

DATED

30th April

2012

RIBBLE VALLEY BOROUGH COUNCIL

-and-

LANCASHIRE COUNTY COUNCIL

-and-



AGREEMENT

Under Section 106 Town and Country Planning Act 1990

Relating to Land off

Chapel Close, Low Moor, Clitheroe

Head of Legal & Democratic Services

Ribble Valley Borough Council

Clitheroe

THIS AGREEMENT AND DEED is made the 30th day of April Two
Thousand and Twelve **BETWEEN RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church
Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") of the first part
LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1
8XJ (hereinafter called the "County Council") of the second part

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated.
- (2) The County Council is the local highway authority, the county planning authority and education authority for the area in which the Site is situated.
- (3) The Owners are the freehold owners of the Site.
- (4) The Company on the 20 May 2010 obtained an Option to Purchase the Site by way of an Option Agreement made between the Company and the Owners notice of which is registered at HM Land Registry upon the title to the Property.
- (5) The Company has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- (6) The Council resolved to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSETH as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1. In this Agreement the following words and expressions shall, unless the context otherwise requires have the meanings set opposite them:

"Act"

the Town and Country Planning Act 1990 as amended by Planning and Compensation Act 1991;

"Affordable Housing"	means housing that is affordable to local persons who cannot afford to rent or buy accommodation generally on the open market on readily available terms who have a need of local housing;
"Affordable Housing Units"	means the 16 (sixteen) residential units comprising the Rental Units and the Sale Units constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as rented housing where the lettings shall be under a form of tenancy prescribed by the Homes and Communities Agency;
"Application"	the application for outline planning permission dated 31 March 2011 submitted to the Council for the Development allocated reference number 3/2011/0247;
"Approved Person"	a person who is unable to resolve their housing needs in the private sector market on the basis of their income and in the case of Sale Units a person approved by the Council and the Registered Provider under the provisions of this Agreement and who meets the local connection criteria set out in clause 6;
"Commencement of Development"	the date on which any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development begins to be carried out other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence the Development' shall be construed accordingly;
"Contributions"	means together the Education Contributions, the Public Transport Contributions and the Wheeled Bin Contributions;
"Education Contributions"	means the combined Phase 1 Education Contribution, Phase 2 Education Contribution

"Index"

"Indexation Factor"

"Interest"

"Intermediate Rent"

"Homes and Communities Agency"

"Market Rent"

"Market Units"

"Occupation"

and Phase 3 Education Contribution;

means the BCIS General Building Cost Index

means the recalculation of a financial contribution to be made under this Agreement applying the following formula:

$$A \times \frac{B}{C} = D \quad \text{where:}$$

A= the Contributions payable under 17.3, 17.4, 17.5 of this Agreement

B= the figure shown in the BCIS General Building Cost Index for the period immediately prior to the date of payment of this Agreement

C= the figure shown in the BCIS General Building Cost Index for the period published before the date of this Agreement; and

D= the recalculated sum payable under this Agreement

means interest at 1 per cent above the base lending rate of The Royal Bank of Scotland plc from time to time

means 80% (eighty per cent) of the Market Rent;

the National Housing and Regeneration Agency;

the rent set by an independent valuer or agent appointed by the Registered Provider to establish a market rent for Units on the Development;

means that part of the Proposed Development which is general market housing for sale on the open market and which is not Affordable Housing;

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or in relation to security operations and "Occupied" shall have the same meaning;

"Phase 1"	means the development of the first 18 Units pursuant to the Planning Permission;
"Phase 1 Public Transport Contribution"	means the sum of £7,333;
"Phase 1 Education Contributions"	means the sum of £77,354;
"Phase 1 Wheeled Bin Contribution"	means the sum of £ 1,620;
"Phase 2"	means the development of a further 18 Units pursuant to the Planning Permission;
"Phase 2 Public Transport Contribution"	means the sum of £ 7,333;
"Phase 2 Education Contributions"	means the sum of £ 77,354 ;
"Phase 2 Wheeled Bin Contribution"	means the sum of £ 1,620;
"Phase 3"	means the development of the final 18 Units pursuant to the Planning Permission;
"Phase 3 Public Transport Contribution"	means the sum of £ 7,334;
"Phase 3 Education Contributions"	means the sum of £ 77,355;
"Phase 3 Wheeled Bin Contribution"	means the sum of £ 1,620;
"Phasing of Development"	the parties have agreed that no more than 50% (fifty per cent) of the Market Units shall be Occupied until the approved Affordable Housing Units are developed and transferred to a Registered Provider;
"Plan"	the plan annexed to this Agreement;
"Planning Permission"	means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the form of the draft at Annex 2.
"Potential Purchaser"	an Approved Person who wishes to purchase a Unit;
"Property"	means the land at Chapel Close, Low Moor, Clitheroe registered with Absolute Title at HM Land Registry under title numbers LAN117767

8 Units

"Development"

"Public Transport Contributions"

8 Units

"Registered Provider"

3 Units

"Rental Units" (Affordable Rent)

in 50%
shall be
housing
to

"Sale Units"

subject
Council
in the

"Shared Ownership Accommodation"

"Shared Ownership Lease"

have a

"Site"

Moor,
at HM
17767

"Staircasing"

and LA895396 shown edged red on the Plan

means the erection of 38 Market Units and 16 Affordable Housing Units in accordance with the Application;

means the combined Phase 1 Public Transport Contribution, Phase 2 Public Transport Contribution and Phase 3 Public Transport Contribution, which includes payment of a commuted sum for future maintenance;

means a Housing Association approved by the Council (such approval not to be unreasonably withheld) being a Registered Social Landlord or other body recognised and registered with the Homes and Communities Agency (which shall include any successor body) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008;

six (6 No.) of units being two-bedroom units let at a rent calculated in accordance with the Government Guidance on Affordable Rent as issued by the Homes and Communities Agency which governs rents to be charged by all Social Landlords or Local Authorities;

three (3 No.) two bedroomed Elderly Persons bungalows, three (3 No.) two-bedroom houses, three (3 No.) of three bedroomed houses and one (1 No.) 4 bedroomed house which are offered for sale in accordance with the provisions of Clause 5.2 and 5.3;

where a Unit is owned part by the Registered Provider and part by an Approved Person;

a lease of a Unit of Shared Ownership Accommodation to an Approved Person;

the land against which this Deed may be enforced as shown edged red on the Plan at Annex 1.

where an occupant of a shared ownership unit increases their percentage of equity in the

	property;
"Unit"	a unit of property on the development;
"Wheeled Bin Contributions"	means the combined Phase 1 Wheeled Bin Contribution, Phase 2 Wheeled Bin Contribution and Phase 3 Wheeled Bin Contribution;
"Working Days"	any day of the week excluding Saturdays Sunday and any Bank Holidays.

1.2. INTERPRETATION

1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital , clause, paragraph or schedule in this deed so numbered.

1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits

1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

1.2.4 Wherever an obligation fails to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.

1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under the Act or deriving validity from it.

1.2.6 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their statutory functions.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement

2. LEGAL BASIS

2.1 This Deed is made pursuant to Section 106 of the act.

2.2 The terms of this Deed create planning obligations binding on the Owners pursuant to Section 106 of the Act and are enforceable as such by the Council and the County Council as local planning authorities.

3. CONDITIONS, DURATION AND ENFORCEMENT

3.1 Condition precedent

This Deed is conditional upon:

3.1.1 the grant of Planning Permission, and

3.1.2 the Commencement of Development

save for the provisions of clause 11, Provisions of Immediate Effect, which shall come into effect immediately upon completion of this Deed

3.2 Duration

3.2.1 This Deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owners, it is modified by any statutory procedure or expires before the Commencement of the Development.

3.2.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after parting with his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

3.2.3 Nothing in this Deed shall prevent compliance with any obligation pursuant to it before that obligation comes into effect under this clause 3, and no such early compliance shall amount to a waiver of the effect of this clause 3.

3.3 Other development

Nothing in this Deed 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 Deed.

4. COVENANTS

- 4.1. THE Owners hereby covenant with the Council and the County Council pursuant to section 106 of the Act that the Site shall be subject to the obligations set out in this agreement and that the Company shall duly carry out and perform such obligations.
5. THE Owners and the Company covenant as follows:
 - 5.1. Rental Units will be allocated by 100% nomination arrangements to an Approved Person nominated by the Council in accordance with the allocations policy of the Council.
 - 5.2. On completion of the construction of the Proposed Development (to be developed in accordance with the defined "phasing of development" or as soon as possible thereafter the Owner shall:
 - 5.3. transfer the Affordable Housing Units to the Registered Provider
 - 5.3.1. ensure that the Sale Units are used for Shared Ownership Accommodation to meet the objectives of the Registered Provider as a Registered Social Landlord established by the Housing Act 1996
 - 5.3.2. Shared Ownership Leases shall be granted to an Approved Person and each such Approved Person shall use the Sale Unit as his own and only residence and shall not be permitted to sublet without the written consent of the Registered Provider
 - 5.3.3. The rent level on the percentage equity retained by the Registered Provider under the Shared Ownership Lease shall be determined for the time being by the Homes and Communities Agency and in the absence of such determination at a rent level comparable with rent levels set for similar comparable New Build HomeBuy property in the area.
 - 5.3.4. the Approved Person shall be required to purchase a minimum % equity share based on the maximum that they can afford (in accordance with new HCA Guidelines) and will then have the option to purchase additional equity share to a maximum of 100% (One Hundred Percentage)
 - 5.3.5. Any Sale Unit of the Site may be let by the Registered Provider at an Intermediate Rent for a maximum period of five years under the Registered Provider's Intermediate Rent Scheme

- 5.3.6. Not to allow Occupation of any Affordable Housing Unit otherwise than in accordance with the covenants and terms contained in this Agreement other than by agreement with the Council.

6. QUALIFYING CRITERIA

- 6.1. In selecting an Approved Person for the units for sale, the Council and the Registered Provider shall have regard to the following in order of priority:-

- 6.2. Firstly buyers who can demonstrate a housing need requirement for the type of Unit who are either:

- 6.2.1. Currently living in the Borough of Ribble Valley for more than 10 years or

Currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or

Currently living in Borough of Ribble Valley and have done so continually for a minimum of 12 months or

- 6.2.2. Currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid

- 6.2.3. Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children

- 6.2.4. Persons who are former residents of the borough of Ribble Valley who have moved from the Borough of Ribble Valley because of a lack of affordable housing in the Borough.

- 6.3. In the event that the Registered Provider is unable to dispose of any Affordable Housing Unit to an Approved Person because it is unable to find a person who meets the definition of Approved Person in this Agreement then the Registered Provider shall use reasonable endeavours to market the Affordable Housing Unit to a potential Approved Person for a period of at least six months. If at the end of the period of six months in which an Affordable Housing Unit has been marketed and no Approved Person has been identified then the Registered Provider may dispose of the Affordable Housing Unit to a person who is not an Approved Person.

7. ELIGIBILITY CRITERIA: FINANCIAL

7.1 The Registered Provider will ensure that the Approved Persons demonstrate that they:

- 7.1.1. do not have sufficient income to purchase the same type of Unit on the open market
- 7.1.2. have satisfactory credit history containing no County Court Judgements or Insolvency proceedings within the past six years credit history report
- 7.1.3. have sufficient funds to cover the legal costs and disbursements involved in the purchase

8. ELIGIBILITY CRITERIA: INCOME

8.1. The Registered Provider will also:

- 8.1.1. impose upper income brackets per household for purchasers of each Unit in accordance with Homes and Communities Agency regulations and guidance
- 8.1.2. ensure income levels are verified via wage slips/P60's

9. ELIGIBILITY CRITERIA: LOCAL CONNECTION

- 9.1. if relevant verify local connection based on employment by way of references/ confirmation of employment history and confirmation of permanence of employment will be required from an employer
- 9.2. if relevant verify five out of the last ten years connection by placing the onus on the Approved Person to provide suitable supporting evidence e.g. council tax records, electoral roll records
- 9.3. If relevant ensure local connection is established by reference to the electoral roll at a specific date in time

PROVIDED THAT should the Council and the Registered Provider be unable to nominate an Approved Person to any mortgagee of the Registered Provider (or the Registered Provider's successors in title or mortgagee of persons deriving title through the Registered Provider who has exercised its power of sale under any mortgage or charge of the Property or any Affordable Housing Unit comprising the Property) within two months of a request by such mortgagee in possession the mortgagee in possession shall be free to sell the Affordable Housing Unit on the open market

10. NON-ENFORCEMENT

- 10.1. None of the obligations imposed by this Agreement in relation to the Proposed Development shall apply to:

- 10.1.1. Any mortgagee or chargee of the Registered Provider (provided that such mortgagee or chargee has for a period of at least three months first used all reasonable endeavours to procure the transfer of the Proposed Development to a Registered Social Landlord)
- 10.1.2. The mortgagee or chargee of any Approved Person who has been granted a Shared Ownership Lease of the Sale Units
- 10.1.3. Any successor in title to any mortgagee of persons/organisations specified at 10.1 and 10.2 above
- 10.1.4. Any purchaser from or successor in title to any mortgagee of a person who has exercised his right to staircase out.
- 10.1.5. Any Approved Person who has exercised their Right to Acquire or Right to Buy

11. PROVISIONS OF IMMEDIATE EFFECT

- 11.1. On completion of this Deed the Company shall pay to the County Council the reasonable legal costs incurred in the negotiations, preparation and execution of this Deed of no more than £250.00 and the Council's reasonable legal costs in the sum of £350.00.
- 11.2. A person who is not party to this Agreement or a successor in title shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.
- 11.3. The Owners agree with the Council and County Council to give the Council and the County Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged, the notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12. NOTICES

- 12.1. Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the Strategic Housing Officer for the time being of the Council at the address of the Council shown on the first page of this Agreement, to the ENV EPP Customer Services Area Customer Services East, Lancashire County Council, Willows Lane, Accrington, BB5 5RT in respect of Public Transport Contributions and to the Provision Planning Team, Schools Capital and Development, CYP at the address of the County Council shown on the first page of this Agreement in respect of Education Contributions or at such address as may from time to

time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement

13. RECORDS

- 13.1. The Registered Provider shall maintain records enabling them to supply to the Council and the County Council (within four weeks of the Council and the County Council written request to do so) such information as the Council and the County Council may reasonably require in connection with this agreement

14. LOCAL LAND CHARGE

- 14.1. This Deed shall be registered as a local land charge by the Council and the Council shall immediately after the date of this Deed register it as such.
- 14.2. Following the performance and satisfaction of all the obligations contained in this Deed, the Council shall immediately effect the cancellation of all entries made in the Register of Local Land Charges in respect of this deed.

15. JURISDICTION AND LEGAL EFFECT

- 15.1. This deed shall be governed by and interpreted in accordance with the law of England and Wales.
- 15.2. The Courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising or related to this Agreement.
- 15.3. In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.
- 15.4. No waiver (whether expressed or implied) by the Council (or the County Council or Owner) of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council (or the County Council or Owner) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 15.5. Subject to clause 15.8, if any dispute arises relating to or arising out of the terms of this agreement, any party (which for the purposes of this clause 15.5 shall include the Council and the County Council) may serve written notice upon the other parties requiring the dispute to be determined under this clause 15.5. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- 15.6. For the purposes of this clause 15.6 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 15.7. Any dispute over the type of specialist appropriate to resolve the dispute may be referred to at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 15.8.
- 15.8. Any dispute over the identity of the Specialist is to be referred to at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange this nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 15.9. The Specialist is to act as an independent expert and:
- 15.9.1. each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
 - 15.9.2. each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 15.9.3. the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 15.9.4. the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 15.9.5. the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 15.9.6. the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
 - 15.9.7. Responsibility for the costs of referring a dispute to a Specialist under this clause 14, including costs connected with the appointment of the Specialist and the Specialist's

own costs, and the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

15.9.8. This clause 15 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

16. INDEXATION, INTEREST AND VAT

16.1.1. Any Contributions required to be made under Clause 17.3, and 17.4 to the County Council shall be increased by the Indexation Factor.

16.1.2. If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the date of payment.

16.1.3. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

17. CONTRIBUTIONS

17.1. Payment of the Contributions required to be made under this Deed shall be made on the following basis:

17.1.1. Upon receipt by the County Council the Contributions shall be deposited in an interest bearing account

17.1.2. And all such interest (less tax and reasonable administrative costs or fees) is to be credited to that account

17.2. The principal sum and interest in the account shall be applied by the County Council receiving payment as soon as reasonably practicable towards the purposes specified below provided that if the whole or any part of such funds in Phase 3 Public Transport Contributions, and Phase 3 Education Contributions has not been expended or committed for expenditure pursuant to a resolution by the County Council, for such purposes at the expiration of 5 years of the date of payment of the sum the unexpended balance together with any interest in the account less any tax shall forthwith be repaid to the person who paid the contribution

17.3. Education Contributions

17.3.1. The Company covenants with the County Council to pay the Education Contributions as follows:

17.3.1.1. The Phase 1 Education Contributions on the first Occupation of a Unit in Phase 1;

17.3.1.2. The Phase 2 Education Contributions on the first Occupation of a Unit in Phase 2;

17.3.1.3. The Phase 3 Education Contributions on the first Occupation of a Unit in Phase 3;

17.3.2. The County Council covenants to use the Education Contributions towards school provision within 3 miles of the development.

17.4. Public Transport Contributions

17.4.1. The Company covenant with the County Council to pay the Public Transport Contributions as follows:

17.4.1.1. The Phase 1 Public Transport Contribution on the first Occupation of a Unit in Phase 1;

17.4.1.2. The Phase 2 Public Transport Contribution on the first Occupation of a Unit in Phase 2;

17.4.1.3. The Phase 3 Public Transport Contribution on the first Occupation of a Unit in Phase 3.

17.4.2. The County Council covenants to use the Public Transport Contribution towards the cost of upgrading the existing bus stop at St Ann's Court and the provision of a new bus stop at Union Street and the commuted sum for future maintenance.

17.5. Wheeled Bin Contributions

17.5.1. The Company covenants with the Council to pay the Wheeled Bin Contributions as follows:

17.5.1.1. The Phase 1 Wheeled Bin Contribution on the first Occupation of a Unit in Phase 1;

17.5.1.2. The Phase 2 Wheeled Bin Contribution on the first Occupation of a Unit in Phase 2;

17.5.1.3. The Phase 3 Wheeled Bin Contribution on the first Occupation of a Unit in Phase 3;

17.5.2. The Council covenants to use the Wheeled Bin Contributions towards the administration and delivery costs of providing wheeled Bins at the Proposed Development.

18. The Company hereby undertakes to the Council and the County Council that in the event of the Planning Permission being granted and upon Commencement of the Development they will comply with the following obligations:
- 18.1. To give written notice within 15 Working Days of the Commencement of Development confirming that the Development has begun.
- 18.2. To give written notice within 15 Working Days of the completion of the first Unit
- 18.3. To give written notice of first occupation of a Unit to the Council and the County Council as follows:
- 18.3.1. within 15 Working Days prior to the first Occupation of a Unit in Phase 1
- 18.3.2. within 15 Working Days prior to the first Occupation of a Unit in Phase 2
- 18.3.3. within 15 Working Days prior to the first Occupation of a Unit in Phase 3
19. The expressions "the Council" and "the County Council" and "the Owners" and "the Company" shall include their respective successors in title and assigns and shall include any persons or mortgagees of such persons deriving title through or under them **PROVIDED THAT** no such person (including the parties hereto) shall be liable for any breaches occurring after they have disposed of their interest in the Property or the relevant part or parts thereof
- IN WITNESS** whereof the parties have executed as a Deed the day and year first before written

ANNEX 1

PLAN

CHAPEL CLOSE, LOW MOOR, CLITHEROE.



ENCLOSURES

- 1. Site plan showing proposed scheme
- 2. Access plan
- 3. Site plan showing proposed scheme
- 4. Access plan

KEY

- Proposed scheme
- Existing scheme
- Proposed scheme
- Existing scheme



SCHEDULE OF ACCOMMODATION		
REF	SQ. FT.	NO.
A	250	2
B	1100	11
C	1200	16
D	1300	10
E	900	1
F	1850	1
G	1350	2
H	1350	1
I	1020	1
J	860	3
K	721	3
L	721	3
M	721	3
N	721	3
TOTAL		54

STRATEGIC LAND GROUP LTD

mck associated limited

CHAPEL CLOSE, LOW MOOR, CLITHEROE.

INDICATIVE SITE LAYOUT

10-117	AL001	A
10-117	AL001	A

A2

PLANNING

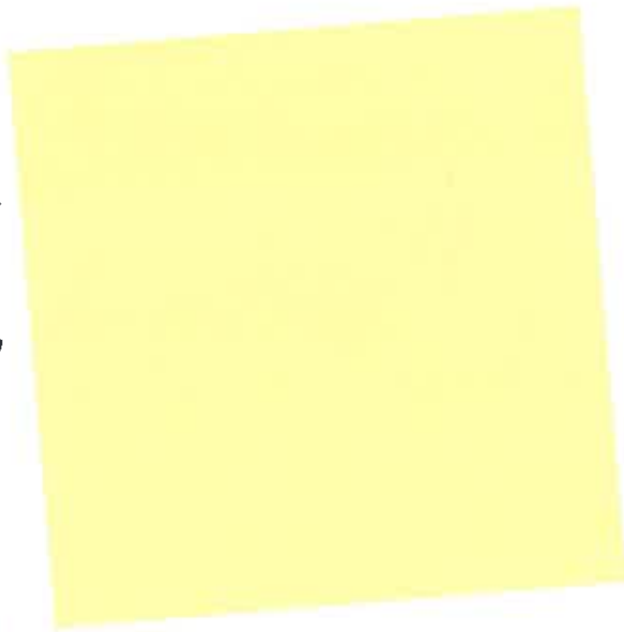
[Handwritten signature]





21442

Authorized Signatory



ANNEX 2
DRAFT PLANNING PERMISSION

TRIBBLE VALLEY BOROUGH COUNCIL

Department

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

Telephone: 01200 425111 Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

OUTLINE PLANNING PERMISSION

APPLICATION NO: 3/2011/0247

DECISION DATE: draft

DATE RECEIVED: 05/04/2011

APPLICANT:

Strategic Land Group Limited

Bowdell House

2AO M: P Dover

3 King Street

Salford

Lancs

M3 7DG

AGENT:

PARTICULARS OF DEVELOPMENT: Outline application proposing the erection of 38no. market dwellings and 16no. affordable dwellings

AT: land off Chapel Close Low Moor Clitheroe Lancashire BB7 2ND

Ribble Valley Borough Council hereby give notice in pursuance of provisions of the Town and Country Planning Act 1990 that **outline planning permission has been granted** for the carrying out of the development referred to above in accordance with the application and plans submitted subject to the following conditions:

Application for approval of reserved matters must be made not later than the expiration of 3 years beginning with the date of this permission and the development must be begun not later than whichever is the latter of the following dates:

(a) the expiration of 3 years from the date of this permission; or

(b) the expiration of 2 years from final approval of the reserved matters, or in the case of approval of different dates, the final approval of the last such matter to be approved.

REASON: In order that the Local Planning Authority shall be satisfied as to the details and because the application was made for outline permission and comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

Detailed plans indicating the design and external appearance of the buildings, landscape and boundary treatment, parking and manoeuvring arrangements of vehicles, including a contoured site plan showing existing features, the proposed slab floor level and road level (called the reserved matters) shall be submitted to and approved by the Local Planning Authority before development commences.

REASON: To comply with Policy G1 of the Ribble Valley Districtwide Local Plan and in order that the Local Planning Authority should be satisfied as to the details and because the application was made for outline permission.

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2011/0247

DECISION DATE: draft

- 3 This outline planning permission shall be read in conjunction with the Legal Agreement dated ...

REASON: For the avoidance of doubt as the application is subject of an agreement

- 4 Prior to commencement of development a scheme identifying how a minimum of 10% of the energy requirements generated by the development will be achieved by renewable energy production methods, shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall then be provided in accordance with the approved details prior to occupation of the development and thereafter retained.

REASON: In order to encourage renewable energy and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan

- 5 No development approved by this permission shall be commenced until a scheme for the provision of surface water drainage works has been approved by the Local Planning Authority. The scheme shall be completed in accordance with the approved plans.

REASON: In order to comply with Policy G1 of the Ribble Valley Districtwide Local Plan in order to reduce the increased risk of flooding by ensuring the provision of a satisfactory means of surface water disposal

- 6 No development approved by this permission shall be commenced until a scheme for the provision and implementation of a surface water regulation system has been approved by the Local Planning Authority. The scheme shall be completed in accordance with the approved plans

REASON: In accordance with Policy G1 of the Ribble Valley Districtwide Local Plan to reduce the increased risk of flooding

P.T.O.

No development approved by this planning permission shall be commenced until:

a) A desktop study has been undertaken to identify all previous site uses, potential contaminants that might reasonably be expected given those uses and other relevant information. Using this information and diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors has been produced.

b) A site investigation has been designed for the site using the information obtained from (a) above. This should be submitted to, and approved in writing, by the Local Planning Authority prior to that investigation being carried out on the site.

c) The site investigation and associated risk assessment have been undertaken in accordance with details approved in writing by the Local Planning Authority.

d) A Method Statement and Remediation Strategy, based on the information obtained from (c) above has been submitted to and approved in writing by the Local Planning Authority.

The development shall then proceed in strict accordance with the measures approved. Work shall be carried out and completed in accordance with the approved Method Statement and Remediation Strategy referred to in (d) above, and to a timescale agreed in writing by the Local Planning Authority; unless otherwise agreed in writing by the Local Planning Authority.

If during development, contamination not previously identified, is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an addendum to the Method Statement. This addendum to the Method Statement must detail how this unsuspected contamination shall be dealt with.

Upon completion of the remediation detailed in the Method Statement a report shall be submitted to the Local Planning Authority that provides verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post remediation sampling and monitoring results shall be included in the report to demonstrate that the required remediation has been fully met. Future monitoring proposals and reporting shall also be detailed in the report.

REASON: In accordance with Policy G1 of the Ribble Valley Districtwide Local Plan to:

a) Identify all previous site uses, potential contaminants that might reasonably be expected given those uses and the source of contamination, pathways and receptors.

b) Enable

A risk assessment to be undertaken;
Refinement of the conceptual model; and
The development of a Method Statement and Remediation Strategy.

c) & d) Ensure that the proposed site investigation and remediation strategy will not cause pollution of ground and surface waters both on and off site

P.I.O.

**RIBBLE VALLEY BOROUGH COUNCIL
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- 8 This permission shall relate to the Phase 1 survey report dated March 2011 submitted with the application. All details shall comply fully with that report.

REASON: To protect and conserve the habitats identified on site in accordance with Policy ENV7 of the Ribble Valley Districtwide Local Plan.

- 9 The submission of reserved matters in respect of scale, appearance and landscaping and implementation of development shall be carried out in substantial accordance with the Design and Access Statement and the Indicative Site Layout drawing no. AL001 Rev A as amended dated 8 June 2011.

REASON: For the avoidance of doubt to define the scope of this permission.

- 10 The new estate road/access shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads to at least base course level before any development takes place within the site.

REASON: To comply with Policies G1 and T1 of the Ribble Valley Districtwide Local Plan and to ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative.

- 11 Prior to commencement of construction works, facilities shall be provided within the site by which means the wheels of vehicles may be cleaned before leaving the site, the wheel cleaning facilities shall be retained throughout the life of the development.

REASON: To comply with Policy G1 of the Ribble Valley Districtwide Local Plan and to avoid the possibility of the public highway being affected by the deposit of mud and/or loose materials thus creating a potential hazard to road users.

- 12 Tree felling, vegetation clearance works, demolition work or other works that may affect nesting birds shall be avoided between March to August. In the event that works are carried out during the nesting period a comprehensive risk assessment in order to establish the absence/presence of nesting birds shall be submitted to the Local Planning Authority prior to any works taking place for approval in writing and any mitigation measures outlined therein shall be carried out to the satisfaction of the Local Planning Authority.

REASON: In the interests of protecting nature and conservation issues in accordance with Policies G1, ENV7 and ENV10 of the Ribble Valley Districtwide Local Plan.

- 13 Prior to commencement of development a landscape management plan including long term design objectives, timing of the works, management responsibilities and maintenance schedules for all landscape areas (other than within curtilages of buildings) including the public open space area shall be submitted to and approved in writing by the Local Planning Authority. The management plan shall also provide precise details of any play equipment and its maintenance and indicate a timescale when the open space shall be provided and made available for use. The landscape management plan shall be carried out in accordance with the details so approved.

REASON: In the interests of residential and visual amenity in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

P.I.O.

TRIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION

APPLICATION NO: 3/2011/0247

DECISION DATE: draft

The plans and particulars submitted in accordance with condition 2 above shall include an Arboricultural Method Statement and Tree Protection Plan (including a tree protection monitoring schedule) detailing special mitigation construction issues in accordance with BS5837 as outlined in the Arboricultural Impact Assessment submitted in support of this application. The development shall thereafter be carried out in strict accordance with the procedures, working methods and protection measures so identified and approved unless agreed otherwise in writing by the Local Planning Authority.

REASON: In order to ensure that any trees affected by development considered to be of visual, historic or botanical value are afforded maximum physical protection from the adverse effects of development in accordance with Policies G1 and ENV13 of the Ribble Valley Districtwide Local Plan.

No part of the development hereby approved shall commence until a scheme for the construction of the site access and the off-site works of highway improvement has been submitted to and approved in writing by the Local Planning Authority in consultation with the highway authority.

REASON: To comply with Policies G1 and T1 of the Ribble Valley Districtwide Local Plan in order to satisfy the Local Planning Authority and the Highway Authority that the final details of the highway scheme/work are acceptable before work commences on site.

The proposed garages shall not be used for any purpose (including any purpose incidental to the enjoyment of the dwellinghouse) which would preclude their use of the parking of a private motor vehicle.

REASON: To facilitate adequate vehicle parking facilities to serve the dwelling in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

Relevant Planning Policy

- Policy G1 - Development Control.
- Policy G5 - Settlement Strategy
- Policy ENV3 - Development in Open Countryside.
- Policy H20 - Affordable Housing - Villages and Countryside.
- Policy H21 - Affordable Housing - Information Needed.
- Policy R18 - Open Space Provision.
- Policy T1 - Development Proposals - Transport Implications.
- Policy T7 - Parking Provision.
- Affordable Housing Memorandum of Understanding.
- Policy DP1 - Spatial Principles, North West of England Regional Spatial Strategy to 2021.
- Policy DP2 - Promote Sustainable Communities, North West of England Regional Spatial Strategy to 2021.
- Policy DP7 - Promote Environmental Quality, North West of England Regional Spatial Strategy to 2021.
- Policy L1 - Health, Sport, Recreation, Cultural and Educational Services Provision, North West of England Regional Spatial Strategy to 2021.
- Policy L4 - Regional Housing Provision, North West of England Regional Spatial Strategy to 2021.
- Policy L5 - Affordable Housing, North West of England Regional Spatial Strategy to 2021.
- PPS1 - Delivering Sustainable Development.
- PPS3 - Housing.
- PPS7 - Sustainable Development in Rural Areas
- PPG13 - Transport.
- PPG17 - Planning for Open Space, Sport and Recreation.
- PPS22 - Renewable Energy.
- PPS25 - Development and Flood Risk.

SUMMARY OF REASONS FOR APPROVAL

The proposal has no significant detrimental impact on nearby residential amenity nor would it have an adverse visual impact. P I.O.

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- Policy DP7 - Promote Environmental Quality, North West of England Regional Spatial Strategy to 2021
- Policy L1 - Health, Sport, Recreation, Cultural and Educational Services Provision, North West of England Regional Spatial Strategy to 2021.
- Policy L4 - Regional Housing Provision, North West of England Regional Spatial Strategy to 2021.
- Policy L5 - Affordable Housing, North West of England Regional Spatial Strategy to 2021.
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SUMMARY OF REASONS FOR APPROVAL

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**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2011/0247

DECISION DATE: draft

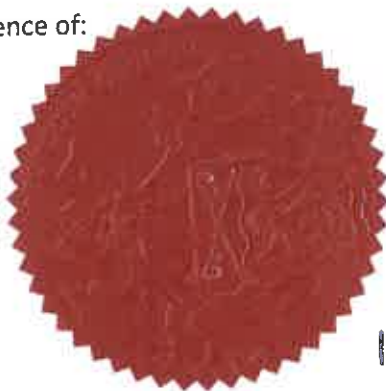
Note(s)

- 1 For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent 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 granting of planning permission does not entitle a developer to obstruct a right of way and any proposed stopping up or diversion of a right of way should be the subject of an Order under the appropriate Act.
- 4 This site must be drained on a separate system, with only foul drainage connected into the foul sewer. Surface water should discharge to the soakaway/SUDS as stated on the application form and may require the consent of the Environment Agency.
- 5 This consent requires the construction, improvement or alteration of an access to the public highway. Under the Highways Act 1980 Section 184 the County Council as Highway Authority must specify the works to be carried out. Only the Highway Authority or a contractor approved by the Highway Authority can carry out these works and therefore before any access works can start you must contact the Environment Directorate for further information by telephoning Area Surveyor East 01254 823831 or writing to the Area Surveyor East, Lancashire County Council, Area Office, Riddings Lane, Whalley, Clitheroe BB7 9RW quoting the planning application number.

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**

THE COMMON SEAL of RIBBLE VALLEY

BOROUGH COUNCIL was hereunto affixed to
this Deed in the presence of:



1249

Mayor
Chief Executive



THE COMMON SEAL of LANCASHIRE

COUNTY COUNCIL was hereunto affixed to
this Deed in the presence of:



ed Signatory

21442

SIGNED AS A DEED
In the presence of

Witness →

EXECUTED AS A DEED BY
STRATEGIC LAND (LOW MOOR) LIMITED

Acting by:

Director

Director/Secretary

