

DATED

7th August

2020

RIBBLE VALLEY BOROUGH COUNCIL

and



SECTION 106 AGREEMENT

TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO BUILDINGS AND LAND AT NEWDROP INN, STONEYGATE LANE,
RIBCHESTER, PR3 2XE

THIS AGREEMENT AND DEED is made the 7th day of August 2020

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "**the Council**");

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4. [REDACTED], PR3

WHEREAS

- (1) The Owner is the freehold owner of land at Newdrop Inn, Stoneygate Lane, Ribchester, PR3 2XE the title of which land is registered at HM Land Registry under title numbers LA910915, LA968983 and LA910918 which land is shown edged red on the Plans attached hereto ("**the Property**").
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Deed are enforceable.

- (3) The First Mortgagee is the Proprietor of a legal charge registered in the Charges Register at Entries C5, C6, C7 and C8 of Title Number LA910915, Entries C1 and C2 of Title Number LA968983 and Entries C2, C3 and C4 of Title Number LA910918 and consents to the Property being bound by the provisions of this Deed.
- (4) The Second Mortgagee is the Proprietor of a legal charge registered in the Charges Register at Entries C2 and C3 of Title Number LA910915 and consents to the Property being bound by the provisions of this Deed.
- (5) The Council has resolved that the application be approved by it under the Act of 1990 (as amended) subject to the Owner entering into this Planning Obligation Deed in accordance with Section 106 of the Town and Country Planning Act 1990 ("the **1990 Act**").

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

In this Deed unless the context otherwise requires:

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2020/0215 for residential development including residential use and associated amenities on the Property.

Commencement of Development

"Commencement of Development" means the carrying out as part of the Development of a material operation (within the meaning ascribed in Section 56 of the Act) other than an operation in connection with:

- (a) site clearance;
- (b) demolition;
- (c) archaeological investigation;
- (d) advanced habitat creation;

- (e) investigation for the purposes of assessing contamination and minor or temporary general maintenance works or works of repair;
- (f) remedial action in respect of contamination;
- (g) diversion and provision of services and drainage;
- (h) the erection of means of enclosure for the purpose of site security and/or the display of advertisements;
- (i) tree works;
- (j) construction of temporary access.

Contractual Commitment

“Contractual Commitment” means a legally binding obligation under which the Council or County Council (as the case may be) is or will at some future date be obliged to expend money from a Commuted Sum.

Contribution

“Contribution” means all or any of the Off Site Leisure Contribution.

Development

“Development” means such development as may be authorised by the Planning Permission.

Dwelling

“Dwelling” means a dwelling (including a house, flat or maisonette) which is to be constructed as part of the Development pursuant to the Planning Permission.

Implementation

“Implementation” means the carrying out of any of the material operations listed in Section 56 of the 1990 Act pursuant to the Planning Permission provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies (including geological, archaeological and ecological surveys and landscape

assessments). Site investigations preparatory works including ground, modelling and contamination remediation works and “implement” and “implemented” shall be construed accordingly.

Nominated Officer

“Nominated Officer” means the Council’s Housing Strategy Officer.

Occupation

“Occupation” shall have the same meaning as defined in the Local Government Finance Act 1988 but for the avoidance of doubt shall not include occupation for the purposes of works carried out prior to or during construction, fitting out, commissioning, advertising, marketing, security or management of land for parking.

Occupation and Occupied

“Occupation” and “Occupied” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and “**Occupy**” shall be construed accordingly.

Off Site Leisure Contribution

“Off Site Leisure Contribution” means a sum of £3,101.67 payable for Off Site Leisure facilities calculated by reference to the number of bedrooms of a Dwelling.

Plan

“Plan” means the Property location plan annexed hereto.

Planning Permission

“Planning Permission” means the Planning Permission to be granted pursuant to the Application, a draft of which is set out in Schedule 4.

Practical Completion

“Practical Completion” means the issue of a certificate of practical completion

by the Owner's architect or in the event that the Development is constructed by a party other than the Owners the issue of a certificate of practical completion by that other party's architect and "Practically Completed" shall be construed accordingly.

2. INTERPRETATION

- 2.1 The headings in this Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever.
- 2.2 Unless the context requires otherwise reference to this Deed to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Deed.
- 2.3 Where any part to this Deed comprises two or more persons any obligation on the part of that party contained or implied in this Deed shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons.
- 2.4 A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force.
- 2.5 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa.

3. ENFORCEABILITY

- 3.1. This Deed is a planning obligation with the intent to bind the Property and the Owners and successors in title to observe and perform the covenants herein.
- 3.2. The obligations of this Deed are conditional on the grant of the Planning Permission and the Commencement of the Development by the Implementation of the relevant part of the Development pursuant to the Planning Permission.

- 3.3. No persons shall be liable for a breach of covenant contained in this Deed after he shall have parted with his interest in the Property or the part in respect of which any liability has arisen which is the subject of a breach but without prejudice to liability for any existing breach of covenant prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Property in any transfer of the Property will constitute an interest for the purposes of this clause 3.3.
- 3.4. This Deed shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale but shall be binding on a purchaser from a mortgage in possession and for the avoidance of doubt, any legal charge taken over the Property in the future shall take effect subject to this deed PROVIDED THAT any new mortgagee shall have no liability under this deed unless it becomes a mortgagee in possession in which case it too will be bound by the planning obligations in this Deed as if it were a person deriving title from the Owner.
- 3.5. The provisions of this Deed are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owners) pursuant to the Contract (Rights of Third Parties) Act 1999.
- 3.6. Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a Planning Permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 3.7. The Owner consents to this Deed being entered into with the intention that its interest in the Property will be bound by the terms of this Deed.

4. EXPIRY MODIFICATION VARIATION OR AMENDMENTS OF PLANNING PERMISSION

- 4.1. If the Planning Permission shall expire before Implementation of Development or shall at any time be revoked this Deed shall forthwith determine and cease

to have effect.

- 4.2. Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed and this Deed shall not apply to development carried out under any planning permission other than the Planning Permission.

5. REGISTRATION

This Deed is a Local Land Charge and shall be registered as such by the Council.

6. SERVICE OF NOTICES

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Deed shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing.

7. REASONABLENESS

Where any agreement, certificate, consent, permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Deed the same shall not be unreasonably withheld or delayed.

8. COVENANTS

- 8.1. The Owners hereby covenant with the Council to perform the obligations as specified in paragraphs 1 and 2 of Schedule 1 and Schedule 2.
- 8.2. The Council covenants with the Owners in the terms set out in Schedule 4.

9. MISCELLANEOUS

- 9.1. Nothing in this Deed shall affect, bind or be enforceable against any individual person in respect of any completed Dwelling and its curtilage acquired or leased by them for residential occupation on the Property.
- 9.2. Nothing in this Deed is intended to restrict the exercise by the Council or County Council of any of their powers, statutory rights, discretions and responsibilities.
- 9.3. If any provision in this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 9.4. This Agreement is a Deed and is enforceable by the Council in relation to the obligations respectively entered into with each of them.
- 9.5. The Council will upon written request of the Owners at any time after the obligations of the Owners under this Deed have been fulfilled (and subject to the payment of the Council and County Council's reasonable and proper costs and charges) issue written confirmation thereof.
- 9.6. Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Deed shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or in default of the parties' agreement the arbitrator shall be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force.
- 9.7. The Owners shall pay the Council's legal fees incurred in relation to this Deed the sum of £405 (four hundred and five pounds).

- 9.8. This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

SCHEDULE 1
Owners' obligations

1. Notice of Commencement

To give written notice to the Council (via the Nominated Officer) and the County Council within 15 Working Days of the Commencement of Development confirming that the Development has begun.

SCHEDULE 2

The Owners' Covenants with the Council

The Owners covenant with the Council in the following terms:-

Off Site Leisure Contribution

1. To pay to the Council prior to the occupation of the 1st Dwelling the Off Site Leisure Contribution in the sum of £3,101.67 calculated in accordance with the following formula for occupancy ratios:
 - a. The sum of £216.90 per person calculated as follows:
 - i. Three bedroom Dwelling = 2.5 persons (2 units on site = £1,084.50);
 - ii. Four bedroom Dwelling = 3.1 persons (3 units on site = £2,017.17).
2. Not to Occupy or allow Occupation of the 1st Dwelling until the Off Site Leisure Contribution has been paid to the Council.

SCHEDULE 3 Covenants by the Council

1. Contributions

- 1.1 To pay any Contributions received into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 1.2 Not to use any part of the Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 1.3 In the event that the Contributions have not been spent or committed for expenditure by the Council within 5 years following the date of receipt of the Contributions in whole or any installments the Council shall refund to the Owners any part of the Contributions which has not been spent or committed for expenditure, together with any accrued interest.

SCHEDULE 4
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

Council Offices, Church Walk, Clitheroe, Lancashire, BB7
2RA

Telephone: 01200 Fax: 01200 414488
425111

Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2020/0215

DECISION DATE: DRAFT

DATE RECEIVED: 23/03/2020

APPLICANT:

John and Sue Barr
c/o Agent

AGENT:

Mr Daniel Hughes
PWA Planning
2 Lockside Office Park
Lockside Road
Preston
PR2 2YS

DEVELOPMENT Conversion of Public House to five dwellings.

PROPOSED:

AT: The Newdrop Stoneygate Lane Ribchester PR3 2XE

Ribble Valley Borough Council hereby give notice that **permission has been granted** for the carrying out of the above development in accordance with the application plans and documents submitted subject to the following condition(s):

1. The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason: Required to be imposed by Section 51 of the Planning and Compulsory Purchase Act 2004.

2. The permission shall relate to the development as shown on Plan References
Proposed Site and Location Plan 2991/025 Rev E received on 8/06/20.
Proposed Lower Ground Floor Plan 2991/021 Rev A received on 8/06/20
Proposed Ground Floor Plan 2991/020 Rev B received on 8/06/20
Proposed Upper Floor Plan 2991/022 Rev B received on 8/06/20
Proposed Elevation Plan Sheet 1 2991/023 Rev B received on 8/06/20
Proposed Elevation Plan Sheet 2 2991/024 Rev B received on 8/06/20

Reason: For the avoidance of doubt and to ensure that the development is carried out in accordance with the submitted plans.

APPLICATION NO. 3/2020/0215

DECISION DATE:

3. The approved landscaping scheme shall be implemented in the first planting season following occupation or use of the development and shall be maintained thereafter for a period of not less than 5 years to the satisfaction of the Local Planning Authority. This maintenance shall include the replacement of any tree or shrub which is removed, or dies, or is seriously damaged, or becomes seriously diseased, by a species of similar size to those originally planted.

Reason: In the interest of visual amenity.

4. Precise specifications or samples of walling and details of any surface materials to be used including their colour and texture shall have been submitted to and approved by the Local Planning Authority before their use in the proposed works.

Reason : In order that the Local Planning Authority may ensure that the materials to be used are appropriate to the locality.

5. All gates and associated mechanisms to be located outside the adopted highway and the gates to have physical restraints to prevent the gates from opening onto the adopted highway.

Reasons to ensure the adopted highway is not obstructed by the gates or are a hazard to other road users.

6. Before the access is used for vehicular purposes, that part of the access extending from the carriageway boundary for a minimum distance of 5m into the site shall be appropriately paved in tarmacadam, concrete, block pavements, or other approved materials.

Reasons: To prevent loose surface material from being carried on to the public highway thus causing a potential source of danger to other road users.

7. Before the development hereby permitted becomes operative the visibility splays measuring 2.4 metres back from the edge of the carriageway to the full extent of the curtilage in each direction on Stonegate Lane at the centre of the garage The land within these splays shall be maintained thereafter, free from obstructions such as walls, fences, trees, hedges, shrubs, ground growth or other structures within the splays in excess of 1.0 metre in height above the height at the centre line of the adjacent carriageway.

Reason: In the interest of highway safety.

8. For the full period of any ground works, facilities shall be available on site for the cleaning of the wheels of vehicles leaving the site and such equipment shall be used as necessary to prevent mud and stones being carried onto the highway. The roads adjacent to the site shall be mechanically swept as required during the full construction period.

Reasons; To prevent stones and mud being carried onto the public highway to the detriment of road safety.

APPLICATION NO. 3/2020/0215

DECISION DATE:

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9. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking, amending or re-enacting that Order) any future extensions and/or alterations to the dwelling including any development within the curtilage as defined in Schedule 2 Part 1 Classes A to H shall not be carried out without the formal written consent of the Local Planning Authority.

Reason: To enable the Local Planning Authority to exercise control over development which could materially harm the character and visual amenities of the development and locality.

Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission see the attached notes.
2. The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.
3. The Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development.
4. This permission shall be read in conjunction with the S106 Agreement dated

NICOLA HOPKINS
DIRECTOR ECONOMIC DEVELOPMENT & PLANNING

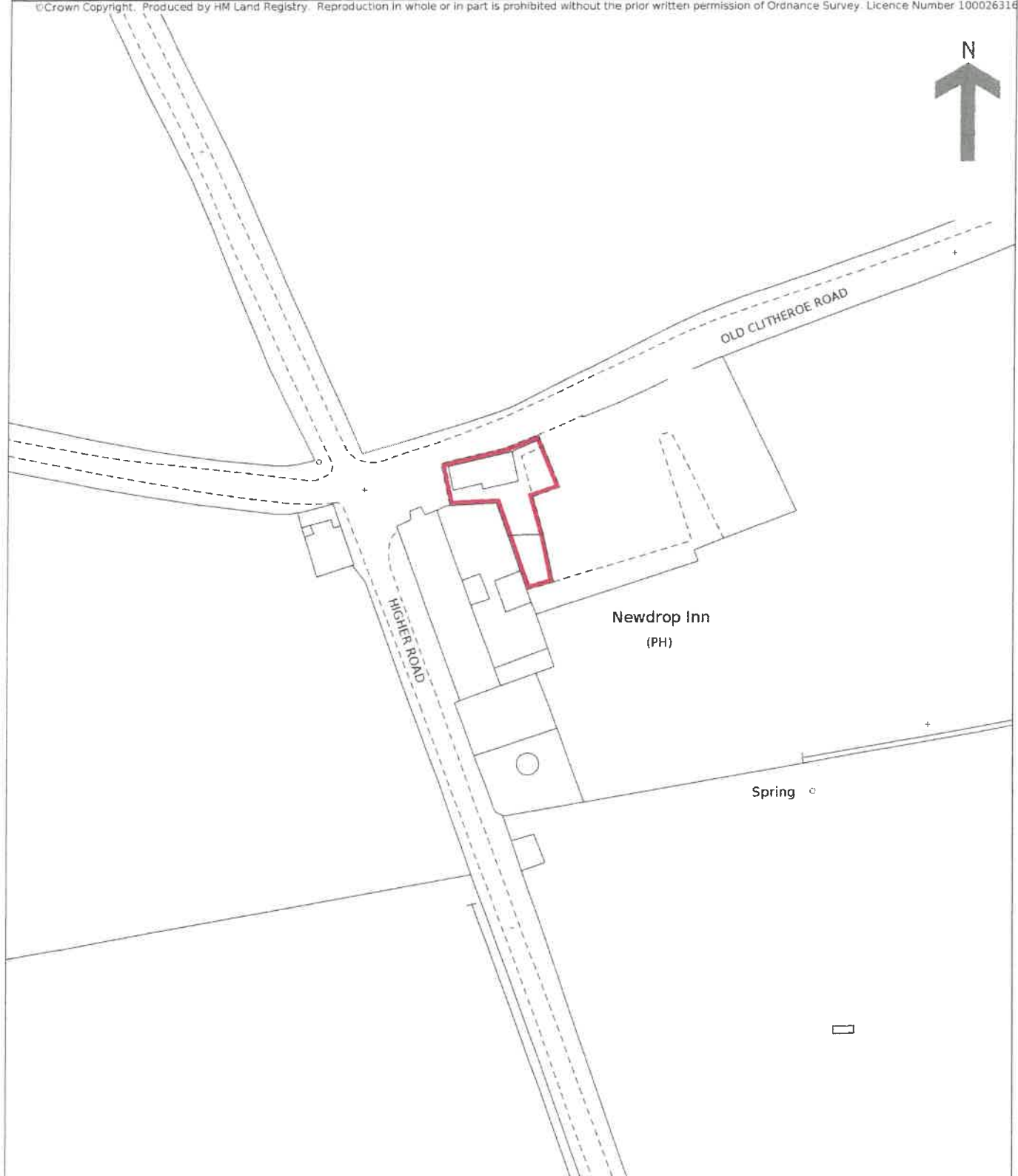


HM Land Registry
Official copy of
title plan

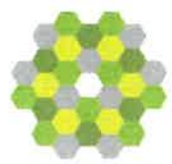
Title number **LA910918**
Ordnance Survey map reference **SD6439SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire : Ribble Valley**



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