

THIS AGREEMENT is made the 14th day of June 2012

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
and
2. ~~LANCASHIRE COUNTY COUNCIL of County Hall, Philo Road, Lancaster LA1 1RS~~ (hereinafter called "the County Council")
and
3. ~~THE OWNER (Longridge) Limited~~ (Company Registration Number ~~02000000~~) whose registered office is at ~~100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000~~ (hereinafter called "the Owner")
and
4. ~~THE TRUSTEES of Grimbaldeston Farm, Preston Road, Longridge~~ ~~THE TRUSTEES of Grimbaldeston Farm, Preston Road, Longridge~~ ~~THE TRUSTEES of Grimbaldeston Farm, Preston Road, Longridge~~ ~~THE TRUSTEES of Grimbaldeston Farm, Preston Road, Longridge~~ (hereinafter called "the Trustees")

WHEREAS

- (1) The Owner is the freehold owner of land at Grimbaldeston Farm, Preston Road, Longridge the title of which land is registered at HM Land Registry under number LA741978.
- (2) The Trustees are the freehold owner of land adjacent to Grimbaldeston Farm, Preston Road, Longridge the title of which is unregistered.
- (3) The Owner and the Trustees land together form ("the Property") shown edged red on the Plan attached hereto.
- (4) 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 contained in this Agreement are enforceable.
- (5) The County Council is the highway authority for the area within which the Property is situated by whom the obligations contained in schedule 3 are enforceable.
- (6) The Owner on the 19th day of April Two thousand and eleven applied to the Council for outline planning permission for a development comprising 60 (sixty) residential units on the Property as detailed in the plans and particulars deposited with the Council under reference 3/2011/0316.

- (7) 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 and the Trustees entering into this Planning Obligation Agreement in accordance with Section 106 of the Town and Country Planning Act 1990.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires:

1990 Act

"1990 Act" means the Town and Country Planning Act 1990;

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 each unit of Affordable Housing to be constructed on the Property 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 shall comprise:

- 6 (six) X 2 Bedroom Bungalows
- 3 (three) X 2 Bedroom Houses

The Open Market Rental Value shall be determined by an independent qualified valuer appointed by the Registered Provider to establish the Open Market Rent of the Affordable Rented Housing;

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 9 (nine) Affordable Rented Housing units and 9 (nine) Shared Ownership Housing units;

Application

"Application" means the application for outline Planning Permission submitted to the Council reference number 3/2011/0316 for residential use and associated amenities on the Property;

Completed

"Completed" means the date of issue of a certificate of practical completion by the Owner and the Trustees architect or if the Development is constructed by a party other than the Owner and Trustees, by that other party's architect;

Contributions

"Contributions" means the Highway Contribution and Wheeled Bin Contribution;

Date of Practical Completion

"Date of Practical Completion" means the date of issue of a certificate of practical completion by the Owner's and Trustees architect or, if the Development is constructed by a party other than the Owner and Trustees, by that other party's architect;

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;

Dwelling

"Dwelling" means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and "Dwellings" shall be construed accordingly;

Highway Contribution

"Highway Contribution" means the sum set out in Schedule 3;

Homes and Communities Agency

"Homes and Communities Agency" means the Homes and Communities Agency or its statutory successors;

Implementation

"Implementation" means the carrying out of any of the material operation listed in Section 56 of the 1990 Act forming part of the Development provided that for the purposes of determining whether or not the material operation has been carried out (for the purposes of this deed and for no other purpose) 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, site clearance, demolition work, remedial work in relation to adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, and "implement" and "implemented" shall be construed accordingly;

Market Dwellings

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

Notice

"Notice" means a written notice from the Owner and the Trustees to the Council confirming that the Owner and the Trustees intend to market for sale the Shared Ownership Housing and in which the Owner and the Trustees invite the Council to agree the Open Market Value of the Shared Ownership 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;

Open Market Value

1.1.1 "Open Market Value" means the best price at which the sale of the freehold interest in the Shared Ownership Housing Unit (together with any rights easements provisions covenants and other matters benefiting it but subject to any incumbrances restrictions stipulations or covenants which may affect it and which will still subsist and are capable of taking effect) would have been completed unconditionally for cash consideration by private treaty at the date of the Notice with vacant possession on completion of the sale assuming:

1.1.1.1 a willing seller; and

1.1.1.2 that prior to the date of the Notice there had been a reasonable period (having regard to the nature of the Shared Ownership Housing Unit and the state of the market) for the proper marketing of the interest the agreement of price and terms and the completion of the sale; and

1.1.1.3 that the state of the market levels of values and other circumstances were on any earlier assumed date of exchange of contracts the same as on the date of the Notice; and

1.1.1.4 that no account is taken of any additional bid by a buyer with a special interest; and

1.1.1.5 that both parties to the transaction had acted knowledgeably prudently and without compulsion;

Plan

"Plan" means the Property location plan annexed hereto;

Planning Permission

"Planning Permission" means the outline Planning Permission granted pursuant to the Application. A draft of which is set out in Schedule 4;

Registered Provider

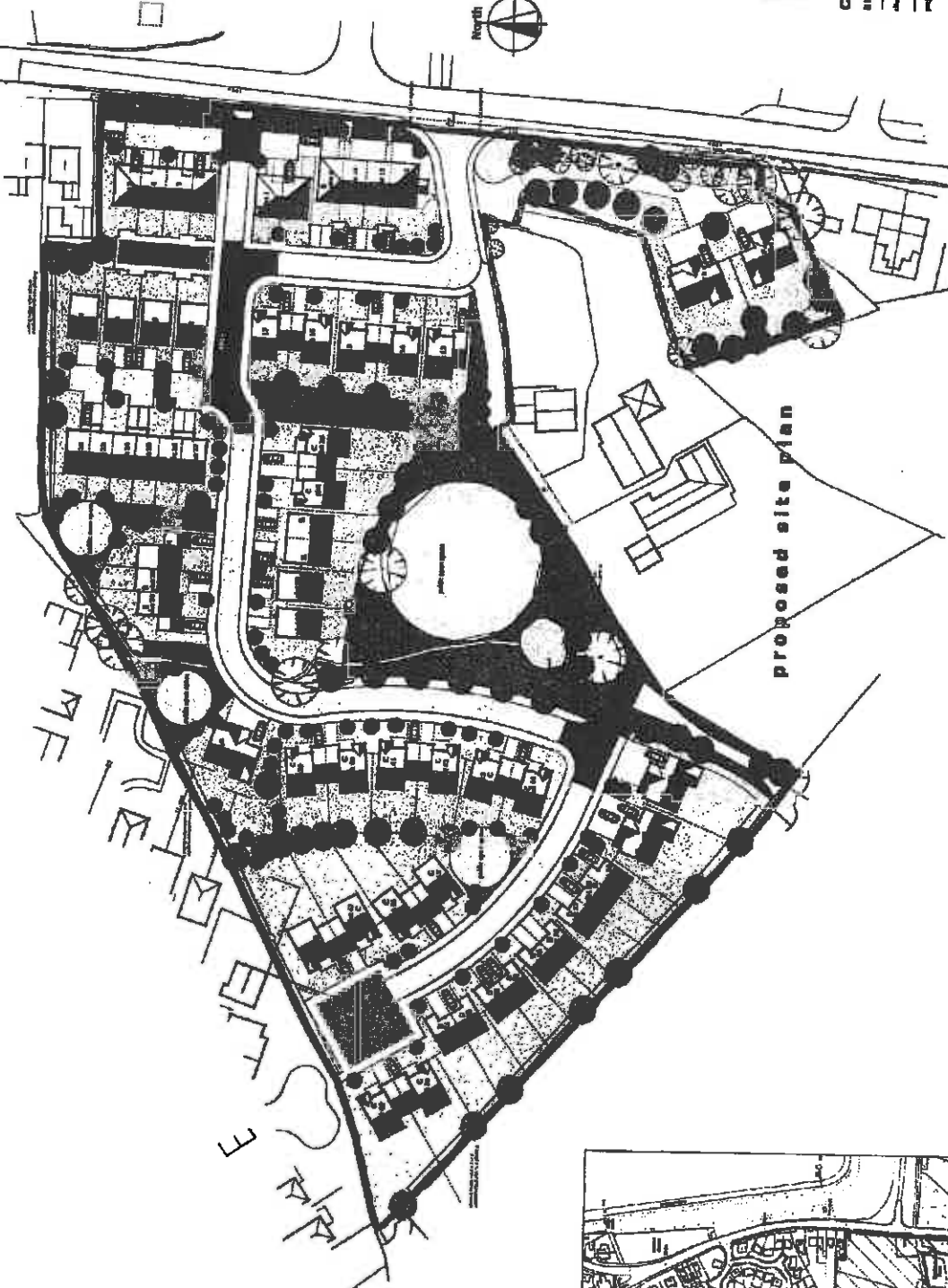
residential development at Grimbledeston Farm Longridge

- KEY
- Type A 2 bedroom 2 bath houses
 - Type B 2 bedroom 2 bath houses
 - Type C 2 bedroom 2 bath houses
 - Type D 2 bedroom 2 bath houses
 - Type E 2 bedroom 2 bath houses
 - Type F 2 bedroom 2 bath houses
 - Type G 2 bedroom 2 bath houses
 - Type H 2 bedroom 2 bath houses
 - Type I 2 bedroom 2 bath houses
 - Type J 2 bedroom 2 bath houses
 - Type K 2 bedroom 2 bath houses
 - Type L 2 bedroom 2 bath houses
 - Type M 2 bedroom 2 bath houses
 - Type N 2 bedroom 2 bath houses
 - Type O 2 bedroom 2 bath houses
 - Type P 2 bedroom 2 bath houses
 - Type Q 2 bedroom 2 bath houses
 - Type R 2 bedroom 2 bath houses
 - Type S 2 bedroom 2 bath houses
 - Type T 2 bedroom 2 bath houses
 - Type U 2 bedroom 2 bath houses
 - Type V 2 bedroom 2 bath houses
 - Type W 2 bedroom 2 bath houses
 - Type X 2 bedroom 2 bath houses
 - Type Y 2 bedroom 2 bath houses
 - Type Z 2 bedroom 2 bath houses

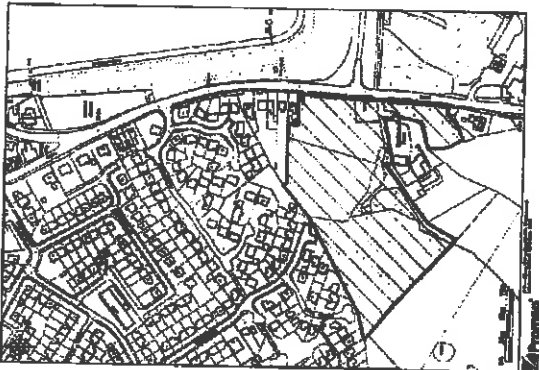


campbell driverpartnership
architects designers
surveys
residential development
proposed road longridge

project	10.192	03	F
date	1.10.11	11.10.11	11.10.11
author	campbell driverpartnership		
checked	campbell driverpartnership		
approved	campbell driverpartnership		



proposed site plan



"Registered Provider" means a Housing Association approved by the Council, such approval not to be unreasonably withheld or delayed, 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 Registered Provider 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 Shared Ownership Housing shall comprise:

- 3 (three) X 2 Bedroom Houses
- 6 (six) X 3 Bedroom Houses;

Valuer

1.1.2 **"Valuer"** means an independent chartered surveyor with not less than 10 years post-qualification experience in the valuation of land and developments for use as permitted by the Planning Permission who shall be appointed by the Owner and the Trustees and the Council or in default of agreement within 7 working days of either party seeking the agreement of

the other, to an appointment at the request of the Owner and the Trustees or the Council by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

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 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.
- 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 Trustees jointly and severally 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 or the Trustees) pursuant to the Contract (Rights of Third Parties) Act 1999.

2.6 This Agreement shall not be binding or enforceable against any statutory undertaker or other person who acquires any part of the Property or any interest in it for the purpose of the supply of electricity, gas, water, drainage, telecommunication service, or public transport services.

2.7 This Agreement shall not be binding or enforceable against the owners or occupiers of any Market Dwellings.

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 or be withdrawn or without the consent of the Owner and Trustees it is modified by any statutory procedure, 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 and the Trustees hereby covenants with the Council to perform the obligations as specified in Schedule 1.
- 7.2 The Owner and the Trustees 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.

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 and the Trustees at any time after the obligations of the Owner and the Trustees 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 and the Trustees 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.

9. Contributions

- 9.1 In the event that any of the Contributions shall not have been expended or contractually committed to be spent then on expiry of a five year period (to be calculated from the date that each instalment of the Contributions is paid to the Council or the County Council) the Contributions or the balance thereof (if any) together with all interest accrued upon such balance (if any) as may have arisen thereon shall be promptly repaid to the Owner and the Trustees.

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

SCHEDULE 1

The Owner and the Trustees covenants with the Council as follows:

1. Affordable Housing

- 1.1.1 that not less than 18 (eighteen) Dwellings to be constructed on the Property pursuant to the Planning Permission shall be Affordable Housing Units;
- 1.1.2 that the Affordable Housing Units shall be made available as 9 (nine) Affordable Rented Housing units and 9 (nine) Shared Ownership Housing units (or such other type or mix of tenure as the Council may approve in writing);
- 1.1.3 to construct the Affordable Housing in accordance with the finally approved full planning permission and the Scheme Development Standards and to provide satisfactory evidence of the same to the Council;
- 1.1.4 that not more than 25% of the Market Dwellings shall be occupied until the Owner and the Trustees have 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;
- 1.1.5 not to Dispose of more than 50% of the Market Dwellings until 100% of the Affordable Housing Units have been transferred to a Registered Provider at a price to be agreed between the Owner and the Trustees and the Registered Provider.

Obligations of a Registered Provider upon taking an interest in the Affordable Housing

1.5 Affordable Rented Housing

The Registered Provider shall ensure:

- 1.5.1 that the Affordable Rented Housing be available for rent;
- 1.5.2 that on completion of the Affordable Rented Housing they will be allocated by 100% nomination arrangements or first let to approved persons nominated by the Council acting reasonably 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 Provider;
- 1.5.4 that rents to be charged on the Affordable Rented Housing 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;

- 1.5.5 that the 6 (six) two bedroomed bungalows shall be offered to approved persons over the age of 55 years. If after six weeks marketing no persons over the age of 55 years have been found, the individual bungalow shall be rented to approved persons without age limit.

1.6 Shared Ownership Housing

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

- (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;

- 1.6.2 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 Housing Unit in compliance with the requirements of this Agreement.

- 1.7 any mortgagee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:

- (a) in the event that the Council responds within 1 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard them as Affordable Housing then the mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer;

- (b) if the Council does not serve its response to the notice served under paragraph 1.7 (a) within the 1 month then the mortgagee shall be entitled to dispose free of the restrictions set out in the First Schedule;
- (c) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.7 (a) secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 1.7 (a) the mortgagee shall be entitled to dispose free of the restrictions set out in this Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 1.7 shall not require the mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the mortgagee in respect of moneys outstanding under the charge or mortgage.

- 1.8 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.
- 1.9 Approved persons for the purposes of this Schedule and in order of priority are detailed below:
 - 1.9.1 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 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 or

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

- 1.10 In the event that the Registered Provider is unable to find a person who meets the approved person definitions then the Registered Provider shall use reasonable endeavours to market the Shared Ownership Housing and Affordable Rented Housing to a potential approved person for at least three months. If at the end of the period of six months in which the Shared Ownership Housing has been marketed and no approved person has been identified then the Registered Provider may Dispose of the Shared Ownership Housing and the Affordable Rented Housing to a person who does not meet the local connection definition of approved person
2. The Registered Provider shall so far as is possible and reasonable ensure that the approved persons demonstrate that they:
- 2.1 do not have sufficient income to purchase the same type of unit on the open market;
 - 2.2 have satisfactory credit history containing no County Court Judgements or Insolvency proceedings within the past six years credit history report;
 - 2.3 have sufficient funds to cover the legal costs and disbursements involved in the purchase;
 - 2.4 impose upper income brackets per household for purchasers of each unit in accordance with Homes and Communities Agency regulations and guidance;
 - 2.5 ensure income levels are verified via wage slips/P60's;
 - 2.6 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;
 - 2.7 if relevant verify five out of the last ten years connection by placing the onus on the approved person to provide suitable supporting evidence eg council tax records, electoral roll records;
 - 2.8 If relevant ensure local connection is established by reference to the electoral roll at a specific date in time;

3 Wheeled Bin Contribution

- 3.1 To pay the Council upon each occupation of any Dwelling the sum of £90 per Residential Unit constructed on the Property in respect of the administration and delivery of wheeled refuse bins.

4. Obligations of the Owner and the Trustees if the Affordable Housing Units are not transferred to a Registered Provider

- 4.1 In relation to the Market Dwellings the obligations in paragraphs 1.1.4 and 1.1.5 of this Schedule to convey the Affordable Housing Units to a Registered Provider shall at the Owner and Trustees discretion cease to have effect upon the expiry of a period of one year from the Date of Practical Completion of the Affordable Housing Units PROVIDED THAT:
- 4.1.1 it is demonstrated to the reasonable satisfaction of the Council that the Owner and Trustees have used reasonable endeavours to conclude such an agreement with a Registered Provider; and
- 4.1.2 the Owner and Trustees shall undertake with the Council that they will comply with the obligations in clauses 1.5 and 1.6 of this Schedule as if they were their own so far as the same relates to the Affordable Rented Housing; and
- 4.1.3 in relation to the Shared Ownership Housing, the following shall apply:-
- (a) they shall be offered for sale for to an approved person for a maximum of 60% (sixty per cent) of the Open Market Value;
 - (b) Immediately upon service of the Notice the Owner and the Trustees and the Council shall consult together and attempt in good faith to agree the Open Market Value of the Shared Ownership Housing; and
 - (c) if the Owner and the Trustees and the Council have not agreed the Open Market Value within 5 working days of the service of the Notice each party shall be entitled to refer the matter for determination by the Valuer who shall act as an expert (and not as an arbitrator).

SCHEDULE 2

1. The Council covenants with the Owner as follows:
 - 1.1 On completion of this Agreement forthwith to grant the planning permission.

SCHEDULE 3

1. Highway Contribution

The Owner and the Trustees Covenants with the County Council:

- 1.1 To pay to the County Council the sum of £93,400 towards supporting sustainable transport measures;**
- 1.2 Not to occupy nor permit the occupation of the 19th Market Dwelling until 50% of the Highway Contribution has been paid to the County Council;**
- 1.3 Not to occupy nor permit the occupation of the 37th Market Dwelling until 100% of the Highway Contribution has been paid to the County Council.**

SCHEDULE 4
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Development Department

Council 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: 3/2011/0316

DECISION DATE: DRAFT

DATE RECEIVED: 21/04/2011

APPLICANT:

~~WPC Limited~~
c/o Agent

AGENT:

WPC Limited

18 Waterview

White Cross

Lancaster

Lancs

LA1 4XS

PARTICULARS OF DEVELOPMENT: Outline application for residential development of 60no. dwellings.

AT: Land at Preston Road Longridge Preston PR3 3BD

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:

- 1 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.

- 2 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.

- 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.

P.T.O

**RIBBLE VALLEY BOROUGH COUNCIL
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- 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 disposal of foul and surface waters has 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.

- 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: To reduce the increased risk of flooding in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 7 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 Proposed Layout drawing 10.192/03/F as amended dated 26 October 2011 and parameters of scale as revised dated 24 October 2011.

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

- 8 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 landscaped 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.T.O.

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- 9 No development shall take place until an updated protected species survey has been carried out on those trees identified in the protected species survey dated June/July 2011 [T11&T18] during the optimum period of May to September prior to commencement of any part of development.

The tree work specified in the tree survey dated the 20th of December shall be carried out under the supervision of qualified/licensed bat worker.

Hedgerows identified as important for foraging [H1/2/3/4/5/6 inclusive] shall be retained and protected in accordance with BS5837 2012, Trees in Relation to Construction.

The results of the updated survey shall be submitted to the Local Planning Authority Countryside Officer and Natural England. If such a use by a protected species of any trees included in the protected species report/tree survey report is established, a mitigation scheme including appropriate protected species license details shall be submitted to and agreed in writing by Natural England & the Local Planning Authority Countryside Officer before any work commences on the approved Development.

The actions, methods & timings included in the mitigation measures identified and the conditions of any Natural England License shall be fully implemented and adhered to. In the event that any bats are found, disturbed or harmed during any part of the development work, work shall cease until further advice has been sought from a licensed ecologist.

REASON: To ensure that no species/habitat protected by the Wildlife and Countryside Act 1981/European Directive for Protected Species are harmed/destroyed in accordance with Policies G1, ENV7 and ENV8 of the Ribble Valley Districtwide Local Plan.

- 10 No part of the development shall be commenced until a license application has been submitted to and issued by Natural England, a copy of which shall be submitted to the local planning authority and include details of mitigation and compensation measures including, details on exclusion zones, protective fencing and monitoring procedures. The protection and monitoring measures included in the license issued by Natural England shall be fully implemented and maintained during the entire duration of the development and in the event that any great crested newts are found or disturbed within the impact zone during any part of the development, work shall cease until further advice has been sought from a licensed ecologist.

Mitigation refers to practices adopted to reduce or remove the risk of disturbance, injury or death of a protected species.

REASON: To protect the great crested newt population from damaging activities and reduce or remove the impact of development, to ensure that there are no adverse effects on the favourable status of a great crested newt population before and during the proposed development and to maintain a great crested newt population in the long term in accordance with ENV7 of the District Wide Local Plan.

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- 11 Prior to commencement of any site works including delivery of building materials and excavations for foundations or services all trees identified to be retained in the arboricultural/tree survey shall be protected in accordance with the BS5837 2012 [Trees in Relation to Construction] the details of which shall be agreed in writing, implemented in full, a tree protection monitoring schedule shall be agreed and tree protection measures inspected by the local planning authority before any site works are begun

The root protection zone shall be 12 x the DBH and shall remain in place until all building work has been completed and all excess materials have been removed from site including soil/spoil and rubble

During the building works no excavations or changes in ground levels shall take place and no building materials/spoil/soil/rubble shall be stored or redistributed within the protection zone, in addition no impermeable surfacing shall be constructed within the protection zone

No tree surgery or pruning shall be implemented without prior written consent, which will only be granted when the local authority is satisfied that it is necessary will be in accordance with BS3998 for tree work and carried out by an approved arboricultural contractor.

REASON: In order to ensure that any trees affected by development and included in a Tree Preservation Order/ Conservation area/considered to be of visual, historic or botanical value are afforded maximum physical protection from the adverse affects of development in order to comply with planning policies G1, ENV13 of the Districtwide Local Plan

- 12 No development shall take place until a badger survey has been carried out during the optimum period at least three months prior to commencement of any part of development

The results of the updated survey shall be submitted to the Local Planning Authority Countryside Officer and Natural England. If such a use by badgers of any part of the land included in the planning permission granted is established, a mitigation scheme including appropriate protected species license details shall be submitted to and agreed in writing by Natural England & the Local Planning Authority Countryside Officer before any work commences on the approved Development

The actions, methods & timings included in the mitigation measures identified and the conditions of any Natural England License shall be fully implemented and adhered to. In the event that any bats are found, disturbed or harmed during any part of the development work, work shall cease until further advice has been sought from a licensed ecologist.

REASON: To ensure that no species/habitat protected by the Wildlife and Countryside Act 1981/European Directive for Protected Species are harmed/destroyed/ in accordance with Policies G1, ENV7 and ENV8 of the Ribble Valley Districtwide Local Plan.

- 13 Clearance of scrub, trees or hedgerows shall take place outside the breeding bird season [August to February inclusive].

REASON: To ensure that bird species are protected and their habitat enhanced in, accordance with the Wildlife & Countryside Act 1981, as amended, and the Conservation [Natural Habitats &c] Regulations 1994 and Policy ENV9 of the Districtwide Local Plan

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- 14 No part of the development hereby granted consent shall be implemented until the details of protection & mitigation measures for the on site pond have been submitted to and agreed in writing with the local authority. The details of which shall include biodiversity mitigation and enhancement measures in order to meet the requirements set out in the recommendations of the Phase 1 Habitat Survey & the Great Crested Newt Survey.

As well as a specified time table of operations the details submitted shall include construction and introduced vegetation types, all protection and enhancement measures shall be completed in full prior to the substantial completion or the first bringing into use of the development hereby approved, whichever is sooner. The pond shall subsequently be implemented entirely in accordance with the approved details and maintained thereafter, unless otherwise agreed in writing by the local planning authority, the mitigation measures shall be permanently maintained and retained in accordance with the approved details

REASON: To provide a wildlife corridor, to allow movement of species between suitable habitats and promote the expansion of biodiversity and protect species identified in the UK Biodiversity Action Plan [UK BAP] in accordance with Policy ENV7 of the Ribble Valley Districtwide Local Plan.

- 15 Prior to first occupation of the development the existing 30mph speed limit shall be extended from its present boundary at 110 Preston Road by approximately 250 metres to just south of Spout Farm and suitable high conspicuity 'gateway' type signs shall be provided on both sides of the carriageway.

REASON: In the interests of highway safety in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 16 There shall not at any time in connection with the development be erected or planted or allowed to remain upon the land hereinafter defined any building, wall, fence, hedge, tree, shrub or other device. The visibility splay to be the subject of this condition shall be that land in front of a line drawn from a point 2.4 metres measured along the centreline of the proposed access road from the nearer edge of the carriageway of Preston Road to points measured 90 metres in each direction along the nearer edge of the carriageway of Preston Road, and shall be constructed and maintained at footway level in accordance with a scheme to be agreed in writing by the Local Planning Authority in conjunction with the Highway Authority.

REASON: To ensure adequate visibility at the site access in the interests of highway safety in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan

- 17 The proposed access road shall be constructed to a minimum width of 5.5 metres with continuous footway provision on both sides from Preston Road into the site

REASON: To enable vehicles and pedestrians to enter and leave the site in a safe manner in the interests of highway safety in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan

- 18 The new estate road/access between the site and Preston Road 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 ensure that satisfactory access is provided to the site in the interests of highway safety in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

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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 RI8 - 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.
Policy H2 - Dwellings in the Open Countryside

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 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 In respect of condition 15 this work will require a Section 278 agreement between the developer and the Highway Authority.
- 4 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
P.I.O

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- 5 In accordance with PPS25 surface water should not be allowed to discharge to foul/combined sewer. This prevents foul flooding and pollution of the environment. This site must be drained on a separate system, with only foul drainage connected into the foul sewer. Surface water should be discharged directly to soakaway and/or watercourse and may require the consent of the Environment Agency. No surface water is allowed to be discharged to the public sewerage system
- 6 Policies in the Framework have been considered but in light of the facts in this case the National Planning Policy Framework does not alter the Borough Council's conclusions.

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**

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



1259

Mayor

Chief Executive

THE COMMON SEAL OF

~~WILKINS & SONS (LONDON) LIMITED~~

Was hereunto affixed to this Deed in the
presence of:-



21570

Authorised Officer

EXECUTED AND DELIVERED AS A DEED

BY ~~WILKINS & SONS (LONDON) LIMITED~~

Acting by two Directors or one Director and
The Company Secretary

Director

Director/Secretary