Hey Road in Ashbuss Close

DATED 2nd February 2012 ~~2011~~

[redacted]

- and -

RIBBLE VALLEY BOROUGH COUNCIL

- and -

BARROW BROOK DEVELOPMENTS LLP

SECTION 106 PLANNING AGREEMENT TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO LAND KNOWN AS

LAND AT BARROW BROOK, BARROW, CLITHEROE

SLM/9.11.11

THIS AGREEMENT is made the 2nd day of February ~~2011~~ 2012.

BETWEEN

1. [redacted] of 'the

2. [redacted] The

and

3 **LANCASHIRE COUNTY COUNCIL** of County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the County Council")

and

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

and

5. [redacted] ber. after

WHEREAS

(1) The Owner is the freehold owner of land at Barrow Brook, Barrow, Clitheroe the title of which land is registered at HM Land Registry under numbers LAN49236 and LAN33017 and shown edged red on Plan 1 attached hereto ("the Property")

(2) The Property is subject to a Legal Charge dated the 8th day of December 2009 made between the Owner and the Mortgagee

(3) 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 Agreement is enforceable

(4) The County Council is the education authority for the area within which the Property is situated by whom the obligations contained in schedule 3 are enforceable

(5) The Developer on the 19th day April of Two thousand and eleven applied to the Council for planning permission for a development comprising 37

residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2011/0307

(6) The Council is satisfied that the development is such as may be approved by it under the Act of 1990 (as amended) but subject to the Owner entering into this Planning Obligation Agreement in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")

IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

1.1 In this Agreement unless the context otherwise requires:

Affordable Housing

"Affordable Housing" means housing that is affordable to local persons who cannot afford to rent or buy accommodation generally available on the open market on readily available terms who have need of local housing

Affordable Rented Housing

"Affordable Rented Housing " means the Residential Unit constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as affordable rented housing where the lettings shall be made under a form of tenancy prescribed by the Homes and Communities Agency and at a rent equal to or less than the prevailing affordable rent (inclusive of applicable service charges) permitted by the Homes and Communities Agency which shall normally be 80% of the open market rental value (or the maximum amount of local housing allowance payable for the Dwelling if this is lower than the calculated 80% figure). The Affordable Rented Housing (as identified on Plan 2 attached) shall comprise:

- 2 X 2 Bedroom Houses
- 2 X 3 Bedroom Houses

Affordable Housing Unit

"Affordable Housing Unit" means each unit of Affordable Housing to be constructed on the property pursuant to the Planning Permission and which in total will comprise 4 (four) Affordable Rented Housing units and 7 (seven) Shared Ownership Housing units.

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2011/0307 for residential use and associated amenities on the Property

Development

"Development" means such development as may be authorised by the Planning Permission

Dispose

"Dispose" means in relation to the transfer of an interest in property the transfer of a freehold interest or of a Leasehold interest of 99 years or more

Education Contribution

Shall mean the sum of £165,639 increased by the Indexation Factor from the date 2 years from the date hereof unless it has been paid prior to that date

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 sol 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

'Index'

"Index means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors (RICS) or any successor body (or such other index replacing the same)

'Indexation Factor'

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

$$\frac{A \times B}{C} = D$$

where:

A = the contributions payable under Schedule 3 of this Agreement

B = the figure shown in the BCIS All-in Tender Price Index for the period immediately prior to the date of payment under this Agreement.

C = the figure shown in the BCIS All-in Tender Price Index for the period published before the date of this Agreement and

D = the recalculated sum payable under this Agreement.

Market Dwellings

"Market Dwellings" means Residential Units excluding any Affordable Housing Units

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

Plan 1

"Plan 1" means the Property location plan annexed hereto.

Plan 2

"Plan 2" means the planning layout identifying the location of the Affordable Housing Units.

Planning Permission

"Planning Permission" means the Planning Permission granted pursuant to the Application. A draft of which is set out in Schedule 5.

Registered Provider

"Registered Provider" means St Vincent's Housing Association or another housing association approved by the Council, such approval not to be unreasonably withheld, being a registered social landlord or other body recognised by the Homes and Communities Agency (which shall include any successor in title) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008.

Residential Unit

"Residential Unit" means any unit including house, flat or maisonette to be constructed on the Property pursuant to the Planning Permission primarily for the purpose of residential occupation

Scheme Development Standard

"Scheme Development Standard" means dwellings constructed in accordance with the 2010 Editions of the Building Regulations Approved Documents including an element for provision of renewable energy and to a specification to be agreed between the RP and the Developer.

Shared Ownership Housing

"Shared Ownership Housing" means the residential units constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as Shared Ownership Housing. Each occupier may acquire an interest in the Dwelling of between 25% and 80% and may staircase up to 100% of the Open Market Value of the Dwelling in increments at times of his/her election the balance of the equity in the Dwelling being let to the occupier at a rent equal to or less than that permitted by the Homes and Communities Agency. The Affordable Rented Housing (as identified on Plan 2 attached) shall comprise:

- 4 X 2 Bedroom Houses
- 3 X 3 Bedroom Houses

Interpretation

1.2 The headings in this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever

1.3 Unless the context requires otherwise reference to this Agreement to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Agreement

1.4 Where any part to this Agreement comprises two or more persons any obligation on the part of that party contained or implied in this Agreement 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

1.5 A reference to any statue 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

1.6 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

2 **Enforceability**

2.1 This Agreement is a Planning Obligation with the intent to bind the Property and the Owner and Successors in Title to observe and perform the covenants herein

2.2 The obligations of this Agreement shall take effect on the implementation of the relevant part of the development pursuant to the Planning Permission

2.3 No persons shall be liable for a breach of covenant contained in this Agreement after he shall have parted with his interest in the Property or the part in respect of which such a breach occurs but without prejudice to liability for any existing breach of covenant prior to parting with such interest

2.4 This Agreement shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale

2.5 The provisions of this Agreement 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 Owner) pursuant to the Contract (Rights of Third Parties) Act 1999

3 **Expiry Modification Variation or Amendments of Planning Permission**

3.1 If the Planning Permission shall expire before implementation of Development or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect

3.2 Nothing in this Agreement 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 Agreement and this Agreement shall not apply to development carried out under any planning permission other than the Planning Permission

4 **Registration**

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

5 **Service of Notices**

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 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

6 **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 Agreement the same shall not be unreasonably withheld or delayed

7 **Covenants**

7.1 The Owner hereby covenants with the Council to perform the obligations as specified in Schedule 1

7.2 The owner hereby covenants with the County Council to perform the obligations as specified in Schedule 3

7.3 The Council hereby covenants to perform the obligations as specified in Schedule 2

7.4 The County Council hereby covenants to perform the obligations as specified in Schedule 4

8 **Miscellaneous**

8.1 Nothing in this Agreement shall affect, bind or be enforceable against any individual person in respect of any completed Residential Unit and its curtilage acquired or leased by them for residential occupation on the Property

8.2 Nothing in this Agreement is intended to restrict the exercise by the Council of any of its powers

8.3 If any provision in this Agreement 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

8.4 This Agreement is a Deed and is enforceable by the Council and the County Council

8.5 The County Council will upon written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof

8.6 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 Agreement shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to 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

8.7 The Owner shall pay the Council's and the County Council's legal fees incurred in relation to this Agreement on the date of this Agreement in the sum of £330 (three hundred and thirty pounds) and £250 (Two Hundred and Fifty Pounds) respectively.

SCHEDULE 1

The Owner covenants with the Council as follows:

1. **Affordable Housing**

1.1 The Owner covenants with the Council that not less than 11 Dwellings to be constructed on the Site pursuant to the Planning Permission shall be Affordable Housing Units

1.2 The Landowner covenants with the Council that the Affordable Housing Units shall be made available as 4 Affordable Rented Housing units and 7 Shared Ownership Housing units (or such other type or mix of tenure as the Council may approve in writing)

1.3 To construct the Affordable Housing in accordance with the approved planning permission and the Scheme Development Standards and to provide satisfactory evidence of the same to the Council

1.4 That not more than 25% of the Market Dwellings shall be occupied until the Owner has entered into a binding Contract with the Registered Provider for the transfer of the completed Affordable Housing Units and no more than 50% of the Market dwellings shall be occupied before the Affordable Housing Units are completed.

1.5 **Affordable Rent Housing Units**

1.5.1 that the Affordable Rent Units be available for rent

1.5.2 that on completion of the Affordable Rent Housing Units they will be allocated by 100% nomination arrangements or first let to approved persons nominated by the Council in accordance with the Council's allocations policy

1.5.3 that subsequent lets will be on a 50% nomination arrangement to approved persons by the Registered Provider1.5.4 that rents to be charged on the Affordable Rents Housing Units will be in accordance with the Governments Guidance on Affordable rent as issued by the Homes and Communities Agency which governs the rents to be charged by all social landlords whether they be registered providers or local authorities

1.6 **Shared Ownership Affordable Housing Units**

1.6.1 that on completion of the Affordable Housing Units (for Shared Ownership) or as soon as possible thereafter the Registered Provider shall dispose of the Affordable Units intended for Shared Ownership

(a) at Open Market Value on a Shared Ownership basis with the rental element being discounted by the Registered Provider

(b) to an Approved person who shall purchase the Affordable Housing Unit for occupation by the Approved person and in accordance with the requirements of this Agreement

(c) in consultation with the Council and having first obtained the Council's consent to the Disposal to the Approved person

1.6.3 the approved person shall be allowed to purchase additional shares in increments of no less than 10% up to a maximum of 100% provided that at the point of purchase of each additional share they continue to occupy the Affordable Unit in compliance with the requirements of this Agreement

1.6.4 The provisions of Clauses 1.5 to 1.6.4 of this Schedule 1 shall not be binding on a mortgagee in possession of the whole or any part of the Affordable Housing Units

1.7 That each and every Affordable Housing Unit shall not be occupied or purchased by any person except an Approved Person who shall be approved in writing by the Council

1.8 Approved Persons for the purposes of the Affordable Housing Scheme and in order of priority are detailed below:

1.8.1 First time buyers who can demonstrate a housing need for the type of an Affordable Housing Unit who are either:

a) currently living in the Parish of Barrow for more than 10 years

b) currently living in the Parish of Barrow and have done so continually for between 5 to 10 years

c) currently living in the Parish of Barrow and have done so continually for a minimum of 12 months

d) currently permanently employed in the Parish of Barrow for a minimum of 12 months and are employed for a minimum of18 hours per week paid or unpaid or

e) Persons who at least one of the adult applicants have next of kin who have lived in the Parish of Barrow 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.

f) Persons who are former residents of the Parish of Barrow who have moved from the Parish because of a lack of affordable housing in the Parish

g) Non first time buyers who can meet one of the qualification provisions set out at paragraphs a - g above

1.8.2 First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either

a) currently living in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton for more than 10 years or

b) currently living in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton and have done so continually for between 5 to 10 years or

c) currently living in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton and have done so continually for a minimum of 12 months

d) currently permanently employed in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or

e) Persons who at least one of the adult applicants have next of kin who have lived in the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton 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.

f) Persons who are former residents of the Parishes of Whalley, Read, Sabden, Pendleton and Little Mitton who have moved from the Parish because of a lack of affordable housing in the Parish

g) Non first time buyers who can meet one of the qualification provisions set out at paragraphs a- g above

1.8.3 First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either

a) currently living in the Borough of Ribble Valley for more than 10 years or

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

c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or

d) 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 or

e) 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.

f) Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough

g) Non first time buyers who can meet one of the qualification provisions set out in paragraphs a -g above

2 Public Open Space

To pay the Council a commuted sum of £28,900 in respect of the improvement and future maintenance of the Public Open Space shown hatched green on the Plan. The initial £10,000 of this commuted sum shall be paid within 2 months following the occupation of the 10th Market Dwelling with the remaining balance of £18,900 to be paid within 2 months following the occupation of the 25th Market Dwelling

3 Wheeled Bins

To pay the Council upon the first occupation of any dwelling the sum of £3,330 in respect of the administration and delivery of wheeled refuse bins.

SCHEDULE 2

1. The Council covenants with the Owner as follows:

   a) Forthwith to grant the planning permission

   b) To apply the Public Open Space commuted sum towards the improvement and future maintenance of the Public Open Space shown hatched green on the Plan provided that if the Public Open Space commuted sum has not been utilised or committed for such purposes within five years of it being received by the Council to repay the Owner any part of the Public Open Space commuted sum not so used within 28 days of the end of the five year period

SCHEDULE 3

The Owner's Covenants with the County Council.

1. Education Contribution

1.1 Not to occupy nor permit the occupation of the 19th Residential Unit until 50% of the Education Contribution has been paid to the County Council.

1.2 Not to occupy nor permit the occupation of the 37th Residential Unit until 100% of the Education Contribution has been paid to the County Council.

SCHEDULE 4

The County Council's Covenants with the Owner

1. Use and return of contributions

1.1 The County Council shall not use the Education Contribution other than for the purpose of a contribution towards the costs of the provision of an additional 9 pupils within the Secondary Schools – Ribblesdale, St Augustine's RC School, Clitheroe Royal Grammar School.

1.2 The Council shall hold the Education Contribution in an interest bearing account pending use for the purpose set out in paragraph 1.1 above.

1.3 If on the day 5 years after the day on which the last payment from the Owner under this deed was received a part of the sum paid or of the interest earned on it has not been used by the County Council in accordance with paragraph 1.1 of this Schedule, the County Council shall return the unspent portion to the party who made such payment together with any interest earned on it.

1.4 Upon request, the County Council shall provide to the Owner reasonable evidence as to the expenditure of the sums paid by the Owner under this agreement.

SCHEDULE 5
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Department of Development

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

Telephone: 01200 425111 Fax: 01200 414488 Planning Fax: 01200 414487

Town and Country Planning Act 1990

PLANNING PERMISSION

APPLICATION NO: 3/2011/0307
DECISION DATE: DRAFT
DATE RECEIVED: 19/04/2011

APPLICANT:
Rowland Homes Ltd
Farrington Hosue
Stanfield Business Park
Leyland
Lancs
PR25 4UA

AGENT:
Steven Abbott Associates
Broadwood House
North Quarry Business Park
Appley Bridge
Wigan
Lancs
WN6 9DB

DEVELOPMENT PROPOSED: Residential development of 37 dwellings.

AT: Barrow Brook Business Village Barrow Clitheroe Lancashire

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 no later than the expiration of three years beginning with the date of this permission.

REASON: Required to be imposed in pursuance to Section 91 of the Town and Country Planning Act 1990.

2. This permission shall be implemented in accordance with the proposal as detailed on drawings RO51/1-2 planning layout Phase 2; RO51/1-101/2 street scenes; RO51/102-2 A2 house type; RO51/103-1-2 A3 house type; HT138/P/01 Ashgate house type; HT105/P/01 Burlington house type; HT148/P/01 Elmbridge house type; HT132/P/01 Victoria house type; HT104/P/01 REV A Dean house type as amended 22 September 2011; HT149/P/02 Bellingham house type elevations; HT149/P/01 Bellingham house type floor plans; HT149/P/01 Renishaw house type; HT147/P/02 Bonington elevations; HT147/P/01 Bonington floor plans; HT147/P/04 Bonington elevations with bay; HT147/P/03 Bonington floor plans with bay; HT147/P/06 Bonington elevations no bay; HT147/P/05 Bonington floor plans no bay; RO51/105 garage details; SD.1 high close board timber fence; S.D.46 high screen wall.

REASON: For the avoidance of doubt to clarify which plans are relevant.

3. Precise specifications or samples of walling and roofing materials and details of any surface materials to be used including their colour and texture shall have been submitted to and approved in writing 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 in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

P.T.O.

4. No development approved by this permission shall be commenced until a scheme for the disposal of surface waters, including any surface water attenuation measures that may be necessary, have been approved in writing by the Local Planning Authority. Such a scheme shall be constructed and completed in accordance with the approved plans.

REASON: To ensure a satisfactory means of drainage in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan

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

(a)A site investigation has been designed for the site using the information obtained from the Phase 1 Geo Environmental Desk Study for Proposed Residential Development at Barrow Brook (second phase) Clitheroe for Rowland Homes (dated March 2011, reference 4393p1r0) This should be submitted to, and approved in writing by the Local Planning Authority prior to that investigation being carried out on the site;

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

(c)A Method Statement and remediation strategy, based on the information obtained from (b) 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 and completed in accordance with the approved method statement and a mediation strategy referred to in (c) 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) enable:

-a risk assessment to be undertaken;
-refinement of the conceptual model; and
-the development of a method statement and remediation strategy.

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

P.T.O.

6. No development shall take place until a scheme for the buffer strip between the development and Barrow Brook has been submitted to and approved by the Local Planning Authority. Such a scheme shall be completed in accordance with the approved plans.

REASON: To maintain the character of the water course and provide undisturbed refuges for wildlife using the river corridor in accordance with Policies G1 and ENV10 of the Ribble Valley Districtwide Local Plan.

7 This permission shall relate to a Section 106 Agreement dated which includes provision for the delivery of affordable housing and community provision for public open space.

REASON: For the avoidance of doubt and to comply with Policy G1 of Ribble Valley Districtwide Local Plan.

8. The proposed integral garages to house types Victoria, Dean, Bellingham and Renishaw 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.

9. 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.

10. This permission shall relate to the extended Phase 1 Habitat Survey, Arboricultural Method and Material Statement and supporting letter dated 21 March 2011 from Landscape Planning Group Ltd submitted with the application. All details shall comply full with those reports. The landscaping details including hard landscaping where appropriate shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development.

The approved landscaping scheme shall thereafter be implemented in the first planting season following occupation of the development whether in whole or part 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 diseased by a species of similar size to those original planted.

REASON: In the interests of the amenities of the area and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan

P.T.O.

Relevant planning policy

Policy G1 - Development Control.
Policy G4 - Settlement Strategy.
Policy H20 - Affordable Housing - Villages and Countryside.
Policy H21 - Affordable Housing - Information Needed
Policy RT8 - 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.
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 or be to the detriment of highway safety.

Note(s)

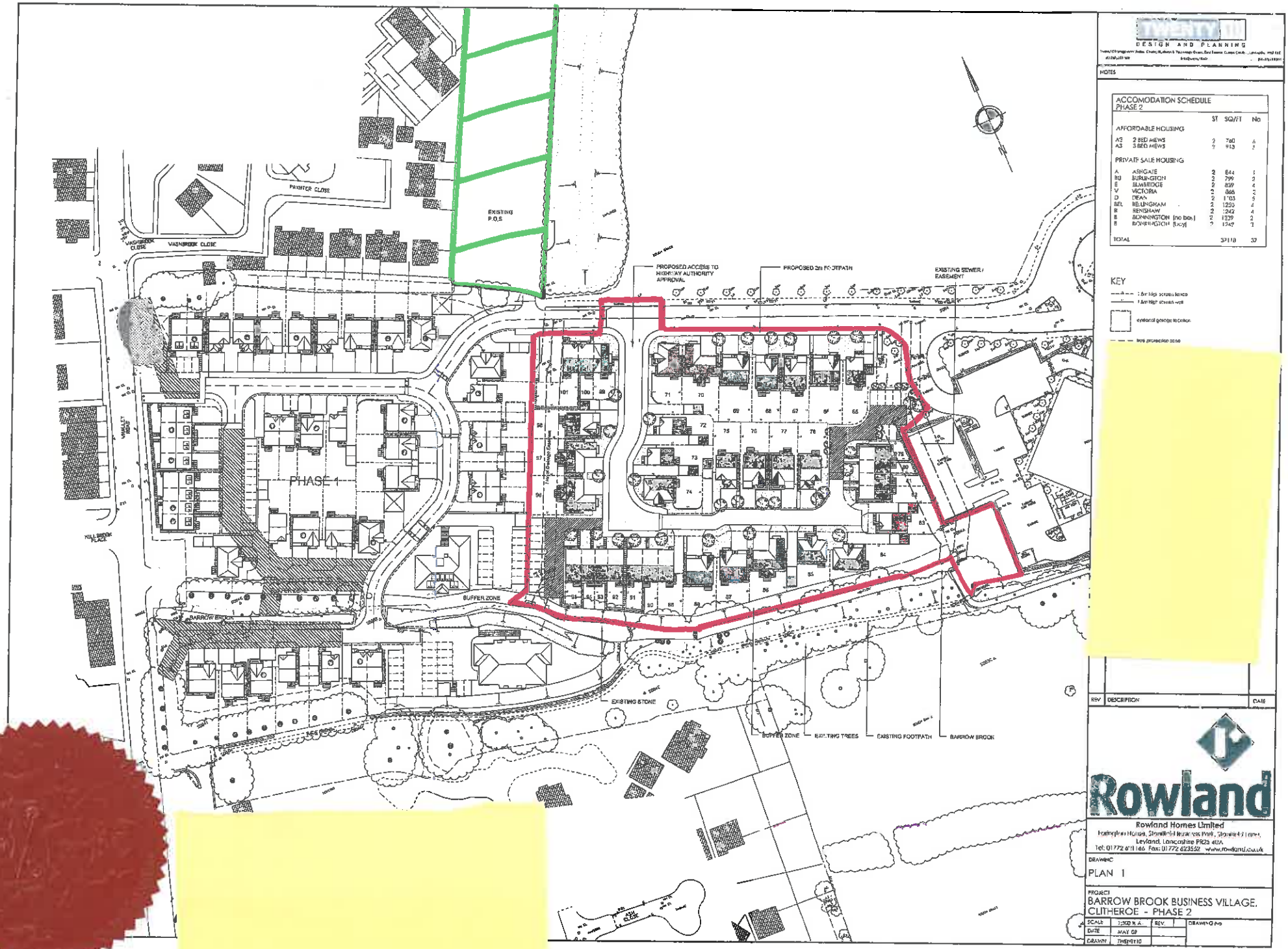
1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission see the attached notes.

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. Any works to the water courses within or adjacent to the site which involves infilling, diversion, culverting or which may otherwise restrict flow, require the prior formal consent of the Environment Agency under Section 23 of the Land Drainage Act 1991. Culverting other than for access purposes is unlikely to receive consent, without full mitigation for loss of flood storage and habitats.

JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES

DRAFT



TWENTY10
DESIGN AND PLANNING

NOTES

ACCOMODATION SCHEDULE
PHASE 2

		ST	SQ/FT	No
AFFORDABLE HOUSING				
A2	2 BED MEWS	2	760	4
A3	3 BED MEWS	2	913	2
PRIVATE SALE HOUSING				
A	ASHGATE	2	844	1
BG	BURLINGTON	2	799	3
E	ELMBRIDGE	2	839	4
V	VICTORIA	2	866	2
D	DEAN	2	1103	5
BEL	BELLINGHAM	2	1210	4
R	RENISHAW	2	1242	4
B	BOMMINGTON (no bay)	2	1239	2
B	BOMMINGTON (bay)	2	1242	1
TOTAL			37118	32

KEY

REV	DESCRIPTION	DATE

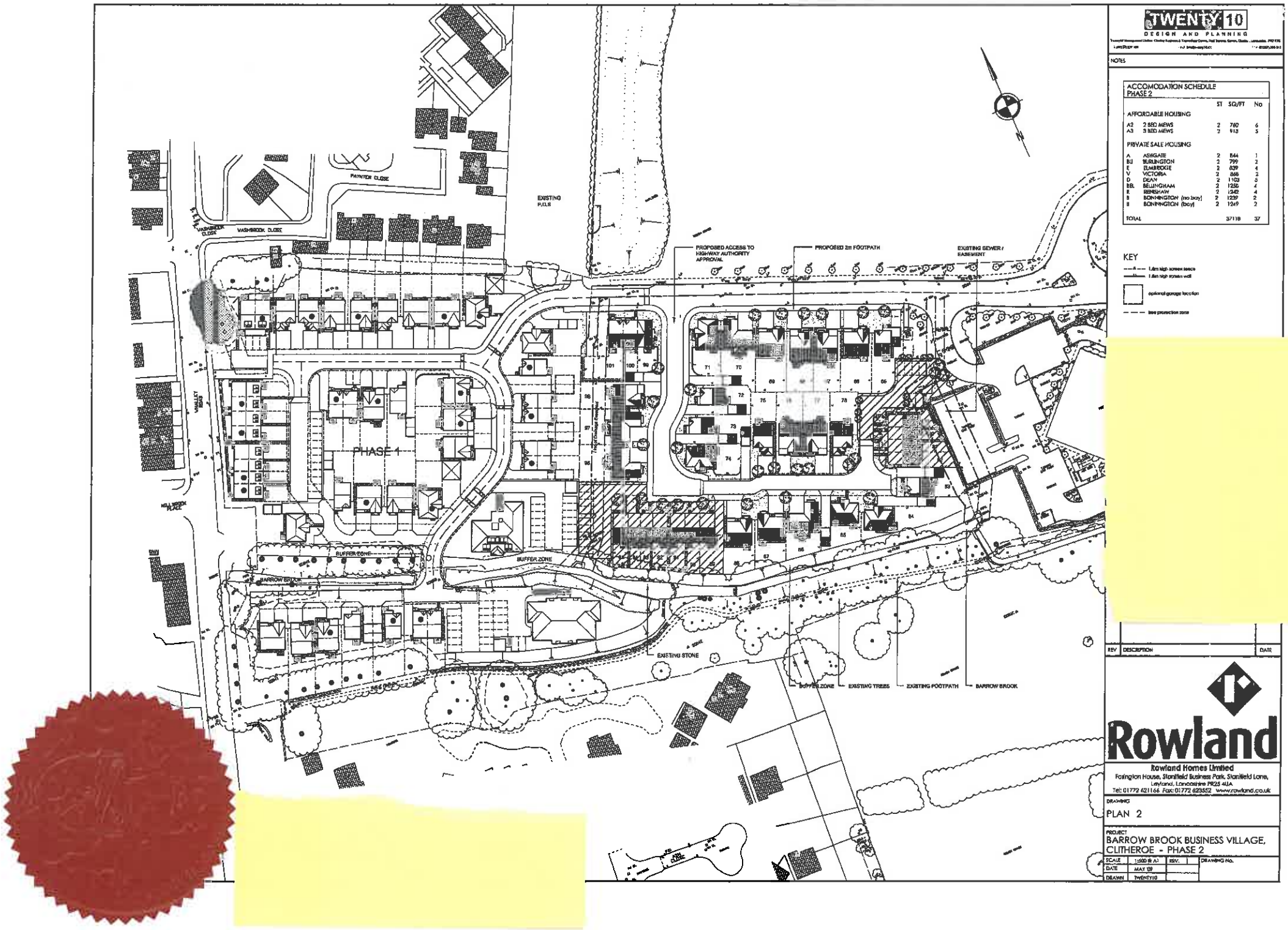
Rowland

Rowland Homes Limited
Eastwood House, Strawfield Business Park, Strawfield Road,
Leyland, Lancashire PR25 4DA
Tel: 01772 611166 Fax: 01772 623552 www.rowland.co.uk

DRAWING
PLAN 1

PROJECT
BARROW BROOK BUSINESS VILLAGE,
CLITHEROE - PHASE 2

SCALE	1:500 @ A1	REV.	DRAWING No
DATE	MAY 09		
DRAWN	TWENTY10		



TWENTY 10
DESIGN AND PLANNING

NOTES

ACCOMODATION SCHEDULE
PHASE 2

		ST	SQ/FT	No
AFFORDABLE HOUSING				
A2	2 BED MEWS	2	760	6
A3	3 BED MEWS	2	912	5
PRIVATE SALE HOUSING				
A	ASHGATE	2	844	1
BU	BURLINGTON	2	799	3
E	ELMBRIDGE	2	839	4
V	VICTORIA	2	886	3
D	DEAN	2	1103	5
BEL	BELLINGHAM	2	1255	4
R	RENISHAW	2	1343	4
B	BONNINGTON (no bay)	2	1239	2
B	BONNINGTON (bay)	2	1249	2
TOTAL			37118	37

KEY

1.8m high screen fence
1.8m high screen wall
optional garage location
tree protection zone

REV	DESCRIPTION	DATE

Rowland

Rowland Homes Limited
Farington House, Stanifield Business Park, Stanifield Lane,
Leyland, Lancashire PR25 4UA
Tel: 01772 621166 Fax: 01772 623552 www.rowland.co.uk

DRAWING
PLAN 2

PROJECT
BARROW BROOK BUSINESS VILLAGE,
CLITHEROE - PHASE 2

SCALE	1:500 @ A1	REV.	DRAWING No.
DATE	MAY 09		
DRAWN	TWENTY10		

IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

THE COMMON SEAL OF)
RIBBLE VALLEY BOROUGH COUNCIL)
Was hereunto affixed to this Deed in the)
presence of:)

Mayor

Chief Executive

1204

21240

THE COMMON SEAL OF
LANCASHIRE COUNTY COUNCIL
Was hereunto affixed in the
presence of:-

Authorised Officer

THE COMMON SEAL OF
COUTTS & COMPANY
Was hereunto affixed in the
Presence of:-

Authorised Sealing Officer