrimentally impacted by the development proposal.

17. No development hereby permitted shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with the submitted details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan.

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Reason: To ensure that the drainage for the proposed development can be adequately maintained. To ensure that there is no flood risk on- or off-the site resulting from the proposed development or resulting from inadequate the maintenance of the sustainable drainage system.

18. No development hereby permitted shall be occupied until details of an appropriate management and maintenance plan for the sustainable drainage system for the lifetime of the development have been submitted which, as a minimum, shall include:

- a) The arrangements for adoption by an appropriate public body or statutory undertaker, management and maintenance by a Residents' Management Company
- b) Arrangements concerning appropriate funding mechanisms for its on-going maintenance of all elements of the sustainable drainage system (including mechanical components) and will include elements such as:
  - i. on-going inspections relating to performance and asset condition assessments
  - ii. operation costs for regular maintenance, remedial works and irregular maintenance caused by less sustainable limited life assets or any other arrangements to secure the operation of the surface water drainage scheme throughout its lifetime;
- c) Means of access for maintenance and easements where applicable.

The plan shall be implemented in accordance with the approved details prior to first occupation of any of the approved dwellings, or completion of the development, whichever is the sooner. Thereafter the sustainable drainage system shall be managed and maintained in accordance with the approved details.

Reason: To ensure that appropriate and sufficient funding and maintenance mechanisms are put in place for the lifetime of the development. To reduce the flood risk to the development as a result of inadequate maintenance. To identify the responsible organisation/body/company/undertaker for the sustainable drainage system.

19. In connection with any garage, driveway, vehicle hard standing or car-port hereby approved for construction within the boundary of a dwelling, prior to the occupation of that dwelling, there shall be installed a facility to permit the recharge of an electrical battery-powered vehicle. Unless otherwise required by the location the installation(s) shall comply with IEE regulations, IEC 61851-1 Edition 2, and BSEN 62196-1. The facility shall be so retained thereafter. Reason: in the interests of promoting sustainable development and contributing to the improvement of air quality within the area.

Date:

Signed:

Development Control  
First Floor  
The Business Centre  
Futures Park  
Bacup  
OL13 0BB

Nicola Hopkins  
Planning Manager

**Please note that this notice does not relieve the applicant from the need to ensure compliance with the appropriate provisions of the Building Act 1984 and the Building Regulations 2000.**

**IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE**

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## IMPORTANT

### **Compliance with Planning Conditions**

The Council's Planning Enforcement Team is responsible for monitoring the implementation of planning permissions. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area;
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration.

**It is important that you read and understand the eight points below to avoid any potential breaches of planning control:**

- 1) Please take some time to read through the conditions attached to the planning permission and their particular requirements.
- 2) All planning conditions and timeframes for their submission/implementation must be complied with in full, unless a subsequent application or appeal is made to vary or remove those conditions and is subsequently approved.
- 3) Applications to vary conditions attached to a planning permission can take up to 8 weeks to determine (13 weeks if relating to a major planning application). Appeals normally take much longer.
- 4) Applications for approval of details reserved by planning condition (more commonly referred to as condition discharge applications) can take approximately 8 weeks to determine.
- 5) Applicants should ensure that they submit any applications or appeals in good time, well in advance of any anticipated or scheduled start date for commencement of the development.
- 6) If any amendments are sought to the permission, either prior to commencement of development or during the development, the developer should contact the Planning Department at their earliest opportunity to establish what form of application will be

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required. Work should not continue until any amendments are approved in writing by the Local Planning Authority.

- 7) Fees are normally payable for applications for approval of details reserved by planning condition (condition discharge applications). The relevant application forms, associated fees and details of how to apply can be found on the Planning Portal:  
[www.planningportal.gov.uk](http://www.planningportal.gov.uk)
  
- 8) Should you have any queries relating to any part of the Planning Process the Council's Duty Planning Officer is available Mondays, Wednesdays and Fridays between the hours of 0900-1200 and can be contacted during those times on 01706 217 777 (Option 4).

Nicola Hopkins  
Planning Manager

## THE FOURTH SCHEDULE

### Owners' Covenants

#### 1. The Owner covenant with the Council as follows:

The Owner shall give notice in writing to the Council of their intention to commence the Development fourteen (14) calendar days prior to Commencement of the Development.

#### 2. Payment of the contributions

The Owner will pay the Equipped Play Space Contribution and Playing Pitch Contribution to the Council as follows:

- 2.1 On commencement of the construction of the 10<sup>th</sup> Dwelling one third of the Equipped Play Space Contribution and one third of the Playing Pitch Contribution. The Owner shall not occupy or cause or permit to be occupied the 10<sup>th</sup> Dwelling constructed on the Site until such payment has been made.
- 2.2 On commencement of the construction of the 20<sup>th</sup> Dwelling one third of the Equipped Play Space Contribution and one third of the Playing Pitch Contribution. The Owner shall not occupy or cause or permit to be occupied the 20<sup>th</sup> Dwelling constructed on the Site until such payment has been made.
- 2.3 On commencement of the construction of the 30<sup>th</sup> Dwelling one third of the Equipped Play Space Contribution and one third of the Playing Pitch Contribution. The Owner shall not occupy or cause or permit to be occupied the 30<sup>th</sup> Dwelling constructed on the Site until such payment has been made.

The Contributions shall be subject to annual review from the date of this Agreement in accordance with the RPIX up to the date of payment after annual review.

## **THE FIFTH SCHEDULE AFFORDABLE HOUSING**

The Owner hereby covenants with the Council as follows:

### **Part 1**

1. To notify the Council in writing of the Commencement of the Development such notice to include details of which units within the Development are to be Affordable Housing Units and such notice shall be served on the Borough Council within fourteen (14) days.
2. Prior to Commencement of the Development the Owner shall submit to the Council for approval (not to be unreasonably withheld or delayed) a scheme for the provision of 20% Affordable Housing Units to be comprised of as follows:
  - 2.1 50% Affordable/ Social Rented Units in accordance with Part 2 of this Schedule including by reference to a plan or plans of their location, plot boundaries and layout; and
  - 2.2 50% Intermediate Units in accordance with Part 2 of this Schedule including by reference to a plan or plans of their location, plot boundaries and layout; and
3. Following approval of such scheme, the Owner shall lay out the Affordable Housing in full compliance with the approved scheme.
4. The Owner covenants with the Council not to Commence Development of any part of the Site unless a notice pursuant to paragraph 1 above has been served on the Council.

### **Part 2**

#### **A. Construction of the Affordable Housing Units**

1. To provide on the Site 20% of the Dwellings as, Affordable Housing Units (being a mixture of Affordable/ Social Rented Units and Intermediate Units) as more particularly set out as agreed below with the Borough Council.
2. Prior to the Construction of the Affordable Housing Units, the Owner agrees to provide and agree in writing with the Council a programme and timetable for the provision of Affordable Housing Units (such agreement not to be unreasonably withheld or delayed by the Council.)
3. The Affordable Housing Units shall be used solely for the purpose of providing Affordable Housing Units to be occupied as the sole residence of households in need of Affordable Housing within the Borough.
4. The Owner shall serve notice on the Council within fifteen [15] working days after the completion of the Affordable Housing Units.
5. The Owner shall not occupy or allow more than 50% of the Dwellings to be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission (and for the avoidance of doubt construction of the Affordable Housing Units shall not be achieved unless all the services are connected and operating insofar as they relate to the Affordable Housing Units and the Affordable Housing Units are accessible by both vehicles and pedestrians) and until they have either:
  - 5.1 been transferred pursuant to paragraph 1 of Part 2B for Occupation by a person or persons who meet the Eligibility Criteria in accordance with Part 2B below; or
  - 5.2 been released from the Affordable Housing Provisions of this Agreement pursuant to paragraphs 8 or 9 of Part 2B; or
  - 5.3 an alternative scheme for providing Affordable Housing for Occupation by persons in Housing Need has been agreed pursuant to paragraph 8 of Part 2B.



## **B Transfer of the Affordable Housing Units**

1. The Owner shall use reasonable endeavours to enter into a contract to dispose of a freehold or long leasehold interest in all the Affordable Housing Units to one Affordable Housing Provider unless otherwise agreed in writing with the Council. For the avoidance of doubt, such interest shall comprise the freehold interest by transfer or a term of years certain for at least 99 years by a long lease.
2. The Owner shall not Commence Development until the Owner shall have provided to the Council for approval (such approval not to be unreasonably withheld or delayed) a timetable and programme for the provision of the Affordable Housing Units and the proposed location, house types and Market Value Notice.
3. The Council will advise within 28 days of receipt of the valuations whether it approves the valuations, such approval not to be reasonably withheld or delayed, failing which the valuations provided in accordance with this paragraph shall be deemed to be approved by the Council.
4. The Owner shall serve notice on the Council within 14 working days after the completion of the construction of the Affordable Housing Units.
5. The agreement to dispose of any of the Affordable Housing Units to the Affordable Housing Provider must impose (inter alia) the following or equivalent terms:
  - 5.1 a covenant by the Affordable Housing Provider not to use the relevant Affordable Housing other than for residential purposes for those in Housing Need; and
  - 5.2 that the transfer for a long lease as appropriate of the relevant Affordable Housing Units to the Affordable Housing Provider be free from any ground rent (other than a peppercorn) or encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Owner to develop the Site in accordance with the Planning Permission and shall grant to the relevant Affordable Housing Provider such rights and covenants as are necessary to enable it to compete (and provide) the Affordable Housing Units; and
  - 5.3 the Owner shall not require the relevant Affordable Housing Provider to meet any of the Owner's legal or other conveyancing costs.
6. The Owner shall provide confirmation to the Council that an agreement of the transfer of the Affordable Housing Units to an Affordable Housing Provider has been entered into within ten [10] Working Days of it being entered into.
7. The Owner shall use reasonable endeavours to agree with the Council the identity of the Affordable Housing Provider to which the Affordable Housing Units are to be transferred (and the Council) shall respond to any request for such agreement within twenty one [21] Working Days.
8. In the event the Owner has neither:
  - 8.1 not been able to identify an Affordable Housing Provider which is acceptable to the Council in accordance with this Schedule and which is ready willing and able to exchange unconditional contracts on commercially acceptable terms to the Owner for the purchase of all of the Affordable Housing Units; or
  - 8.2 has identified an acceptable Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of the all of the Affordable Housing

Units but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider) in either case within six (6) months of the date of this Agreement then the provisions of the following paragraph shall apply.

9. Where the preceding paragraph applies, the Owner may at any time following the 6-month period referred to notify the Council that they have not exchanged contracts with an Affordable Housing Provider for the disposal of all of the Affordable Housing Units and the Council shall then use reasonable endeavours to identify a suitable Affordable Housing Provider which is ready able and willing to exchange contracts for the purchase of all of the Affordable Housing Units (or such as remain unsold) and the provisions of the following paragraph shall apply.
10. In the event that either:
  - 10.1 the Council have not been able to identify an Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner; or
  - 10.2 the Council has identified an Affordable Housing Provider which is ready and willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Owner but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider) in either case within one (1) month of the date upon which the Owner will notify the Council under paragraph [9] then the provisions of the following paragraph shall apply.
11. Subject to the Owner providing written evidence to the Council of Affordable Housing Provider engagement and reasons why the transfer to the Affordable Housing Provider have not moved forward, then the Council and the [Owner] (both acting reasonably) shall seek to agree an appropriate alternative scheme for providing Affordable Housing for Occupation by persons in Housing Need or as appropriate payment of a commuted sum for the provision of alternative Affordable Housing within the administrative area of the Council.
12. Where the Owner and the Council are not able to reach agreement in accordance with paragraph 8 above within one month of the [Owner] submitting such evidence, the Owner shall be entitled to dispose of the Affordable Housing Unit as an Market Unit, free from the restrictions within this Agreement, with payment of 25% of the Net Sales Proceeds payable to the Council as a commuted sum within 5 Working Days of legal completion, for the provision of alternative Affordable Housing within the administrative area of the Council
13. From the date of transfer of the Affordable Housing Units by the Owner to an Affordable Housing Provider the provisions of the Fifth Schedules, the Sixth Schedule and 5, 6 and the Seventh Schedule 7 shall apply thereto and shall bind the Affordable Housing Units only.
14. The Affordable Housing Units shall be subject to the following:
  - 14.1 In respect of the Social Rented Units:
    - 14.1.1 that the Social Rented Units be available for Social/ Affordable Rent from an Affordable Housing Provider; and

14.1.2 that when the Social Rented Units are ready for Occupation or the date of their disposal to an Affordable Housing Provider (whichever is the later) they will be let to persons in Housing Need who meet the Eligibility Criteria; and

14.1.3 The Owner agrees with the Council upon disposal of any Social Rented Units to the Affordable Housing Provider to use reasonable endeavours to procure the execution by the Affordable Housing Provider and delivery to the Council of a Nomination Agreement substantially in the terms set out in Seventh Schedule 7 to this Agreement in respect of the Social Rented Units.

14.1.4 There will be no changes to the Nomination Agreement without written authorisation from the Council. In the event that the Affordable Housing Provider reasonably requires variations to be made to the Nomination Agreement the Council will not unreasonably withhold or delay its decision regarding consent and/or approval of such variations.

14.2 In respect of the Intermediate Units provided as Shared Ownership Units

14.2.1 that the Shared Ownership Units be available from an Affordable Housing Provider; and that the Shared Ownership Units are sold on long leasehold interest whereby the lessee initially purchases a percentage of the equity share and pays to the Affordable Housing Provider a rent in respect of the remaining equity, also having the option to buy further equity shares in the property up to a 100% of the equity; and

14.2.2 that the Shared Ownership Units are sold by the Affordable Housing Provider to eligible persons who meet the criteria in the Ninth Schedule 9;

14.2.3 that the Shared Ownership Units shall remain as Affordable Housing in perpetuity (save after final Staircasing of the occupier's interest in a shared ownership lease to 100% of the relevant Shared Ownership Unit and also save when released from the Affordable Housing provisions of this Agreement by virtue of paragraphs 11 or 12 of Part 2B of this Schedule by controlling their future use and occupation so as to required that they are managed by an Affordable Housing Provider in accordance with its objectives and/or Articles of Association.

14.2.4 In the event the Chargee of any Shared Ownership Units (or any receiver appointed thereby) intends to exercise any power of sale or leasing of any of the whole or any part of the Shared Ownership Units they shall first comply with the obligations upon Chargees contained in the Fifth Schedule 5 of this Deed.

14.3 Upon Disposal of the Shared Ownership Units to an Affordable Housing Provider the Affordable Housing Provider shall at all times thereafter:-

14.3.1 manage the Shared Ownership Units in accordance with the Affordable Housing Provider's usual and normal shared ownership terms and conditions of the type and style recommended by the Homes and Communities Agency in such form of standard shared ownership long lease as shall be appropriate for the Shared Ownership Units;

14.3.2 require (insofar as it is legally possible to do so) each Approved Person who acquires a Shared Ownership Unit to enter into an obligation in the document affecting the relevant disposal to occupy it as that person's sole or main residence; and

14.3.3 On Disposal of a relevant Shared Ownership Unit the Affordable Housing Provider shall allow tenants to increase their equity stake to 100% after 12 months of the grant of a shared ownership lease.

14.3.4 The Affordable Housing Provider shall only make an initial Disposal of a

Shared Ownership Unit on the basis of a starting equity share of between a minimum of 25% and maximum of 75% Provided That this shall not prevent the owner of the Shared Ownership Unit from increasing their equity stake to 100 after 12 months of the grant of a shared ownership lease.

14.4 As soon as reasonably possible following any Staircasing on a relevant Shared Ownership Unit an Affordable Housing Provider shall calculate the Staircasing Net Sale Proceeds for the relevant Shared Ownership Unit and therefore the Recycling Percentage on that Staircasing of the Shared Ownership Unit and shall pay into a designated reserve fund held by the Affordable Housing Provider any Recycling Percentage received in respect of such Staircasing.

14.5 The Recycling Percentages may only be used by the Affordable Housing Provider for Recycling.

14.6 On any transfer of any Shared Ownership Units by one Affordable Housing Provider to another Affordable Housing Provider the outgoing Affordable Housing Provider shall (to the extent not spent or already allocated for spending on Recycling) transfer the balance of the Recycling Net Sale Proceeds attributable to such Shared Ownership Units to the incoming Affordable Housing Provider and pursuant to this deed the incoming Affordable Housing Provider shall meet the obligations contained in this schedule in so far as these relate to the Recycling Net Sale Proceeds received by it on Staircasing prior to its date of acquisition and after its date of acquisition.

14.7 In the event that the whole or any part of any Recycling Percentage has not been spent or allocated for spending on Recycling within five (5) years from the date of receipt by the Affordable Housing Provider, the monies or balance shall forthwith be released from any obligations pursuant to this Deed and be available for application by the Affordable Housing Provider in any manner which it considers appropriate, so long it has used all reasonable (but commercially prudent) endeavours to secure further Affordable Housing in the Borough.

14.8 The Affordable Housing Provider shall maintain records in respect of each of the Shared Ownership Unit containing the name of the shared owner(s) and occupier(s) of the Shared Ownership Unit and sufficient details of that person(s) to show that s/he is an Approved Person and the price or rent paid for the Shared Ownership Unit and details of the Staircasing and specifically the Staircasing Net Sale Proceeds and the Recycling Percentage calculations and (to the extent permitted by law) upon request must allow the Council to inspect those records and provide any relevant information in writing.

14.9 Nothing in this agreement shall prevent or restrict the right of an Approved Person who has acquired a share of the ownership or part of the equity of a Shared Ownership Unit subsequently to staircase under a shared ownership lease.

**THE SIXTH SCHEDULE  
NOMINATION RIGHTS POLICY IN RELATION TO AFFORDABLE UNITS**

**1. Definitions:**

"Agreed Letting Policy"	The 'B-with-us' choice based lettings policy or other lettings policy as adopted by the Council
"Allocations Policy"	The 'B-with-us' choice based lettings scheme or other lettings policy as adopted by the Council
"Completion Certificate"	means a notice issued by the National Housing Building Council under its Buildmark Scheme (or equivalent such as the LABC New Home Warranty) confirming the Dwelling is ready for Occupation
"Council Nominee"	Person/s who the Council formally nominates to the Registered Provider to house on the development using the procedure in paragraph 1.11 of this Schedule
"First Letting"	The first grant of a Tenancy in respect of an Affordable Housing Unit within the Nomination Period
"Nominations Period"	125 years
"B-with-us"	a choice based lettings scheme adopted by the Council
"Subsequent Letting"	any subsequent grant of a Tenancy in respect of an Affordable Housing Unit within the Nomination Period
"Tenancy"	an introductory tenancy or assured tenancy in standard form of introductory tenancy or assured tenancy agreement

- 1.1 In the event of 'B-with-us' Scheme being the agreed procedure for allocations in Rosendale, all Affordable Units under this Agreement will be advertised and allocated under the 'B-with-us' Scheme.
- 1.2 Allocations under the 'B-with-us' will include the advertising of any Affordable Housing Units to be advertised on the 'B-with-us' Scheme website in the property shops used by 'B-with-us' Scheme and in any other media used by the 'B-with-us' Scheme by the Affordable Housing Provider or the Council. All Affordable Housing Units will be advertised for at least one cycle. The Affordable Housing Provider will then be responsible for short listing the bidders and selecting the successful bidder.
- 1.3 First Lettings and Subsequent Lettings to successful bidders will be made by the Affordable Housing Provider.

- 1.4 In the event that the Council no longer wishes to participate in the 'B-with-us' Scheme, the Council acting reasonably will provide the Affordable Housing Provider with 2 months written notice after which time, the procedure for nominations will be as stated in sections 1.9 to 1.13 below.
- 1.5 In the event that the Affordable Housing Provider ceases to engage in the 'B-with-us' Scheme they will provide two months' notice after which, the Council will advertise the Affordable Units using the 'B-with-us' Scheme to identify successful bidders. The bidder's details will be provided to the Affordable Housing Provider as a nomination.
- 1.6 In the event of the 'B-with-us' Scheme no longer being operational, the system of nominations from the Council will be triggered. The local connection criteria in Schedule 8 will continue to apply.
- 1.7 The Affordable Housing Provider covenants with the Council to use all reasonable endeavours to procure the letting of Affordable Housing Units by the grant of a Tenancy to a Council Nominee.
- 1.8 The Affordable Housing Provider shall during the Nomination Period grant to the Council the right to nominate a Council Nominee for 100% of the First Lettings and 100% of the Subsequent Lettings of each Affordable Housing Unit PROVIDED such nomination shall be in accordance with the Agreed Letting Policy.
- 1.9 The Affordable Housing Provider shall notify the Council of the availability of an Affordable Housing Unit ("the Notice") and as regards First Letting the Notice may be served on the Council prior to the issue of the Completion Certificate.
- 1.10 (i) If the Council fails to nominate a Council Nominee for a First Letting of an or Affordable Housing Unit within fifteen (15) Working Days of the Notice; or  
(ii) If despite the reasonable efforts of the Affordable Housing Provider no Council Nominee shall on the occasion of a First Letting enter into a Tenancy of an Affordable Housing Unit within a reasonable time (being not less than twenty one (21) Working Days from the date of the Notice); or  
(iii) If the Council fails to nominate a Council Nominee for a Subsequent Letting of an Affordable Housing Unit within fifteen (15) Working Days of the date of the Notice; or  
(iv) If despite reasonable efforts of the Affordable Housing Provider no Council Nominee shall on the occasion of a Subsequent Letting enter into a Tenancy of an Affordable Housing Unit within a reasonable time (being not less than fifteen (15) Working Days from the date of the Notice) the Affordable Housing Provider shall be free to grant a Tenancy of such Affordable Housing Unit to any person satisfying the Eligibility Criteria.
- 1.11 The provisions of this Agreement during the Nomination Period shall apply in respect of all grants of a Tenancy by the Affordable Housing Provider until such a time when it is reviewed. Any amendments to the nominations will be negotiated and agreed between the parties.
- 1.12 The Council and the Affordable Housing Provider agree that the nomination provisions contained in this Agreement are personal to the Council and shall not be enforceable against any mortgagee in possession of any Affordable Housing Unit or any part of the Site or any purchaser acquiring from a mortgagee in possession.

1.13 The Affordable Housing Provider shall on demand provide to the Council details of the first and subsequent lets made with respect to the Affordable Housing Units.

1.14 The parties will agree a standard format of information to be provided by the Council for all nominations in accordance with each party's policy on confidentiality.

## **2. Liaison arrangements**

2.1 The Council's nominated officers, detailed below, will act as an initial point of contact.

## **3. Allocations Criteria**

3.1 The Council will forward a copy of its Allocations Policy to the Affordable Housing Provider.

3.2 The Affordable Housing Provider shall provide the Council with copies of the following documentation:

- The Affordable Housing Provider's housing application form (where this is different from the one used by the Council)
- The Affordable Housing Provider's allocations/ lettings policy (where this is different to the one used by the Council)
- The Affordable Housing Provider's equal opportunities statement

## **4. Criteria for selecting nominations**

4.1 The Council will endeavour to make nominations in line with its current allocation policies and any changes will be notified to the Affordable Housing Provider.

4.2 The Council will consult the Affordable Housing Provider in the event of considering any changes to its Housing Allocation Policy.

4.3 In the event of a dispute arising regarding a nomination or bidder, the Affordable Housing Provider covenants with the Council to provide evidence regarding the refusal and to commit to adhering to the requirements of the agreed allocation policy.

## **5. Procedures for nominations**

5.1 The Affordable Housing Provider will provide the Council with a timetable for the handover of the properties at least 3 months prior to anticipated completion and first Occupation of the Affordable Housing Units. Following the provision of this timetable the Affordable Housing Provider will provide the Council with a monthly progress report.

5.2 The Social Rented Units should be rented out at no more than the social rent.

5.3 With the object of preserving the nature of the Affordable Housing Units as affordable homes for rent the same shall be managed by an Affordable Housing Provider with its usual and normal leasehold terms and conditions in such form of lease as shall be appropriate for the site.

## **6 CONFIDENTIAL INFORMATION**

The Council and the Affordable Housing Provider shall share confidential information relating to the nominee such information may affect the nomination in some way, e.g. people at risk, domestic violence, ex-offenders, people with drug or alcohol related problems. The Council and the Affordable Housing Provider shall comply with the Data Protection Act 1998 at all times.

## **7 EQUAL OPPORTUNITIES**

The Council and the Affordable Housing Provider shall agree that disadvantaged and minority groups shall have equal access to nominations as laid down in the Council's equal opportunities policy from time to time.

## **8 NOTICES**

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall be deemed to have been served 2 Working Days after posting.

## **9 TRANSFERS TO OTHER AFFORDABLE HOUSING PROVIDERS**

The Affordable Housing Provider shall use reasonable endeavours to ensure that any Affordable Housing Provider to which the Affordable Housing Units are transferred otherwise than by direction of the Homes and Communities Agency under its statutory powers shall enter into a similar agreement in substantially the same form with the Council.

## **10 DISPUTES**

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement (after 10 Working Days) to be nominated by or on behalf of the President for the time being of the Chartered Institute of Housing on the application of either party.



**THE SEVENTH SCHEDULE**  
**Obligations in respect of Affordable Housing Units**

The Owner covenants with the Council as follows:

1. Subject to the provisions of paragraph 2 of this Schedule and to the extent permitted by legislation the Social Rented Units and Intermediate Units shall remain and be retained as Affordable Housing Units unless a tenant has exercised their right to buy the relevant Affordable Housing Unit or Staircase to 100% of the Affordable Housing Unit.
2. That each Affordable Housing Unit shall not be used other than as a Affordable Housing Unit other by those in Housing Need (or their mortgagee or chargee), any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title thereto and their respective mortgagees and charges.
3. The Owner of any Affordable Housing Unit subject to a mortgage or charge agree with the Council to take all reasonable and prudent steps to avert the repossession of such Affordable Housing Unit by any Chargee or the exercise by any Chargee of a power of sale and for these purposes in the event of default under the security or likely default such Owner shall where appropriate cooperate fully with the Council and the Homes and Communities Agency to arrange a transfer of the relevant Affordable Housing Unit(s) with sitting tenants (where appropriate) to another Affordable Housing Provider and in particular shall inform the Council immediately in the event of the relevant Owner receiving notification from such Chargee of any breach or alleged breach by the relevant Owner of any of its obligations under their security.
4. The Owner agrees with the Council that in the event of a default under any security referred to in paragraph 3 or in other circumstances warranting the intervention of the Homes and Communities Agency (whether or not under the Housing Act 1996 Part 1 Chapter IV Schedule 1 Part IV, or the Housing and Regeneration Act 2008) the requirements of any Nomination Agreement shall not prevent the transfer of the Affordable Housing Unit or any part of it to another Affordable Housing Provider.
5. Subject to and without prejudice to the powers and requirements of the Homes and Communities Agency under the Housing Act 1996 and the Housing and Regeneration Act 2008 in the event of a default under any security referred to in paragraph 3 any Nomination Agreement entered into in accordance with the provisions of this Schedule shall not prevent the sale of any Affordable Housing Unit(s) by the Chargee in the exercise of its power of sale provided that the Chargee shall first comply with the procedure set out in paragraph 6 to this Schedule.
6. The procedure referred to in paragraph 5 shall be as follows:
  - 6.1. The Chargee shall give not less than two [2] month's prior notice to the Council of its intention to exercise its power of sale to enable the Council to secure the transfer of the relevant Affordable Housing Units to another Affordable Housing Provider.
  - 6.2. The Council shall then have two [2] month's from the notice given pursuant to paragraph [6.1] within which to respond indicating that arrangements for the transfer of the relevant Affordable Housing Units can be made in such a way as to safeguard the affordable housing character of any Affordable Housing Units;

- 6.3. If within the two [2] month's the Council does not serve its response to the notice served under paragraph [6.1] then the Chargee shall be entitled to exercise its power of sale free of the restrictions set out in this Agreement;
- 6.4. If within two [2] months of the date of receipt by it of the notice served under paragraph [6.1] the Council serves its response indicating that arrangements can be made in accordance with paragraph [6.2] then the Chargee shall co-operate with such arrangements and (subject to the provisions of paragraph [6.5]) use its reasonable endeavours to secure such transfer;
- 6.5. The Council shall in formulating or promoting any arrangements referred to in the paragraphs above give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage;
- 6.6. If the Council or any other person cannot within three [3] months of the date of service of its response under paragraph [6.4] secure such transfer then the Chargee shall be entitled to exercise its power of sale free of the restrictions set out in this Agreement;
- 6.7. If the Chargee does not wish to exercise its power of sale at any time after the giving of notice under paragraph [6.1] or the Council does not wish to continue with the exercise of its powers under paragraph [6.2] after giving of its response under paragraph [6.2] that party shall give to the other not less than 7 days' written notice of its intention to discontinue; and
- 6.8. Without prejudice to the provisions of paragraphs [6.1] to [6.5] the Owner agrees to notify the Council immediately in the event of service of any notice under Section 144 and 145 of the Housing and Regeneration Act 2008 or any notice order or direction served made or given under the Housing Act 1996 Schedule 1 Part IV as amended by the Housing and Regeneration Act 2008.

PROVIDED THAT at all times the right and obligations in this paragraph 6 shall not require the Chargee to act contrary to its duties under its charge or mortgage as mortgagees and that the Council must give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge or mortgage.

7. To comply in all respects with the obligations on its part in relation to the Affordable Housing Units set out in this Agreement to which (save as provided in this Agreement or legislation) the Affordable Housing Units shall be permanently subject.
8. This Agreement shall not apply to any Chargee of an individual Shared Ownership Unit where such Chargee has taken possession of the relevant Shared Ownership Unit or otherwise exercised its power of sale nor any successors in title to such Chargee

**THE EIGHTH SCHEDULE**  
**ELIGIBILITY CRITERIA FOR THE AFFORDABLE/ SOCIAL RENTED UNITS**

1. An Approved Person must intend (and be required) to use the Affordable Housing Unit as their main and principal residence.
2. None of the Affordable/ Social Rented Units shall be Occupied except by households of persons who meet the following criteria in descending order of priority:  
A person deemed to be in Housing Need and satisfying one of the following:
  - 2.1 Be a person/family ordinarily resident within firstly, Healey and Whitworth Ward, secondly, the adjacent ward of Facit and Shawforth , thirdly within the wards of Irwell/ Greensclough then fourthly, the whole of Rossendale Borough, for a minimum of three out of the last five years calculated from the date of the application;
  - 2.2 Be a person/family who can demonstrate a local connection or who has a family association within firstly, Healey and Whitworth Ward, secondly, the adjacent ward of Facit and Shawforth , thirdly within the wards of Irwell/ Greensclough then fourthly, the whole of Rossendale Borough
  - 2.3 Be a person/family with employment in the firstly, Healey and Whitworth Ward, secondly, the adjacent ward of Facit and Shawforth , thirdly within the wards of Irwell/ Greensclough then fourthly, the whole of Rossendale Borough.
3. In the event that more than one applicant satisfies the above criteria applicants will be considered in order of the date of their application;
4. If after the Affordable/ Social Rented Units have been marketed for 3 months there is no interest from applicants who comply with paragraphs 2.1.1 to 2.1.3 then applicants who are ordinarily resident within the Borough can be considered, as well as applicants who can demonstrate a need for Affordable Housing.
5. For the avoidance of doubt local connection means (not in order of priority)
  - 5.1 A person who has previously had their only or principal home in the within firstly, Healey and Whitworth Ward, secondly, the adjacent ward of Facit and Shawforth , thirdly within the wards of Irwell/ Greensclough then fourthly, the whole of Rossendale Borough, for the property in question for a continuous period of three years calculated from the date of the application; or
  - 5.2 A person who for a period of 12 months prior to the date of the application had their principal place of work within firstly, Healey and Whitworth Ward, secondly, the adjacent ward of Facit and Shawforth , thirdly within the wards of Irwell/ Greensclough then fourthly, the whole of Rossendale Borough; or
  - 5.3 A person who has immediately prior to the date of the application one or more of their parents children or siblings living within firstly, Healey and Whitworth Ward, secondly, the adjacent ward of Facit and Shawforth , thirdly within the wards of Irwell/ Greensclough then fourthly, the whole of Rossendale Borough, for a continuous period of five years calculated from the date of the application.
6. Upon allocation of the Affordable/ Social Rented Units for first lets and all subsequent lets the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to Rossendale Council.

**THE NINTH SCHEDULE**  
**ELIGIBILITY FOR INTERMEDIATE UNITS**

1. An Approved Person should meet the following Eligibility Criteria for the Intermediate Units:
  - 1.1 applicants must have a local connection with the area in which they are seeking to live;
  - 1.2 applicants must be deemed to be in need of financial assistance to purchase a property on the open market;
  - 1.3 applicants must be able to demonstrate a housing need for a property type.
2. For the avoidance of doubt local connection means (not in order of priority)
  - 2.1 applicants who have previously had their only or principal home in the Borough for a continuous period of 6 out of the last 12 months or 3 out of the last 5 years; or
  - 2.2 applicants who for a period of 12 months prior to proposed Occupation of an Affordable Housing Unit had their principal place of work within the Borough ; or
  - 2.3 applicants who have immediately prior to the proposed Occupation of an Affordable Housing Unit one or more of their parents children or siblings living within the Borough for a continuous period of five years.
3. For the avoidance of doubt when considering the ability of a person to purchase on the open market the Council will take into account household income levels, and other commitments.
4. For the avoidance of doubt applicants will be assessed on their current housing need.
5. For the avoidance of doubt the intermediate unit must be the applicants sole or principle home.
6. Applicants will only be authorised to proceed with a purchase after meeting the criteria above. Applicants will normally only be permitted to purchase Affordable Housing Units with an excess of one bedroom for their current housing need, however discretion may be showed where it is reasonable to expect a household's need increase.
7. Provided Always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the Eligibility Criteria where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type. The Applicants must use the accommodation as their main and principal residence.
8. If after the Intermediate Units have been marketed for 6 months there is no interest from applicants who comply with clauses 1 to 2.3 applicants who are ordinarily resident within the Borough can be considered as well as applicants who can demonstrate a need for affordable housing.

**THE TENTH SCHEDULE**  
**AFFORDABLE HOUSING UNITS TENURE SPLIT**

The Affordable Housing Units shall be provided by the Owner in accordance with the Fifth Schedule (5) and the Plan and shall comprise:

- A.50% Affordable/ Social Rented Units to be 65% 2 bed houses and 35% 4 bed houses
- B.50% Intermediate Units (Shared Ownership) to be 65% 3 bed houses and 35% 2 bed houses

Or such other tenure split or unit provision as shall from time to time be agreed in writing between the Council and the Owner.

## THE ELEVENTH SCHEDULE

### Owner's Covenants to the County Council

The Owner covenants with the County Council as follows:

1. Within 20 working days following the grant of a Reserved Matters Consent to notify the County Council's School Planning Team that a Reserved Matters Consent has been granted and request that the County Council calculates the Primary Education Contribution and Secondary Education Contribution relating to the said Reserved Matters Consent in accordance with this Deed.
2. Prior to first occupation of the 40th Dwelling to pay to the County Council the Primary Education Contribution and the Secondary Education Contribution.

The sums shall be subject to annual review from the date of this Agreement in accordance with BCIS All In Tender Price Indexation up to the date of payment after annual review.

#### **Calculation of the Primary Education Contribution and the Secondary Education Contribution**

1. The calculation of the Primary Education Contribution and the Secondary Education Contribution generally and of Spare Places shall be undertaken in the same manner as demonstrated in the County Council's Education Contribution Methodology – May 2016.
2. The County Council's pupil projections that are current at the time of the calculation shall be used.
3. For the avoidance of doubt, if the County Council's re-calculations show that the number of Spare Places in primary schools and/or secondary schools has increased then there may be a reduction in the payment due in accordance with the re-calculated shortfall. If, however the re-calculated number of Spare Places is expected to exceed the calculated pupil yield from this development as per this Schedule, then no Primary Education Contribution and/or Secondary Education Contribution (as the case may be) shall be payable.

## THE TWELVTH SCHEDULE

### The Council's Covenants

#### Contributions

1. To use all Contributions received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and for no other purpose.
2. The Council covenants with the Owner that it will refund all such sums to the person who paid such sums received by the Council under this Agreement which has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five years of the date of receipt by the Council of such sum together with interest at the Bank of England Base Lending Rate for the period from the date of payment to the date of actual refund.
3. When requested in writing the Council shall provide written confirmation of the discharge of obligations contained in this Agreement when reasonably satisfied that such obligations have been performed.
4. Following the performance and satisfaction of all the obligations contact in this Agreement, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

## THE THIRTEENTH SCHEDULE

### The County Council's Covenants

#### Contributions

1. To use the Education Contributions received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and for no other purpose.
2. The County Council covenants with the Owner that it will refund all such sums to the person who paid such sums received by the County Council under this Agreement which has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five years of the date of receipt by the County Council of such sum together with Interest at the Bank of England base lending rate for the period from the date of payment to the date of actual refund.
3. When requested in writing the County Council shall provide written confirmation of the discharge of obligations contained in this Agreement when reasonably satisfied that such obligations have been performed.
4. Following the performance and satisfaction of all the obligations contact in this Agreement, the County Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.



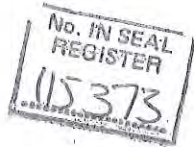
**IN WITNESS** whereof the Council, the County Council and the Owner have executed this Agreement as a Deed the date and year first before written.

**EXECUTED AS A DEED** by the

**ROSSENDALE BOROUGH COUNCIL**

By affixing its common seal in the

Presence of:



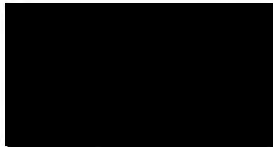
**EXECUTED AS A DEED** by the

**LANCASHIRE COUNTY COUNCIL**

By affixing its common seal in the

Presence of:

Authorised Signatory



26766

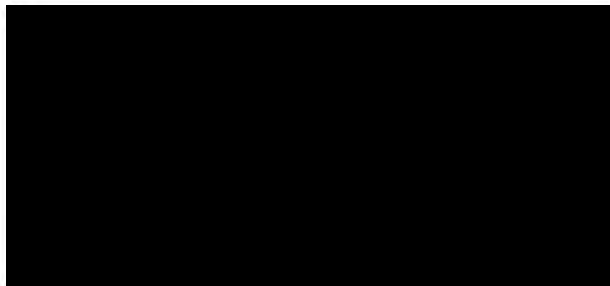
**EXECUTED AS A DEED** by the

**KGG Associates Ltd.**

Acting by two Directors

Signature of Director

Signature of Director










PROPOSED SITE LAYOUT 1 : 500 scale

**LEGEND**

-  Proposed Site Boundary
-  Existing Tree Retained
-  New Tree



LOCATION PLAN 1 : 125



26766

willacy horsewood

client  
KGG ASSOCIATES LTD.

job  
PROPOSED HOUSING DEVELOPMENT  
SUNNYSIDE MILL SITE, WHITWORTH,

title  
INDICATIVE SITE LAYOUT

scale	date	job no.
1:500	05 OCT'17	WH1309

mollington grange, parkgate road, c  
www.willacyhorsewood.  
Tel: 01244 853891 Fax: 01244 853892 E-Mail