

This Unilateral Planning Obligation is dated 22 November 2013

And is given by:

(1) **Green Vale Homes Limited** (Industrial and Provident Society No. 30035R) whose registered office is at Green Vale Court, New Hall Hey Road, Rawtenstall, Rossendale, Lancashire, BB4 6HR ('the Owner')

to:

(2) **Rossendale Borough Council** of The Business Centre, Futures Park, Bacup, Lancashire, OL13 0BB ('the Council')

1 Background

- 1.1 By means of a Transfer of even date, the Owner is the owner of the Site.
- 1.2 The Council is the local planning authority and the local housing authority
- 1.3 Lancashire County Council is the local highway authority
- 1.4 The Owner is a registered provider within the meaning of the Housing and Regeneration Act 2008 section 80.
- 1.5 The Owner has by the Planning Permission received permission from the Council for to develop the Site by the construction of 20 affordable housing dwellings.
- 1.6 As a condition of the Permission the Owner is required to covenant to perform the obligations contained in this Unilateral Planning.

2 Interpretation

In this Unilateral Planning Obligation:

- 2.1 'the Act' means the Town and Country Planning Act 1990
- 2.1 'Affordable Housing' is as defined in Annex B of the Planning and Policy Statement 3 (PPS3) Housing
- 2.3 'agreed' or 'approved' means agreed or approved in writing and given for the purpose of this Unilateral Planning Obligation
- 2.3 'Close Family Association' means a spouse, parent, brother, sister, child, grandparent or grandchild who is resident in the relevant area and who has been resident there for a minimum of five continuous years
- 2.6 'the Development' means the development of the Site in accordance with the Planning Permission or carried out substantially in accordance with such Planning Permission

- 2.7 'Employment' means that a person is permanently employed or has accepted in writing a firm offer of permanent employment or is in fulltime self employment within the relevant area
- 2.8 'the Plan' means the plan attached to this deed
- 2.9 'the Planning Permission' means the planning permission numbered 2013/0455 and granted by the Council to the Owner
- 2.10 'the Public Open Space Contribution' means twenty seven thousand three hundred and twenty pounds (£27,320) which sum is to be required from the Owner in order to contribute towards public open space projects exclusively within the vicinity of the Site
- 2.11 'the Site' means land on the west side of Burnley Road, Bacup shown edged red on the Plan
- 2.12 'the Traffic Regulation Contribution' means one thousand five hundred pounds (£1500)
- 2.13 Words importing the masculine include the feminine and vice versa
- 2.14 Words importing the singular include the plural and vice versa
- 2.15 Words importing persons include companies and corporations and vice versa
- 2.16 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually
- 2.17 Any reference to a clause or schedule or plan is to one in or attached to this Unilateral Planning Obligation
- 2.18 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it
- 2.19 References to any party to this Unilateral Planning Obligation shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective functions as planning authority and local housing authority

3 Enabling provisions

This Unilateral Planning Obligation is entered into pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers

4 Commencement and determination

- 4.1 This Unilateral Planning Obligation shall come into effect on the date of this Unilateral Planning Obligation but the obligations in clause 5 shall become effective only on the commencement of a material operation as defined in Section 56 (4) of the Act but for the purposes of this Unilateral Planning Obligation works involving soil investigations, archaeological investigations, demolition, site clearance, site preparation, the diversion and laying of services, the erection of fences and hoardings and the preparation of site access shall not constitute a material operation.
- 4.2 If the Planning Permission shall expire before the commencement of a material operation or shall at any time be revoked then this Unilateral Planning Obligation shall be determined and shall have no further effect

5 Owner's Covenants with the Council

- 5.1 The Owner covenants with the Council:
- (a) prior to the first occupation of the 20 dwellings to be built on the Site in accordance with the Development to pay to the Council the Public Open Space Contribution; and
 - (b) not to occupy or cause or allow to be occupied any dwelling built on the Site before the Public Open Space Contribution has been paid.
- 5.2 The Owner covenants with the Council to pay to the Council the Traffic Regulation Contribution on the date of this Unilateral Planning Obligation
- 5.3 The Owner covenants with the Council that the 20 residential units within the Site resulting from the Development shall not be occupied other than as Affordable Housing but nothing in this clause 5.3 shall apply upon:
- (a) the exercise by any person of a statutory right to buy, right to acquire; or
 - (b) the exercise of its power of sale by a mortgagee of any of the dwellings or the sale by a receiver appointed by such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge as required by a court order; or
 - (c) any subsequent disposition of the properties following a disposal falling within paragraph 5.3 (a) or (b) above.
- 5.4 The Owner covenants with the Council that the allocation of tenancies for the first letting of the 20 residential units will be determined as follows:
- (a) within the first 6 weeks of advertisement for the letting of the residential units, whether or not the construction of the residential units has been completed, priority will be given to applicants who have lived in the wards of Greensclough,

Irwell or Stacksteads for at least 12 months or have strong connections with Greensclough, Irwell or Stacksteads whether by Employment or Close Family Association; and

(b) if at the end of the 6 week advertisement period in 5.4 (a) one or more of the 20 residential units remains to be allocated then the Owner may consider applicants within the entire Borough of Rossendale.

5.5 The Owner covenants with the Council that the allocation of subsequent relets of each and every one of the 20 residential units will be determined as follows:

(a) within the first 2 weeks of advertisement for the re-letting of each of the 20 residential units priority will be given to applicants who have lived in the wards of Greensclough, Irwell or Stacksteads for at least 12 months or have strong connections with Greensclough, Irwell or Stacksteads whether by Employment of Close Family Association;

(b) in respect of each residential unit, if at the end of the 2 week advertisement period in 5.5 (a) the residential unit remains to be allocated then the Owner shall within a 6 week period of advertisement following the period in clause 5.5(a) consider applications for tenancies from applicants within the entire Borough of Rossendale; and

(c) in respect of each residential unit, if at the end of the combined 8 week advertisement period comprising the periods in 5.5(a) and 5.5(b) the residential unit remains to be allocated then the Owner may consider applications for tenancies from applicants outside of the Borough of Rossendale.

5.6 The applicants for tenancies given priority under clauses 5.4 and 5.5 must fulfil the reasonable requirements of the Owner's allocations policies.

6 General

The Owner and the Council acknowledge and declare that:

6.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of Section 106 of the Act;

6.2 this Unilateral Planning Obligation constitutes a deed;

6.3 this Unilateral Planning Obligation is enforceable by the Council;

6.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999;

- 6.5 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Unilateral Planning Obligation after that person has parted with its interest in the Site or the part of it in respect of which the breach occurs but without prejudice to liability for any breach subsisting prior to parting with such interest
- 6.6 the provisions of this Unilateral Planning Obligation shall not be enforceable against such successors in title to the Owner as own or occupy individual housing units within the Development;
- 6.7 this Unilateral Planning Obligation may be registered as a local land charge in the Register of Local Land Charges maintained by the Council; and
- 6.8 that the Owner and the Council have the sole proprietary interest in the Site and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation.

This document is executed as a **deed** and is delivered on the date written at the beginning of this deed

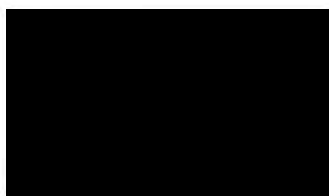
Signed as a deed by

Green Vale Homes Limited

Whose common seal is hereunto affixed in the presence of:

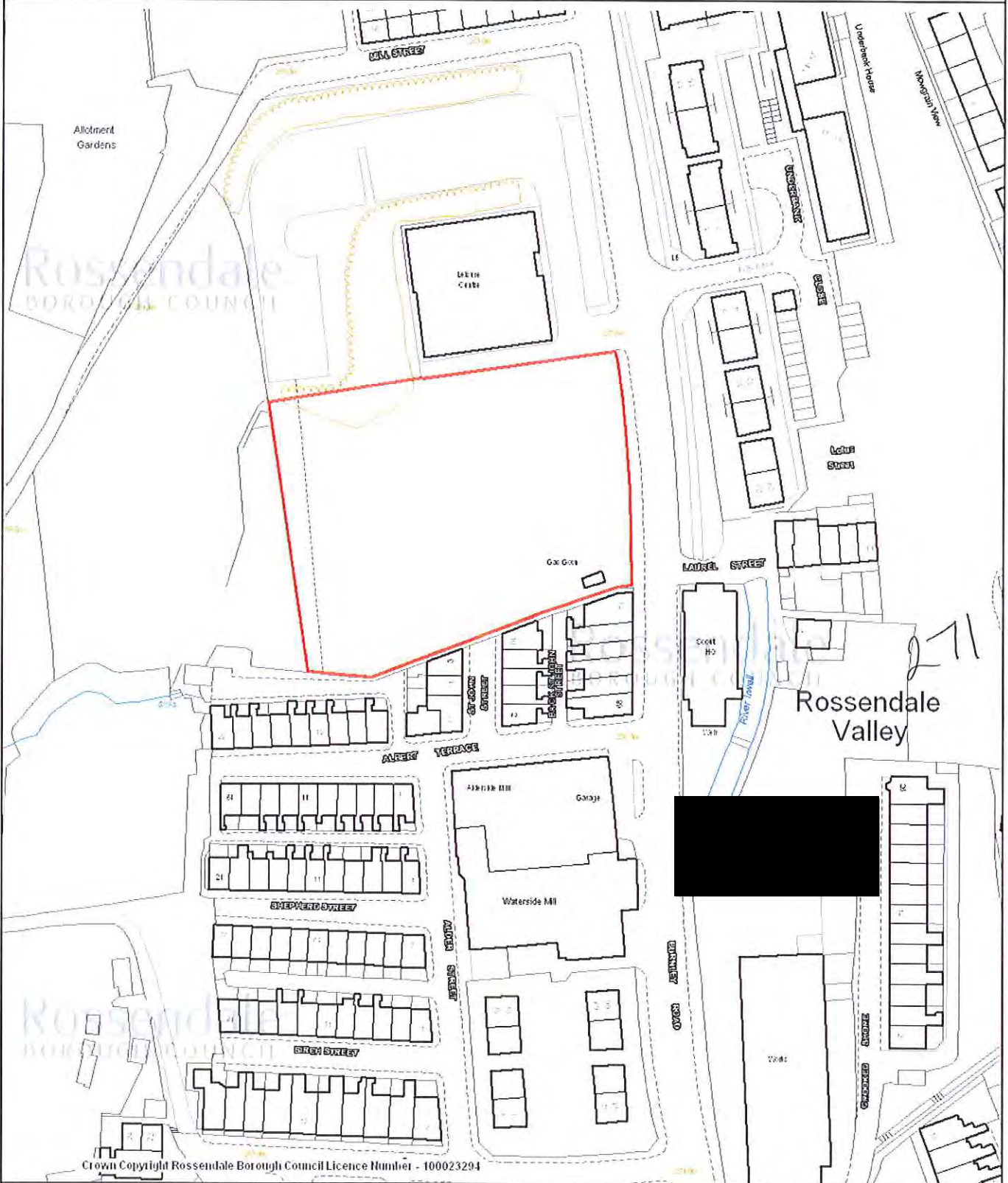


Authorised signatory:



Authorised signatory:

Land at Burnley Road, Bacup.



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Date 24/10/2013