

12/0014

DATED

1st November

2013

RIBBLE VALLEY BOROUGH COUNCIL

- and -

[REDACTED]

and

[REDACTED]

**SECTION 106 PLANNING AGREEMENT
TOWN AND COUNTRY PLANNING ACT 1990**

RELATING TO LAND KNOWN AS
LAND AT LOW MOOR TOP FARM,
EDISFORD ROAD, CLITHEROE, LANCASHIRE

THIS AGREEMENT AND DEED is made the 1st day of November 2013

BETWEEN

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
and
2. ~~XXXXXXXXXXXXXXXXXXXX~~ of ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~ (hereinafter called "~~XXXXXXXXXXXX~~")
and
3. ~~XXXXXXXXXXXXXXXXXXXX~~ of ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~ (hereinafter called "~~XXXXXXXXXXXX~~")

WHEREAS

- (1) The Owner is the freehold owner of land at Low Moor Top Farm, Edisford Road, Clitheroe the title of which land is registered at HM Land Registry under number LA965392 and shown edged red on the Plan attached hereto ("the Property")
- (2) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Property is situated and by whom the obligations contain in this Agreement is enforceable
- (3) The County Council is also a Local Planning Authority and the Education Authority for the area within which the Property is situated and by whom the obligations contained in schedule 3 are enforceable
- (4) The Owner on the 27th day of March Two thousand and twelve applied to the Council for outline planning permission for a development comprising 30 residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2012/0014/P
- (5) The Council is satisfied that the development is such as may be approved by it under the Act of 1990 (as amended) but subject to the Owner entering into this Planning Obligation Agreement in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")

IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

- 1.1 In this Agreement unless the context otherwise requires:

Affordable Housing

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

Affordable Rented Housing

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

- 4 X 3 Bedroom Houses

Affordable Housing Unit

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

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2012/0014 for residential use and associated amenities on the Property

Development

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

Dispose

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

Education Contribution

"Education Contribution" means the sum of £127,992 as increased by the Indexation Factor from the date of this agreement to the date on which the said sum or each instalment comprising the said sum is paid.

Interest

"Interest" means interest at the rate 3% above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein.

Implementation

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

"BCIS"

"BCIS" means the BCIS General Building Cost Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same)

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

$$A \times B/C = D$$

where:

A = the contributions payable under Schedule 3 of this Agreement

B = the figure shown in the BCIS for the period immediately prior to the date of payment under this Agreement.

C = the figure shown in the BCIS for the period published before the date of this Agreement and

D = the recalculated sum payable under this Agreement.

Market Dwellings

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

Occupation

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

Plan

"Plan" means the Property location plan annexed hereto.

Planning Permission

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

Registered Provider

"Registered Provider" means a Housing Association approved by the Council, such approval not to be unreasonably withheld, being a registered social landlord or other body recognised

by the Homes and Communities Agency (which shall include any successor in title) as a registered provider of affordable housing in accordance with the provisions of the Housing and Regeneration Act 2008.

Residential Unit

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

Scheme Development Standard

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

Shared Ownership Housing

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

- 4 X 3 Bedroom Houses

Interpretation

- 1.2 The headings in this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Agreement to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Agreement
- 1.4 Where any part to this Agreement comprises two or more persons any obligation on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons
- 1.5 A reference to any 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 Deed made under provisions of Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers so enabling with the intention that the obligations contained herein are planning obligations which may be enforced by the Council and County Council against the Owner and any other person or body deriving title under it.

- 2.2 The obligations of this Agreement shall take effect on the implementation ~~of the relevant part~~ of the [b1] 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 but shall be binding on a Purchaser from a mortgage in possession [b2]

- 2.5 The provisions of this Agreement are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owner) pursuant to the Contract (Rights of Third Parties) Act 1999

3 Expiry Modification Variation or Amendments of Planning Permission

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

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

4 Registration

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

5 Service of Notices

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

6 Reasonableness

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

7 Covenants

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

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

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

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

8 Miscellaneous

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

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

8.3 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

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

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

8.6 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Agreement shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be

deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force PROVIDED ALWAYS that nothing in this clause shall prevent the Council or County Council from enforcing a breach of this Agreement by court proceedings.

- 8.7 If any payment due or instalment making up a part of any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment
- 8.8 The Owner shall pay the Council's and the County Council's legal fees incurred in relation to this Agreement on the date of this Agreement in the sum of £330 (three hundred and thirty pounds) and £250 (Two Hundred and Fifty Pounds) respectively.

Land Registry
Current title plan

Title number LA965392
Ordnance Survey map reference SD7341NW
Scale 1:2500
Administrative area Lancashire : Ribbles Valley



© Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 20 June 2013 at 14:17:10. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title plans and boundaries.

This title is dealt with by Land Registry, Fylde Office.



32012010 P

1. Block plan to all interchanges
2. Full drainage to connect to existing mains drains
3. 10 No. extra car parking spaces
4. Road way to be a continuation of Greenfield Ave
5. Waste bins storage to be in gardens the rear of the property

Jeff Marshall & Associates Architectural Designers and Surveyors 100 Greenfield Ave, Greenfield, NSW 2130 Tel: 02 9333 1000	
Project: Proposed housing Estate of 30 houses off Union Street, Low Mount	Client: Mrs Ruston
Title: Site Layout	Date: 1998
Scale: 1:100	Drawn by: DM
Dwg No: 370112	Rev: 1

Site Layout

Four dwellings to be added to existing main estate

Need way to be a continuation of Greenfield Ave

Existing Estate

Existing Openable Loading to Union Street

Existing Estate

Boundary requirement to no bridge fence

Site boundary

Boundary requirement to no bridge fence

1m strip for footings

Existing Estate

SCHEDULE 1

The Owner covenants with the Council as follows:

- 1. Affordable Housing**
 - 1.1 The Owner covenants with the Council that not less than 8 Dwellings to be constructed on the Site pursuant to the Planning Permission shall be Affordable Housing Units
 - 1.2 The Owner covenants with the Council that the Affordable Housing Units shall be made available as 4 Affordable Rented Housing units and 4 Shared Ownership Housing units and 6 Bungalows of 2 bedroom construction for occupation by persons aged not less than 55 years old (or such other type or mix of tenure as the Council may approve in writing)
 - 1.3 To construct the Affordable Housing in accordance with the approved planning permission and the Scheme Development Standards and to provide satisfactory evidence of the same to the Council
 - 1.4 That not more than 25% of the Market Dwellings shall be occupied until the Owner has entered into a binding Contract with the Registered Provider for the transfer of the completed Affordable Housing Units and no more than 50% of the Market dwellings shall be occupied before the Affordable Housing Units are completed.
- 1.5 Affordable Rent Housing Units**
 - 1.5.1 that the Affordable Rent Units be available for rent
 - 1.5.2 that on completion of the Affordable Rent Housing Units they will be allocated by 100% nomination arrangements or first let to approved persons nominated by the Council in accordance with the Council's allocations policy
 - 1.5.3 that subsequent lets will be on a 50% nomination arrangement to approved persons by the Registered Provider
 - 1.5.4 that rents to be charged on the Affordable Rents Housing Units will be in accordance with the Governments Guidance on Affordable rent as issued by the Homes and Communities Agency which governs the rents to be charged by all social landlords whether they be registered providers or local authorities
- 1.6 Shared Ownership Affordable Housing Units**

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

- (a) at Open Market Value on a Shared Ownership basis with the rental element being discounted by the Registered Provider
- (b) to an Approved person who shall purchase the Affordable Housing Unit for occupation by the Approved person and in accordance with the requirements of this Agreement
- (c) in consultation with the Council and having first obtained the Council's consent to the Disposal to the Approved person

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

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

Any Chargee or 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 Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee or Mortgagee shall co-operate with such arrangements and use its best endeavours¹ to secure such transfer
 - (b) if the Council does not serve its response to the notice served under paragraph 1.6.4.(a) within the [1] months then the Chargee or Mortgagee shall be entitled to dispose free of the restrictions set out in this Part of Schedule 1
 - (c) if the Council or any other person cannot within [2] months of the date of service of its response under paragraph 1.6.4 (a) secure such transfer then provided that the Chargee shall have complied with its obligations under
-

paragraph 1.6.4 (a) the Chargee shall be entitled to dispose free of the restrictions set out in this Part of Schedule 1

PROVIDED THAT at all times the rights and obligations in this Clause 1.6.4 shall not require the Chargee 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 Chargee in respect of moneys outstanding under the charge or mortgage

- 1.7 That each and every Affordable Housing Unit shall not be occupied or purchased by any person except an Approved Person who shall be approved in writing by the Council
- 1.8 Approved Persons for the purposes of the Affordable Housing Scheme and in order of priority are detailed below:
- 1.8.1 First time buyers who can demonstrate a housing need for the type of an Affordable Housing Unit who are either:
- a) currently living in the Borough of Ribble Valley for more than 10 years or
 - b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or
 - c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or
 - d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
 - e) Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.
 - f) Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough
 - g) Non first time buyers who can meet one of the qualification provisions set out in paragraphs a -g above

SCHEDULE 2

1. The Council covenants with the Owner as follows:
 - 1.1 Forthwith to grant the outline planning permission

SCHEDULE 3

The Owner's Covenants with the County Council.

1. Education Contribution

- 1.1 Not to occupy nor permit the occupation of the 10th Residential Unit until 50% of the Education Contribution has been paid to the County Council.**
- 1.2 Not to occupy nor permit the occupation of the 20th Residential Unit until 100% of the Education Contribution has been paid to the County Council.**

SCHEDULE 4

The County Council's Covenants with the Owner

1. Use and return of contributions

1.1 The County Council shall not use the Education Contribution other than for the purpose of a contribution towards the costs of the provision of additional places within the Primary Schools within a 3 mile radius of the Property. The Council shall hold the Education Contribution in an interest bearing account pending use for the purpose set out in ^{this} paragraph 1.1 above.

1.2 If on the day 5 years after the day on which the last instalment of the Education Contribution has been paid under this the terms of this Deed 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.

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

SCHEDULE 5
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

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: 3/2012/0014

DECISION DATE: 18 July 2013

DATE RECEIVED: 27/03/2012

APPLICANT:

~~XXXXXXXXXX~~
c/o Agent

AGENT:

John Pallister FRICS
The Coachhouse
28 Duck Street
CLITHEROE
BB7 1LP

PARTICULARS OF DEVELOPMENT: Outline application for the construction of 30no. dwellings on land off Greenfield Avenue with a suggested breakdown of 16no. houses with 3-4 bedrooms, 8no. low cost houses and 6no. bungalows with 2 bedrooms.

AT: Land adjacent Greenfield Avenue, Low Moor, Clitheroe, Lancashire

Ribble Valley Borough Council hereby gives 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 No development shall begin until details of the external materials of the proposed 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.

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0014

DECISION DATE: DRAFT

- 3 Insofar as the appearance of the dwellings are concerned, this outline permission shall relate to the development as shown on drawing numbers 370/1/3, 4 and 5.

REASON: For the avoidance of doubt and to ensure that the outline permission relates to the submitted plans.

- 4 Insofar as the access and road layout are concerned, this outline permission shall relate to the development as shown on drawing number 370/1/2 REVA (as clarified by condition number 5 below).

REASON: For the avoidance of doubt and to ensure that the outline permission relates to the submitted plans.

- 5 Whilst the submitted road layout is considered to be acceptable, the precise positions of the individual dwellings are not approved at this stage. Any reserved matters application shall therefore include a plan that shows the proposed dwellings in relation to the existing dwellings that adjoin the site boundary.

REASON: In order to ensure the protection of the amenities of existing adjoining residents and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

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

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

- 7 No development approved by this permission shall be commenced until a scheme for the disposal of foul and surface water 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 and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 8 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 and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 9 No development shall begin until a scheme identifying how a minimum of 10% of the energy requirements generated by the development will be achieved by renewable energy production methods, has been 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 Policies G1, ENV7 and ENV10 of the Ribble Valley Districtwide Local Plan.

P.T.O.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0014

DECISION DATE: DRAFT

- 10 Any reserved matters application shall include the submission of a tree survey, hedgerow survey, and Phase 1 habitat survey.

REASON: In order that any necessary mitigation measures or tree/hedgerow retention/protection measures can be ensured through the imposition of appropriate conditions at reserved matters stage, in the interests of nature conservation and to comply with Policies G1, ENV10 and ENV13 of the Ribble Valley Districtwide Local Plan.

- 11 Prior to the commencement of development, the following information shall be submitted to the Local Planning Authority (LPA) for approval in writing:

(a) A Desk Study which assesses the risk of the potential for on-site contamination and ground gases and migration of both on and off-site contamination and ground gases.

(b) If the Desk Study identifies potential contamination and ground gases, a detailed Site Investigation shall be carried out to address the nature, degree and distribution of contamination and ground gases and shall include an identification and assessment of the risk to receptors as defined under the Environmental Protection Act 1990, Part IIA, focusing primarily on risks to human health and controlled waters. The investigation shall also address the implications of the health and safety of site workers, of nearby occupied building structures, on services and landscaping schemes and on wider environmental receptors including ecological systems and property.

The sampling and analytical strategy shall be submitted to and be approved in writing by the LPA prior to the start of the site investigation.

(c) A Remediation Statement, detailing the recommendations and remedial measures to be implemented within the site.

Any works identified in these reports shall be undertaken when required with all remedial works implemented by the developer prior to occupation of the first and subsequent dwellings. On completion of the development/remedial works, the developer shall submit written confirmation, in the form of a Verification Report, to the LPA, that all works were completed in accordance with the agreed Remediation Statement.

REASON: To ensure that the site investigation and remediation strategy will not cause pollution of ground and surface waters both on and off the site and to comply with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 12 No development shall take place until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. 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.

P.T.O.

**TRIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0014

DECISION DATE: DRAFT

- 13 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.

- 14 The development for which outline planning permission is hereby granted shall not commence until details of the provision of a minimum of 700m² of public open space within the site have been submitted to and approved in writing by the Local Planning Authority. This shall include details of the location of the public open space; a timetable for implementation; details of any apparatus/play equipment that is to be provided; and details of a management/maintenance regime. The public open space and any equipment shall then be provided in accordance with the agreed implementation timetable and shall thereafter be managed and maintained in accordance with the agreed details.

- 15 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.

The Local Planning Authority operates a pre-planning application advice service which applicants are encouraged to use. Whether or not this was used, the Local Planning Authority has endeavoured to work proactively and positively to resolve issues and considered the imposition of appropriate conditions and amendments to the application to deliver a sustainable form of development.

Note(s)

DRAFT

- 1 For rights of appeal in respect of any condition(s)/or reason(s) attached to the consent see the attached notes.
- 2 The applicant is advised that should there be any deviation from the approved plan the Local Planning Authority must be informed. It is therefore vital that any future Building Regulation application must comply with the approved planning application.
- 3 The 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 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.

**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

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



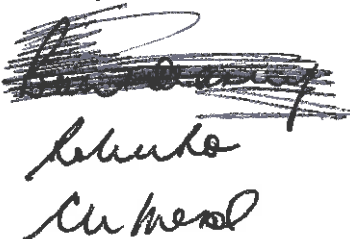
Authorised signatory

22216

SIGNED AS A DEED by
MARY JANE RUSHTON
in the presence of:-


Mary Jane Rushton

SIGNED AS A DEED by
LILIAN MARY RUSHTON
in the presence of:-


Lilian Mary Rushton