

DATED

7th June

2013

LANCASHIRE COUNTY COUNCIL

- and -

RIBBLE VALLEY BOROUGH COUNCIL

- and -



SECTION 106 AGREEMENT TOWN AND COUNTRY PLANNING ACT 1990

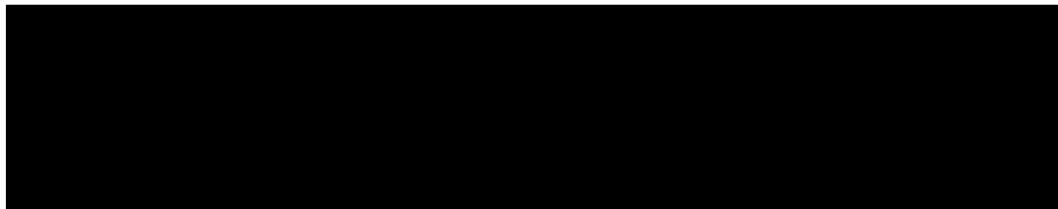
RELATING TO LAND KNOWN AS
LAND ON THE WEST SIDE OF LITTLEMOOR, CLITHEROE

THIS AGREEMENT AND DEED is made the 7th day of June 2013

BETWEEN

1. **LANCASHIRE COUNTY COUNCIL** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the County Council")
and
2. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council")
and

3.



WHEREAS

- (1) The Owner is the freehold owner of land on the west side of Littlemoor, Clitheroe, Lancashire the title of which land is registered at HM Land Registry under number LAN110696 and shown edged red on Plan 1 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 Deed are enforceable
- (3) The County Council is the County Planning Authority and the local highway authority for the area in which the Property is situated by whom the obligations in Schedule 1 are enforceable
- (4) The County Council is the County Planning Authority and education authority for the area within which the Property is situated by whom the obligations contained in schedule 3 are enforceable
- (5) The Owner on the 26th day of April Two thousand and twelve applied to the Council for planning permission for a development comprising 49 residential units on the Property as detailed in the plans and particulars deposited with Council under reference 3/2012/0420
- (6) The Council resolved on the 8th November 2012 that the application be approved by it under the Act of 1990 (as amended) subject to the Owner entering into this Planning Obligation Deed in accordance with Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act")

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

1.1 In this Deed 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:

- 2 X bungalows
-
- 6 x 2 or 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.

Application

"Application" means the application for Planning Permission submitted to the Council reference number 3/2012/0420 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

means (subject to the provisions set out in Schedule 3) the sum of [REDACTED] increased by the Indexation Factor from the date hereof until the date of payment

Highways Contribution

"Highways Contribution" means the sum of [REDACTED] increased by the Indexation Factor from the date hereof until the date of payment

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

Index

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

Indexation Factor

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

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

where:

A = the contributions payable under Schedules 1 or 3 of this Deed

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

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

D = the recalculated sum payable under this Deed.

Market Dwellings

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

Occupation

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

Plan 1

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

Planning Permission

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

Public Open Space Contribution

"Public Open Space Contribution" means the sum of [REDACTED] increased by the Indexation Factor from the date 2 years from the date of grant of Planning Permission unless it has been paid prior to that date.

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 Registered Provider and the Owner.

Shared Ownership Housing

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

- 2 X Bungalows
- 5 X 2 or 3 Bedroom Houses

Interpretation

- 1.2 The headings in this Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever
- 1.3 Unless the context requires otherwise reference to this Deed to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Deed
- 1.4 Where any part to this Deed comprises two or more persons any obligation on the part of that party contained or implied in this Deed 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 Deed is a Planning Obligation with the intent to bind the Property and the Owner and successors in title to observe and perform the covenants herein
- 2.2 The obligations of this Deed shall take effect on the implementation of the relevant part of the development pursuant to the Planning Permission
- 2.3 No persons shall be liable for a breach of covenant contained in this Deed 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 Deed 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
- 2.5 The provisions of this Deed 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 Deed shall forthwith determine and cease to have effect
- 3.2 Nothing in this Deed 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 Deed and this Deed shall not apply to development carried out under any planning permission other than the Planning Permission

4 Registration

This Deed 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 Deed 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 Deed 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 2
- 7.2 The Owner hereby covenants with the County Council to perform the obligations as specified in Schedule 3
- 7.3 The Owner hereby covenants with the County Council to pay to the County Council the Highways Contribution being the agreed contribution to costs of the highways works ("Highways Works") briefly described in Schedule 1 hereto within three months after the date of commencement of the Development and
- 7.3.1 The sums paid to the County Council shall be used solely as a contribution towards the costs of the Highways Works and for no other purpose
- 7.3.2 For the purposes of this clause 7.3 the Owners shall be entitled to require the County Council to provide a certified copy of the let and signed contract for the Highways Works and confirm the date of the commencement of the Highways Works
- 7.3.3 In the event that the Highways Contribution shall not have been expended or contractually committed to be spent then on expiry of a five year period (to be calculated from the date that the Contribution is paid to the County Council) the Contribution or the balance thereof (if any) together with all interest accrued upon such balance (if any) as may have arisen thereon shall be promptly repaid to the Owner.
- 7.4 The Owner hereby covenants with the Council to pay to the Council the Public Open Space Contribution being the agreed contribution to the costs of the provision of public open space within the Borough of Ribble Valley

8 Miscellaneous

- 8.1 Nothing in this Deed 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 Deed is intended to restrict the exercise by the Council or County Council of any of their powers
- 8.3 If any provision in this Deed 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 Deed is a Deed and is enforceable by the Council and the County Council in relation to the obligations respectively entered into with each of them.
- 8.5 The County Council will upon written request of the Owner at any time after the obligations of the Owner under this Deed 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 Deed shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or failing Deed between them to be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force
- 8.7 The Owner shall pay the Council's legal fees incurred in relation to this Deed the sum of [REDACTED] and the County Council's legal fees of [REDACTED]

9 Limitation of Trustees Liability

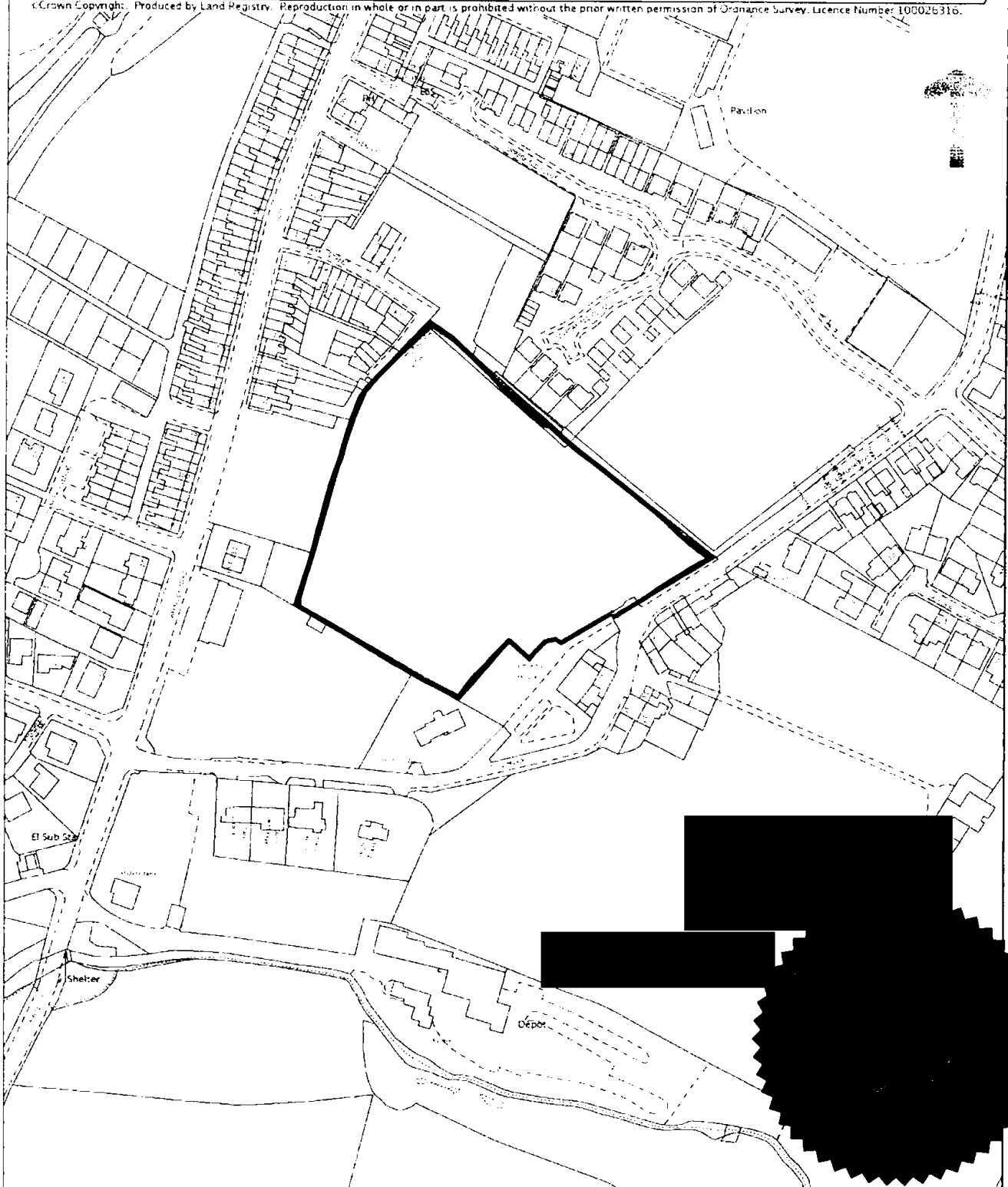
The Owner has entered into this Deed solely in its capacity as trustees of the [REDACTED] ("the Settlement") and accordingly the parties hereby agree the liability of the Owner is not a personal liability on their part and the liability of the Owner shall be limited to the value of the assets of the Settlement vested in the Owner from time to time and the Owner shall have no such liability after it ceases to be trustee of the Settlement.

Land Registry

Title number **LAN110696**
Ordnance Survey map reference **SD7440NW**
Scale **1:2500**
Administrative area **Lancashire : Ribble Valley**

PLAN 1

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PLAN 1

This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 30 April 2013 at 15:26:25. 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.

SCHEDULE 1

Brief description of the Highways Works

The Highway Works that have been agreed with the County Council. For the avoidance of doubt, the works include the following measures:-

- Funding to upgrade two bus stops on Whalley Road and Littlemoor Road
Cost estimate [REDACTED]
- Funding to provide a continuous pedestrian footway link from Littlemoor Road through to Whalley Road via a connection to Park Street. Cost estimate [REDACTED]

SCHEDULE 2

The Owner covenants with the Council as follows:

1. Affordable Housing

- 1.1 The Owner covenants with the Council that not less than 15 (or thirty per cent) of the Residential Units 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 8 Affordable Rented Housing units and 7 Shared Ownership Housing units (or such other type or mix of tenure as the Council may approve in writing)
- 1.3 To construct the Affordable Housing in accordance with the approved planning permission and the Scheme Development Standards and to provide satisfactory evidence of the same to the Council
- 1.4 That not more than 25% of the Market Dwellings shall be occupied until the Owner has entered into a binding Contract with the Registered Provider for the transfer of the completed Affordable Housing Units and no more than 50% of the Market dwellings shall be occupied before the Affordable Housing Units are completed.

1.5 Affordable Rent Housing Units

- 1.5.1 that the Affordable Rent Units be available for rent
- 1.5.2 that on completion of the Affordable Rent Housing Units they will be allocated by 100% nomination arrangements or first let to approved persons nominated by the Council in accordance with the Council's allocations policy
- 1.5.3 that subsequent lets will be on a 50% nomination arrangement to approved persons by the Registered 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 Deed
 - (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 Deed
- 1.6.4 The provisions of paragraphs 1.5 to 1.6.4 of this Schedule 2 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 mortgage in possession
- 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:
 - First time buyers who can demonstrate a housing need requirement for the type of Affordable Housing Unit who are either
 - a) currently living in the Borough of Ribble Valley for more than 10 years or
 - b) currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or
 - c) currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or
 - d) currently permanently employed in the Borough of Ribble Valley for a minimum of 12 months and work for a minimum of 18 hours per week paid or unpaid or
 - e) Persons who at least one of the adult applicants have next of kin who have lived in the Borough of Ribble Valley

continually for a minimum of five years. Next of kin for the purposes of this clause shall be defined as mother, father, brother, sister or adult dependent children.

- f) Persons who are former residents of the Borough of Ribble Valley who have moved from the Borough because of a lack of affordable housing in the Borough
- g) Non first time buyers who can meet one of the qualification provisions set out in paragraphs a -g above

2 Market Dwellings

With regard to the four bungalows comprised within the Market Dwellings:-

- 2.1 to use reasonable endeavours to procure that these are built where appropriate to standards compatible with those published in the Lifetime Homes Design Guide (2011)
- 2.2 to impose a condition of sale that these shall be occupied by persons of fifty five (55) years of age or older
 - a) who are currently living in the Borough of Ribble Valley and have done so for more than 10 years or
 - b) who are currently living in the Borough of Ribble Valley and have done so continually for between 5 to 10 years or
 - c) who are currently living in the Borough of Ribble Valley and have done so continually for a minimum of 12 months or
 - d) who are currently permanently employed in the Borough of Ribble Valley and have been so employed working for a minimum of 12 months for a minimum of 18 hours per week paid or unpaid or
 - e) who 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) 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

3 Disposals by mortgagee

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

- (a) in the event that the Council responds within 1 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing 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 all reasonable endeavours to secure such transfer
- (b) if the Council does not serve its response to the notice served under paragraph 13.(a) within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 9 to 11 of this Schedule
- (c) if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 13.(a) secure such transfer then provided that the Mortgagee shall have complied with its obligations under paragraph 13.(a) the Mortgagee shall be entitled to dispose free of the restrictions set out in paragraphs 9 to 11 of the First Schedule

PROVIDED THAT at all times the rights and obligations in this paragraph 13. 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

4 Marketing by Registered Provider

In marketing each Affordable Housing Unit the Registered Provider shall, for a period of six months from the said Affordable Housing Unit becoming vacant, use all reasonable endeavours to identify a tenant or purchaser (as the case may be) being a person who meets the definition of Approved Person in this Deed but if at the end of the period of six months in which an Affordable

Housing Unit has been marketed no Approved Person has been identified then the Registered Provider may dispose of the Affordable Housing Unit to a person who is not an Approved Person.

5 Public Open Space

The Owner shall procure that an agreed area of public open space be made available. Such area shall be maintained by the developer for a period of one year from the date of completion of the Development after which arrangements will be made to provide for future maintenance by means of a scheme to be approved by the Council such agreement shall not be unreasonably withheld or delayed.

SCHEDULE 3

The Owner hereby Covenants with the County Council as follows:

1. Education Contribution

- 1.1 Not to occupy nor permit the occupation of the 24th 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 40th Residential Unit until 100% of the Education Contribution has been paid to the County Council.

2. PROVIDED THAT

- 2.1 The County Council shall not use the Education Contribution other than for the purpose of a contribution towards the costs of the provision within 3 miles distance of and reasonably accessible from the Development of primary school education places for children living on the Development leading to an increase in the admission number of the school(s) where such provision is made.
- 2.2 The County Council shall hold the Education 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 Owner under this deed was received the sum or any part of the sum paid or of the interest earned on it has not been used by the County Council in accordance with paragraph 2.1 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.
- 2.4 Upon request, the County Council shall provide to the Owner reasonable evidence as to the expenditure of the sums paid by the Owner under this Deed.

- 3.** The Education Contribution has been calculated on the basis that the Development will ultimately be required to fund a short fall of 17 primary school places. If at the date upon which the Development commences or at the date upon which any instalment of the Education Contribution becomes due for payment the data relating to child yield and/or available local primary school places or the County Council's cost multiplier for the calculation of

such contributions shall have been revised by the County Council so that a lesser or greater number of primary school places are required to be provided for the Development or so that the contribution to the cost of such provision is revised accordingly then the Education Contribution shall be revised accordingly

SCHEDULE 4
DRAFT PLANNING PERMISSION

RIBBLE VALLEY BOROUGH COUNCIL

Development Department

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

Telephone: 01200 425111

Fax: 01200 414488

Planning Fax: 01200 414487

Town and Country Planning Act 1990

OUTLINE PLANNING PERMISSION

APPLICATION NO: 3/2012/0420

DECISION DATE: 08 November 2012

DATE RECEIVED: 21/05/2012

APPLICANT:

R Cornish and A Ferguson (as trustees) The
Standen Estate
c/o Ingham & Yorke LLP
Littlemoor
Clitheroe
Lancs
BB7 1HG

AGENT:

Steven Abbott Associates
Broadsword House
2 Stonecrop
North Quarry Business Park
Appley Bridge
Wigan
Lancs
WN6 9DL

PARTICULARS OF DEVELOPMENT: Outline Application for a Residential Development.

AT: Land North and West of Littlemoor Clitheroe Lancashire

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

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

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

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

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

2 No development 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.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0420

DECISION DATE:

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- 3 The submission of reserved matters in respect of layout, scale, appearance, landscaping and implementation of development shall be carried out in substantial accordance with the Design and Access Statement, email dated 7 September 2012 providing additional information on parameters of scale and Masterplan Drawing No SP(90)_022 rev C.

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

- 4 No part of the development hereby approved shall commence until a scheme for the construction of the site access in accordance with drwg 9W7186 SK016 Rev B 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.

- 5 The new estate road/access between the site and Littlemoor 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.

- 6 All steps required by the Flood Risk Assessment (FRA) and the Outline Drainage Strategy dated October 2012, should be carried out prior to the occupation of the dwellings hereby approved) subject to any further modification to additions reasonably required in writing by the Local Planning Authority).

REASON: To prevent the increased risk of flooding to protect water quality, wildlife habitats and the amenity of the local area in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 7 Any application for the submission of reserved matters shall include a plan to a scale and level of accuracy appropriate to the proposal that shows the position of every tree on site with a stem diameter over the bark measured at 1.5 metres above ground level of at least 75 millimetres. In addition any tree on neighbouring or nearby ground to the site that is likely to have an effect upon or be affected by the proposal (e.g. by shade, overhang from the boundary, intrusion of the Root Protection Area) must be shown.

The details of each tree (in a separate schedule of tree works for all the trees in the above) specifying the details of any proposed alterations to the existing ground levels or the position of any proposed excavations within 5 metres of the Root Protection /Construction Exclusion Zone of any tree, including those on neighbouring ground, and a statement setting out the principles of arboricultural sustainability in terms of landscape, spatial integration and post development pressure and a shall be submitted to and agreed in writing with the Local Planning Authority prior to commencement of any works on site.

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

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0420

DECISION DATE:

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- 8 The building envelope of plots with elevations facing towards Whalley Road/Little Moor View shall be constructed so as to provide sound attenuation against external noise with windows shut in accordance with the mitigation measures outlined in section 4.3 of the submitted Noise Impact Assessment dated 16 July 2012.

REASON: In the interests of residential amenity in accordance 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 Policy EMP18 of the North West of England Spatial Strategy to 2021.

- 10 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, and approved 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.

The artificial bird/bat boxes shall be incorporated into those dwellings/buildings during the actual construction of those individual identified on the submitted plan before the development is first brought into use, unless otherwise agreed in writing by the Local Planning Authority.

REASON: In the interests of biodiversity in accordance with Policy G1 of the Districtwide Local Plan

- 11 Prior to commencement of any works, a detailed mitigation plan for species identified in the ecological survey and assessment dated June 2011 [April 2012] including measures for protecting breeding sites or resting places shall be submitted to and approved in writing by the local planning authority.

The measures as detailed in the approved mitigation plan shall also include details of measures to enhance the ecological and biodiversity of the site through appropriate landscape planting and long - term management. All details shall be implemented in accordance with an agreed specified timetable and thereafter shall be permanently maintained in accordance with the approved details.

REASON: In order to reduce the impact of the development on biodiversity and safeguard the natural habitats of those species of conservation concern in accordance with Policies G1, ENV7 and ENV10 of the Ribble Valley Districtwide Local Plan.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

APPLICATION NO: 3/2012/0420

DECISION DATE:

-
- 12 Prior to commencement of any site works including delivery of building materials and excavations for foundations or services all trees identified under the requirements of condition 7 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 ensure that any trees affected by development considered to be of visual, historic or botanical value are afforded maximum physical protection from the adverse effects of development in accordance with Policies G1 and ENV13 of the Ribble Valley Districtwide Local Plan.

- 13 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.

- 14 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.

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

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- 15 No development shall be commenced unless and until a drainage strategy for the disposal of surface and foul water has been submitted to and approved in writing by the Local Planning Authority. Any such scheme shall incorporate SUDS and restrict surface water discharge into the existing watercourses to 5 l/s or Greenfield run off which ever is the greater. The development shall thereafter only be carried out in accordance with the approved scheme which shall be completed prior to the permitted dwelling being first occupied

REASON: To secure proper drainage and to reduce the risk of flooding in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 16 For the avoidance of doubt, surface water must drain separate from the foul and no surface water will be permitted to discharge directly or indirectly into the public foul, combined or surface water sewerage systems.

REASON: To secure proper drainage and to reduce the risk of flooding in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 17 No building shall be erected within 6.5 metres of the public sewer that runs through the site.

REASON: To protect existing service infrastructure in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

- 18 The Outline Drainage **Strategy** dated October 2012 final report and amended site plan dated 5 October 2012 should be modified as necessary to ensure that it is sufficiently resilient to get a 1 in 100 year critical storm event. The surface water run-off from the site does not exceed the amount of run-off generated prior to development taking place and must not increase the risk of flooding elsewhere. Once amended the strategy should be carried out in accordance with an approval given in writing by the Local Planning Authority.

REASON: To prevent the increased risk of flooding, to protect water quality, wildlife habitats and the amenity of the local area in accordance with Policy G1 of the Ribble Valley Districtwide Local Plan.

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1	<u>WRITE YOUR OWN</u>	<p><u>Ribble Valley Districtwide Local Plan Adopted June 1998</u></p> <p><u>Policy G1 - Development Control.</u></p> <p><u>Policy G2 - Settlement Strategy.</u></p> <p><u>Policy G6 - Essential Open Space.</u></p> <p><u>Policy G11 - Crime Prevention.</u></p> <p><u>Policy ENV6 - Development Involving Agricultural Land.</u></p> <p><u>Policy ENV7 - Species Protection.</u></p> <p><u>Policy ENV9 - Important Wildlife Site</u></p> <p><u>Policy ENV10 - Development Affecting Nature Conservation.</u></p> <p><u>Policy ENV13 - Landscape Protection.</u></p> <p><u>Policy ENV19 - Listed Buildings.</u></p> <p><u>Policy H19 - Affordable Housing - Large Developments and Main Settlements.</u></p> <p><u>Policy H21 - Affordable Housing - Information Needed.</u></p> <p><u>Policy RT8 - Open Space Provision.</u></p> <p><u>Policy T1 - Development Proposals - Transport Implications.</u></p> <p><u>Policy T7 - Parking Provision.</u></p> <p><u>Core Strategy 2008-2028 - A Local Plan for Ribble Valley Regulation 22 Submission Draft</u></p> <p><u>DS1 - Development Strategy.</u></p> <p><u>EN3 - Sustainable Development and Climate Change.</u></p> <p><u>EN5 - Heritage Assets</u></p> <p><u>H1 - Housing Provision.</u></p> <p><u>H2 - Housing Balance.</u></p> <p><u>H3 - Affordable Housing.</u></p> <p><u>DMI1 - Planning Obligations.</u></p> <p><u>DMI2 - Transport Considerations.</u></p> <p><u>DMG1 - General Considerations.</u></p> <p><u>DMG2 - Strategic Considerations.</u></p> <p><u>DMG3 - Transport and Mobility.</u></p> <p><u>DME2 - Landscape and Townscape Protection.</u></p> <p><u>DME4 - Protecting Heritage Assets.</u></p> <p><u>DME5 - Renewable Energy.</u></p> <p><u>DME6 - Water Management.</u></p> <p><u>DMH1 - Affordable Housing Criteria.</u></p> <p><u>DMB4 - Open Space Provision.</u></p> <p><u>North West of England Regional Spatial Strategy to 2021</u></p> <p><u>Policy DP1 - Spatial Principles.</u></p> <p><u>Policy DP2 - Promote Sustainable Communities.</u></p> <p><u>Policy DP7 - Promote Environmental Quality.</u></p> <p><u>Policy L1 - Health, Sport, Recreation, Cultural and Education Services.</u></p> <p><u>Policy L4 - Regional Housing Provision.</u></p> <p><u>Policy L5 - Affordable Housing.</u></p> <p><u>Policy EM18 - Decentralised Energy Supply.</u></p> <p><u>National Planning Policy Framework.</u></p> <p><u>Technical Guidance to the National Planning Policy Framework.</u></p> <p><u>Addressing Housing Needs.</u></p>
2	<u>WRITE YOUR OWN</u>	<p><u>SUMMARY OF REASONS FOR APPROVAL</u></p> <p><u>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.</u></p>

**RIBBLE VALLEY BOROUGH COUNCIL
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APPLICATION NO: 3/2012/0420

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Note(s)

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

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.

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.

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.

This outline planning permission shall be read in conjunction with the Legal Agreement accompanying this application.

**JOHN HEAP
DIRECTOR OF COMMUNITY SERVICES**

**RIBBLE VALLEY BOROUGH COUNCIL
OUTLINE PLANNING PERMISSION**

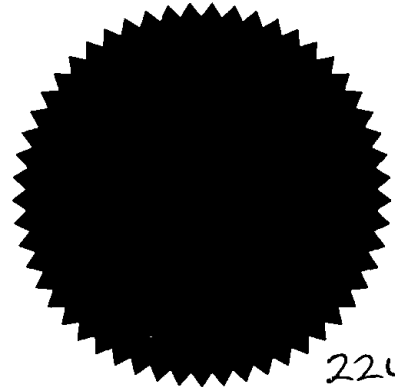
APPLICATION NO: 3/2012/0420

DECISION DATE:

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

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

Authorised Officer

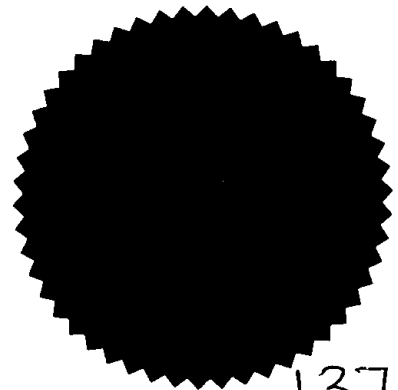


22442

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

Mayor

Chief Executive



1378

SIGNED as a Deed by

in the presence of:-

Witness signature

Witness name

Witness address

Witness occupation

Secretary

SIGNED as a Deed by)
JOHN ANDREW FERGUSON)
in the presence of:-)

Witness signature.....

Witness name.....

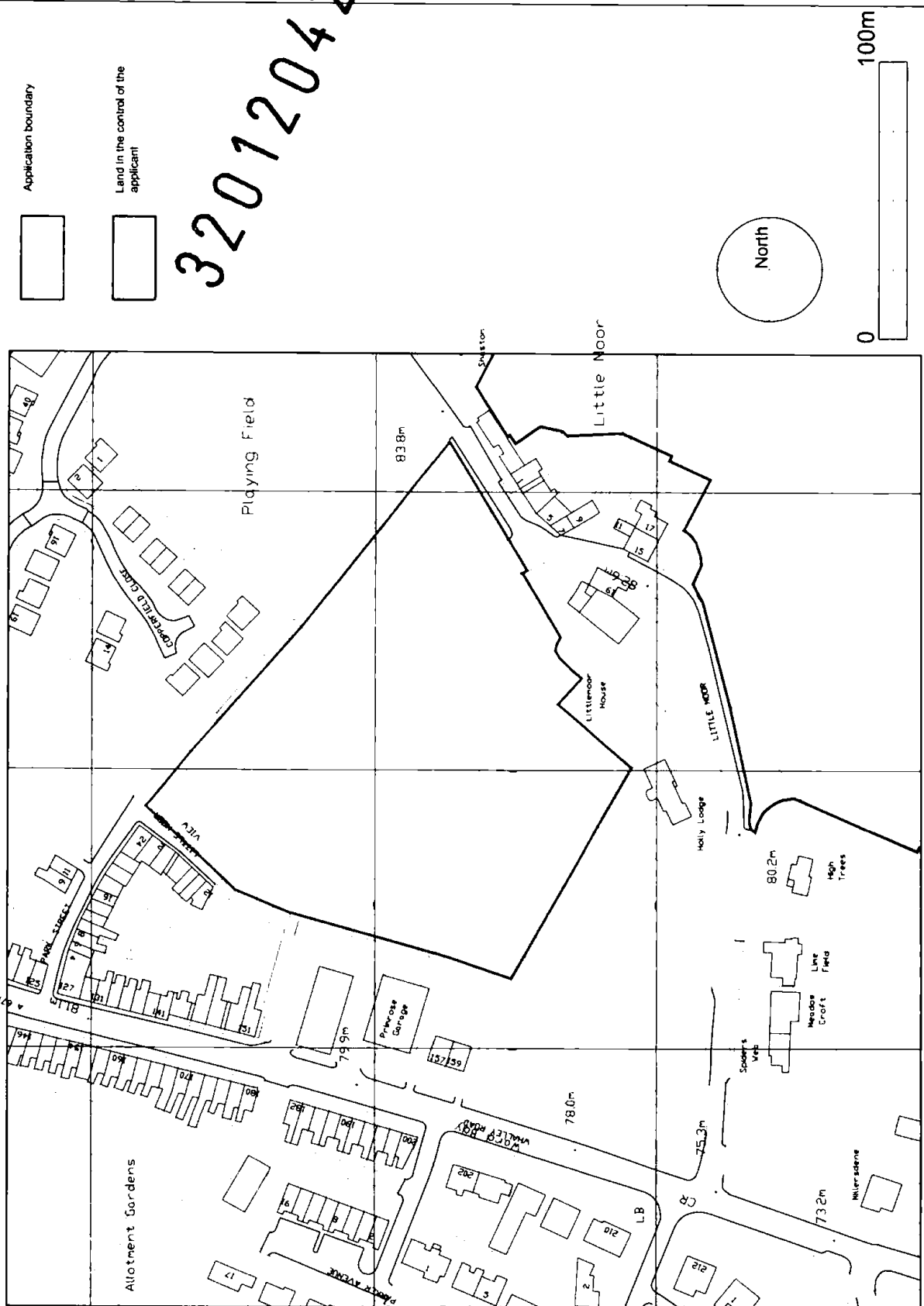
Witness address.....

Witness occupation.....

Legal Secretary

NOTES:
 1. THESE PLANS AND SPECIFICATIONS SHALL CONFORM TO THE LATEST EDITIONS OF THE BUILDING REGULATIONS AND THE LATEST EDITIONS OF THE LONDON BUILDING BYELAWS.
 2. THE DRAWINGS TO BE MADE IN CONFORMANCE WITH ALL THE REQUIREMENTS OF THE LONDON BUILDING BYELAWS AND THE LONDON BUILDING REGULATIONS.
 3. ALL WORK SHALL BE DONE TO THE SATISFACTION OF THE LONDON BUILDING REGULATIONS.
 4. THE DRAWINGS SHALL BE MADE TO THE SATISFACTION OF THE LONDON BUILDING REGULATIONS.
 5. THE DRAWINGS SHALL BE MADE TO THE SATISFACTION OF THE LONDON BUILDING REGULATIONS.
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 9. THE DRAWINGS SHALL BE MADE TO THE SATISFACTION OF THE LONDON BUILDING REGULATIONS.
 10. THE DRAWINGS SHALL BE MADE TO THE SATISFACTION OF THE LONDON BUILDING REGULATIONS.

320120420P



Application boundary
 Land in the control of the applicant

Planning
 Littlemoor, Clitheroe
 Site Location
 Scale: 1:100 @ A2
 Reviewed by: CP
 job: drawing
 rev: A
 5613 EX(90)_001

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