

DATED

UNILATERAL UNDERTAKING

GIVEN BY LANCASHIRE COUNTY COUNCIL

IN RESPECT OF

Torrisholme to the M6 link (A683 Completion of Heysham to M6 Link Road) in the
County of Lancashire

County Secretary & Solicitor
Lancashire County Council
PO Box 78
County Hall
Preston
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PR1 8XJ

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THIS UNDERTAKING is given the

of

2012

BY THE LANCASHIRE COUNTY COUNCIL of County Hall PO Box 78 Preston Lancashire PR1 8XJ as the Highway Authority for the County of Lancashire and applicant for a development consent order in respect of the Torrisholme to the M6 link (A683 Completion of Heysham to M6 Link Road) (the "County Council ") .

WHEREAS

- (1) The County Council is a local planning authority for the purposes of the Town and Country Planning Act 1990 and for the County of Lancashire within which the land described in the First Schedule hereto ("the Site") is situated and by whom the obligations in this Deed are enforceable.
- (2) The County Council is also the Highway Authority for the County of Lancashire.
- (3) The County Council is part owner of the Site and should development consent be granted for the Development it proposes to purchase the balance of the Site by agreement or pursuant to the compulsory acquisition of land authorised by the Development Consent Order.
- (4) The County Council has submitted the Application on 6 December 2011 to obtain authorisation for the Development in the form of the DCO and the application was accepted by the IPC under section 55 of the 2008 Act on 23 December 2011.
- (5) Should the Secretary of State decide to grant development consent for the Development the County Council agrees to be bound by the terms of this Deed in order to regulate and facilitate the Development.

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS

- 1.1 "1990 Act" means the Town and Country Planning Act 1990 (as amended);

- 1.2 "2008 Act" means the Planning Act 2008;
- 1.3 "Application" means the application for the DCO to authorise the Development on the Site made under section 37 of the 2008 Act by the County Council to the IPC on 6 December 2011;
- 1.4 "Certificate of Substantial Completion of the Landscaping Works " means a certificate to be issued by the County Council certifying that the landscaping scheme approved under requirement 20 of Schedule 2 to the DCO have attained a sufficient standard of construction;
- 1.5 the "College" means the Lancaster and Morecambe College;
- 1.6 the "College Land" means the land edged green on the plan hereto marked "Plan 2";
- 1.7 "Commencement of Development "means the implementation on the Application Site of the works authorised by the DCO as specified in Schedule 1 to the DCO by the carrying out of a material operation as defined in section 56 (4) of the Act in relation to the Development and "Commence" and cognate expressions shall be construed accordingly;
- 1.8 the "County Council" includes its successors in title and all persons deriving title under or through it and having any legal estate interest or right or title in or to the Application Site or any part or parts of it (including those still to be purchased):
- 1.9 "Development" means work for the construction of a new dual carriageway road, 4.8 kilometres in length, starting at junction 34 of the M6 motorway and ending at the eastern end of the Heysham M6 Link Phase 1 road at the A683/A589 Morecambe Road roundabout and associated development more particularly described in Schedule 1 of the draft Development Consent Order submitted as part of the Application;
- 1.10 "DCO" means the development consent order to be made under the 2008 Act pursuant to the Application;

- 1.11 "Development Consent" means the consent granted by the Secretary of State for the Development;
- 1.12 the "Development Consent Obligations" means the obligations specified in the Second Schedule hereto;
- 1.13 "Site" means the land described in the First Schedule;

2 INTERPRETATION

In this Undertaking (unless the context otherwise requires);

- 2.1 Clause paragraph and schedule headings do not form part of this Obligation and must not be taken into account in its construction or interpretation;
- 2.2 References to clauses paragraphs and schedules in the absence of anything expressed to the contrary are references to the clauses paragraphs and schedules of this Obligation;
- 2.3 References to any statute include reference to any statutory amendment modification or re enactment of such statute and all delegated legislation made under it;
- 2.4 Words importing any one gender include every other gender;
- 2.5 Words importing the singular number include the plural and vice versa and where any party comprises more than one person covenants and obligations on the part of that party shall be deemed to be the joint and several covenants and obligations of those persons.

3. OPERATIVE POWERS

- 3.1 This Undertaking is given pursuant to section 106 of the 1990 Act to the intent that it shall bind the County Council and its successors in title and assigns to the Site and the persons claiming under or through it;

- 3.2 This Undertaking is a development consent obligation for the purposes of section 106 of the 1990 Act which shall be enforceable by the County Council as local planning authority in accordance with section 106 of the 1990 Act;
- 3.3 This Undertaking will not take effect until the DCO has been made and comes into effect.
- 3.4 The County Council undertakes to perform the covenants specified in the Second Schedule hereto;
- 3.5 This Deed is a Local Land Charge and shall be registered as such.

4 COMMENCEMENT

- 4.1 This Deed shall not have effect until the DCO is made.
- 4.2 If the DCO shall expire before the Commencement of Development or shall at any time be revoked this Deed shall forthwith determine and cease to have effect.

5 RIGHTS OF THIRD PARTIES

- 5.1 Any person who is not a party to this Undertaking will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Undertaking. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

6 GOVERNING LAW AND JURISDICTION

- 6.1 This Undertaking is to be governed by and is to be construed according to English law and the English Courts will have jurisdiction with regard to all matters arising from it.

THE FIRST SCHEDULE
(The Site)

The land known as the route of the proposed Heysham to M6 link road, Lancaster,
as shown edged red on the attached plan marked "Plan 1"

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THE SECOND SCHEDULE
(The Planning Obligations)

1. The County Council subject to the College allowing works to be carried out on the College Land in accordance with a timetable put forward by the County Council hereby covenants as follows:
 - 1.1 to re-orientate the main pitch ,secondary pitch and training ground so as to provide a main pitch measuring 100 metres x 62 metres; a secondary pitch measuring 80 metres x 52 metres; and a training ground measuring 70 metres x 40 metres as shown on the plan numbered 11063/COLLEGE/003 Revision B dated 16/07/12 ("Plan 2");
 - 1.2 to provide drainage and surface improvement works to the two pitches and the training ground shown on the Plan to improve their quality in accordance with Plan 2 and to the specification as set out on the drawing 11063/COLLEGEDRAINAGE/001 Sheet 1D of 1 dated Apr 12 ("Plan 3 ") and the supplementary drawing number 11063/COLLEGEDRAINAGE/002 Sheet 1 of 1 dated Feb 2012 (" Plan 4 ");
2. Subject to the College allowing representatives of the County Council access to the College Land for the purpose of surveying the College Land to identify teaching areas or potential teaching areas ("Teaching Rooms") ,to assess the noise levels in all the Teaching Rooms and to carry out noise attenuation measures including the provision of any required additional ventilation or measures to control temperatures in those Teaching Rooms qualifying for noise attenuation measures in accordance with the terms hereof the County Council covenants;
 - 2.1 to prepare a schedule of those Teaching Rooms which qualify for noise attenuation measures in accordance with the criteria set out in paragraphs 2.2 to 2.6 below and submit this to the College;
 - 2.2. the road traffic noise levels will be calculated using the method specified in the Calculation of Road Traffic Noise 1988 and Annex 4 of the Design Manual Roads and Bridges HD213/11 revision 1. Additionally the use of absorbent materials on the acoustic barrier will negate the reflection correction in the Calculation of Road Traffic Noise and this correction shall therefore not be included in the noise calculations.
 - 2.3 the $L_{A\ 10(18hr)}$ levels calculated in accordance with paragraph 2.2 above will be converted to L_{day} using the formula $L_{day} = 0.95 L_{A\ 10(18hr)} + 1.44$ and amended for free field conditions by subtracting three (3)

dB(A). Twelve (12) dB(A) will then be subtracted from this free field level to result in the internal traffic noise level in each eligible room.

- 2.4 the with Development noise levels shall take into account the proposed noise attenuation measures detailed in the Application together with the details submitted and approved in accordance with Requirement 8 (1) to the DCO;
 - 2.5 in order for a Teaching Room to qualify for noise attenuation measures one or both of the following criteria must be satisfied:
 - i) the 2015 with Development calculated L_{day} internal noise level must be above 40 dB(A) and be greater than the 2015 without Development calculated L_{day} internal noise level by at least 1dB(A);
 - ii) the 2030 with Development calculated L_{day} internal noise level must be above 40 dB(A) and be greater than the 2030 without Development calculated L_{day} internal noise level by at least 1dB(A).
 - 2.6 the noise attenuation measures will be designed to achieve an indoor L_{day} noise level resulting from road traffic when unoccupied of not more than the without Development noise level or 40 dB(A) whichever is the greater .
 - 2.7 If agreement is reached with the College on the acoustic mitigation measures and delivery of those measures to be undertaken reasonable endeavours will be taken by the County Council to provide the mitigation measures prior to any Development related work starting within the area between Morecambe Road and Torrisholme/Lancaster Road excluding any accommodation works for the College or alternatively if the County Council and College agree the County Council will pay to the College a sum of money in lieu of the provision of the noise mitigation measures.
3. To maintain the landscape mound to be constructed in the area shown on the plan marked 11063/COLLEGE/003 Revision B dated 16/07/12 ("Plan 2") for a period of twenty years commencing from the date of receipt of the Certificate of Substantial Completion of the Landscaping Works.

In witness whereof the Council executed this Undertaking as a Deed the date and year first before written.

THE COMMON SEAL of THE
LANCASHIRE COUNTY COUNCIL
was hereunto affixed to this Deed in
the presence of :

Authorised Signatory

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