

THIS AGREEMENT is made the 16th day of November 2012

BETWEEN

1. **BECK DEVELOPMENTS LIMITED** (Company Registration Number 3183243 of Challenge House Challenge Way Blackburn BB1 5QB (hereinafter called "the **Company**")
2. [REDACTED] (hereinafter together called "the **Option Land Owners**")
3. **LANCASHIRE COUNTY COUNCIL** of PO Box 78 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**")

WHEREAS

- (1) The Company is the owner of freehold land at Woone Lane Clitheroe ("**Mearley Croft**") being part of the land registered at the Land Registry under number LA633037 which is shown edged red and annotated "Mearley Croft" on Plan 1
- (2) The Company has the benefit of an option to purchase land to the south west of Primrose Mill Clitheroe which is shown edged red and annotated "Phase 2" on Plan 1 ("**Phase 2**") being part of the land the title of which is registered at the Land Registry under title number LA808059 and is owned freehold by the Option Land Owners
- (3) The Council is the Local Planning Authority for the purposes of the Act and the waste collection authority for the area within which the Property is situated and by whom the obligations contained in Schedule 1 are enforceable
- (4) The County Council is also a local planning authority and is the education authority and the highway authority for the area within which the Property is situated and by whom the obligations contained in Schedule 3 are enforceable

- (5) The Company on 15 December 2011 applied to the Council for full planning permission for a development comprising 32 residential units on Mearley Croft and outline planning permission for 81 residential units on Phase 2 as detailed in the plans and particulars deposited with Council under reference 3/2011/1064
- (6) The Council is satisfied that the Development is such as may be approved by it under the Act but subject to completion of this Agreement in accordance with Section 106 of the Act

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement unless the context otherwise requires:

Act means the Town and Country Planning Act 1990 (as amended)

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 Rent Housing means the Dwellings 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. The Affordable Rent Housing (as identified on Plan 2) shall comprise:

	Affordable Rent
1 Bedroom Apartments	9
2 Bedroom Bungalows	4
3 Bedroom Houses	4
TOTAL	17 (53%)

Affordable Housing Unit means each unit of Affordable Housing to be constructed pursuant to the Planning Permission on Mearley Croft to no less a standard than the Market Dwellings and which in total will comprise 17 (seventeen) Affordable Rent Housing units and 15 (fifteen) Shared Ownership Housing units.

Application means the application for Planning Permission submitted to the Council under reference number 3/2011/1064 for residential use and associated amenities on the Property

BCIS Index means the building cost information service general building costs index published by the Royal Institute of Chartered Surveyors

Development means such development as may be authorised by the Planning Permission pursuant to the Application

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 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

Education Contribution means the sum of £407,248.00 to be paid in accordance with the provisions of Schedule 3 as index linked

Implementation means the carrying out of any of the material operations listed in Section 56 of the Act provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies (including geological, archaeological and ecological surveys and landscape assessments) site investigations, preparatory works including ground, modelling and contamination remediation works and "implement" and "implemented" shall be construed accordingly

Market Dwellings means Dwellings excluding any Affordable Housing Unit

Mearley Croft means the land more particularly described in Recital 1

Mearley Lodge means the reservoir and adjacent land shown hatched green on Plan 1

Occupation has 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

Owners means collectively the Company and the Option Land Owners

Phase 2 means the land more particularly described in Recital 4

Plan 1 means the attached location plan marked "Plan 1".

Plan 2 means the attached planning layout for Mearley Croft marked "Plan 2".

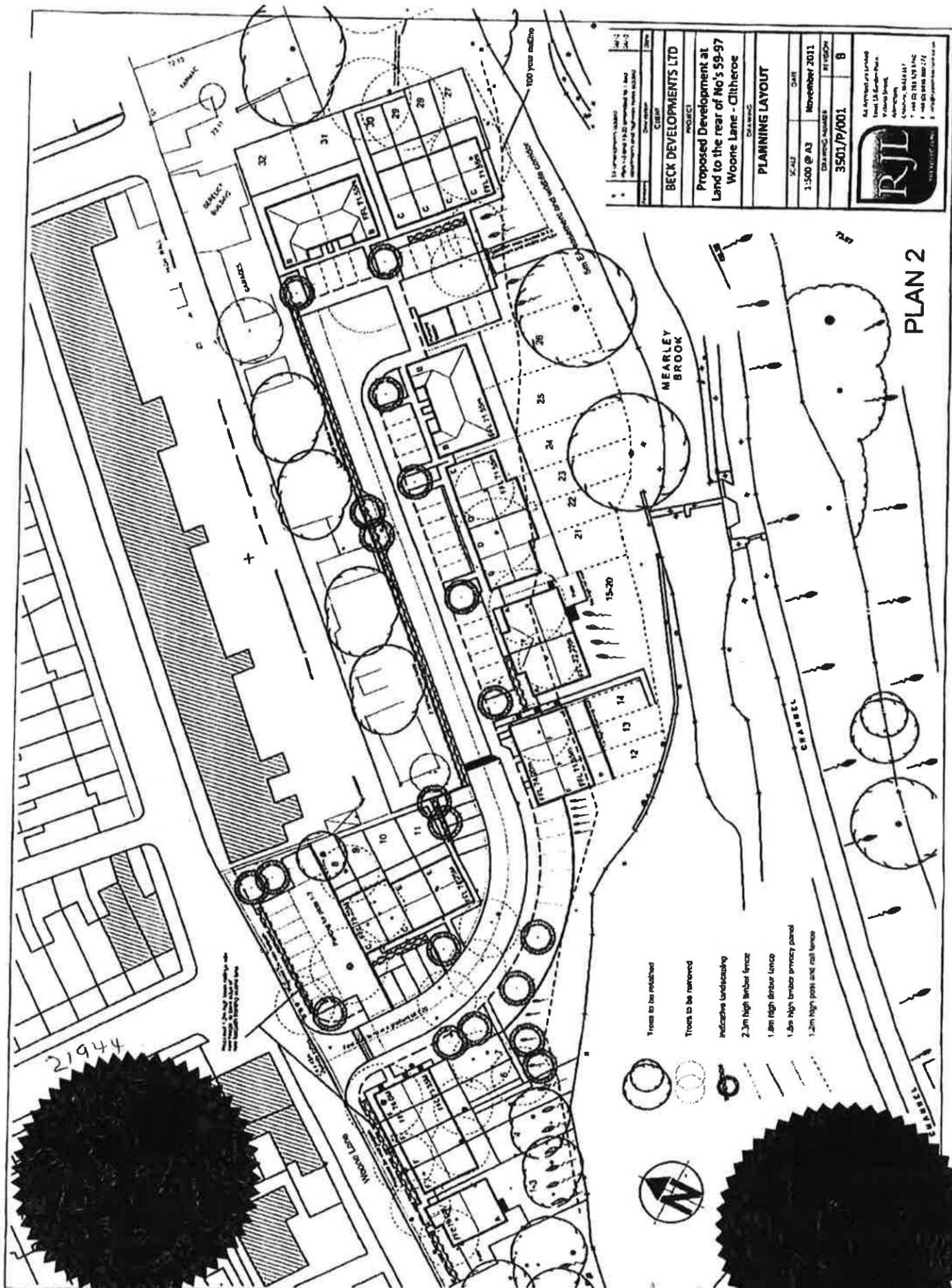
Planning Permission means the Planning Permission granted pursuant to the Application a draft of which is set out in Schedule 5.

Property means Phase 2 and Mearley Croft

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.

RPI means the definition afforded from time to time by the Office for National Statistics and for the avoidance of doubt is the figure shown as the Retail Prices Index excluding mortgage interest payments published by the Office for National Statistics for each month

Shared Ownership Housing means the Dwellings constructed pursuant to the Planning Permission and transferred to a Registered Provider for allocation as



Authorized Signatory

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 (as identified on Plan 2) shall comprise:

	New Build HomeBuy
2 Bedroom Houses	8
3 Bedroom Houses	7
TOTAL	15 (47%)

Sustainable Transport Contribution means the sum of £122,000.00 to be paid to the County Council in accordance with the provisions of Schedule 3 as index linked

Waste Collection Contribution means the sum of Ninety Pounds (£90.00) per Dwelling for which Planning Permission is granted

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 references in this Agreement to a recital clause schedule or paragraph are references respectively to a recital clause schedule of paragraph of this Agreement
- 1.4 Where any party 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 those 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 made as a Deed under the provisions of Section 106 of the Act with the intention that the obligations contained herein are planning obligations for the purposes of that section in respect of the Property which may, once such obligations have arisen and become effective, be enforced by the Council and the County Council against the Owners and any person deriving title under them.
- 2.2 This Agreement is conditional upon the grant of the Planning Permission and the Implementation of the same in whole or in part.
- 2.3 No person shall be liable for a breach of covenant conditions or restrictions 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 Owners) 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 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 that party at 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 Owners hereby covenant with the Council to perform the obligations as specified in Schedule 1
- 7.2 The Owners hereby covenant 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 Market Dwelling on the Property acquired or leased by them for residential occupation
- 8.2 Nothing in this Agreement is intended to restrict the exercise by the Council or the County Council of any of their respective 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 Council and the County Council will upon written request of the Owners at any time after the obligations of the Owners 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 Institution 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 Company shall pay the Council's and the County Council's reasonable 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 Owners covenant with the Council as follows:

1. **Affordable Housing**
 - 1.1 that all 32 Dwellings to be constructed on Mearley Croft pursuant to the Planning Permission shall be Affordable Housing Units and shall be completed and transferred to a Registered Provider before commencement of the Development of Phase 2.
 - 1.2 that the Affordable Housing Units shall be made available as 17 Affordable Rented Housing units and 15 Shared Ownership Housing units (or such other type or mix of tenure as the Council may approve in writing) to approved persons as defined in paragraph 4 (**Approved Persons**).
 - 1.3 to construct the Affordable Housing in accordance with the Planning Permission and to no less a standard than the Market Dwellings.
2. **Affordable Rent Housing Dwellings**
 - 2.1 that the Affordable Rent Housing be available for rent
 - 2.2 that the bungalows to be provided as Affordable Rent Housing shall be designed to the principles of Lifetime Homes standard where possible within the constraints of Mearley Croft and the scheme layout and be allocated for use by households where at least one person is over the age of 55
 - 2.3 that the apartments to be provided as Affordable Rent Housing shall provide either supported housing accommodation as required by the Council's social services department or housing for over 55 year olds in each case as agreed with the Council
 - 2.4 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
 - 2.5 that subsequent lets will be on a 50% nomination arrangement to Approved Persons by the Registered Provider
 - 2.6 that rents to be charged on the Affordable Rent Housing units will be in accordance with the Government's 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

3 Shared Ownership Affordable Housing Dwellings

- 3.1 that on completion of the Shared Ownership Housing Dwellings or as soon as possible thereafter the Registered Provider shall dispose of the 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
- 3.2 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 Unit in compliance with the requirements of this Agreement

4. Approved Persons

- 4.1 that each and every Affordable Housing Unit shall not be occupied or purchased by any person except an Approved Person
- 4.2 **Approved Persons** for the purposes of the Affordable Housing Scheme and in order of priority are detailed below:
- 4.2.1 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
- 4.2.2 persons where 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.

- 4.2.3 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
- 4.2.4 non first time buyers who can meet one of the qualification provisions set out in paragraphs (a)-(d) above
- 4.3 In the event that having offered for rent or sale any of the Affordable Housing Units either initially or where applicable subsequently for a period of not less than 6 months there are no Approved Persons meeting the criteria set out in paragraph 4.2 who wish to rent or buy the Affordable Housing Unit in question the Registered Provider shall be entitled to rent or sell the Affordable Housing Unit to any other persons identified by it as being in need of local housing who cannot afford to rent or buy accommodation generally on the open market
- 4.4 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:
 - 4.4.1 in the event that the Council responds within 1 month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units 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
 - 4.4.2 if the Council does not serve its response under paragraph 4.4.1 within the stipulated month period then the mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 1 to 4 of this Schedule
 - 4.4.3 if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 4.4.1 secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 4.4.1 the mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 1 to 4 of this Schedule

Provided That at all times the rights and obligations in this paragraph 4.4 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

5 Public Open Space

to pay the Council a commuted sum of £140,000 in respect of the improvement and regeneration of Mearley Lodge. The initial £70,000 of this commuted sum shall be paid prior to the sale of the 35th Market Dwelling on Phase 2 with the remaining balance of £70,000 to be paid prior to the sale of the 70th Market Dwelling on Phase 2.

6 Waste Collection Contribution

to pay to the Council the Waste Collection Contribution by two separate instalments calculated at the rate of Ninety Pounds (£90.00) per Dwelling prior to first occupation of a Dwelling constructed on each of Mearley Croft and Phase 2 as appropriate..

SCHEDULE 2

The Council covenants with the Owners as follows:

1 Grant of Planning Permission

Forthwith to grant the Planning Permission

2 Use and Return of Public Open Space Commuted Sum

To apply the Public Open Space commuted sum towards the improvement and regeneration of Mearley Lodge 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 Owners any part of the Public Open Space commuted sum not so used within 28 days of the end of the five year period together with any interest earned on it

3 Use and Return of the Waste Collection Contribution

- 3.1 not to use the Waste Collection Contribution other than for the purpose of providing waste bins to Dwellings on the Development.
- 3.2 to hold the Waste Collection Contribution in an interest bearing account pending use for the purpose set out in paragraph 3.1 above.
- 3.3 If on the day 5 years after the day on which the last payment under this deed was received a part of the sum paid or of the interest earned on it has not been used by the Council in accordance with paragraph 3.1 of this Schedule, to return the unspent portion to the party who made such payment together with any interest earned on it.
- 3.4 to provide to the Owners upon request reasonable evidence as to the expenditure of the sums paid by the Company under this Agreement.

SCHEDULE 3

The Owners covenant with the County Council as follows:

1. **Education Contribution**

to pay the County Council the Education Contribution. The initial 50% of this commuted sum shall be paid prior to the sale of the 35th Market Dwelling on the Phase 2 site with the remaining balance to be paid prior to the sale of the 70th Market Dwelling on the same site. Each instalment of the Education Contribution shall be increased by an amount equivalent to the increase in the BCIS Index from the date of this Agreement until the date on which the instalment is paid

2. **Sustainable Transport Contribution**

to pay to the County Council the Sustainable Transport Contribution. The initial £61,000.00 of this commuted sum shall be paid prior to the sale of the 35 Market Dwelling on the Phase 2 site with the remaining balance to be paid prior to the sale of the 70 Market Dwelling on the same site. Each instalment of the Sustainable Transport Contribution shall be increased by an amount equivalent to the increase in the RPI from the date of this Agreement until the date on which the instalment is paid

SCHEDULE 4

The County Council covenants with the Owners:

- 1. Use and return of the Education Contribution**
 - 1.1 not to use the Education Contribution other than for the purpose of a contribution towards the cost of additional primary school provision within a 3 mile radius of the Development
 - 1.2 to 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 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 to provide to the Owners upon request reasonable evidence as to the expenditure of the sums paid under this Agreement.
- 2. Use and return of the Sustainable Transport Contribution**
 - 2.1 not to use the Sustainable Transport Contribution other than for the purpose of funding measures that support sustainable transport for the benefit of the Development including the relocation of existing bus shelters and the provision of new shelters including the introduction of appropriate road markings street furniture and footpath improvements; the creation of cycle links and the development of a Travel Plan
 - 2.2 to hold the Sustainable Transport Contribution in an interest bearing account pending use for the purpose set out in paragraph 2.1 above.
 - 2.3 If on the day 5 years after the day on which the last payment from the Owners under this deed was received a part of the sum paid or of the interest earned on it has not been used by the Council in accordance with paragraph 2.1 of this Schedule to return the unspent portion of the party who made such payment together with any interest earned on it.
 - 2.4 To provide to the Owners upon request reasonable evidence as to the expenditure of the sums paid 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: 3/2011/1064

DECISION DATE: DRAFT

DATE RECEIVED: 09/01/2012

APPLICANT:

Beck Developments
Challenge House
Challenge Way
Blackburn
Lancs
BB1 5QB

AGENT:

Wilcock Consulting
12 The Moorings
Garstang
Lancs
PR3 1PG

DEVELOPMENT PROPOSED: Proposed residential development schemes totalling 113 dwellings (81 market and 32 affordable units). Comprising 81 dwellings on land off Woone Lane adjacent to Primrose phase 1 site (Outline application including details of access, layout and scale) and 32 dwellings on land to rear of 59-97 Woone Lane (detailed application) plus related highway improvements at Whalley Rd/Primrose Rd junction.

AT: Sites off Woone Lane a) rear of 59-97 Woone Lane and b) land to South-West of Primrose Village phase 1
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):

FULL ASPECTS OF PROPOSAL

1. The development of 32 affordable dwellings on the Mearley Croft site as detailed on drawing 3501/P/001 revB received on 19 June 2012 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 of Section 91 of the Town and Country Planning Act 1990.

2. The new estate road/access between the Mearley Croft site and Woone Lane 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.

P.T.O.

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.

4. No development hereby permitted on the Mearley Croft site shall commence until details of the landscaping of the site have been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall indicate, as appropriate, the types and numbers of trees and shrubs, their distribution on site, those areas to be seeded, turfed, paved or hard landscaped, including details of any changes of level or landform and the types and details of all fencing and screening.

The approved landscaping scheme shall be implemented in the first planting season prior to commencement of the development unless otherwise agreed by the Local Planning Authority, 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 becomes seriously diseased, by a species of similar size to those originally planted.

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

5. No development shall begin on the Mearley Croft site until a detailed method statement for the removal or treatment and control/long term management/eradication of Japanese Knotweed and Himalayan Balsam on the site has been submitted to and approved in writing by the Local Planning Authority. The method statement shall include details of proposed measures to prevent the spread of Japanese Knotweed and Himalayan Balsam during any operations such as mowing, strimming or soil movement. It shall also contain measures to ensure that any soils brought to the site are free of the seeds/rot/stem of any invasive plant covered under the Wildlife and Countryside Act 1981. Development shall proceed in accordance with the approved method statement.

REASON: In the interests of protecting nature and conservation issues to prevent the spread of non native invasive species in accordance with Policies G1, ENV7, ENV9, ENV10 and ENV13 of the Ribble Valley Districtwide Local Plan.

6. No tree felling shall take place on the Mearley Croft site until such time that all the trees identified for removal have been conclusively established in relation to their potential use by bats. The trees shall be subject of a detailed investigation by a qualified and licensed ecologist during the optimum time and in accordance with the Bat Conservation Trust Good Practice Guidelines. The results of the investigation shall be submitted to and approved in writing by the Local Planning Authority prior to any felling taking place and works carried out in accordance with any mitigation measures identified.

REASON: To protect the bat population from damaging activities and reduce the impact of tree felling for development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

P.T.O.

APPLICATION NO. 3/2011/1064

DECISION DATE: DRAFT

7. No development or tree works shall take place until all trees indicated to be removed have been surveyed for the presence of birds the details of which shall be submitted and approved in writing by the Local Planning Authority. The details shall include details of those birds as identified on the RSPB register of birds of conservation concern and those trees the condition of which indicate that they have the potential to be used by birds as a nest site. All works shall thereafter be carried out in accordance with any mitigation measures identified.

REASON: To ensure that bird species of conservation concern are protected in accordance with the Wildlife & Countryside Act 1981 as amended and the conservation [Natural Habitats & c.] Regulations 1994

8. No development shall take place until details of the provisions to be made for building dependent species of conservation concern artificial bird nesting boxes and artificial bat roosting sites have been submitted to and approved in writing by the Local Planning Authority.

The details shall be submitted on a building dependent bird/bat species development site plan and include details of plot numbers and the numbers of per individual building/dwelling and type. The details shall also identify the actual wall and roof elevations into which the above provisions shall be incorporated [north/north east elevations for birds & elevations with a minimum of 5 hours morning sun for bats] and type and make of bird boxes and bat roof tiles i.e. Ibstock.

The artificial bird/bat boxes shall be incorporated into those dwellings/buildings during the construction of those individual plots identified on the submitted plan in accordance with the approved details and under the supervision of the local RSPB Swift/Swallow Officer in liaison with the Council's Countryside Officer.

REASON: To enhance nesting/roosting opportunities for bird/bat species of conservation concern and reduce the impact of development in accordance with Policy ENV7 of the Ribble Valley Districtwide Local Plan and to ensure that bird and bat species are protected and their habitat enhanced, in accordance with the Wildlife & Countryside Act 1981 as amended, the Conservation [Natural Habitats & c.] Regulations 1994 and the Lancashire Biodiversity Action Plan.

9. Prior to commencement of any site works including delivery of building materials and excavations for foundations or services all trees identified on the planning layout drawing no 3501/P/001 rev B and in the arboricultural/tree survey [Report Ref TEP.3116.001 October 2011] to be retained 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 zones 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 comply with planning policies G1, ENV13 of the Districtwide Local Plan to ensure that trees of visual amenity/botanical/historical value are protected against adverse affects of the development.

P.T.O.

APPLICATION NO. 3/2011/1064

DECISION DATE: DRAFT

10. No work on site shall commence until an Arboricultural method statement detailing the working methods to be employed with the earth works/ground re-grading adjacent to the root protection zones of retained trees have been submitted to the local planning authority and approved in writing.

REASON: To ensure that retained trees as identified on the detailed approved plans are afforded the maximum protection from the adverse effects of development in accordance with Policy ENV13 of the Ribble Valley Districtwide Local Plan.

11. No development shall commence until a scheme to treat and remove suspended soils from surface water run off during construction works has been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details.

REASON: To ensure the protection of Mearley Brook in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

OUTLINE ASPECTS OF PROPOSAL

12. Application for approval of reserved matters for Primrose Phase II of the development identified on drawings 3500/P/001; 3500/P/002 rev A and 3500/P/003 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 of Primrose Phase II because the application in respect of this phase of development was made for outline permission and comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

13. No development on Primrose Phase II shall begin until 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) has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.

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.

14. The submission of reserved matters in respect of layout, scale, appearance, landscaping and implementation of development of Primrose Phase II shall be carried out in substantial accordance with the Planning Layout 3500/P/001 and Scale and Massing Layout 3500/P/003 and Design and Access Statement.

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

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15. No development hereby permitted on the Primrose Phase II site shall commence until details of the landscaping of the open pasture site located adjacent to Pendleton Brook and gap planting of hedgerow running along the north eastern and adjacent to footpath 17 along the south west boundary have been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall include details and extent of native tree, woodland and hedgerow planting including details of the appropriate types and numbers of trees and shrubs and their distribution on site.

The approved landscaping scheme shall be implemented in the first planting season prior to commencement of the Primrose Phase II development, unless otherwise agreed by the Local Planning Authority, 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 becomes seriously diseased, by a species of similar size to those originally planted.

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

16. Prior to commencement of any site works including delivery of building materials and excavations for foundations or services all existing hedgerow, trees and woodland 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 zones 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 with out 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: To aid integration of new development into the wider landscape, ensure that trees of visual amenity/botanical/historical value are protected against adverse affects of the development in accordance with Policies G1 and ENV13 of the Ribble Valley Districtwide Local Plan.

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17. Prior to occupation of the 1st dwelling on the Primrose Phase II site a Travel Plan to improve accessibility of the site by sustainable modes for residential uses shall be submitted to and approved in writing by the Local Planning Authority in consultation with Lancashire County Council Highways Travel Plan Team.

The full Travel Plan should include the following matters:

- details of Travel Plan Co-ordinator
- residents travel survey
- Details of cycling, pedestrian and public transport links to and within the site
- Details of the provision of cycle parking for the properties where suitable space is not available
- SMART Targets for non-car modes of travel
- Action plan of measures to be introduced, including residents packs
- Details of arrangements for monitoring and review of the Travel Plan

The approved Travel Plan shall be implemented, monitored and reviewed (including undertaking any necessary remedial or mitigation measures identified in any such review) in accordance with the approved Travel Plan for a period of time not less than 5 years following completion of the development.

REASON: To minimise the use of private cars in the interests of sustainable development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

P.T.O.

CONDITIONS RELEVANT TO WHOLE OF PROPOSAL

18. This permission shall be implemented in accordance with the proposal as detailed on the following drawings:
- 3500/P/001 Planning Layout Primrose Phase II
 - 3500/P/002 rev A received 17 May 2012 Location Plan
 - 3500/P/003 Scale and Massing Layout Primrose Phase II
 - 3501/P/001 rev B received on 19 June 2012 Planning Layout Mearley Croft
 - 3501/P/002 rev A received 9 May 2012 House Type A Mearley Croft
 - 3501/P/003 House Type B Mearley Croft
 - 3501/P/004 House Type C Mearley Croft
 - 3501/P/005 House Type D Mearley Croft
 - 3501/P/006 House Type E Mearley Croft
 - 3501/P/007 House Type F Mearley Croft
 - 3501/P/008 rev A received 26 April 2012 Plots 1-3 Mearley Croft
 - 3501/P/009 Plots 4 - 7 floor plans Mearley Croft
 - 3501/P/010 Plots 4 - 7 elevations Mearley Croft
 - 3501/P/011 amended received 2 May 2012 Plots 8 - 11 elevations Mearley Croft
 - 3501/P/012 amended received 2 May 2012 Plots 8 - 11 floor plans Mearley Croft
 - 3501/P/013 Plots 12 - 14 floor plans Mearley Croft
 - 3501/P/014 Plots 12 - 14 elevations Mearley Croft
 - 3501/P/015 rev A received 26 April 2012 Plots 15 - 20 floor plans Mearley Croft
 - 3501/P/016 rev A received 2 May 2012 Plots 15 - 20 elevations Mearley Croft
 - 3501/P/017 Plots 21 - 24 floor plans Mearley Croft
 - 3501/P/018 rev A received 26 April 2012 Plots 21 - 24 elevations Mearley Croft
 - 3501/P/019 Plots 25, 26, 31 & 32 floor plans & elevations Mearley Croft
 - 3501/P/020 Plots 27 - 30 floor plans Mearley Croft
 - 3501/P/021 Plots 27 - 30 elevations Mearley Croft
 - 3501/P/022 Site Section Plots 4 - 7 Mearley Croft
 - 3501/P/050 received 26 April 2012 Site Section Plots 1 - 3 Mearley Croft
 - N01951/08 rev B received 31 May 2012 Proposed Improvements to Whalley Road/Primrose Road Junction
 - BD/SL/100 rev A received 17 May 2012 Planning Layout (with highway improvements)

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

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19. No development shall take place on any phase of development until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority for that phase. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- (i) the parking of vehicles of site operatives and visitors
- (ii) loading and unloading of plant and materials
- (iii) storage of plant and materials used in constructing the development
- (iv) the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
- (v) wheel washing facilities
- (vi) measures to control the emission of dust and dirt during construction
- (vii) a scheme for recycling/disposing of waste resulting from construction works

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

20. The dwellings shall achieve a minimum Level 3 of the Code for Sustainable Homes. No dwelling shall be occupied until a final Code Certificate has been issued for it certifying that Code Level 3 has been achieved.

REASON: In order to encourage an energy efficient development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

21. This 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.

22. No development shall begin on any phase of development until a scheme identifying how a minimum of 10% of the energy requirements generated by that phase of development will be achieved by renewable energy production methods, has been submitted to and approved in writing by the Local Planning Authority. The scheme for that phase of development 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 Policies G1 of the Ribble Valley Districtwide Local Plan.

23. No development shall begin on any phase of development until a scheme for the provision of surface water drainage works including the provision and implementation of a surface water regulation system has been submitted to and approved in writing by the Local Planning Authority. The scheme on each phase of development shall thereafter 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.

24. No part of the Primrose Phase II development hereby approved, shall commence until a scheme for the programming, implementation and construction of the works of highway improvements at the junction of Primrose Road/Whalley Road as detailed on drawing N01951/08 rev B Proposed Improvements to Whalley Road/Primrose Road Junction has been submitted to, and approved in writing by the Local Planning Authority in consultation with the Highway Authority. The works shall thereafter be carried out in accordance with the approved scheme.

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

25. Prior to commencement of the junction improvements detailed in condition 24 of this consent, a landscaping scheme for plot 8 of the Stalwart Lodge site as detailed on drawing BD/SL/100 rev A shall have been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall indicate, as appropriate, the types and numbers of trees and shrubs, their distribution on site, those areas to be seeded, turfed, paved or hard landscaped, including details of any changes of level or landform and the types and details of all fencing and screening.

The approved landscaping scheme shall be implemented in the first planting season following completion of the junction improvements as detailed in condition 24 of this consent, unless otherwise agreed by the Local Planning Authority, 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 becomes seriously diseased, by a species of similar size to those originally planted.

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

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26. No development shall begin on any phase of development approved by this planning permission until the following details have been provided for that phase:

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 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 to be present 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.

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27. No development shall begin on any phase of development approved by this permission until a scheme for the disposal of foul and surface waters for that phase has been submitted to and approved in writing by the Local Planning Authority. The scheme shall detail how the site(s) will be drained on a separate system, with only foul drainage connected into the foul sewer. The scheme shall thereafter 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.

28. The development hereby permitted in relation to the Mearley Croft phase shall not be commenced until such time as a scheme to for the provision of compensatory flood storage works has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority. REASON: To prevent any increased risk of flooding elsewhere as a result of the proposed development in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

Relevant planning policy

Policy G1 - Development Control.
Policy G2 - Settlement Strategy.
Policy G5 - Settlement Strategy.
Policy G11 - Crime Prevention.
Policy ENV3 - Development in Open Countryside.
Policy ENV6 - Development Involving Agricultural Land.
Policy ENV7 - Species Protection.
Policy ENV9 - Important Wildlife Site
Policy ENV10 - Development Affecting Nature Conservation.
Policy ENV13 - Landscape Protection.
Policy H2 - Dwellings in the Open Countryside.
Policy H19 - Affordable Housing - Large Developments and Main Settlements.
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.
Policy A1 - Primrose Area Policy.
Affordable Housing Memorandum of Understanding.
Addressing Housing Needs.
Core Strategy 2008-2028 - A Local Plan for Ribble Valley Regulation 19 Consultation Draft.
DP1 - Spatial Principles North West of England Regional Spatial Strategy to 2021.
DP2 - Promote Sustainable Development - North West of England Regional Spatial Strategy to 2021.
DP7 - Promote Environmental Quality - North West of England Regional Spatial Strategy to 2021.
L1 - Health Sport Recreation Cultural and Education Services - North West of England Regional Spatial Strategy to 2021.
L4 - Regional Housing Provision - North West of England Regional Spatial Strategy to 2021.
L5 - Affordable Housing - North West of England Regional Spatial Strategy to 2021.
National Planning Policy Framework.
Technical Guidance to National Planning Policy Framework.

SUMMARY REASON 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.

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Note(s)

1. For rights of appeal in respect of any condition(s)/or reason(s) attached to the permission see the attached notes.
2. The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.
3. The grant of planning permission will require the applicant to enter into an appropriate Legal Agreement, with the County Council as Highway Authority. The Highway Authority hereby reserved the right to provide the highway works within the highway associated with this proposal. Provision of the highway works includes design, procurement of the work by contract and supervision of the works. The applicant should be advised to contact the Executive Director at PO Box 9, Guild House, Cross Street, Preston PR1 8RD in the first instance to ascertain the details of such an agreement and the information to be provided.
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.
5. 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.
6. The applicant/developer is advised to contact Graham Perry (Wastewater Asset Protection) at United Utilities to discuss full details of site drainage proposals.
7. Where this consent refers to phases of development in conditions this is to differentiate between the Mearley Croft site and Primrose Phase II site as shown on drawing 3500/P/002 rev A (location plan).
8. In England, it is a legal requirement to have a site waste management plan (SWMP) for all new construction projects worth more than £300,000. The level of detail that the SWMP should contain depends on the estimated build cost, excluding VAT. The developer must still comply with the duty of care for waste. Because they will need to record all waste movements in one document, having a SWMP will help to ensure compliance with the duty of care. Further information can be found at <http://www.netregs-swmp.co.uk>

If any waste is to be used on site, the applicant will be required to obtain the appropriate exemption or authorisation from the Environment Agency. The Agency are unable to specify what exactly would be required if anything, due to the limited amount of information provided. If the applicant wishes more specific advice on pollution control they will need to contact the Environment Management Team at their Preston office on 01772 714182 or look at available guidance on <http://www.environment-agency.gov.uk/subjects/waste>

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9. Under the terms of the Water Resources Act 1991 and the Land Drainage Byelaws, the prior written consent of the Environment Agency is required for any proposed works or structures in, under, over or within 8 metres of the top of any bank/retaining wall of the main river, Mearley Brook. No trees or shrubs may be planted, nor fences, buildings, pipelines or any other structure erected within 8 metres of the top of any bank/retaining wall of the watercourse without our prior consent. Full details of such works, together with details of any proposed new surface water outfalls, which should be constructed entirely within the bank profile, must be submitted to us for consideration.
10. The Environment Agency has a right of entry to Mearley Brook by virtue of Section 172 of the Water Resources Act 1991, and a right to carry out maintenance and improvement works by virtue of Section 165 of the same Act. The developer must contact Colin Worswick at 01772 714259 to discuss access requirements.

JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES

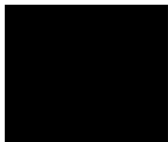
IN WITNESS whereof this Deed has been duly executed by the parties the day and year first before written

THE COMMON SEAL of RIBBLE)

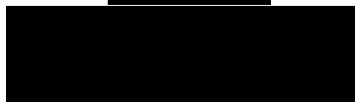
VALLEY BOROUGH COUNCIL)

was hereunto affixed to this Deed in the)

presence of:-)



Mayor



Chief Executive



EXECUTED AND DELIVERED AS A DEED)

by BECK DEVELOPMENTS LIMITED)

acting by two Directors)

Director Name..)

Director Name..)

Director

Director

SIGNED AS A DEED by)

VICKY ANNE CAWThERLEY)

